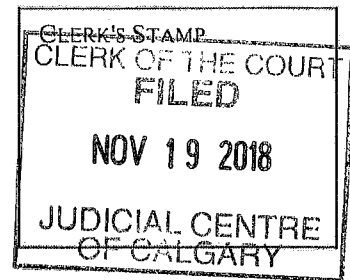


FORM 49
[RULE 13.19]



COURT FILE NO.	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THIRD EYE CAPITAL CORPORATION
DEFENDANTS	RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163 ALBERTA INC., 1859821 ALBERTA INC., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC., AIR DALLAIRE LTD., and K.L. CAPITAL CORP.

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF THE
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2 Street SW
Calgary, AB T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 78704.1

Part 1 of 2

AFFIDAVIT OF ALGIS VAITONIS

Sworn on November 18, 2018.

I, ALGIS VAITONIS, of the City of Toronto, in the Province of Ontario, SWEAR AND SAY THAT:

1. I am the Senior Vice President, Rail & Aviation Finance of ECN Capital Corp., the sole shareholder of ECN Aviation Inc. ("ECN"). As such, I have personal knowledge of the matters hereinafter deposed to save where stated to be based upon information, in which case I believe the same to be true.

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

The Parties

3. ECN is the successor in interest to Element Financial Corporation. As part of a restructuring, Element Financial Corporation sold numerous assets, including its interest in the loans over the Aircraft as defined herein, to Element Aviation Inc., as buyer, pursuant to an Asset Purchase Agreement dated January 1, 2016 between those entities. Attached hereto as **Exhibit "1"** is a redacted copy of the Asset Purchase Agreement dated January 1, 2016. Element Aviation Inc. changed its name to ECN Aviation Inc. as of October 18, 2016. Attached hereto as **Exhibit "2"** is a true copy of a corporate search of ECN, which reflects that name change.

4. OMGI is the amalgamation successor to OpsMobil Group Inc., Lynn's Helicopter Leasing Ltd., and 810807 Alberta Ltd. The previous entity known as OpsMobil Group Inc. was previously known as Gemini Helicopters Inc. Attached hereto as **Exhibits "3"** to **"4"** are true copies of the corporate searches of OMGI and of the previous entity known as OpsMobil Group Inc.

The Agreements

5. On March 28, 2014, Element Financial Corporation, the predecessor in interest to ECN (the "**Lender**") entered into an aircraft loan agreement (the "**Loan Agreement**") with Gemini Helicopters Inc., the predecessor to OMGI (the "**Borrower**"). Under the Loan Agreement, the Lender provided the Borrower with a loan of up to CDN \$1,600,000 to be used by the Borrower exclusively for the purposes of:

- (a) financing the acquisition of the following aircraft:

1998 Eurocopter model AS350BA-FX-2 aircraft bearing manufacturer's serial number 3100 (described on the International Registry by free text entry as Eurocopter model AS350-BA manufacturer's serial number 3100) and Canadian registration marks C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C

("C-FXHP"); and

- (b) refinancing the following aircraft:

2000 Eurocopter model EC120B aircraft bearing manufacturer's serial number 1057 (described on the International Registry by free text entry as Eurocopter model EC120B manufacturer's serial number 1057) and Canadian registration marks C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069

("C-GEMU", and, together with C-FXHP, the "**Aircraft**").

Attached hereto as **Exhibit "5"** is a true copy of the Loan Agreement.

6. On March 28, 2014, the Lender entered in an agreement (the "**Guarantee**") with Lynn's Helicopter Leasing Ltd., 810807 Alberta Ltd., OpsMobil Inc., and Air Dallaire Ltd. (collectively, the "**Guarantors**"). Under the Guarantee, the Guarantors provided a guarantee to the Lender for all the Borrower's indebtedness, liabilities, and obligations under the Loan Agreement. Attached hereto as **Exhibit "6"** is a true copy of the Guarantee.

7. On March 28, 2014, the Lender entered into an aircraft security agreement (the "**Security Agreement**") with the Borrower. Under the Security Agreement, the Borrower granted the Lender a secured interest in the following property, described collectively in the Security Agreement as the "**Collateral**":

- (a) **Aircraft:** the Aircraft described in Schedule "A" to the Security Agreement, including, without limitation, all improvements, additions, replacements and substitutions and includes all present and future Parts, replacement Parts and accessories of any kind whatsoever;
- (b) **Associated Rights:** all Associated Rights related to the Collateral;
- (c) **International Interests:** All International Interests related to the Collateral;
- (d) **Leases:** all Leases and all rentals and other amounts due under any Lease;
- (e) **Warranties:** *[as set out in the Security Agreement, but, for the sake of brevity, not reproduced here]*

- (f) **Other Rights:** the benefit of any agreement, right, franchise, licence or permit relating to the aircraft and the operation thereof including, without limitation, a purchase agreement, bill of sale and operating agreement together with the Debtor's rights to receive, either directly or indirectly, from any party or Person, any payments due under such agreements;
- (g) **Other Related Personal Property:** all personal property related to the Aircraft including, without limitation, any and all accounts, intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts or other tangible and intangible property;
- (h) **Proceeds, Replacements, etc.:** all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth in paragraphs (a) and (g) above including, without limitation, any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.

The "Aircraft" are defined in Schedule "A" to the Security Agreement in the same manner as defined herein. Attached hereto as **Exhibit "7"** is a true copy of the Security Agreement.

8. On March 28, 2014, the Lender entered into a lease subordination agreement (the "**Lease Subordination Agreement**") with OpsMobil Inc. (to whom the Aircraft had been and were then leased by the Borrower). Under the Lease Subordination Agreement, OpsMobil Inc. agreed to subordinate all of its rights, title, and interest in and to the Aircraft, pursuant to the Lease or otherwise arising, to the right, security interests, title, and interest therein of the Lender. Attached hereto as **Exhibit "8"** is a true copy of the Lease Subordination Agreement.

The Loan

9. In or about March 2014, the Lender advanced funds to the Borrower in accordance with the Loan Agreement, to finance C-FXHP and to refinance C-GEMU.

The Security Registrations

10. ECN has registered its security interest against each of the Aircraft at the Alberta Personal Property Registry (the "**PPR**") on March 27, 2014 and at the International Registry established pursuant to the *Convention on International Interests In Mobile Equipment* (the "**Convention**") and the *Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment* (the "**Protocol**" and, together with the Convention, the "**Cape Town Convention**"), as adopted pursuant to the *Aircraft Objects Act*, on April 1, 2014. ECN has also registered its security interest in the engines for each of the Aircraft at the International Registry on April 1, 2014. Attached hereto as **Exhibits "9"** through to **"12"** are true copies of the Priority Search Certificates Issued by The International Registry for International Interests in Mobile Equipment (Aircraft Equipment) (the "**International Registry**") for each of the Aircraft and the engines for each of the Aircraft. Attached hereto as **Exhibits "13"** and **"14"** are true copies of the PPR Search Results for each of the Aircraft.

11. Third Eye Capital Corporation ("**Third Eye**") is also a creditor of OMGI with security over the Aircraft. I understand from ECN's counsel that Third Eye's security over the Aircraft is subordinate to that of ECN. As is reflected on the PPR Search Results for each of the Aircraft, Third Eye amended its registrations at the PPR as against OMGI and other debtors to add the Aircraft as serial number goods on December 11, 2014. There is no registration over the Aircraft in favour of Third Eye at the International Registry (nor in favour of any other creditor of OMGI).

12. It is my understanding that ECN has a perfected security interest over each of the Aircraft, in first priority to any other creditors of the Borrower.

The Loan Agreement

13. The Loan Agreement sets out the circumstances in which the Lender is entitled to cancel the loan and declare all indebtedness of the Borrower to the Lender under the Loan Agreement or

any related agreement to be immediately due and payable (the "**Events of Default**" and each, an "**Event of Default**"). Situations where Events of Default will occur include, but are not limited to:

- (a) if the Borrower fails to pay when due any outstanding principal amount owing under the Loan Agreement (section 11.1.1);
- (b) if the Borrower fails to pay when due any other amount payable under the Loan Agreement or any related documents within five (5) business days of its due date (section 11.1.2);
- (c) if the Borrower fails to duly perform any other term, condition, or covenant under the Loan Agreement or any other agreement between the Borrower and the Lender not otherwise specified in the Loan Agreement as an immediate Event of Default (a "**Default**"), and fails to remedy any such failure within thirty (30) days after having received written notice from the Lender (section 11.1.3);
- (d) if without the prior written consent of Lender there occurs any change in the control of the Borrower (section 11.1.13); and
- (e) if without the prior written consent of Lender the Borrower effects or authorizes any consolidation, merger, or amalgamation, unless the resulting entity assumes in writing all of the obligations of the Borrower to the Lender and unless that entity is, in the opinion of the Lender, no less creditworthy than the Borrower (section 11.1.14).

14. Pursuant to section 11.2 of the Loan Agreement the Lender has certain rights and remedies upon the occurrence of an Event of Default, including but not limited to: (i) any remedy available to the Lender under law or the Cape Town Convention; (ii) declaring the indebtedness immediately due and payable; (iii) pursuing and enforcing any of the Lender's rights and remedies under the Loan Agreement, the Security Agreement, or otherwise provided under or pursuant to any applicable law or agreement; and (iv) availing itself of the benefits of Cape Town Alternative A (as is discussed below) and all other remedies under the Cape Town Convention with respect to

the right to take possession of the Aircraft, Airframe or Engine (as those terms are defined in the Loan Agreement).

15. There has been no waiver (in writing or otherwise) of any right, remedy or option of the Borrower by the Lender.

Initial Events of Default

16. On or about June 22 and 23, 2017, Heli Appraisals International, a Division of Heli Connections Aviation Inc. ("**Heli Connections**") carried out inspections of the Aircraft for ECN ("**Inspection 1**"), which ECN is permitted to do pursuant to the Loan Agreement. Attached hereto as **Exhibit "15"** is a true copy of the report of Heli Connections regarding Inspection 1.

17. Inspection 1 indicated extensive discrepancies in the condition of C-FXHP, including, without limitation, that:

- (a) the engine was not mounted on the airframe and was missing;
- (b) C-FXHP was partially disassembled with parts taken from C-FXHP and installed in other aircraft;
- (c) numerous parts belonging to C-FXHP were missing; and
- (d) the main rotor blades and gearbox had been removed.

18. Inspection 1 also indicated that C-FXHP had not flown since September 21, 2016.

19. As a result of Inspection 1, I and others at ECN became aware that the engine for C-FXHP described as a Lycoming (Honeywell) model LTS101-700D2 engine bearing manufacturer's serial number LE-43005C (the "**C-FXHP Engine**") had been removed from C-FXHP.

20. At or around the same time in the summer of 2017 that I learned of the state of disrepair of C-FXHP, the Borrower confirmed that its annual consolidated financial statements for 2016 had not yet been prepared. Upon ECN's request for the Borrower's quarterly financial statements for 2017 as required under the Loan Agreement, the Borrower refused to provide the statements.

First Notice

21. By letter dated August 8, 2017, ECN provided notice to the Defendants of the occurrence and continuation of multiple Defaults and Events of Default under the Loan Agreement, specifically pursuant to sections 10.1.14, 10.1.20, 10.1.21, 10.1.22, and 10.6, relating to the state of the Aircraft and to the Borrower's refusal to provide the required financial statements. The letter gave the Borrower thirty (30) days from receipt thereof to remedy these and any other continuing Defaults and Events of Default of which ECN may have been unaware. Attached hereto as **Exhibit "16"** is a true copy of the letter dated August 8, 2017.

Subsequent and Continuing Events of Default

22. In accordance with the Loan Agreement, ECN arranged for additional inspections of the Aircraft, which took place in October 2017 ("**Inspection 2**") and March 2018 ("**Inspection 3**"). Inspection 2 and Inspection 3 were carried out by Sean Kennedy, a Technical Representative at ECN. Attached hereto as **Exhibit "17"** are true copies of the inspection reports prepared by Mr. Kennedy in relation to Inspection 2. Attached hereto as **Exhibit "18"** are true copies of the inspection reports prepared by Mr. Kennedy in relation to Inspection 3.

23. Mr. Kennedy's inspections of C-FXHP led me and others at ECN to understand that the Events of Default from the summer of 2017 relating to the state of C-FXHP were not remedied and were continuing, and that further Defaults or Events of Default relating to the state of C-FXHP had occurred. The inspection reports from Inspection 3 indicated that the C-FXHP Engine had been removed in January 2016 and transported to Intermountain Turbine Services, Inc. ("**Intermountain**") in Utah for repair, and that two other engines had subsequently been installed, but that the most recently installed engine had been removed on September 26, 2016.

24. Mr. Kennedy's March 2018 inspection report on C-GEMU and my subsequent discussions with Mr. Kennedy led me and others at ECN to understand that the corporate organization and management of the Borrower had changed, and that certain parts on C-GEMU required repair, service or replacement, all of which constituted further Defaults or Events of Default pursuant to the Loan Agreement.

25. The Borrower failed to make its April 1, 2018 loan payment in the amount of CDN \$17,981.00 until April 30, 2018. The Borrower subsequently failed to make its May 1, 2018 loan payment, although ECN ultimately obtained the amount of the May 1, 2018 loan payment by debiting a deposit account belonging to the Borrower, as permitted under the Loan Agreement. The Borrower has since failed to make both its June 1, 2018 and July 1, 2018 loan payments. No further loan payments have been made. ECN has not been permitted to take possession of the Aircraft since that time.

26. The Borrower has undergone amalgamations without ECN's knowledge or the prior written authorization of ECN and without having assumed in writing all of the obligations of the Borrower under the Loan Agreement. This has resulted in the Guarantors being amalgamated into OMGI, the successor to the Borrower. I understand that this also constitutes an Event of Default under the Loan Agreement.

Second Notice

27. By letter sent April 17, 2018, ECN, through its counsel, Bennett Jones LLP, advised OMGI and the Guarantors:

- (a) that the Events of Default set out in the letter of August 8, 2017 had not been remedied and were continuing;
- (b) that the Borrower had failed to make its April 1, 2018 loan payment, which constituted an additional Event of Default under the Loan Agreement and the Security Agreement;
- (c) that, as a result of its failure to make its April 1, 2018 loan payment and other Events of Default, ECN declared the Borrower's entire indebtedness immediately due and payable; and
- (d) that, absent payment, counsel was instructed to enforce the security and collect the indebtedness from the Borrower and the Guarantors, in accordance with their agreements with the Lender.

28. The Events of Default set out in the letter of August 8, 2017 still have not been remedied, and the Borrower and the Guarantors have not paid the outstanding indebtedness to ECN, payment of which was demanded in the letter sent April 17, 2018. Attached hereto as **Exhibit "19"** is an unsigned copy of the letter sent April 17, 2018, and proof of delivery of the same.

Seizure of Collateral

29. As a result of the Events of Default and the failure of the Borrower to pay the outstanding indebtedness, ECN instructed Allied Shortridge Civil Enforcement Agency Inc. ("**Allied Shortridge**") to seize the Aircraft and parts belonging to the Aircraft on a bailee's undertaking, and the journey log books and component log cards (for which instruction was given to take physical possession).

30. On or about May 11, 2018, bailiffs from Allied Shortridge attended at the locations of C-FXHP (in Whitecourt, Alberta), C-GEMU (in Grande Prairie, Alberta), and the books and records relating to the Aircraft, including journey log books and component log cards (in Calgary, Alberta), and seized the same. In particular, Allied Shortridge seized:

- (a) C-FXHP and all of its component parts, on a bailee's undertaking;
- (b) C-GEMU and all of its component parts, save and except a new windshield that had not been installed on C-GEMU and accordingly was not considered to be a component part of C-GEMU, on a bailee's undertaking; and
- (c) All books and records relating to the Aircraft, including journey log books and component log cards, by taking physical possession of the same. Many of those records were sent by OMGI to Allied Shortridge electronically over the next several days.

Attached hereto as **Exhibit "20"** is a true copy of the Bailiffs' reports and documents included therewith, including copies of the Notices of Seizure and of photographs taken by the bailiffs at the time of the seizure.

31. The seizures of C-FXHP and of C-GEMU and each of their component parts included seizure of the goods described in Appendix "A" to the Notice of Seizure. Appendix "A" to the

Notice of Seizure for C-FXHP references the complete engine with serial number LE43005C (the C-FXHP Engine) with accessories. I am advised by Dan Stryda of Allied Shortridge and do believe that the bailiffs gave the Notice of Seizure of each of the Aircraft to OMGI or its agents at the time of carrying out the seizure on May 11, 2018.

Statement of Claim

32. I am advised by ECN's counsel and do verily believe that on May 11, 2018, ECN filed a Statement of Claim in relation to the indebtedness owed to ECN by OMGI and the Guarantors, and served the same upon OMGI and the Guarantors (which have amalgamated to form OMGI) shortly thereafter. Attached hereto as **Exhibit "21"** is a true copy of the Statement of Claim filed by ECN. ECN was hopeful that the seizures of the Aircraft and the service of a Statement of Claim would prompt resolution of the dispute between ECN and OMGI, such that ECN could avoid the further enforcement steps of taking possession of, marketing and selling the seized Aircraft. That did not occur.

Incomplete Records

33. On June 14, 2018, ECN's civil enforcement agency, Allied Shortridge, released the seized books and records in relation to the Aircraft to ECN. Attached hereto as **Exhibit "22"** is a true copy of the release dated June 14, 2018.

34. I am advised by Mike O'Reilly of Eagle Copters Inc. and do believe that he reviewed the said books and records on behalf of ECN and determined that they were incomplete. In particular, the log books and component log cards for C-FXHP were not included in the books and records provided by OMGI to the civil enforcement agency. On July 17, 2018, counsel for ECN wrote to counsel for OMGI and to Ernst & Young Inc. ("**EYI**", in its capacity at that time as the Monitor in the CCAA proceedings in relation to OMGI) to request that the complete books and records related to C-FXHP be delivered to ECN. A true copy of this correspondence is attached to this Affidavit as **Exhibit "26"**, as noted below. No response has been received to that request.

Attempt to Take Possession

35. I am advised by Dan Syryda of Allied Shortridge that on July 6, 2018, ECN's civil enforcement agents attended at the locations of each of the Aircraft, each of which remained seized on a bailee's undertaking, to take possession of the Aircraft and to serve a Notice of Intention of Disposition of Collateral with respect to each of the Aircraft. I am advised by Dan Syryda at Allied Shortridge that at that time, the Borrower or its agents provided the civil enforcement agents with a copy of an Interim Stay Order that had been granted by this Honourable Court in Court File No. 1801-09424 on July 4, 2018 pursuant to the *Companies' Creditors Arrangement Act*, in relation to OMGI and others (the "**Interim Stay Order**") and the Borrower or its agents took the position that the civil enforcement agents were stayed from taking possession of the seized Aircraft. As a result, the civil enforcement agents refrained from taking possession of the seized Aircraft. Attached hereto as **Exhibit "23"** is a true copy of the Interim Stay Order.

Reservation of Rights

36. I am advised by copy of emails sent by ECN's counsel that on July 6, 2018, upon learning of the Interim Stay Order, ECN's counsel contacted counsel for OMGI, and then contacted counsel for Third Eye on July 9, 2018, to discuss ECN's claim over the seized Aircraft. Attached hereto and marked as **Exhibit "24"** is a true copy of an email sent by ECN's counsel to counsel for OMGI and counsel for Third Eye on July 9, 2018 (without attachments, which are included in other Exhibits to this Affidavit).

37. On July 10, 2018, ECN requested, and OMGI, Third Eye, and this Honourable Court agreed to include the following paragraph in the Initial Order granted pursuant to the CCAA on that date (the "**CCAA Initial Order**"):

This Order is without prejudice to the right of ECN Aviation Inc. to apply to this Court for an Order declaring that (i) the assets of OpsMobil Group Inc. that were seized on May 11, 2018 on behalf of ECN Aviation Inc. are not subject to the provisions of this Order, and (ii) ECN Aviation Inc. is entitled to take possession and dispose of the said assets in accordance with the *Personal Property Security Act*, RSA 2000, c P-7.

Attached hereto as **Exhibit "25"** is a true copy of the CCAA Initial Order.

Vaitonis Affidavit, Exhibit "*", para 49.

38. The same wording was included at paragraph 38 of the Receivership Order granted in these proceedings on July 19, 2018, and at paragraph 38 of the Amended Receivership Order granted in these proceedings on August 7, 2018.

Requests for Possession

39. ECN's counsel wrote to counsel for OMGI, counsel for Third Eye and to EYI (at that time, in its capacity as Monitor pursuant to the CCAA proceedings in relation to OMGI) on July 17, 2018 to request their consent to an Order directing that ECN and the Aircraft are not subject to the Order granted on July 10, 2018 in the CCAA proceedings in relation to OMGI or any subsequent order granted in those proceedings, and that ECN is permitted to take possession of the Aircraft (including all of their component parts and specifically the C-FXHP Engine) for the purpose of marketing and selling the same, in accordance with the PPSA, and that OMGI deliver up the log books and component log cards for C-FXHP which were not provided to the civil enforcement agency at the time of seizure of the same on May 11, 2018. Attached hereto as **Exhibit "26"** is a true copy of the letter from ECN's counsel to EYI, counsel for OMGI and counsel for Third Eye dated July 17, 2018 (without enclosures, which are already exhibited to this Affidavit).

40. On August 9, 2018, Roch Dallaire of Gemini Heli Ltd. emailed me an invoice in the amount of \$48,825.00 for "parking, storage, hangarage and security of aircraft C-GEMU (Ser #1057) as per Warrant dated May 9, 2018," at an apparent rate of \$500 per day for 93 days. On August 15, 2018, ECN's counsel wrote to Gemini Heli Ltd. (with a copy to the Receiver and its counsel) in response to the emailed invoice, noting the obligations pursuant to the bailee's undertaking given at the time of seizure of C-GEMU, that personnel on site at the location of C-GEMU had prevented ECN's civil enforcement agent from taking possession of C-GEMU on July 6, 2018, that it had written to the Receiver to request that ECN be permitted to take possession of C-GEMU, and that ECN would not be paying the invoice. Attached hereto as **Exhibit "27"** is a true copy of the email from Gemini Heli Ltd. Attached hereto as **Exhibit "28"** is a true copy of the response from ECN's counsel to Gemini Heli Ltd.

41. I am advised by ECN's counsel and do verily believe that ECN's counsel followed up again on ECN's request to EYI (by that time, in its capacity as the court-appointed receiver and manager of OMGI and other debtors (the "**Receiver**")) to take possession of the Aircraft, by phone, and by email on August 23, 2018. Attached hereto as **Exhibit "29"** is a true copy of the email from ECN's counsel dated August 23, 2018, and a response from Receiver's counsel dated August 24, 2018.

42. The Receiver's counsel sent a letter to ECN's counsel on September 12, 2018, regarding a garage keeper's lien claim asserted over the C-FXHP Engine, as is set out in further detail below. That letter did not respond to ECN's request to take possession of and market and sell the Aircraft. Attached hereto as **Exhibit "30"** is a true copy of the letter from the Receiver's counsel dated September 12, 2018.

43. ECN's counsel wrote to counsel for EYI, by that time, in its capacity as the court-appointed receiver and manager of OMGI and other debtors (the "**Receiver**") on September 14, 2018 to follow up on its letter of July 17, 2018, and noted the following:

Our client is concerned that as time passes, the value of C-FXHP and C-GEMU and all component parts thereof deteriorates, not just due to the passage of time, but also due to the fact that the Aircraft have been left dormant since their seizure, and may not be properly maintained by the debtor. Leaving helicopters dormant and failing to maintain them can lead to condemnation of the engine or decertification of aircraft.

Attached hereto as **Exhibit "31"** is a true copy of the letter from ECN's counsel dated September 14, 2018.

44. I am advised by ECN's counsel and do verily believe that ECN's counsel phoned and again wrote to the Receiver's counsel on October 31, 2018 to follow up on ECN's request to take possession of the Aircraft. Attached hereto as **Exhibit "32"** is a true copy of the letter from ECN's counsel dated October 31, 2018 (without enclosures to the July 17, 2018 letter enclosed therewith, which are included in other Exhibits to this Affidavit).

45. I am advised by ECN's counsel and do verily believe that to date, other than the September 12, 2018 letter regarding the C-FXHP Engine, ECN has not received any response to its requests as set out in its letters to the Receiver and/or its counsel.

The C-FXHP Engine

46. As noted above, as a result of Inspection 3, I and others at ECN learned in or about March 2018 that in or about January 2016, without the knowledge or consent of ECN, OMGI removed the C-FXHP Engine from C-FXHP and transported it to Intermountain in Utah for repair.

47. In or about June 2018, I spoke with Jaclyn Hawke at Intermountain and was advised that Intermountain disassembled the C-FXHP Engine and has been in continuous possession of the same at its facility in Utah since receiving the C-FXHP Engine from OMGI in February 2016.

48. ECN has a first priority security registration over C-FXHP and the C-FXHP Engine, and ECN's U.S. counsel has advised Intermountain of the same.

49. I understand from discussions between ECN's U.S. counsel and Intermountain personnel in early July, 2018, that upon receipt of payment in the amount of US \$10,000 for Intermountain's work disassembling the C-FXHP Engine, Intermountain was willing to release possession of the C-FXHP Engine to ECN. ECN has not received any subsequent indications to the contrary from Intermountain.

50. On or about July 11, 2018, ECN became aware that Rilpa Enterprises Ltd. ("**Rilpa**") had contacted Intermountain and was seeking to take possession of the C-FXHP Engine from Intermountain, on the basis that it claimed to own the C-FXHP Engine. On or about July 16, 2018, counsel for ECN wrote to Rilpa to request that it cease and desist from attempting to take possession of the C-FXHP Engine, over which ECN held a security interest. On July 19, 2018, counsel for Rilpa provided counsel for ECN with a copy of an Alberta PPR search result, showing a garage keepers' lien registered July 6, 2018 against the C-FXHP Engine in favour of Rilpa pursuant to the *Garage Keepers' Lien Act*, RSA 2000, c G-2 for the amount of \$42,150.00, listing OpsMobil Inc. (rather than OMGI) as the owner of the C-FXHP Engine, and claiming that Rilpa was currently in possession of the C-FXHP Engine. July 6, 2018 is the same date that ECN attempted to take possession of the seized Aircraft. Attached hereto as **Exhibits "33"** and **"34"**

are true copies of the letter from counsel for ECN dated July 16, 2018 (without enclosures, which are included in other Exhibits to this Affidavit) and the letter from counsel for Rilpa dated July 19, 2018.

51. On or about July 25, 2018, having been made aware of Rilpa's attempt to take possession of the C-FXHP Engine from Intermountain, counsel for the Receiver wrote to counsel for Rilpa and counsel for ECN to advise that it was analyzing the security interests of Rilpa and of ECN to the C-FXHP Engine, and requested that ECN and Rilpa refrain in the meantime from taking any steps with respect to the C-FXHP Engine or any of the receivership debtors or their property. Attached hereto as **Exhibit "35"** is a true copy of the letter from the Receiver's counsel dated July 25, 2018.

52. I am advised by ECN's counsel and do verily believe that on October 17, 2018, in response to her request, counsel for Rilpa provided her with a copy of additional correspondence sent by Rilpa's counsel to the Receiver's counsel in relation to Rilpa's claim. Attached hereto as **Exhibit "36"** is a true copy of the correspondence forwarded by Rilpa's counsel to ECN's counsel on October 17, 2018.

53. On or about September 12, 2018, counsel for the Receiver wrote to counsel for Rilpa and counsel for ECN and advised that based on the information provided to the Receiver to date, the validity and enforceability of Rilpa's claim to a garage keepers' lien claim could not be confirmed, and as a result, that the Receiver's view was that the ECN security interest in the C-FXHP Engine had priority over Rilpa's claim. Attached hereto as **Exhibit "37"** is a true copy of the letter from the Receiver's counsel dated September 12, 2018.

54. On September 25, 2018, counsel for ECN wrote to Rilpa and its counsel pursuant to section 10(2) of the *Garage Keepers' Lien Act* and demanded that Rilpa register a financing statement to discharge its garage keepers' lien registered at the Alberta PPR over the C-FXHP Engine and that Rilpa confirm that it had no claim over the C-FXHP Engine. Attached hereto as **Exhibit "38"** is a true copy of the letter from ECN's counsel to Rilpa and its counsel dated September 25, 2018.

55. Rilpa failed to discharge its registration of a garage keepers' lien by October 25, 2018 and failed to obtain an Order of this Honourable Court confirming that the registration need not be

amended or discharged by October 25, 2018, as required pursuant to section 10(3) of the *Garage Keepers' Lien Act*. As such, in accordance with sections 10(3) and 10(4), ECN wrote to the Registrar of the PPR on October 26, 2018 and provided proof of delivery of its September 25, 2018 letter to Rilpa and its counsel demanding the discharge of the said garage keepers' lien. Attached hereto as **Exhibit "39"** is a true copy of the letter from ECN's counsel to the Registrar of the PPR dated October 26, 2018. The Registrar discharged the registration of the garage keepers' lien. As such, there are no valid garage keepers' lien claims nor any other claims in favour of Rilpa that take priority to ECN's secured claim over the C-FXHP Engine. Attached hereto as **Exhibit "40"** is a true copy of the confirmation of the discharge of the registration of the garage keepers' lien.

56. In addition to the above, ECN has several other grounds for its position that the garage keepers' lien claimed by Rilpa is invalid and has no merit. ECN will raise those grounds in relation to the application to be heard by this Honourable Court on December 17, 2018.

Next Steps

57. Upon gaining possession of the Aircraft, including all component parts thereof (and including the C-FXHP Engine) and all books and records, ECN intends to market and sell the Aircraft, in a commercially reasonable manner, so as to realize upon its security.

58. ECN has gained no benefit as a result of the receivership of OMGI. To the contrary, ECN had already seized the Aircraft long before the receivership of OMGI or any court-ordered stay of proceedings in favour of OMGI, and as a result of the court-ordered stays of proceedings and the receivership, ECN has been prevented from taking possession of the seized assets over which it hold security, in first priority. In the meantime, the value of the Aircraft has likely deteriorated, particularly if the Aircraft are not being properly maintained. A failure to properly maintain helicopters such as the Aircraft can lead to such things as the condemnation of the engines or decertification of the helicopters.

Relief Sought

59. I make this Affidavit in support of an Order:

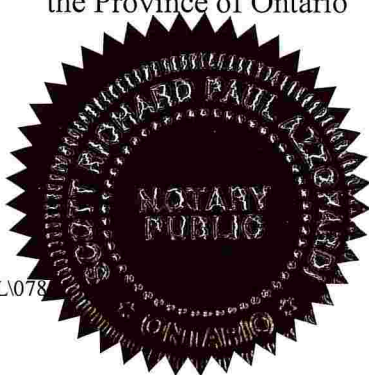
- (a) declaring that ECN has a first-priority security interest in the Aircraft;
- (b) declaring that ECN was entitled to seize the Aircraft on May 11, 2018 and that ECN's seizure of the Aircraft on May 11, 2018 is authorized and valid;
- (c) authorizing ECN to immediately take possession of the Aircraft;
- (d) directing the Receiver, the debtors (being the Respondents to this Action), the bailees of the Aircraft and all other persons and entities to cooperate in permitting ECN to take possession of the Aircraft, forthwith, without delay or disruption, and to immediately provide possession to ECN of all books and records relating to the Aircraft, including but not limited to all journey log books and component log cards for the Aircraft;
- (e) declaring that the Aircraft that were seized on May 11, 2018 on behalf of ECN are not subject to the provisions of the Interim Stay Order filed July 4, 2018, the CCAA Initial Order filed July 6, 2018, the Receivership Order filed July 19, 2018, or the Amended Receivership Order filed August 7, 2018, including but not limited to the stays of proceedings imposed by those Orders and the court-ordered priority charges against the assets of the debtors (the Respondents to this Action); and
- (f) declaring that ECN is authorized to take possession of and market and sell the Aircraft in a commercially reasonable manner without further Order of this Honourable Court.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, this
18 day of November, 2018.

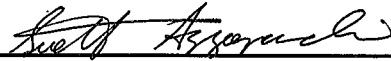


A NOTARY PUBLIC in and for
the Province of Ontario


ALGIS VAITONIS



THIS IS EXHIBIT "1" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2016.

B E T W E E N:

ELEMENT FINANCIAL CORPORATION, a corporation amalgamated under the laws of Ontario

(hereinafter referred to as the “**Vendor**”)

OF THE FIRST PART;

- and -

ELEMENT AVIATION INC., a corporation incorporated under the laws of Ontario

(hereinafter referred to as the “**Purchaser**”)

OF THE SECOND PART.

WHEREAS the Purchaser is a direct wholly-owned subsidiary of the Vendor;

AND WHEREAS the Vendor desires to sell or transfer to the Purchaser and the Purchaser desires to purchase from the Vendor the Purchased Assets and to assume the Assumed Liabilities;

AND WHEREAS the parties intend that the Purchased Assets be transferred at their fair market value [REDACTED] as more fully set out in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each of the Vendor and the Purchaser agrees as follows:

ARTICLE I INTERPRETATION

Section 1.01 Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the attached Schedule A.

Section 1.02 Construction of Agreement. In this Agreement:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) all usage of the word “including” in this Agreement shall mean “including without limitation” throughout this Agreement;
- (c) any reference to a statute shall mean the statute in force as at the Closing Date, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

- (d) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the words “from” means “from and including” and the words “to” and “until” each means “to but excluding” and if the last day of any such period is not a business day, such period shall end on the next business day;
- (e) the division of this Agreement into separate Articles, Sections, subsections and Schedules, the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (f) unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian dollars.

ARTICLE II PURCHASE AND SALE OF ASSETS AND PURCHASE PRICE

Section 2.01 Purchase and Sale and Assumption. Subject to the terms and conditions of this Agreement, the Vendor hereby sells, assigns, conveys, transfers and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and takes possession of and title to, all of the Vendor’s right, title and interest in and to all of the Purchased Assets, subject to Permitted Encumbrances (the “**Asset Transfer**”).

Section 2.02 Assumption of Liabilities. The Purchaser hereby assumes, and shall pay when due or discharge or perform when required, all of the Assumed Liabilities. Without limiting the foregoing, it is agreed that the Purchaser shall have no liability or obligations with respect to any of the Excluded Liabilities.

Section 2.03 Purchase Price. [REDACTED.]

Section 2.04 Payment of the Purchase Price. The Purchaser hereby pays and satisfies the Purchase Price by:

(a) [REDACTED];

(b) [REDACTED]; and

(c) [REDACTED].

Section 2.05 Allocation of Consideration. [REDACTED].

Section 2.06 Price Adjustment.

(a) [REDACTED].

(b) [REDACTED].

Section 2.07 Tax Elections.

(a) [REDACTED].

(b) [REDACTED].

(c) [REDACTED].

(d) [REDACTED].

(e) [REDACTED].

Section 2.08 Transfer Taxes. Subject to Section 2.07(d) and (e), the Purchaser shall be liable for and shall pay all federal and provincial sales taxes, land transfer taxes and all other similar taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Assets to the Purchaser save and except any income or corporation taxes payable by the Vendor. The Purchaser shall provide the Vendor with a purchase exemption certificate or its equivalent to support any reasonable exemption claimed in respect of the Purchased Assets.

Section 2.09 Final Determination of Purchase Price and Allocation. The Purchaser and the Vendor agree that the Purchase Price shall be allocated among the Purchased Assets in the manner to be agreed upon between the Parties within 180 days hereof, subject to any adjustment under Section 2.06. Such allocation of the Purchase Price as determined under this Section 2.09 shall be finally determined between the parties as soon as reasonably practicable following the Closing Date, and in any event within 180 days thereof. The Purchaser and the Vendor shall each make consistent use of such allocation for all relevant Tax purposes and in any and all relevant Tax returns and Tax or other filings, declarations and reports. Neither the Vendor nor the Purchaser shall contend or represent that such allocation is not correct.

Section 2.10 [REDACTED].

(a) [REDACTED].

(i) [REDACTED];

(ii) [REDACTED].

[REDACTED].

(iii) [REDACTED].

(b) [REDACTED].

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and the purchase by the Purchaser of the Purchased Assets:

Section 3.01 Corporate Status. The Vendor is a corporation duly amalgamated, organized and validly subsisting under the laws of the Province of Ontario and has the corporate power and capacity to enter into and perform its obligations under this Agreement.

Section 3.02 Authorization and Enforceability. This Agreement has been duly executed and delivered by, and constitutes the legal, valid and binding obligations of, the Vendor, enforceable against the Vendor in accordance with its terms, subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, such as the remedies of injunction and specific performance, may be granted only in the discretion of a court of competent jurisdiction.

Section 3.03 [REDACTED].

Section 3.04 Title, etc. The Vendor will be the owner of the Purchased Assets at the Closing Date free and clear of any and all liens, pledges, charges, mortgages, security interests, claims and other encumbrances, save and except for Permitted Encumbrances.

Section 3.05 Vendor Residence. [REDACTED].

Section 3.06 GST/HST and QST Registration. [REDACTED].

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in connection with the entering into of this Agreement and the sale by the Vendor of the Purchased Assets.

Section 4.01 Corporate Status. The Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Ontario and has the corporate power and capacity to enter into and perform its obligations under this Agreement.

Section 4.02 Authorization and Enforceability. This Agreement has been duly executed and delivered by, and constitutes the legal, valid and binding obligations of, the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, such as the remedies of injunction and specific performance, may be granted only in the discretion of a court of competent jurisdiction.

Section 4.03 Capitalization. The Common Shares have been duly authorized and validly issued and are fully paid and non-assessable shares in the capital of the Purchaser. No such shares have been issued in violation of any pre-emptive or similar rights.

Section 4.04 GST/HST and QST Registration. [REDACTED].

ARTICLE V SURVIVAL OF COVENANTS

Section 5.01 Survival of the Covenants. The covenants, representations and warranties of each of the Vendor and the Purchaser contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the Closing Date, and, notwithstanding transfer of the Purchased Assets to the Purchaser, nor any investigation made by or on behalf of either Party, shall continue in full force and effect for the benefit of each Party, as applicable.

ARTICLE VI CERTAIN COVENANTS OF THE PARTIES

Section 6.01 [REDACTED].

Section 6.02 [REDACTED].

ARTICLE VII COMPLETION ARRANGEMENTS

Section 7.01 Completion. In connection with the transfer of the Purchased Assets to the Purchaser:

- (a) the Vendor shall deliver to the Purchaser all necessary deeds, conveyances, bills of sale, assurances, transfers, assignments, and any other documents necessary or reasonably required to transfer the Purchased Assets to the Purchaser with a good and marketable title, free and clear of all mortgages, liens, charges, pledges, claims, security interests or encumbrances whatsoever, save and except for Permitted Encumbrances; and
- (b) the Vendor shall deliver physical possession of the Purchased Assets to the Purchaser taking into account the nature of each asset to be delivered.

Section 7.02 Bulk Sales. The Purchaser hereby waives compliance by the Vendor with any applicable bulk sale or bulk transfer laws in any jurisdiction in connection with the purchase and sale of the Purchased Assets, including the *Bulk Sales Act* (Ontario). In consideration of this waiver, the Vendor agrees to indemnify and save the Purchaser harmless from all claims arising out of the failure to comply with such laws.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Notices. All notices, demands, requests, demands and other communications under this Agreement shall be in writing and shall be effectively given if: (a) delivered by hand; (b) sent by e-mail communication; or (c) sent by pre-paid courier services addressed as follows:

(a) to Purchaser at:

Element Aviation Inc. c/o Element Financial Corporation
161 Bay Street, Suite 3600
Toronto, Ontario
M5J 2S1

Attention: [REDACTED].
Facsimile:
Email:

(b) to Vendor at:

Element Financial Corporation
161 Bay Street, Suite 3600
Toronto, Ontario
M5J 2S1

Attention: [REDACTED].
Facsimile:
Email:

Section 8.02 Time of the Essence. Time shall be of the essence of this Agreement.

Section 8.03 Entire Agreement. This Agreement including the recitals and all Schedules hereto, together with the other documents to be delivered pursuant hereto, embody the entire agreement of the parties as to the subject matter contained in this Agreement. There are no promises, terms, conditions, or obligations between the parties regarding the subject matter of this Agreement other than those contained in this Agreement or any agreement required to be executed, delivered and performed pursuant to this Agreement and any attachments hereto or thereto. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. Without limiting the generality of foregoing, no communication passing between the parties, concerning any matter during the negotiation of this Agreement, is a part of this Agreement, nor does it have the effect of modifying or adding to this Agreement.

Section 8.04 Further Assurances. Each of the parties hereto upon the request of the other party hereto shall do, execute, acknowledge and or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments (including assignments in registrable form of intellectual and industrial property rights), transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

Section 8.05 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party to this Agreement irrevocably attorns to

and submits to the jurisdiction of the courts of the Province of Ontario with respect to any matter arising under or relating to this Agreement.

Section 8.06 Severability. If any provision of this Agreement is invalid, held to be illegal, or is unenforceable, then notwithstanding any invalidity, illegality, or unenforceability of the provision, the remainder of this Agreement shall subsist and shall be in full force and effect as though the invalid, illegal or enforceable provision has been omitted from this Agreement.

Section 8.07 Modification of the Agreement. No amendment, modification, change to or discharge of any term or provision of this Agreement shall be valid or binding unless it is in writing and signed by all of the parties. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom the waiver is asserted.

Section 8.08 Successors and Assigns. This Agreement shall be binding up and enure to the benefit of the parties and their respective successors assigns. Neither party shall assign this Agreement without the prior written consent of the other party.

Section 8.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute a single agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

ELEMENT FINANCIAL CORPORATION

Per: 
Name: Michel Béland
Title: Chief Financial and Administrative Officer

Per: 
Name: Jim Nikopoulos
Title: Senior Vice President, General Counsel
& Corporate Secretary

ELEMENT AVIATION INC.

Per: 
Name: Jim Nikopoulos
Title: Secretary

Schedule A

“Agreement” means this asset purchase agreement, as amended, supplemented or otherwise modified from time to time, together with the schedules annexed hereto; and the expression **“Section”** followed by a number means and refers to the specified Section of this Agreement;

“Asset Transfer” has the meaning ascribed thereto in Section 2.01;

“Assumed Liabilities” means all of the Liabilities of the Vendor Related to the Business, other than the Excluded Liabilities, including the following (but in each case excluding any Excluded Liabilities):

- (a) all Liabilities to be performed under Contracts and Licenses;
- (b) all Payables; and
- (c) all Liabilities Related to the Business;

“Books and Records” means all of the books of account and other financial data and information Related to the Business and all other books, records, files and papers Related to the Business including drawings, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and, in each case, includes all such records, data and information stored electronically, digitally or on computer-related media;

“Business” means the aviation finance and leasing business vertical carried on by the Vendor and its subsidiaries on the Closing Date;

“Closing Date” means the date hereof;

[REDACTED].

“Contracts” means all pending and executory contracts, agreements, leases, loans, understandings and arrangements (whether oral or written) Related to the Business to which the Vendor is a party or by which the Vendor or any of the Purchased Assets is bound or under which the Vendor has rights, including Premises Leases and Personal Property Leases;

[REDACTED].

[REDACTED].

“Excise Tax Act” means the *Excise Tax Act* (Canada);

“Financial Records” means all of the books of account and other financial data and information Related to the Business, and includes all such books of account, data and information stored electronically, digitally or on computer-related media;

“GAAP” means generally accepted accounting principles for publicly-accountable enterprises as set out in the Canadian Institute of Chartered Accountants Handbook – Accounting;

“Governmental Authority” means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasigovernmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange or securities regulatory authority of a province of Canada;

[REDACTED].

“Intellectual Property” means all intellectual property and industrial property Related to the Business, throughout the world, whether or not registrable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject of a pending application for registration, patent or any other formal protection;

“Intellectual Property Rights” means, in respect of any Intellectual Property, all rights, interests and benefits of whatsoever nature or kind of the Vendor in respect of such Intellectual Property, whether such Intellectual Property is Owned Intellectual Property or Licensed-In Intellectual Property.

“Interests” has the meaning ascribed thereto in Section 6.01;

“Law” means, with respect to any Person, any domestic or foreign national, federal, provincial, state, municipal or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, statute, by-laws, statutory rule, Order or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, or its business, assets or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Authority, as amended;

“Leased Premises” means the real property that is leased, subleased, licensed to or otherwise occupied by, the Vendor and which is Related to the Business, including all improvements situate on, in, under, over or forming part of such real property;

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

“Licence” means any licence, permit, authorization, approval or other evidence of authority Related to the Business issued or granted to, conferred upon, or otherwise created for, the Vendor by any Governmental Authority;

“Licensed-In Intellectual Property” means all Intellectual Property (a) which is not Owned Intellectual Property, and (b) in which the Vendor has a right, interest, benefit, licence or permission to access, use, practice or otherwise enjoy or exploit, including pursuant to a Contract, covenant not to sue, custom or practice, Order or applicable law;

“Licensed-In Intellectual Property Rights” means all Intellectual Property Rights in the Licensed-In Intellectual Property;

“Lien” means any mortgage, charge, pledge, hypothec, security interest, assignment by way of security, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which secures payment or performance of an obligation and any option, right or privilege;

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority;

“Owned Intellectual Property” means all Intellectual Property in which the Vendor owns title;

“Owned Intellectual Property Rights” means all Intellectual Property Rights in the Owned Intellectual Property;

“Parties” means the Purchaser and the Vendor, and their respective successors and permitted assigns, and **“Party”** means one of either the Purchaser or the Vendor, and its respective successors and permitted assigns.

“Payables” means all trade accounts payable and other accounts payable Related to the Business, customer deposits Related to the Business and accrued Liabilities under Contracts;

“Permitted Encumbrances” means (i) the reservations, limitations, provisos and conditions expressed in the original grant from the Crown and any statutory exceptions to title, (ii) undetermined or inchoate or statutory liens, charges or privileges of contractors, subcontractors, mechanics, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of real or personal property, (iii) easements, servitudes, encroachments, restrictions, restrictive covenants, party wall agreements, rights of way, licenses, permits and other similar rights in real property (including easements, rights of way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables), (iv) Liens for Taxes not yet due and payable, (v) Liens for Taxes being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (vi) zoning and building by-laws and ordinances, regulations made by public authorities and other restrictions affecting or controlling the use, marketability or development of real property, (vii) agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers or services, including subdivision agreements, development agreements, site control agreements, engineering, grading or landscaping agreements and similar agreements, and (viii) such other imperfections or irregularities of title or Lien that, in each case, do not materially adversely affect the use of the properties or assets subject thereto or otherwise materially adversely impair business operations of such properties;

“Person” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including any Governmental Authority), syndicate or other entity, whether or not having legal status;

“Personal Property” means all machinery, equipment, furniture, motor vehicles and other chattels Related to the Business (including those in possession of suppliers, customers and other third parties);

“Personal Property Lease” means a chattel lease, equipment lease, conditional sales contract and other similar agreement relating to Personal Property to which the Vendor is a party or under which it has rights to use Personal Property;

“Premises Lease” means a lease, an agreement to lease, a sublease, a licence agreement and an occupancy or other agreement under which the Vendor has the right, or the Vendor has granted to another Person the right, to use or occupy any Leased Premises;

“Prepaid Amounts” means all prepayments, prepaid charges, deposits, sums and fees Related to the Business;

[REDACTED].

[REDACTED].

“Purchased Assets” means the assets set out in Schedule B hereto;

“QST Act” means *An Act respecting the Québec sales tax*;

[REDACTED].

“Receivables” means all accounts receivable, bills receivable, trade accounts, book debts and insurance claims Related to the Business, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits;

“Related to the Business” means, directly and exclusively used in, exclusively arising from or otherwise exclusively related to the conduct of the Business;

“Tax” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, goods and services/harmonized sales, sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;

“Tax Act” means the *Income Tax Act* (Canada), as amended;

[REDACTED].

“Tax Value” of any property included in the Purchased Assets means:

- (a) with respect to depreciable property of a prescribed class for the purposes of the Tax Act, the least of:
 - (i) the fair market value of the property at the Closing Date;
 - (ii) the Vendor’s cost of the property for the purposes of the Tax Act; and
 - (iii) the “undepreciated capital cost” to the Vendor of all property of that class for the purposes of the Tax Act immediately before the Closing Date;

- (b) with respect to inventory or capital property (other than property referred to in (a)), the lesser of:
 - (i) the “cost amount” to the Vendor of the property for the purposes of the Tax Act at the Closing Date; and
 - (ii) the fair market value of the property at the Closing Date;
- (c) with respect to “eligible capital property” in respect of a business of the Vendor for the purposes of the Tax Act, the least of:
 - (i) four-thirds times the Vendor’s “cumulative eligible capital” in respect of the business for the purposes of the Tax Act immediately before the Closing Date;
 - (ii) the cost to the Vendor of the property; and
 - (iii) the fair market value of the property at the Closing Date; and
- (d) with respect to any other property, the fair market value of the property at the Closing Date.

“Transferred Intellectual Property” means the Owned Intellectual Property and the Owned Intellectual Property Rights and all rights, interests and benefits in and to the Licensed-In Intellectual Property and the Licensed-In Intellectual Property Rights.

Schedule B

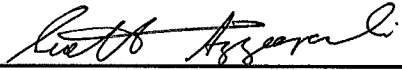
Purchased Assets

The Purchased Assets mean all assets of the Vendor Related to the Business other than the Excluded Assets, including the following (but in each case excluding any Excluded Assets):

1. all rights and interests of the Vendor in and to the Leased Premises and under the Premises Leases, including prepaid rents, security deposits and options to renew or purchase, rights of first refusal under the Premises Leases and all leasehold improvements owned by the Vendor and forming part of such Leased Premises;
2. all Personal Property and Personal Property Leases;
3. all Receivables;
4. all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others Related to the Business;
5. all Transferred Intellectual Property;
6. all Contracts, including, but not limited to, the Contracts set forth in the attached table;
7. all Licences;
8. the Books and Records;
9. the Prepaid Amounts;
10. all consents Related to the Business obtained by the Vendor or any of its subsidiaries from a third Person which permit or purport to permit communication with the third Person in compliance with CASL;
11. all goodwill Related to the Business; and
12. all proceeds of any or all of the foregoing received or receivable after the Closing Date.

Gemini Helicopters Inc.		
	BAO1585A-001	Aircraft Loan Agreement dated as of March28, 2014 between Gemini Helicopters Inc., as borrower, and Element Financial Corporation, as lender Aircraft Security Agreement dated as of March 28, 2014 between Gemini Helicopters Inc., as debtor, and Element Financial Corporation, as secured party

THIS IS EXHIBIT "2" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in black ink, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2018/04/30
Time of Search: 12:10 PM
Search provided by: BENNETT JONES SERVICES LIMITED PARTNERSHIP, CALG.

Service Request Number: 28912548
Customer Reference Number: 78704-1/KM/lyr

Corporate Access Number: 2119403042
Legal Entity Name: ECN AVIATION INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
ELEMENT AVIATION INC.	2016/10/18

Legal Entity Status: Active
Extra-Provincial Type: Other Prov/Territory Corps
Registration Date: 2015/12/22 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2015/12/11 YYYY/MM/DD
Home Jurisdiction: ONTARIO
Home Jurisdiction CAN: 002495657

Primary Attorney:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
BENTLEY	ROSS		BLAKE, CASSELS & GRAYDON LLP	855 - 2 STREET SW, SUITE 3500	CALGARY	ALBERTA	T2P 4J8

Head Office Address:

Street: 181 BAY STREET, SUITE 2830
City: TORONTO

Province: ONTARIO
Postal Code: M5J 2T3

Directors:

Last Name: COLTER
First Name: GRIER
Street/Box Number: 181 BAY STREET, SUITE 2830
City: TORONTO
Province: ONTARIO
Postal Code: M5J 2T3

Last Name: NIKOPOULOS
First Name: JIM
Street/Box Number: 181 BAY STREET, SUITE 2830
City: TORONTO
Province: ONTARIO
Postal Code: M5J 2T3

Voting Shareholders:

Legal Entity Name: ECN CAPITAL CORP.
Corporate Access Number: 2119850291
Street: 161 BAY STREET, SUITE 3600
City: TOROTNO
Province: ONTARIO
Postal Code: M5J 2S1
Percent Of Voting Shares: 100

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2017	2018/01/04

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/12/22	Register Extra-Provincial Profit / Non-Profit Corporation
2016/10/18	Name Change Extra-Provincial
2017/06/22	Change Director / Shareholder
2017/06/22	Change Address
2018/01/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



THIS IS EXHIBIT "3" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018



SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/04/30
Time of Search: 10:29 AM
Search provided by: BENNETT JONES SERVICES LIMITED PARTNERSHIP, CALG.

Service Request Number: 28910975
Customer Reference Number: 78704-1/KM/lyr

Corporate Access Number: 2019730114
Legal Entity Name: OPSMOBIL GROUP INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2016/06/01 YYYY/MM/DD

Registered Office:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4K9

Records Address:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4K9

Directors:

Last Name: TOBBER
First Name: RYAN
Street/Box Number: 133 WEST TERRACE POINT
City: COCHRANE

Province: ALBERTA
Postal Code: T4C 1S1

Voting Shareholders:

Legal Entity Name: 1734163 ALBERTA INC.
Corporate Access Number: 2017341633
Street: 1200, 815 8TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3P2
Percent Of Voting Shares: 75.99

Legal Entity Name: AIR DALLAIRE LTD.
Corporate Access Number: 208214684
Street: 10931-123 STREET
City: GRAND PRAIRIE
Province: ALBERTA
Postal Code: T3V 7Z3
Percent Of Voting Shares: 19

Last Name: CLEAR IDEAS INCORPORATED
Street: 150 KING STREET #2308
City: TORONTO
Province: ONTARIO
Postal Code: M5H 1J9
Percent Of Voting Shares: 1.25

Last Name: NORTH AMERICAN BOND COMPANY LIMITED
Street: 150 KING STREET #2308
City: TORONTO
Province: ONTARIO
Postal Code: M5H 1J9
Percent Of Voting Shares: 3.76

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO.

Share Transfers Restrictions: NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.

Min Number Of Directors: 1

Max Number Of Directors: 10

Business Restricted To: NO RESTRICTIONS.

Business Restricted From: NO RESTRICTIONS.

Other Provisions: NO SECURITIES OF THE CORPORATION, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.

Holding Shares In:

Legal Entity Name
OPSMOBIL INC.
K.L. CAPITAL CORP.
OPSMOBIL ENERGY SERVICES INC.
OPSMOBIL CONSTRUCTION INC.
SUNSET RECLAMATION LTD.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
208108076	810807 ALBERTA LTD.
209953553	LYNN'S HELICOPTER LEASING LTD.
206979072	OPSMOBIL GROUP INC.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2017	2017/06/30

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/06/01	Amalgamate Alberta Corporation
2017/06/30	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Amalgamation Agreement	10000207114354388	2016/06/01
Statutory Declaration	10000607114354391	2016/06/01
Share Structure	ELECTRONIC	2016/06/01

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



SHARE STRUCTURE SCHEDULE
REFERRED TO IN THE FOREGOING
ARTICLES OF AMALGAMATION

THE CLASSES OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

CLASS A COMMON SHARES

The Corporation is authorized to issue an unlimited number of Class A Common shares without nominal or par value (the "Class A Common Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) the holders of Class A Common Shares shall be entitled to receive notice of, and to attend and vote at, any meeting of the shareholders of the Corporation and are entitled to one vote for each Class A Common Share held;

(b) the holders of Class A Common Shares shall, as and when declared by the directors of the Corporation, in any fiscal year of the Corporation, be entitled to receive, and the Corporation shall pay thereon, out of monies of the Corporation properly applicable to the payment of dividends, non-cumulative, non-preferential dividends in such amount and in such form as the directors may from time to time declare, provided that the directors may, in their sole discretion, declare dividends on the Class A Common Shares to the exclusion of any other class of common shares of the Corporation entitled to dividends and may declare and pay dividends on the Class A Common Shares which exceed the dividends declared and paid on the shares of any other class of common shares of the Corporation entitled to dividends;

(c) in the event of the liquidation, dissolution, winding-up or return of capital, whether voluntary or involuntary, or any other distribution of the assets of the Corporation to any of its shareholders for the purposes of winding up its affairs, subject to the prior rights of the holders of Class E Preferred shares of the Corporation and the holders of Class F Preferred shares of the Corporation in respect of any payment or distribution of property or assets of the Corporation upon such dissolution, liquidation or winding-up as set out herein, the holders of the Class A Common Shares, the Class B Common shares of the Corporation, the Class C Common shares of the Corporation and the Class D Common shares of the Corporation shall be entitled to receive equally share for share the remaining property and assets of the Corporation; and

(d) the Class A Common Shares may, at any time and from time to time, be issued in one or more series, each series issuable up to the maximum number of shares, if any, as may be determined by resolution of the directors of the Corporation. The directors of the Corporation may, by resolution, subject to the following terms, create the designation of each series of the Class A Common Shares and the rights, privileges and conditions attaching to the shares of such series, including without limitation:

(i) the rate, amount or method of calculation of any dividends, whether cumulative, non cumulative or partially cumulative, and whether that rate, amount or method of calculation will be subject to change or adjustment in the future, the currency or currencies of payment, each date and place of payment of any dividends, each date from which any of those dividends will accrue and any preference of those dividends;

(ii) any rights of redemption and rights of purchase or either of them, and the redemption or purchase prices and the terms and conditions of any of those rights;

(iii) any rights of retraction vested in the holders of a series of Class A Common Shares and the redemption prices and terms and conditions of any of those rights, and whether any other rights of retraction may be vested in those holders in the future;

(iv) any voting rights;

(v) any conversion rights;

(vi) any rights to receive any property or assets of the Corporation upon its dissolution or liquidation, or upon any distribution for the purpose of winding up its affairs, and the amount and preference of any of those rights;

(vii) any sinking fund or purchase fund; and

(viii) any other provisions attaching to any series of the Class A Common Shares,

provided that no rights, privileges, restrictions or conditions attached to a series of Class A Common Shares authorized hereunder shall confer on shares of such series greater voting rights than are attached to shares of any other series of Class A Common Shares that are then outstanding, or a priority in respect of dividends or return of capital over shares of any other series of Class A Common Shares that are then outstanding; and if any cumulative dividends or amounts payable on return of capital in respect of a series of Class A Common Shares are not paid in full, the shares of all series of Class A Common Shares will participate rateably in respect of accumulated dividends and return of capital.

CLASS B COMMON SHARES

The Corporation is authorized to issue an unlimited number of Class B Common shares without nominal or par value (the "Class B Common Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) the holders of Class B Common Shares shall be entitled to receive notice of, and to attend and vote at, any meeting of the shareholders of the Corporation and are entitled to one vote for each Class B Common Share held;

(b) the holders of Class B Common Shares shall, as and when declared by the directors of the Corporation, in any fiscal year of the Corporation, be entitled to receive, and the Corporation shall pay thereon, out of monies of the Corporation properly

applicable to the payment of dividends, non-cumulative, non-preferential dividends in such amount and in such form as the directors may from time to time declare, provided that the directors may, in their sole discretion, declare dividends on the Class B Common Shares to the exclusion of any other class of common shares of the Corporation entitled to dividends and may declare and pay dividends on the Class B Common Shares which exceed the dividends declared and paid on the shares of any other class of common shares of the Corporation entitled to dividends;

(c) in the event of the liquidation, dissolution, winding-up or return of capital, whether voluntary or involuntary, or any other distribution of the assets of the Corporation to any of its shareholders for the purposes of winding up its affairs, subject to the prior rights of the holders of Class E Preferred shares of the Corporation and the holders of Class F Preferred shares of the Corporation in respect of any payment or distribution of property or assets of the Corporation upon such dissolution, liquidation or winding-up as set out herein, the holders of the Class A Common Shares, the Class B Common Shares, the Class C Common shares of the Corporation and the Class D Common shares of the Corporation shall be entitled to receive equally share for share the remaining property and assets of the Corporation; and

(d) the Class B Common Shares may, at any time and from time to time, be issued in one or more series, each series issuable up to the maximum number of shares, if any, as may be determined by resolution of the directors of the Corporation. The directors of the Corporation may, by resolution, subject to the following terms, create the designation of each series of the Class B Common Shares and the rights, privileges and conditions attaching to the shares of such series, including without limitation:

(i) the rate, amount or method of calculation of any dividends, whether cumulative, non cumulative or partially cumulative, and whether that rate, amount or method of calculation will be subject to change or adjustment in the future, the currency or currencies of payment, each date and place of payment of any dividends, each date from which any of those dividends will accrue and any preference of those dividends;

(ii) any rights of redemption and rights of purchase or either of them, and the redemption or purchase prices and the terms and conditions of any of those rights;

(iii) any rights of retraction vested in the holders of a series of Class B Common Shares and the prices and terms and conditions of any of those rights, and whether any other rights of retraction may be vested in those holders in the future;

(iv) any voting rights;

(v) any conversion rights;

(vi) any rights to receive any property or assets of the Corporation upon its dissolution or liquidation, or upon any distribution for the purpose of winding up its affairs, and the

amount and preference of any of those rights;

(vii) any sinking fund or purchase fund; and

(viii) any other provisions attaching to any series of the Class B Common Shares,

provided that no rights, privileges, restrictions or conditions attached to a series of Class B Common Shares authorized hereunder shall confer on shares of such series greater voting rights than are attached to shares of any other series of Class B Common Shares that are then outstanding, or a priority in respect of dividends or return of capital over shares of any other series of Class B Common Shares that are then outstanding; and if any cumulative dividends or amounts payable on return of capital in respect of a series of Class B Common Shares are not paid in full, the shares of all series of Class B Common Shares will participate ratably in respect of accumulated dividends and return of capital.

CLASS C COMMON SHARES

The Corporation is authorized to issue an unlimited number of Class C Common shares without nominal or par value (the "Class C Common Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) subject to the right to vote at a meeting of the holders of Class C Common Shares, the holders of Class C Common Shares shall not be entitled to receive notice of, or to attend, any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting;

(b) the holders of Class C Common Shares shall, as and when declared by the directors of the Corporation, in any fiscal year of the Corporation, be entitled to receive, and the Corporation shall pay thereon, out of monies of the Corporation properly applicable to the payment of dividends, non-cumulative, non-preferential dividends in such amount and in such form as the directors may from time to time declare, provided that the directors may, in their sole discretion, declare dividends on the Class C Common Shares to the exclusion of any other class of common shares of the Corporation entitled to dividends and may declare and pay dividends on the Class C Common Shares which exceed the dividends declared and paid on the shares of any other class of common shares of the Corporation entitled to dividends;

(c) in the event of the liquidation, dissolution, winding-up or return of capital, whether voluntary or involuntary, or any other distribution of the assets of the Corporation to any of its shareholders for the purposes of winding up its affairs, subject to the prior rights of the holders of Class E Preferred shares of the Corporation and the holders of Class F Preferred shares of the Corporation in respect of any payment or distribution of property or assets of the Corporation upon such dissolution, liquidation or winding-up as set out herein, the holders of the Class A Common Shares, the Class B Common Shares, the Class C Common Shares and the Class D Common shares of the Corporation shall be entitled to receive equally share for share

the remaining property and assets of the Corporation; and

(d) the Class C Common Shares may, at any time and from time to time, be issued in one or more series, each series issuable up to the maximum number of shares, if any, as may be determined by resolution of the directors of the Corporation. The directors of the Corporation may, by resolution, subject to the following terms, create the designation of each series of the Class C Common Shares and the rights, privileges and conditions attaching to the shares of such series, including without limitation:

(i) the rate, amount or method of calculation of any dividends, whether cumulative, non cumulative or partially cumulative, and whether that rate, amount or method of calculation will be subject to change or adjustment in the future, the currency or currencies of payment, each date and place of payment of any dividends, each date from which any of those dividends will accrue and any preference of those dividends;

(ii) any rights of redemption and rights of purchase or either of them, and the redemption or purchase prices and the terms and conditions of any of those rights;

(iii) any rights of retraction vested in the holders of a series of Class C Common Shares and the prices and terms and conditions of any of those rights, and whether any other rights of retraction may be vested in those holders in the future;

(iv) any voting rights;

(v) any conversion rights;

(vi) any rights to receive any property or assets of the Corporation upon its dissolution or liquidation, or upon any distribution for the purpose of winding up its affairs, and the amount and preference of any of those rights;

(vii) any sinking fund or purchase fund; and

(viii) any other provisions attaching to any series of the Class C Common Shares,

provided that no rights, privileges, restrictions or conditions attached to a series of Class C Common Shares authorized hereunder shall confer on shares of such series greater voting rights than are attached to shares of any other series of Class C Common Shares that are then outstanding, or a priority in respect of dividends or return of capital over shares of any other series of Class C Common Shares that are then outstanding; and If any cumulative dividends or amounts payable on return of capital in respect of a series of Class C Common Shares are not paid in full, the shares of all series of Class C Common Shares will participate rateably in respect of accumulated dividends and return of capital.

CLASS D COMMON SHARES

The Corporation is authorized to issue an unlimited number of Class D Common shares without nominal or par value (the "Class D

Common Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) subject to the right to vote at a meeting of the holders of Class D Common Shares, the holders of Class D Common Shares shall not be entitled to receive notice of, or to attend, any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting;

(b) the holders of Class D Common shares shall, as and when declared by the directors of the Corporation, in any fiscal year of the Corporation, be entitled to receive, and the Corporation shall pay thereon, out of monies of the Corporation properly applicable to the payment of dividends, non-cumulative, non-preferential dividends in such amount and in such form as the directors may from time to time declare, provided that the directors may, in their sole discretion, declare dividends on the Class D Common Shares to the exclusion of any other class of common shares of the Corporation entitled to dividends and may declare and pay dividends on the Class D Common Shares of the Corporation which exceed the dividends declared and paid on the shares of any other class of common shares of the Corporation entitled to dividends;

(c) in the event of liquidation, dissolution, winding-up or return of capital, whether voluntary or involuntary, or any other distribution of the assets of the Corporation to any of its shareholders for the purposes of winding up its affairs, subject to the prior rights of the holders of Class E Preferred shares of the Corporation and the holders of Class F Preferred shares of the Corporation in respect of any payment or distribution of property or assets of the Corporation upon such dissolution, liquidation or winding-up as set out herein, the holders of the Class A Common Shares, the Class B Common Shares, the Class C Common Shares and the Class D Common Shares shall be entitled to receive equally share for share the remaining property and assets of the Corporation; and

(d) the Class D Common Shares may, at any time and from time to time, be issued in one or more series, each series issuable up to the maximum number of shares, if any, as may be determined by resolution of the directors of the Corporation. The directors of the Corporation may, by resolution, subject to the following terms, create the designation of each series of the Class D Common Shares and the rights, privileges and conditions attaching to the shares of such series, including without limitation:

(i) the rate, amount or method of calculation of any dividends, whether cumulative, non cumulative or partially cumulative, and whether that rate, amount or method of calculation will be subject to change or adjustment in the future, the currency or currencies of payment, each date and place of payment of any dividends, each date from which any of those dividends will accrue and any preference of those dividends;

(ii) any rights of redemption and rights of purchase or either of them, and the redemption or purchase prices and the terms and conditions of any of those rights;

(iii) any rights of retraction vested in the holders of a series of Class D Common Shares and the prices and terms and conditions of any of those rights, and whether any other rights of retraction may be vested in those holders in the future;

(iv) any voting rights;

(v) any conversion rights;

(vi) any rights to receive any property or assets of the Corporation upon its dissolution or liquidation, or upon any distribution for the purpose of winding up its affairs, and the amount and preference of any of those rights;

(vii) any sinking fund or purchase fund; and

(viii) any other provisions attaching to any series of the Class D Common Shares,

provided that no rights, privileges, restrictions or conditions attached to a series of Class D Common Shares authorized hereunder shall confer on shares of such series greater voting rights than are attached to shares of any other series of Class D Common Shares that are then outstanding, or a priority in respect of dividends or return of capital over shares of any other series of Class D Common Shares that are then outstanding; and if any cumulative dividends or amounts payable on return of capital in respect of a series of Class D Common Shares are not paid in full, the shares of all series of Class D Common Shares will participate rateably in respect of accumulated dividends and return of capital.

CLASS E PREFERRED SHARES

The Corporation is authorized to issue an unlimited number of Class E Preferred shares without nominal or par value (the "Class E Preferred Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) subject to the right to vote at a meeting of the holders of Class E Preferred Shares, the holders of the Class E Preferred Shares shall not be entitled to receive notice of, or to attend, any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting;

(b) the holders of Class E Preferred Shares, in each fiscal year of the Corporation, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the directors of the Corporation, out of monies of the Corporation properly applicable to the payment of dividends, a non-cumulative, non-preferential dividend in such amount as is set by resolution of the directors of the Corporation on the date of the issuance by the Corporation of the first Class E Preferred Share, provided that the directors may, in their sole discretion, declare and pay dividends on the Class E Preferred Shares to the exclusion of any other class of shares of the Corporation entitled to dividends and may declare and pay dividends on the Class E Preferred Shares in an amount which exceeds the dividends declared and paid on the shares of any other class of shares of the Corporation entitled to dividends,

so long as the declaration and payment of such dividends does not impair the value of any issued Class E Preferred Shares or Class F Preferred shares of the Corporation, and no dividends shall at any time be declared on the issued Class E Preferred Shares if the result of the payment of the dividends once declared would be to impair the ability of the Corporation immediately thereafter to redeem all of the issued and outstanding Class E Preferred Shares and Class F Preferred shares of the Corporation then issued and outstanding without committing a breach of any applicable law or to pay any declared, but unpaid, dividend on any shares of any class of shares of the Corporation;

(c) within six months from the first issue of a Class E Preferred Share, the directors shall determine the fair market value of the consideration for such Class E Preferred Share, received by the Corporation at the time of such issuance, including, without restricting the foregoing, any consideration credited by the Corporation to any contributed surplus account. The consideration so received is hereafter called the "Class E Consideration";

(d) in determining the fair market value of the Class E Consideration, the directors shall act in good faith and may act on whatever advice or evidence they deem necessary or advisable.

The directors shall evidence their determination by a resolution in writing. If, after having evidenced their determination by a resolution in writing, the directors, acting in good faith, deem it necessary or advisable to alter their determination, they may evidence such altered determination by a resolution in writing and such altered determination shall supersede and replace the initial determination for all purposes. The value so determined is hereafter called the "Class E Agreed Value";

(e) subject to subsection (f) below, the "Class E Preferred Share Redemption Price" of each Class E Preferred Share shall equal the Class E Agreed Value divided by the number of Class E Preferred Shares issued for the Class E Consideration;

(f) if the Minister of National Revenue, the Minister of Finance for the Province of Alberta, their authorized representatives or any similar authority shall assess or reassess the Corporation or its shareholders, and such assessment or reassessment would impose or imposes any liability for income tax on the Corporation or any of its shareholders, or shall propose such an assessment or reassessment, on the basis of a determination or assumption that the fair market value of the Class E Consideration in respect of any Class E Preferred Share (a "Particular Share") does not equal its Class E Preferred Share Redemption Price, the following adjustments shall be made:

(i) for the purposes of the adjustment hereunder, the fair market value of the Class E Consideration received with respect to a Particular Share shall be deemed to be:

(A) subject to subsection (C) below, the fair market value as determined by the authority making or proposing such an assessment or reassessment, provided that the directors agree that that determination is accurate; or

(B) subject to subsection (C) below, where the directors do not agree that the authority's determination is accurate, the fair market value as determined in accordance with generally accepted principles of business valuation by a qualified independent chartered business valuator, whom the directors shall appoint to make that determination following the making or preparing of such an assessment or reassessment; or

(C) where any such assessment or reassessment or the decision of any court or tribunal regarding such assessment or reassessment is the subject of an appeal to a court of competent jurisdiction and the rights of appeal, if any, with respect to the decision of that court have expired, the fair market value as determined by that court;

(ii) if the fair market value of the Class E Consideration determined pursuant to subsection (i) above is less than the Class E Preferred Share Redemption Price of a Particular Share (the difference between such fair market value and such Class E Preferred Share Redemption Price being hereinafter called the "Deficiency"), the following adjustments shall be made forthwith following such determination to account for the Deficiency:

(A) the Class E Preferred Share Redemption Price of the Particular Share shall be reduced by an amount equal to:

(1) the Deficiency, plus

(2) the aggregate of the Deficiencies with respect to all other Class E Preferred Shares which were issued at the same time as the Particular Share was issued (the Particular Share and such shares are herein collectively referred to as the "Deficit Issued Shares") and are no longer issued and outstanding, divided by the number of Deficit Issued Shares which are issued and outstanding,

provided that the Class E Preferred Share Redemption Price may not be less than nil, and the amount so adjusted shall be deemed retroactively to the date of issue of the Particular Share to have been its Class E Preferred Share Redemption Price; and

(B) if the aggregate of the reductions made pursuant to subsection (A) above is less than the aggregate of the Deficiencies with respect to the Deficit Issued Shares, the person to whom the Deficit Issued Shares were issued shall pay to the Corporation an amount equal to the balance of the aggregate of such Deficiencies; and

(iii) if the fair market value of the Class E Consideration determined pursuant to subsection (i) above is greater than the Class E Preferred Share Redemption Price of a Particular Share (the difference between such fair market value and such Class E Preferred Share Redemption Price being hereinafter called the "Excess"), the following adjustments shall be made forthwith following such determination to account for the Excess:

(A) the Class E Preferred Share Redemption Price of the Particular Share shall be increased by an amount equal to:

(1) the Excess, plus

(2) the aggregate of the Excesses with respect to all of the other Class E Preferred Shares which were issued at the same time as the Particular Share was issued (the Particular Share and such shares are herein collectively referred to as the "Excess Issued Shares") which are no longer issued and outstanding divided by the number of Excess Issued Shares which are issued and outstanding,

and the amount so adjusted shall be deemed retroactively to the date of issue of the Particular Share to have been its Class E Preferred Share Redemption Price; and

(B) if, at the date of adjustment, no Excess Issued Share is issued and outstanding, the directors shall issue to the person to whom the Excess Issued Shares were issued, Class E Preferred Shares having an aggregate Class E Preferred Share Redemption Price equal to the amount of the aggregate of such Excesses;

(g) subject to the provisions of the Business Corporations Act (Alberta):

(i) the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole, or from time to time any part of, the then outstanding Class E Preferred Shares on payment for each share to be redeemed of the Class E Redemption Price thereof, together with all declared and unpaid dividends then outstanding (collectively, the "Class E Redemption Amount"). In the case of each such redemption of Class E Preferred Shares pursuant to this subsection (g), the Corporation shall, at least 21 days before the date specified for redemption (the "Class E Redemption Date") give to each person, who at the date of mailing thereof, is a registered holder of any of the Class E Preferred Shares to be redeemed, written notice (the "Class E Redemption Notice") of the intention of the Corporation to redeem such shares;

(ii) the Class E Redemption Notice shall be forwarded by registered, certified or first class mail, postage prepaid, and addressed to each such shareholder at such shareholder's address as it appears on the books of the Corporation or, in the event no address is contained in the books of the Corporation, then to the last known address of such shareholder; provided however, that accidental failure to give the Class E Redemption Notice to one or more of such shareholders shall not affect the validity of such redemption. The Class E Redemption Notice shall set out the Class E Redemption Amount and the Class E Redemption Date in respect of the Class E Preferred Shares to be redeemed and, if only part of the Class E Preferred Shares held by the person to whom it is addressed are to be redeemed, the number of shares to be redeemed. On the Class E Redemption Date, the Corporation shall pay or cause to be paid to or to the order of the registered holders of those Class E Preferred Shares to be redeemed the Class E Redemption Amount therefor on presentation and surrender of the certificate(s) representing the Class E Preferred Shares called for redemption at the registered office of the Corporation or any other place or places designated in the Class E Redemption Notice;

(iii) payment for the Class E Preferred Shares to be so redeemed shall be made by cheque payable to the holder or holders thereof at par at any branch of the Corporation's bankers for the time being in Canada. The issuance by the Corporation to each of the holders of such Class E Preferred Shares to be redeemed by the Corporation of such cheque shall satisfy and discharge all liability of the Corporation for the Class E Redemption Amount payable for such Class E Preferred Shares being redeemed, unless, in the case of payment of the Class E Redemption Amount by cash, such cheque issued to the holder of such Class E Preferred Shares is not paid on due presentation. The Class E Preferred Shares called for redemption shall from and after the Class E Redemption Date cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Class E Redemption Amount shall not be made upon presentation and surrender of certificate(s) in accordance with the foregoing provisions hereof, in which case the rights of the holders shall remain unaffected;

(iv) if any holder of Class E Preferred Shares which are to be redeemed fails to present the certificate(s) representing such holder's Class E Preferred Shares to be redeemed on the Class E Redemption Date, the Corporation shall have the right to proceed with the redemption notwithstanding such failure. If the Corporation elects to so proceed, the Corporation shall deposit the Class E Redemption Amount payable for the Class E Preferred Shares to be redeemed in a special account maintained by the Corporation with a chartered bank or trust company in Canada (the "Trustee"), to be paid without interest to or to the order of the holder of such Class E Preferred Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit being made, the Class E Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and all rights of the holder thereof, after such deposit, shall be limited to receiving, without interest, such holder's proportion of the amount so deposited upon presentation and surrender to the Trustee of the certificate(s) representing the Class E Preferred Shares to be redeemed. Any interest earned on any such deposit shall belong to the Corporation;

(h) subject to the provisions of the Business Corporations Act (Alberta):

(i) any holder of Class E Preferred Shares may, at the holder's option and in the manner hereinafter provided, require the Corporation to redeem, at any time, in any fiscal year of the Corporation all or part of the Class E Preferred Shares held by such holder by payment for each Class E Preferred Share to be redeemed of the Class E Redemption Amount therefor (in this subsection (h), the "Class E Retraction Amount");

(ii) in the case of the redemption of Class E Preferred Shares pursuant to this subsection (h), the holder thereof shall, at least 60 days before the date specified for redemption (the "Class E Retraction Date"), give to the Corporation at its registered office written notice (the "Class E Retraction Notice") of the holder's desire for the Corporation to redeem such shares. The Class E Retraction Notice shall set out the

Class E Retraction Amount and the Class E Retraction Date in respect of the Class E Preferred Shares to be redeemed and, if only part of the Class E Preferred Shares held by such shareholder are to be redeemed, the number of shares to be redeemed. Within 7 days after receiving the Class E Retraction Notice, the Corporation shall give notice in writing thereof to all other holders, if any, of Class E Preferred Shares then issued and outstanding. Within 7 days of the date of such notice, all other holders of Class E Preferred Shares shall have the right to give written notice to the Corporation requiring redemption, effective on the Class E Retraction Date, of their Class E Preferred Shares for the Class E Retraction Amount pursuant to this section. On the Class E Retraction Date, the Corporation shall pay or cause to be paid to or to the order of each of the registered holders of the Class E Preferred Shares to be redeemed the Class E Retraction Amount therefor, on presentation and surrender of the certificate(s) representing the Class E Preferred Shares to be redeemed at the registered office of the Corporation;

(iii) payment for the Class E Preferred Shares to be so redeemed shall be made by cheque in the amount equal to the Class E Retraction Amount of the Class E Preferred Shares to be redeemed payable to each of the holders thereof at par at any branch of the Corporation's bankers for the time being in Canada. The issuance by the Corporation to each of the holders of such Class E Preferred Shares to be redeemed by the Corporation of such cheque shall satisfy and discharge all liability of the Corporation for the Class E Retraction Amount payable for such Class E Preferred Shares being redeemed, unless, such cheque issued to the holder of such Class E Preferred Shares is not paid on due presentation. The Class E Preferred Shares required to be redeemed shall from and after the Class E Retraction Date cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of a shareholder in respect thereof unless payment of the Class E Retraction Amount shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected; and

(iv) if any holder of Class E Preferred Shares which are to be redeemed fails to present the certificate(s) representing such holder's Class E Preferred Shares to be redeemed on the Class E Retraction Date, the Corporation shall have the right to proceed with the redemption notwithstanding such failure. If the Corporation elects to so proceed, the Corporation shall deposit the Class E Retraction Amount payable for the Class E Preferred Shares to be redeemed in a special account maintained by the Corporation with a chartered bank or trust company in Canada (the "Trustee"), to be paid without interest to or to the order of the holder of such Class E Preferred Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit having been made, the Class E Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed, and all rights of the holder thereof after such deposit shall be limited to receiving, without interest, the amount so deposited, upon presentation and surrender to the Trustee of the certificate(s) representing the Class E Preferred Shares to be redeemed. Any interest earned on any such deposit shall belong to the Corporation; and

(i) in the event of any liquidation, dissolution or winding-up or return of capital of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class E Preferred Shares shall, in preference or priority to any payment or distribution to the holders of any other class of shares of the Corporation, be entitled to receive an amount per share equal to the Class E Redemption Amount and no more. After payment to holders of the Class E Preferred Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

CLASS F PREFERRED SHARES

The Corporation is authorized to issue an unlimited number of Class F Preferred shares without nominal or par value (the "Class F Preferred Shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) the holders of Class F Preferred Shares shall be entitled to receive notice of, and to attend and vote at, any meeting of the shareholders of the Corporation and are entitled to one vote for each Class F Preferred Share held;

(b) the holders of Class F Preferred Shares, in each fiscal year of the Corporation, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the directors of the Corporation, out of monies of the Corporation properly applicable to the payment of dividends, a non-cumulative, non-preferential dividend in such amount as is set by resolution of the directors of the Corporation on the date of the issuance by the Corporation of the first Class F Preferred Share, provided that the directors may, in their sole discretion, declare and pay dividends on the Class F Preferred Shares to the exclusion of any other class of shares of the Corporation entitled to dividends and may declare and pay dividends on the Class F Preferred Shares in an amount which exceeds the dividends declared and paid on the shares of any other class of shares of the Corporation entitled to dividends, so long as the declaration and payment of such dividends does not impair the value of any issued Class E Preferred Shares or Class F Preferred Shares, and no dividends shall at any time be declared on the issued Class F Preferred Shares if the result of the payment of the dividends once declared would be to impair the ability of the Corporation immediately thereafter to redeem all of the issued and outstanding Class E Preferred Shares and Class F Preferred Shares then issued and outstanding without committing a breach of any applicable law or to pay any declared, but unpaid, dividend on any shares of any class of shares of the Corporation;

(c) within six months from the first issue of a Class F Preferred Share, the directors shall determine the fair market value of the consideration for such Class F Preferred Share, received by the Corporation at the time of such issuance, including, without restricting the foregoing, any consideration credited by the Corporation to any contributed surplus account. The consideration so received is hereafter called the "Class F

Consideration";

(d) in determining the fair market value of the Class F Consideration, the directors shall act in good faith and may act on whatever advice or evidence they deem necessary or advisable. The directors shall evidence their determination by a resolution in writing. If, after having evidenced their determination by a resolution in writing, the directors, acting in good faith, deem it necessary or advisable to alter their determination, they may evidence such altered determination by a resolution in writing and such altered determination shall supersede and replace the initial determination for all purposes. The value so determined is hereafter called the "Class F Agreed Value";

(e) subject to subsection (f) below, the "Class F Preferred Share Redemption Price" of each Class F Preferred Share shall equal the Class F Agreed Value divided by the number of Class F Preferred Shares issued for the Class F Consideration;

(f) if the Minister of National Revenue, the Minister of Finance for the Province of Alberta, their authorized representatives or any similar authority shall assess or reassess the Corporation or its shareholders, and such assessment or reassessment would impose or imposes any liability for income tax on the Corporation or any of its shareholders, or shall propose such an assessment or reassessment, on the basis of a determination or assumption that the fair market value of the Class F Consideration in respect of any Class F Preferred Share (a "Particular Share") does not equal its Class F Preferred Share Redemption Price, the following adjustments shall be made:

(i) for the purposes of the adjustment hereunder, the fair market value of the Class F Consideration received with respect to a Particular Share shall be deemed to be:

(A) subject to subsection (C) below, the fair market value as determined by the authority making or proposing such an assessment or reassessment, provided that the directors agree that that determination is accurate; or

(B) subject to subsection (C) below, where the directors do not agree that the authority's determination is accurate, the fair market value as determined in accordance with generally accepted principles of business valuation by a qualified independent chartered business valuator, whom the directors shall appoint to make that determination following the making or preparing of such an assessment or reassessment; or

(C) where any such assessment or reassessment or the decision of any court or tribunal regarding such assessment or reassessment is the subject of an appeal to a court of competent jurisdiction and the rights of appeal, if any, with respect to the decision of that court have expired, the fair market value as determined by that court.

(ii) if the fair market value of the Class F Consideration determined pursuant to subsection (i) above is less than the Class F Preferred Share Redemption Price of a Particular Share (the difference between such fair market value and such Class F

Preferred Share Redemption Price being hereinafter called the "Deficiency"), the following adjustments shall be made forthwith following such determination to account for the Deficiency:

(A) the Class F Preferred Share Redemption Price of the Particular Share shall be reduced by an amount equal to:

(1) the Deficiency, plus

(2) the aggregate of the Deficiencies with respect to all other Class F Preferred Shares which were issued at the same time as the Particular Share was issued (the Particular Share and such shares are herein collectively referred to as the "Deficit Issued Shares") and are no longer issued and outstanding, divided by the number of Deficit Issued Shares which are issued and outstanding,

provided that the Class F Preferred Share Redemption Price may not be less than nil, and the amount so adjusted shall be deemed retroactively to the date of issue of the Particular Share to have been its Class F Preferred Share Redemption Price; and

(B) if the aggregate of the reductions made pursuant to subsection (A) above is less than the aggregate of the Deficiencies with respect to the Deficit Issued Shares, the person to whom the Deficit Issued Shares were issued shall pay to the Corporation an amount equal to the balance of the aggregate of such Deficiencies;

(iii) if the fair market value of the Class F Consideration determined pursuant to subsection (i) above is greater than the Class F Preferred Share Redemption Price of a Particular Share (the difference between such fair market value and such Class F Preferred Share Redemption Price being hereinafter called the "Excess"), the following adjustments shall be made forthwith following such determination to account for the Excess:

(A) the Class F Preferred Share Redemption Price of the Particular Share shall be increased by an amount equal to:

(1) the Excess, plus

(2) the aggregate of the Excesses with respect to all of the other Class F Preferred Shares which were issued at the same time as the Particular Share was issued (the Particular Share and such shares are herein collectively referred to as the "Excess Issued Shares") which are no longer issued and outstanding divided by the number of Excess Issued Shares which are issued and outstanding,

and the amount so adjusted shall be deemed retroactively to the date of issue of the Particular Share to have been its Class F Preferred Share Redemption Price; and

(B) if, at the date of adjustment, no Excess Issued Share is issued and outstanding, the directors shall issue to the person to whom the Excess Issued Shares were issued, Class F Preferred Shares having an aggregate Class F Preferred Share Redemption Price equal to the amount of the aggregate of such Excesses;

(g) subject to the provisions of the Business Corporations Act (Alberta):

(i) the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole, or from time to time any part of, the then outstanding Class F Preferred Shares on payment for each share to be redeemed of the Class F Preferred Share Redemption Price thereof, together with all declared and unpaid dividends then outstanding (collectively, the "Class F Redemption Amount"). In the case of each such redemption of Class F Preferred Shares pursuant to this subsection (g), the Corporation shall, at least 21 days before the date specified for redemption (the "Class F Redemption Date") give to each person, who at the date of mailing thereof, is a registered holder of any of the Class F Preferred Shares to be redeemed, written notice (the "Class F Redemption Notice") of the intention of the Corporation to redeem such shares;

(ii) the Class F Redemption Notice shall be forwarded by registered, certified or first class mail, postage prepaid, and addressed to each such shareholder at such shareholder's address as it appears on the books of the Corporation or, in the event no address is contained in the books of the Corporation, then to the last known address of such shareholder; provided however, that accidental failure to give the Class F Redemption Notice to one or more of such shareholders shall not affect the validity of such redemption. The Class F Redemption Notice shall set out the Class F Redemption Amount and the Class F Redemption Date in respect of the Class F Preferred Shares to be redeemed and, if only part of the Class F Preferred Shares held by the person to whom it is addressed are to be redeemed, the number of shares to be redeemed. On the Class F Redemption Date, the Corporation shall pay or cause to be paid to or to the order of the registered holders of those Class F Preferred Shares to be redeemed the Class F Redemption Amount therefor on presentation and surrender of the certificate(s) representing the Class F Preferred Shares called for redemption at the registered office of the Corporation or any other place or places designated in the Class F Redemption Notice;

(iii) payment for the Class F Preferred Shares to be so redeemed shall be made by cheque payable to the holder or holders thereof at par at any branch of the Corporation's bankers for the time being in Canada. The issuance by the Corporation to each of the holders of such Class F Preferred Shares to be redeemed by the Corporation of such cheque shall satisfy and discharge all liability of the Corporation for the Class F Redemption Amount payable for such Class F Preferred Shares being redeemed, unless, in the case of payment of the Class F Redemption Amount by cash, such cheque issued to the holder of such Class F Preferred Shares is not paid on due presentation. The Class F Preferred Shares called for redemption shall from and after the Class F Redemption Date cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Class F Redemption Amount shall not be made upon presentation and surrender of certificates(s) in accordance with the foregoing provisions hereof, in which case the rights of the holders shall remain unaffected; and

(iv) if any holder of Class F Preferred Shares which are to be redeemed fails to present the certificate(s) representing such holder's Class F Preferred Shares to be redeemed on the Class F Redemption Date, the Corporation shall have the right to proceed with the redemption notwithstanding such failure. If the Corporation elects to so proceed, the Corporation shall deposit the Class F Redemption Amount payable for the Class F Preferred Shares to be redeemed in a special account maintained by the Corporation with a chartered bank or trust company in Canada (the "Trustee"), to be paid without interest to or to the order of the holder of such Class F Preferred Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit being made, the Class F Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and all rights of the holder thereof, after such deposit, shall be limited to receiving, without interest, such holder's proportion of the amount so deposited upon presentation and surrender to the Trustee of the certificate(s) representing the Class F Preferred Shares to be redeemed. Any interest earned on any such deposit shall belong to the Corporation.

(h) subject to the provisions of the Business Corporations Act (Alberta):

(i) any holder of Class F Preferred Shares may, at the holder's option and in the manner hereinafter provided, require the Corporation to redeem, at any time, in any fiscal year of the Corporation all or part of the Class F Preferred Shares held by such holder by payment for each Class F Preferred Share to be redeemed of the Class F Redemption Amount therefor (in this subsection (h), the "Class F Retraction Amount");

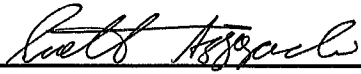
(ii) in the case of the redemption of Class F Preferred Shares pursuant to this subsection (h), the holder thereof shall, at least 60 days before the date specified for redemption (the "Class F Retraction Date"), give to the Corporation at its registered office written notice (the "Class F Retraction Notice") of the holder's desire for the Corporation to redeem such shares. The Class F Retraction Notice shall set out the Class F Retraction Amount and the Class F Retraction Date in respect of the Class F Preferred Shares to be redeemed and, if only part of the Class F Preferred Shares held by such shareholder are to be redeemed, the number of shares to be redeemed. Within 7 days after receiving the Class F Retraction Notice, the Corporation shall give notice in writing thereof to all other holders, if any, of Class F Preferred Shares then issued and outstanding. Within 7 days of the date of such notice, all other holders of Class F Preferred Shares shall have the right to give written notice to the Corporation requiring redemption, effective on the Class F Retraction Date, of their Class F Preferred Shares for the Class F Retraction Amount pursuant to this section. On the Class F Retraction Date, the Corporation shall pay or cause to be paid to or to the order of each of the registered holders of the Class F Preferred Shares to be redeemed the Class F Retraction Amount therefor, on presentation and surrender of the certificate(s) representing the Class F Preferred Shares to be redeemed at the registered office of the Corporation;

(iii) payment for the Class F Preferred Shares to be so redeemed shall be made by cheque in the amount equal to the Class F Retraction Amount of the Class F Preferred Shares to be redeemed payable to each of the holders thereof at par at any branch of the Corporation's bankers for the time being in Canada. The issuance by the Corporation to each of the holders of such Class F Preferred Shares to be redeemed by the Corporation of such cheque shall satisfy and discharge all liability of the Corporation for the Class F Retraction Amount payable for such Class F Preferred Shares being redeemed, unless, such cheque issued to the holder of such Class F Preferred Shares is not paid on due presentation. The Class F Preferred Shares required to be redeemed shall from and after the Class F Retraction Date cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of a shareholder in respect thereof unless payment of the Class F Retraction Amount shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected; and

(iv) if any holder of Class F Preferred Shares which are to be redeemed fails to present the certificate(s) representing such holder's Class F Preferred Shares to be redeemed on the Class F Retraction Date, the Corporation shall have the right to proceed with the redemption notwithstanding such failure. If the Corporation elects to so proceed, the Corporation shall deposit the Class F Retraction Amount payable for the Class F Preferred Shares to be redeemed in a special account maintained by the Corporation with a chartered bank or trust company in Canada (the "Trustee"), to be paid without interest to or to the order of the holder of such Class F Preferred Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit having been made, the Class F Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed, and all rights of the holder thereof after such deposit shall be limited to receiving, without interest, the amount so deposited, upon presentation and surrender to the Trustee of the certificate(s) representing the Class F Preferred Shares to be redeemed. Any interest earned on any such deposit shall belong to the Corporation; and

(i) in the event of any liquidation, dissolution or winding-up or return of capital of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class F Preferred Shares shall, subject to the prior rights of the holders of Class E Preferred Shares in respect of any payment or distribution of property or assets of the Corporation upon such dissolution, liquidation or winding-up as set out herein, and in preference or priority to any payment or distribution to the holders of any other class of shares of the Corporation, be entitled to receive an amount per share equal to the Class F Redemption Amount and no more. After payment to holders of the Class F Preferred Shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

THIS IS EXHIBIT "4" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/04/27
Time of Search: 02:55 PM
Search provided by: BENNETT JONES SERVICES LIMITED PARTNERSHIP, CALG.

Service Request Number: 28906800
Customer Reference Number: 87804-1/KM/mc

Corporate Access Number: 206979072
Legal Entity Name: OPSMOBIL GROUP INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
697907 ALBERTA LTD.	1997/12/22
BIG ROCK HELICOPTERS INC.	1999/12/29
GEMINI HELICOPTERS INC.	2016/03/24

Legal Entity Status: Amalgamated
Alberta Corporation Type: Named Alberta Corporation
Amalgamation Date: 2016/06/01 YYYY/MM/DD
Registration Date: 1996/05/31 YYYY/MM/DD

Registered Office:

Street: 200, 9803-101 AVENUE
City: GRANDE PRAIRIE
Province: ALBERTA
Postal Code: T8V 0X6

Records Address:

Street: 200, 9803-101 AVENUE
City: GRANDE PRAIRIE
Province: ALBERTA
Postal Code: T8V 0X6

Directors:

Last Name: DALLAIRE
First Name: ROCH
Street/Box Number: 10931-123 STREET
City: GRANDE PRAIRIE
Province: ALBERTA
Postal Code: T8V 7Z3

Last Name: TOBBER
First Name: RYAN
Street/Box Number: 133 WEST TERRACE POINT
City: COCHRANE
Province: ALBERTA
Postal Code: T4C 1S1

Voting Shareholders:

Legal Entity Name: 1734163 ALBERTA INC.
Corporate Access Number: 2017341633
Street: 280, 700 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 0T8
Percent Of Voting Shares: 20

Legal Entity Name: AIR DALLAIRE LTD.
Corporate Access Number: 208214684
Street: 10931-123 STREET
City: GRANDE PRAIRIE
Province: ALBERTA
Postal Code: T8V 7Z3
Percent Of Voting Shares: 80

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE 'A' ATTACHED HERETO
Share Transfers Restrictions: SEE SCHEDULE 'B' ATTACHED HERETO
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE 'C' ATTACHED HERETO

Holding Shares In:

Legal Entity Name
CORPJET INC.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
GEMINI OPERATORS	TN8622870

Other Information:

Amalgamation Successor:

Corporate Access Number	Legal Entity Name
2019730114	OPSMOBIL GROUP INC.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2015	2015/11/03

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
1999/12/29	Name/Structure Change Alberta Corporation
2013/03/21	Change Director / Shareholder
2013/05/04	Change Address
2015/11/03	Enter Annual Returns for Alberta and Extra-Provincial Corp.

2016/03/24	Name Change Alberta Corporation
2016/06/01	Amalgamate Alberta Corporation

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	1999/12/29
Restrictions on Share Transfers	ELECTRONIC	1999/12/29
Other Rules or Provisions	ELECTRONIC	1999/12/29
Letter - Spelling Error	10000499000304359	2000/06/14
Statutory Declaration Notice Error	10000199000633984	2003/07/02

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



SCHEDULE "A" TO THE ARTICLES OF INCORPORATION OF GEMINI
HELICOPTERS INC.

Unlimited number of Class "A" Common voting shares without nominal or par value;
Unlimited number of Class "B" Common non-voting shares without nominal or par value;
Unlimited number of Class "C" Preferred Shares;
Unlimited number of Class "D" Preferred Shares;
Unlimited number of Class "E" Preferred Shares;

COMMON SHARES

Subject to the rights of any other shares of the Corporation which are expressed to rank prior to the Common Shares, the Class "A" and Class "B" shares shall respectively carry and by subject to the following rights, privileges, restrictions and conditions, namely:

The holders of Class "A" Common shares shall be entitled to one (1) vote in respect of each such Class "A" Common share held at all meetings of the shareholders of the Corporation;

Subject to the right to vote at a meeting of the holders of Class "B" Common shares, the holders of the Class "B" Common shares shall be entitled as such to receive notice of or attend any meeting of the shareholders of the Corporation, and shall be entitled to vote at any such meeting;

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation (except payment of dividends) among shareholders for the purpose of winding up its affairs, the holders of the Class "A" and Class "B" Common shares shall equally rank in the distribution of all or any part of the property and assets of the Corporation, which property and assets shall be distributed to the holders of Common shares pro rata to the number of the Common shares issued and outstanding on the date of such distribution;

The holders of Class "A" and Class "B" Common shares need not rank equally or be treated equally in the declaration or payment of dividends and the Directors shall have full and absolute discretion to declare and pay dividends:

to the holders of Class "A" Common shares only; or

to the holders of Class "B" Common shares only; or

of differing amounts per share to the holders of Class "A" Common shares and the holders of Class "B" Common shares;

provided that within each class of shares, all dividends shall be paid to the shareholders in proportion to the number of shares held by them.

CLASS "C" PREFERRED SHARES

The holders of the Class "C" Preferred Shares are entitled or subject to the following preferences, priorities, rights, limitations and conditions:

to vote at any meeting of shareholders of the Corporation;

to receive in priority to the Common Shares, non-cumulative dividends when declared by the Corporation to be payable on the Class "C" Preferred Shares up to but not exceeding 10% per annum of the Fixed Amount of the Class

"C" Preferred Shares;

to receive in priority to the Common shares, the remaining property of the Corporation on dissolution up to a maximum amount equal to the Fixed Redemption Amount of the Class "C" Preferred Shares. The Class "C" Preferred shares shall not be entitled to share any further in the distribution of the profits, property or assets of the Corporation;

the redemption price of each Class "C" Preferred Share shall be fixed at \$1.00 (the "Fixed Amount"), plus any declared but unpaid dividends thereon, both referred to as the "Redemption Amount"; and

by Resolution of the Directors of the Corporation, all or any part of the Class "C" Preferred Shares at any time outstanding may, at any time and from time to time, be redeemed by the Corporation on the date fixed for such redemption, at an amount equal to the Redemption Amount.

CLASS "D" PREFERRED SHARES

The holders of the Class "D" Preferred Shares (the "Shares") are entitled or subject to the following preferences, priorities, rights, limitations and conditions:

No entitlement to vote at any meeting of the shareholders of the Corporation except as permitted by the Business Corporations Act;

To receive, in each year, out of any or all profits or surplus available for dividends non-cumulative dividends at a rate per month on the Fixed Amount. The rate set by the Directors shall not exceed the Prescribed Rate of interest set by Revenue Canada under the Income Tax Act or Regulations from time to time. Any dividend payable is payable, in the discretion of the Directors, at the rate set by them, and in preference and priority to any dividends on the common Shares and the Class "C" Preferred Shares;

(3) To receive, on the liquidation, dissolution, winding-up or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs and before distribution of any part of the assets of the Corporation to holders of the Common Shares and the Class "C" Preferred Shares an amount equal to the Redemption Amount. The holders shall not be entitled to share any further in the distribution of the profits, property or assets of the Corporation;

The redemption price for each Share shall be a fixed amount, the "Fixed Amount" of \$1.00 plus any declared but unpaid dividends thereon both referred to as the "Redemption Amount";

By resolution of the Directors, all or any part of the Shares at any time outstanding may, at any time and from time to time, be redeemed or repurchased by the Corporation on the date fixed by such resolution at any amount equal to the Redemption Amount;

The Corporation shall within thirty (30) days of receipt of a notice in writing from any holder of the Shares setting out:

the number of Shares to be redeemed or repurchase; and

the chartered bank, trust company or address in the city in which the registered office of the Corporation is located, to which any amount on the redemption or purchase is to be paid,

(3) purchase or redeem the number of Shares described in that notice for an amount equal to the Redemption Amount times the number of Shares to be redeemed or purchased;

(7) If notice is given by any holder requiring redemption or repurchase or if

the Directors resolve to redeem or purchase any of the Shares, then an amount sufficient to redeem or purchase those Shares to be redeemed or purchased shall be deposited by the Corporation with any trust company or chartered bank, or be sent to the address specified in the notice or specified in the Directors' Resolution, on or before the date so fixed for the redemption or purchase. The holder shall have no rights against the Corporation in respect to these Shares except, upon surrender of certificates for Shares, to receive payment thereof of the money so deposited;

If part of the then outstanding Shares is at any time to be redeemed or purchased by resolution of the Directors, the Shares to be redeemed or purchased shall be taken from the holders of the Shares pro rata according to the number of Shares held by each, except in cases where the shareholders waive, in writing, the right in respect of such partial redemption or purchase. If this procedure results in leaving a fractional part of a Share outstanding, such fractional part shall also be redeemed or purchased by the Corporation;

A Share cannot be redeemed or purchased for an amount greater than the Redemption Amount nor can it be redeemed or purchased for an amount less than the lesser of the Redemption Amount and the net realizable value, in cash, of the assets of the Corporation at the time of redemption or purchase available to be distributed to the holder of that Share;

Notwithstanding paragraph (d), if the fair market value of any property received as consideration for the issuance of any Shares should be determined, the "Adjusted Fair Market Value", whether:

by a tribunal or court of competent jurisdiction;

by agreement between the Corporation and the Department of National Revenue;
or

by agreement between the Corporation and the holders of the Shares,

to be different from the fair market value determined at the time such Shares were issued, the "Fair Market Value", then subject to the Business Corporations Act, the Directors, on behalf of the Corporation, shall ensure that the Fixed Amount shall be increased or decreased, as the case requires, by an amount equal to the difference between the Adjusted Fair Market Value and the Fair Market Value divided by the original number of Shares issued. This adjustment shall be made retroactively effective as the date of issuance of the Shares;

If an adjustment is made to the Fixed Amount pursuant to paragraph (j), and if the Directors decide an adjustments to the stated capital of the Shares is required, then subject to the provisions of the Business Corporations Act, the stated capital of the Shares shall be adjusted retroactively to the date or dates of issuance of the Shares and to the amount determined by the Directors;

If dividends are paid on the Shares between the date of issue and the actual date of any adjustment provided for in paragraph (j), then forthwith upon any adjustment being made pursuant to paragraph (j), an amount shall be paid by the Corporation or by the recipient of the dividend on the Shares, as the case may be. The amount payable shall be equal to the difference between the amount of dividend actually received and the amount of dividend which would have been received if the adjustment, pursuant to paragraph (j), had actually been made at the date of issuance of the Shares;

If any Shares are redeemed or purchased, pursuant to any paragraphs (e) or (f), before the actual date of any adjustment provided for in paragraph (j), then forthwith upon any adjustment being made, pursuant to paragraph (j), an amount shall be paid by the Corporation or the person whose Shares were redeemed or purchased, as the case may be. The amount payable shall be equal to the difference between the Redemption Amount actually paid on the redemption or purchase of the Shares and the Redemption Amount which would have been paid

on the redemption or purchase of the redeemed or purchased Shares if the adjustment pursuant to paragraph (j) had actually been made at the date of issuance of the redeemed Shares;

No distribution shall be made to the holders of any of the Common shares or the Class "C" Preferred Shares of the Corporation if such distribution would result in the Corporation having insufficient net assets to redeem or purchase the Shares. For the purposes of this clause

"net assets" of the Corporation means the amount for which the assets of the Corporation could be realized in cash at that time less the liabilities of the Corporation at that time; and

"distribution" means any declaration, payment or distribution to or to the account of any holders of any Common Shares or Class "C" Preferred Shares of the Corporation, now or hereafter outstanding by way of:

dividends in cash or specie, except dividends payable in shares of any class of share of the Corporation; or

purchase, redemption or other retirement of any outstanding shares except when such purchase, redemption or other retirement is paid out of the proceeds of a fresh issue of shares made for that purpose.

CLASS "E" PREFERRED SHARES

4. The holders of Class "E" Preferred Shares (the "Shares") are entitled or subject to the following preferences, priorities, rights, limitations and conditions:

(1) No entitlement to vote at any meeting of the shareholders of the Corporation except as permitted by the Business Corporations Act;

To receive, in each year, out of any or all profits or surplus available for dividends non-cumulative dividends at a rate per month on the Fixed Amount. The rate set by the Directors shall not exceed the Prescribed Rate of interest set by Revenue Canada under the Income Tax Act or Regulations from time to time. Any dividend payable is payable, in the discretion of the Directors, at the rate set by them, and in preference and priority to any dividends on the common Shares and the Class "C" Preferred Shares;

To receive, on the liquidation, dissolution, winding-up or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs and before distribution of any part of the assets of the Corporation to holders of the Common Shares and the Class "D" Preferred Shares an amount equal to the Redemption Amount. The holders shall not be entitled to share any further in the distribution of the profits, property or assets of the Corporation;

The redemption price for each Share shall be a fixed amount, the "Fixed Amount" of \$1.00 plus any declared but unpaid dividends thereon both referred to as the "Redemption Amount";

By resolution of the Directors, all or any part of the Shares at any time outstanding may, at any time and from time to time, be redeemed or repurchased by the Corporation on the date fixed by such resolution at any amount equal to the Redemption Amount;

The Corporation shall within thirty (30) days of receipt of a notice in writing from any holder of the Shares setting out:

the number of Shares to be redeemed or repurchase; and

the chartered bank, trust company or address in the city in which the registered office of the Corporation is located, to which any amount on the redemption or purchase is to be paid, purchase or redeem the number of Shares described in

that notice for an amount equal to the Redemption Amount times the number of Shares to be redeemed or purchased;

If notice is given by any holder requiring redemption or repurchase or if the Directors resolve to redeem or purchase any of the Shares, then an amount sufficient to redeem or purchase those Shares to be redeemed or purchased shall be deposited by the Corporation with any trust company or chartered bank, or be sent to the address specified in the notice or specified in the Directors' Resolution, on or before the date so fixed for the redemption or purchase. The holder shall have no rights against the Corporation in respect to these Shares except, upon surrender of certificates for Shares, to receive payment thereof of the money so deposited;

If part of the then outstanding Shares is at any time to be redeemed or purchased by resolution of the Directors, the Shares to be redeemed or purchased shall be taken from the holders of the Shares pro rata according to the number of Shares held by each, except in cases where the shareholders waive, in writing, the right in respect of such partial redemption or purchase. If this procedure results in leaving a fractional part of a Share outstanding, such fractional part shall also be redeemed or purchased by the Corporation;

A Share cannot be redeemed or purchased for an amount greater than the Redemption Amount nor can it be redeemed or purchased for an amount less than the lesser of the Redemption Amount and the net realizable value, in cash, of the assets of the Corporation at the time of redemption or purchase available to be distributed to the holder of that Share;

Notwithstanding paragraph (d), if the fair market value of any property received as consideration for the issuance of any Shares should be determined, the "Adjusted Fair Market Value", whether:

by a tribunal or court of competent jurisdiction;

by agreement between the Corporation and the Department of National Revenue;
or

by agreement between the Corporation and the holders of the Shares,

to be different from the fair market value determined at the time such Shares were issued, the "Fair Market Value", then subject to the Business Corporations Act, the Directors, on behalf of the Corporation, shall ensure that the Fixed Amount shall be increased or decreased, as the case requires, by an amount equal to the difference between the Adjusted Fair Market Value and the Fair Market Value divided by the original number of Shares issued. This adjustment shall be made retroactively effective as the date of issuance of the Shares;

If an adjustment is made to the Fixed Amount pursuant to paragraph (j), and if the Directors decide an adjustments to the stated capital of the Shares is required, then subject to the provisions of the Business Corporations Act, the stated capital of the Shares shall be adjusted retroactively to the date or dates of issuance of the Shares and to the amount determined by the Directors;

If dividends are paid on the Shares between the date of issue and the actual date of any adjustment provided for in paragraph (j), then forthwith upon any adjustment being made pursuant to paragraph (j), an amount shall be paid by the Corporation or by the recipient of the dividend on the Shares, as the case may be. The amount payable shall be equal to the difference between the amount of dividend actually received and the amount of dividend which would have been received if the adjustment, pursuant to paragraph (j), had actually been made at the date of issuance of the Shares;

If any Shares are redeemed or purchased, pursuant to any paragraphs (e) or (f), before the actual date of any adjustment provided for in paragraph (j), then forthwith upon any adjustment being made, pursuant to paragraph (j), an amount

shall be paid by the Corporation or the person whose Shares were redeemed or purchased, as the case may be. The amount payable shall be equal to the difference between the Redemption Amount actually paid on the redemption or purchase of the Shares and the Redemption Amount which would have been paid on the redemption or purchase of the redeemed or purchased Shares if the adjustment pursuant to paragraph (j) had actually been made at the date of issuance of the redeemed Shares;

No distribution shall be made to the holders of any of the Common shares or the Class "C" Preferred Shares of the Corporation if such distribution would result in the Corporation having insufficient net assets to redeem or purchase the Shares. For the purposes of this clause

"net assets" of the Corporation means the amount for which the assets of the Corporation could be realized in cash at that time less the liabilities of the Corporation at that time; and

"distribution" means any declaration, payment or distribution to or to the account of any holders of any Common Shares or Class "C" Preferred Shares or Class "D" Preferred shares of the Corporation, now or hereafter outstanding by way of:

dividends in cash or specie, except dividends payable in shares of any class of share of the Corporation; or

purchase, redemption or other retirement of any outstanding shares except when such purchase, redemption or other retirement is paid out of the proceeds of a fresh issue of shares made for that purpose.

The right to transfer the Corporation's shares is restricted.

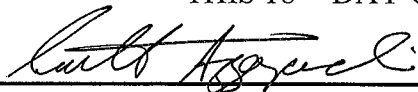
(a) The number of the Corporation's shareholders, exclusive of persons who are in its employment or that of an affiliate, and

persons who, having been formerly in the employment of the Corporation or that of an affiliate, were, while in that employment, shareholders of the Corporation and have continued to be shareholders of that Corporation after termination of that employment,

(c) is limited to not more than fifty (50) persons, two (2) or more persons who are the joint registered owners of one (1) or more shares being counted as one (1) shareholder.

Any invitation to the public to subscribe for the Corporation's securities is prohibited.

THIS IS EXHIBIT "5" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

EXECUTION VERSION

AIRCRAFT LOAN AGREEMENT

THIS AGREEMENT dated as of March 28, 2014 is entered into between:

GEMINI HELICOPTERS INC., a corporation incorporated under the laws of the Province of Alberta

("Borrower")

-and-

ELEMENT FINANCIAL CORPORATION, a corporation incorporated under the laws of the Province of Ontario

("Lender")

WHEREAS Borrower has requested, and Lender has agreed, to provide a term loan facility to Borrower on the terms and conditions contained herein;

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree with each other as follows:

1. **INTERPRETATION**

1.1 **Defined Terms.** In this Agreement or any amendment hereto or supplement hereof, unless the context otherwise requires or unless otherwise defined, the following words and phrases will have the meanings set forth below:

"Administrator" has the meaning ascribed thereto in the International Registry Regulations and is, with respect to Borrower, Ryan Tobber.

"Affiliate" has the meaning ascribed thereto in the *Canada Business Corporations Act*.

"Agreed Currency" has the meaning ascribed thereto in Section 5.7.

"Aircraft" means collectively or individually, as the case may be, (i) the Airframe(s), together with (ii) the Engines (or any engine substituted for any of such Engines), unless or until any such Engine (or substituted engine) is removed and replaced as permitted by this Agreement, whereupon the replaced Engine (or engine) shall cease to form part of the Aircraft secured by the Security whether or not any of such initial or substituted Engines may from time to time thereafter be installed on the Airframe(s) or installed on any other airframe or on any other aircraft, (iii) the Major Components (or any propellers or auxiliary power unit substituted for any of such Major Components), unless or until any such Major Component (or substituted propeller or auxiliary power unit) is removed and replaced as permitted by this Agreement, whereupon the replaced Major Component (or propeller or auxiliary power unit) shall cease to form part of the Aircraft secured by the Security whether or not any of such initial or substituted Major Components may from time to time thereafter be installed on the Airframe(s) or installed on any other airframe or on any other aircraft, and (iv) the Manuals and Technical Records.

“Aircraft Protocol” means the official English language text of the *Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment*, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, as the same may be amended, modified or supplemented from time to time as set out in the schedules to the *International Interests in Mobile Equipment (aircraft equipment) Act* (Canada) and, as applicable, the provincial and territorial legislation in Canada.

“Airframe” means (i) the airframe(s) described in Schedule A hereto, (ii) any and all Parts so long as the same shall be incorporated or installed in or attached to the aircraft or, so long as such Parts shall remain subject to the Security of Lender, after removal from such airframe(s), and (iii) all replacements, renewals and additions made to the foregoing in accordance with this Agreement.

“Applicable Margin” means 5.05%.

“Arm’s Length” means any relationship so described for the purposes of the *Income Tax Act* (Canada).

“Arrangement Fee” has the meaning set forth in Section 3.3 of this Agreement.

“Associated Rights” has the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by Borrower under any Document which are secured by or associated with the assets pursuant to the Security.

“Aviation Authority” means the Minister of Transport, Infrastructure and Communities of Canada and any person, governmental department, bureau, commission or agency of Canada within or outside Transport Canada having functions with respect to aviation or any person, governmental department, bureau, commission or agency succeeding to the functions with respect to aviation of Transport Canada or such person, governmental department, bureau, commission or agency or, if the registration of the Aircraft is changed from Canada to another country, any person, governmental department, bureau, commission or agency having functions with respect to aviation in such country.

“BA Rate”, which means, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of 1-month Canadian dollar bankers' acceptances as displayed on the “Bloomberg Screen CDOR Page” as at approximately 10:00 a.m. (Toronto time) on the next to last Wednesday (or, if such Wednesday is not a Business Day, the preceding Business Day) of the calendar month preceding the first Advance and on the next to last Wednesday (or, if such Wednesday is not a Business Day, the preceding Business Day) of each month preceding a payment of interest or principal and interest due under this Agreement; provided, however, that if such rate does not appear on the Bloomberg Screen CDOR Page as contemplated, then the BA Rate shall be, on any day, the annual rate of interest equal to the Bank of Canada composite mid-morning bid discount rate of one-month Canadian dollar bankers' acceptances as in effect on the Business Day preceding the disbursement date and on the Business Day of each month preceding a payment of interest due under this Agreement and displayed in the Bank of Canada Weekly Financial Statistics.

“Borrower” means Gemini Helicopters Inc.

“Borrower Entity” means, collectively, Borrower and Guarantor.

“Business Day” means any day on which Lender is open for normal business, other than a Saturday, Sunday or statutory holiday on which financial institutions in Calgary, Alberta and Toronto, Ontario are required or authorized by law to remain closed.

“Cape Town Alternative A” means Alternative A under Article XI of the Aircraft Protocol as in effect in Canada from time to time.

“Cape Town Convention” means, collectively, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations, as the same may be amended, modified or supplemented from time to time.

“Closing Date” means on or before March 31, 2014 or such other date as the parties may agree upon in writing.

“Commitment” has the meaning ascribed thereto in Section 2.1.

“Control” (and correlative terms) means the possession, directly or indirectly, legally and beneficially, through one or more intermediaries, of one of the following: (a) 100% of the outstanding voting securities of a Person (other than pursuant to a grant of security only provided the security has not been enforced); and (ii) the power of authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of that Person.

“Convention” means the official English language text of the *Convention on International Interests in Mobile Equipment*, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended, modified or supplemented from time to time, as set out in the schedules to the *International Interests in Mobile Equipment (aircraft equipment) Act* (Canada) and, as applicable, the provincial and territorial legislation in Canada.

“Default” means any event, act or condition which, with the giving of notice and/or lapse of time and/or a determination being made under the relevant provisions, would constitute an Event of Default.

“Default Interest Rate” has the meaning ascribed thereto in Section 4.2.

“Documents” means this Agreement, the Security and all certificates and other documents delivered or to be delivered to Lender pursuant hereto or thereto and, when used in relation to any Person, the term **“Documents”** means and refers to those Documents executed and delivered by such Person.

“Engine” means (i) the engines described in Schedule A hereto, whether or not from time to time installed on the Airframe or removed from the Airframe and installed on any other airframe or aircraft so long as such removed Engine shall remain subject to the Security in accordance with the terms of this Agreement, (ii) any Replacement Engine which may from time to time be substituted for an Engine pursuant to Section 10.2 hereof, and (iii) any and all Parts incorporated in, installed on, or attached to, an Engine at the time of delivery hereunder or at any time thereafter, and any and all Parts removed from an Engine so long such Parts shall remain subject to the Security of Lender in accordance with the terms of this Agreement.

“Event of Default” has the meaning ascribed thereto in Section 11.1.

“Event of Loss” means, with respect to any property forming the subject of this Agreement, any of the following events with respect to such property: (i) loss of such property or the use thereof due to hijacking, theft, disappearance, destruction or damage to the extent which (A) renders repair of such property impracticable or uneconomical or (B) renders such property permanently unfit for normal use for any reason whatsoever (in the case of hijacking, theft or disappearance, an Event of Loss shall be deemed to have occurred on the expiration of a period of thirty (30) consecutive days during which Borrower or the possessor of such property is continuously deprived of possession or use thereof); (ii) any damage to such property which results in an insurance settlement with respect to such property on the basis of an actual total loss or constructive or compromised total loss; (iii) the condemnation, confiscation, seizure or taking of, or requisition of title to, or use of, such property immediately with respect to title and for a period of more than thirty (30) consecutive days other than with respect to title, but excluding requisition for hire by the Government of Canada for a temporary period ending on a date thirty (30) days after such requisition; (iv) as a result of any rule, regulation, order or other action by the Aviation Authority, the use of such property in the normal course of the business of passenger and/or freight air transportation shall have been prohibited for a period of thirty (30) consecutive days; and (v) any other case which by subsequent agreement the parties hereto may deem to

be an Event of Loss. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe.

“Fair Market Value” means the price which a willing buyer (who is neither a lessee in possession nor a used equipment dealer) would pay for the relevant Aircraft in an Arm’s Length transaction to a willing seller under no compulsion to sell such Aircraft (as the case may be) determined as of any relevant time by a reputable independent aircraft appraiser, approved by the Lender, acting reasonably, (prepared assuming (i) that the Aircraft is in the condition and repair required by the terms of this Agreement, (ii) in the case of any installed additions to the Aircraft same shall be valued on an installed basis and (iii) costs of removal of the Aircraft from the then current location shall not be a deduction from such valuation).

“Financial Statements” means, as the case may be, audited or unaudited (as stipulated herein) consolidated or unconsolidated financial statements consisting of not less than a balance sheet and statement of profit and loss and a statement of changes in financial position accompanied by, in the case of audited financial statements, the opinion of its auditors, such audited opinions relating thereto not to be subject to any qualifications which Lender, acting reasonably, deems material and to be based upon GAAP as consistently applied over previous Fiscal Periods.

“Fiscal Period” means for Borrower and each of Guarantor, its fiscal year ending the 31st day of December in each calendar year or its fiscal quarters, as the case may be..

“GAAP” means generally accepted accounting principles in Canada (including IFRS if and when applicable).

“Guarantor” means collectively, OpsMobil Inc., Lynn’s Helicopter Leasing Ltd., 810807 Alberta Ltd. and Air Dallaire Ltd. and includes their respective successors and permitted assigns.

“Hazardous Materials” means any hazardous substance or any pollutant or contaminant, toxic or dangerous waste, substance or material including, but not without limitation, asbestos and polychlorinated biphenyls.

“IFRS” means, at any time, accounting principles generally accepted in Canada as the International Financial Reporting Standards as recommended by the Canadian Accounting Standards Board, consistently applied.

“Indebtedness”, with respect to any Person means, at the date of determination, the aggregate, without duplication, of:

- (a) all indebtedness, obligations and liabilities of such Person which, in accordance with GAAP, would be included in determining total liabilities as shown in the liability section of the balance sheet of such Person;
- (b) all indebtedness, obligations and liabilities of such Person secured by any Security Interest on any property or asset owned or held by such Person, whether or not any other Person has assumed or is liable for the indebtedness, obligations or liabilities so secured;
- (c) any liability under any instrument of guarantee or indemnity or arising under any guarantee, endorsement or undertaking which Lender may make or issue to others for the account of such Person and at the request of such Person, including any accommodation extended with respect to applications for letters of credit or acceptances;
- (d) all indebtedness, obligations and liabilities of others which such Person has directly or indirectly guaranteed, endorsed (other than for collection or deposit in the ordinary course of business), discounted with recourse, agreed (contingently or otherwise) to purchase, repurchase or otherwise acquire, or in respect of which such Person has provided a comfort letter or agreed to supply or advance funds (whether by way of loan, share purchase or capital contribution, through a commitment to pay for property or services regardless of the non-delivery of such property or the non-furnishing of such services or otherwise) or in respect of which such Person has otherwise become directly or indirectly liable;

- (e) all liabilities of such Person as lessee in respect of all rentals under any lease of property; the term **“rentals”** means all payments which the lessee is required to make by the terms of such lease;
- (f) all deferred taxes of such Person;
- (g) all items of indebtedness convertible into, or exchangeable for, shares in the capital of such Person.

“Initial Rate” has the meaning ascribed thereto in Section 5.1 hereof.

“Interest Rate” has the meaning ascribed thereto in Section 4.1 hereof.

“International Interest” has the meaning ascribed thereto in the Cape Town Convention.

“International Registry” means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

“International Registry Procedures” means the official English language text of the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended, modified or supplemented from time to time.

“International Registry Regulations” means the official English language text of the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended, modified or supplemented from time to time.

“Law” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

“Lease Agreements” means, together, the Aircraft Lease Agreement entered into between Borrower and Operator, dated as of February 19, 2014, with respect to Aircraft 1 and the Aircraft Lease Agreement entered into between Borrower and Operator, dated as of February 19, 2014, with respect to Aircraft 2.

“Lender” means Element Financial Corporation.

“Loan” means any advance or extension of credit made by Lender to Borrower pursuant to this Agreement.

“Loan to Value Ratio” means the ratio of the Outstanding Principal Amount of the Loan to the Fair Market Value of the Aircraft.

“Maintenance Program” means, collectively, all maintenance programs related to the Aircraft.

“Major Maintenance” means (a) with respect to the Airframe (other than the Aircraft's landing gear), (i) any C check, D check or similar check (other than an A check or B check) or other routine maintenance recommended for the Aircraft by its manufacturer, (ii) any equivalent of any such check, however denominated, as set out in Maintenance Program and (iii) any other non-routine maintenance (excluding, without limitation, any A check or B check) necessary or appropriate for the Airframe (other than the Aircraft's landing gear), (b) with respect to each Engine, (i) any shop visit, heavy maintenance or overhaul procedure suggested for the Engines by their manufacturer, and (ii) any equivalent of any such engine maintenance, however denominated, as set out in Maintenance Program.

“Major Components” means (i) if applicable, the propellers and/or the auxiliary power unit described in Schedule A hereto, whether or not from time to time installed on the Airframe or removed from the Airframe and installed on

any other airframe or aircraft so long as such removed propeller and/or auxiliary power unit shall remain subject to the Security in accordance with the terms of this Agreement, (ii) any Replacement Major Component which may from time to time be substituted for a Major Component pursuant to Section 10.1.20 hereof, and (iii) any and all Parts incorporated in, installed on, or attached to, a Major Component at the time of delivery hereunder or at any time thereafter, and any and all Parts removed from a Major Component so long such Parts shall remain subject to the Security in accordance with the terms of this Agreement.

“Manuals and Technical Records” means all such records, logs, manuals, technical data and other materials and documents relating to the Aircraft (i) as shall be acquired by any manufacturer or supplier with respect to the enforcement of warranties or otherwise or (ii) as shall be required to comply with the regulations and requirements of the Aviation Authority.

“Material Adverse Change” means the occurrence of any material adverse change in, or occurrence which materially adversely affects (1) domestic or international financial, liquidity, banking, capital or syndication markets, or the availability or access thereto by Lender, either generally or specifically to the transactions contemplated in this Agreement, (2) the business, condition (financial or otherwise), operations, ability to perform, prospects or properties of any Borrower Entity or the rights of Lender hereunder, or (3) any deterioration in any national or international situation (whether monetary, financial, economic or political) which, in the Lender’s sole judgment, would adversely affect any of the parties to the transactions described in this Agreement.

“Modifications” has the meaning ascribed thereto in section 10.1.22.

“Notice” means any notice, demand, request, consent, approval or other communication that is required or permitted by the Documents to be given or made by a Party.

“Operator” means OpsMobil Inc. or such other Person, as approved in writing by Lender from time to time, having legal custody and control of the Aircraft.

“Original Aircraft” has the meaning ascribed thereto in Section 10.2g).

“Other Currency” has the meaning ascribed thereto in Section 5.7.

“Outstanding Amount” means, as determined from time to time, the amount advanced by Lender in accordance with the Loan that has not been repaid to Lender by Borrower, together with all unpaid interest and fees as herein provided, and all other unpaid fees, charges and expenses (including any Prepayment Indemnity) required to be paid by Borrower hereunder, or pursuant to the Documents.

“Outstanding Principal Amount” means, as determined from time to time, the amount advanced by Lender in accordance with the Loan that has not been repaid to Lender by Borrower.

“Partial Loss” means any damage to the Aircraft which does not result in an Event of Loss.

“Parts” means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Engines or engines) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine.

“Permitted Encumbrances” means, with respect to the property, assets and undertaking of Borrower charged pursuant to the Security, any Security Interest:

- (a) for taxes not yet due or being contested in good faith by appropriate proceedings and for which an adequate reserve in accordance with GAAP is provided;
- (b) in favour of Lender;

- (c) materialmen's, mechanics', workmen's, repairmen's, hangarage, employees' or other like Security Interests arising in the ordinary course of business of Borrower for amounts the payment of which is not yet due or is being contested or litigated in good faith by appropriate proceedings, so long as such proceedings do not involve any danger of the sale, forfeiture or loss of the Airframe, any Engine or any Part, or any title thereto or interest therein;
- (d) extensions, renewals or replacements of any lien referred to in paragraphs (a) through (c) of this definition, provided that the principal amount of the obligation secured thereby is not increased;
- (e) Purchase Money Security Interests and lease obligations of the Borrower; and
- (f) Security Interests acceptable to the Lender.

“Person” means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative.

“Prepayment Indemnity” has the meaning ascribed thereto in Schedule C.

“Priority Search Certificate” has the meaning ascribed thereto in the International Registry Procedures.

“Professional User Entity” shall have the meaning ascribed thereto in the International Registry Regulations and shall, with respect to Borrower, be McAfee & Taft, a professional corporation.

“Purchase Money Security Interest” means a Security Interest securing Indebtedness incurred to finance the acquisition of personal property, provided that: (i) such Security Interest is created substantially simultaneously with the acquisition of such personal property; (ii) such Security Interest does not at any time encumber any property other than the personal property financed by such Indebtedness; (iii) the principal amount of Indebtedness secured thereby is not increased subsequent to such acquisition; and (iv) the principal amount of Indebtedness secured by any such Security Interest at no time exceeds one hundred (100%) percent of the original purchase price of such personal property at the time it was acquired; and in this definition, the term **“acquisition”** includes, without limitation, a lease obligation, and the term **“acquire”** has a corresponding meaning.

“Relevant Percentage” means the pro rata value (expressed as a percentage) of the Fair Market Value of the Total Loss Aircraft or of the relevant Aircraft sold in accordance with the terms and conditions of Schedule C, as the case may be, to the Fair Market Value of all Aircraft described in Schedule A.

“Repayment Date” means April 1, 2019.

“Replacement Aircraft” has the meaning ascribed thereto in Section 10.2a).

“Replacement Aircraft Agreement” has the meaning ascribed thereto in Section 10.2b).

“Replacement Engine” has the meaning ascribed thereto in Section 10.3.

“Replacement Major Component” has the meaning ascribed thereto in Section 10.4.

“Security” means the documents, instruments and interests required pursuant to Section 8 hereof, in form and content satisfactory to Lender, duly executed and registrable (where necessary) under applicable legislation in all jurisdictions where the issuer thereof carries on business, maintains assets or where its debtors may from time to time be located, and given as security for the Outstanding Amount.

“Security Interest” means any mortgage, hypothec, title retention, pledge, prior claim, lien, right of set-off, charge, security interest or other encumbrance whatsoever, whether fixed or floating and howsoever created or arising.

“Settlement Date” has the meaning ascribed thereto in Section 10.2d).

“Substitution Aircraft” has the meaning ascribed thereto in Section 10.2g).

“Taxes” means any and all fees (including but not limited to documentation, license and registration fees), taxes (including but not limited to income, franchise, gross receipts, sales, rental, use, value-added, turnover, excise, property, user, capital, doing business, transfer and stamp taxes), levies, imposts, licenses, duties, recording charges or fees, assessments or withholdings of any kind or nature whatsoever, including any payments in lieu thereof, together with any penalties, fines, assessments or interest thereon or other additions thereto (other than Taxes on the overall net income of Lender under any Law).

“Termination Amount” means the Relevant Percentage of the Outstanding Principal Amount plus the Prepayment Indemnity.

“this Agreement”, “herein”, “hereof”, “hereto” and similar expressions mean and refer to this Aircraft Loan Agreement and include any instrument amending or supplementing the same, and the expressions “Article”, “Section” and “Schedule” followed by a number or letter and no reference to another agreement mean and refer to the specified Article, Section or Schedule of this Agreement.

“Transacting User Entity” has the meaning ascribed thereto in the International Registry Regulations.

“Vendor” means with respect to Aircraft 1, K.L. Capital Corp.

1.2 Accounting Terms. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP in effect in Canada on the date of determination.

1.3 Currency. Unless otherwise specified herein, all statements of or references to dollar amounts (without more) in any Document shall mean lawful money of Canada.

1.4 General. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Any reference in this Agreement to any Act or Statute or any section thereof shall be deemed to be a reference to such Act, Statute or section as amended or re-enacted from time to time. Words importing the singular number include the plural and vice versa. Any defined term used in the singular preceded by "any" shall be taken to indicate any number of the members of the relevant class. Any reference in this Agreement to a party to this Agreement shall include the successors and permitted assigns of such party.

1.5 Schedules. The following are the Schedules annexed hereto, incorporated by reference and deemed to be part hereof:

Schedule A Description of Aircraft

Schedule B Insurance Requirements

Schedule C Prepayment

1.6 Permissible Forms of Writing. In this Agreement, the words “in writing” or “written” means any form of signed written communication, and shall include a communication by means of telecopier or facsimile device.

- 1.7 Evidence of Indebtedness. In the absence of manifest error, any statement as to any amount due to Lender under any Document which is certified as being correct by an officer of Lender shall, unless otherwise provided herein, be prima facie evidence that such amount is in fact due and payable in any proceedings relating to such Document or otherwise.
- 1.8 Business Days. Any act, deed, payment or notice required to be observed, performed, done, made or given hereunder falling on a non-Business Day shall be observed, performed, done, made or given on the first Business Day immediately following.
- 1.9 Law of Contract. Except as otherwise provided herein or therein, this Agreement and all Documents relating to Security Interests taken on assets in the Province of Alberta shall be deemed to be contracts and/or instruments made pursuant to the Laws of the Province of Alberta and shall be governed by and construed in accordance with such Laws. All Documents relating to Security Interests taken on assets based outside of such jurisdiction shall be deemed to be contracts and/or instruments made pursuant to the Laws of the respective jurisdictions in which such assets are located and shall be governed by and construed in accordance with such Laws.
- 1.10 Extended Meanings. Words importing the singular number include the plural and vice-versa; words importing gender include both genders.

2. COMMITMENT AND PURPOSE

- 2.1 Commitment. Lender agrees, upon the terms and subject to the conditions of this Agreement, to lend to Borrower, on a non-revolving basis, an amount up to but not exceeding the lesser of (i) C\$1,600,000 and (ii) 80% of the Fair Market Value of the Aircraft as converted into Canadian dollars at the relevant exchange rate in effect on the date of advance of the Loan (the “**Commitment**”) as its loan commitment to Borrower.
- 2.2 Purpose. The Commitment shall be used by Borrower exclusively for the purposes of (i) financing the acquisition of Aircraft 1 by the Borrower from the Vendor and (ii) the refinancing of Aircraft 2.
- 2.3 Accounts. Borrower hereby authorizes Lender to record, from time to time, in its records the date and amount of the Loan, the unpaid balance thereof, and all payments received by Lender on account of the principal of the Loan or interest thereon. In the absence of manifest error, all amounts so recorded shall be prima facie evidence of such unpaid principal balance and recording any such amount shall not limit or otherwise affect the obligations of Borrower to repay the principal amount of the Loan together with interest accrued thereon.

3. ADVANCES, NATURE OF LOAN AND FEES

- 3.1 Commitment. Subject to all of the terms and conditions provided herein, Borrower shall draw down the entire Commitment in one advance only. The advance of the Loan under Section 2.1 above must occur on or before the Closing Date.
- 3.2 Non-revolving Nature of Loan. At no time may Borrower reborrow any repayment or any prepayment of any part of the Outstanding Principal Amount.
- 3.3 Fees. Borrower has previously paid to Lender the good faith deposit in the amount of \$16,000 (the “**Good Faith Deposit**”). On the Closing Date, the Good Faith Deposit, minus all transaction expenses incurred by Lender, will be applied to the payment due from Borrower on such date. On the Closing Date, Borrower shall pay Lender an arrangement fee in the amount of \$12,000, which shall be non-refundable (the “**Arrangement Fee**”).

4. **INTEREST**

- 4.1 **Computation of Interest.** Interest on the Outstanding Principal Amount of the Loan shall accrue from day to day, shall be calculated and compounded monthly in arrears for the period commencing on and including the date of the advance of the Loan for such time as any Outstanding Principal Amount of the Loan shall remain outstanding at the floating rate of interest per annum equal to the BA Rate plus the Applicable Margin (the “**Interest Rate**”). The Interest Rate shall change with each change in the BA Rate.
- 4.2 **Default Interest Rate.** Any amount which is not paid when due, in principal, interest, fees, costs, accessories or otherwise shall bear interest at a rate per annum equal to twelve percent (12%), calculated and compounded daily (the “**Default Interest Rate**”).
- 4.3 **Before and After Default.** Interest at the applicable rates shall accrue and be payable after as well as before maturity and before and after default and judgment, with interest on overdue interest at the same rate.
- 4.4 **Interest Act.** For the purposes of this Agreement, the rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be calculated and divided by 365 or 366, as applicable.

5. **PAYMENTS, REPAYMENTS AND PREPAYMENTS**

- 5.1 **Payments.** Borrower shall reduce permanently the Outstanding Principal Amount and interest accrued thereon by making payments, or causing payments to be made, in sixty (60) equal successive blended monthly instalments of principal and interest of C\$17,981 each calculated at the Interest Rate in effect at the time of the advance of the Loan using an amortization period of one hundred and twenty (120) months. Such payments shall be made by Borrower on the first day of each and every month, commencing the first day of the month next following the date of the advance of the Loan. Any remaining Outstanding Amount shall be due and payable on the Repayment Date. Borrower shall not be entitled to prepay the Loan or any interest accrued thereon, except as provided for herein.

The Interest Rate in effect on the date of the advance of the Loan is 6.27% (the “**Initial Rate**”). On a monthly basis, beginning on the last Business Day of each month next following the advance of the Loan, Lender will calculate an adjustment equal to the difference between the interest portion included in the blended monthly payment at the Initial Rate, less the interest calculated using the prevailing BA Rate plus the Applicable Margin as of the immediately preceding blended monthly payment. If the year’s sum of such adjustments is positive, then Lender will reimburse such adjustment to Borrower, as a reimbursement of the monthly blended payments within 15 days from the relevant anniversary date of this Agreement. If such year’s sum of such adjustments is negative, then Borrower will pay to Lender such adjustment within 15 days from the relevant anniversary date of this Agreement. On the Repayment Date, a final adjustment will be made and payment or reimbursement, as the case may be, will be effected.

- 5.2 **Place and Manner of Payment.** All payments due to Lender hereunder shall be made by 1:00 p.m. (Toronto time) on the due date without demand therefor. Payments received after 1:00 p.m. shall be credited as of the next Business Day following receipt. Lender may, however, invoice Borrower for any payment required to be made hereunder in which event payment thereof shall be made immediately following receipt of such invoice. All amounts payable under this Agreement shall be paid in Canadian dollars.
- 5.3 **Set-Off.** Subject to the terms hereof, Borrower's obligation to pay any and all amounts due hereunder or under the Documents shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation: (a) any set-off, Taxes, counterclaim, recoupment, suspension, deduction, defense or other right which Borrower may have against Lender or any other person for any reason whatsoever; (b) any defect in the airworthiness, merchantability, condition, design, operation, compliance

with specifications or fitness for use of, or any damage to or loss or destruction of, the Aircraft or any part thereof for any reason whatsoever; (c) any interruption or cessation in the use, operation or possession of the Aircraft by Borrower for any reason whatsoever; (d) any insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or similar proceedings by or against Borrower; or (e) any lease or transfer permitted by the terms of hereof.

- 5.4 Prepayments. Borrower cannot, in any circumstances whatsoever, prepay in whole or in part the Outstanding Principal Amount before the Repayment Date, except as provided for in Schedule C.
- 5.5 Application of Funds. All payments received by Lender under the Documents shall, prior to the occurrence of an Event of Default, be applied: first, to any fees, costs and expenses due to Lender under the Documents; second, to accrued and unpaid interest; and third, to the Outstanding Principal Amount and other amounts due under the Documents. After the occurrence of an Event of Default, all payments or other amounts received by Lender under the Documents (including any amounts received from any realization of the Security), may be applied on such part or parts of the indebtedness and liability owed to Lender under the Documents, as Lender may see fit.
- 5.6 Payment of Taxes. All amounts payable to Lender shall be made free of any Taxes and if Borrower or Lender is compelled by Law to make any withholding or deduction in respect of any Taxes. Borrower shall pay to Lender such additional amount as shall be necessary in order that the payment actually received by Lenders is equal to the payment which would otherwise have been received in the absence of such withholding or deduction. Such additional amount will not be considered a prepayment.
- 5.7 Currency. Borrower agrees that payments under this Agreement on account of the Outstanding Amount will be made in Canadian dollars (the “**Agreed Currency**”), and if any payment is received in another currency (the “**Other Currency**”), that payment will constitute a discharge of the liability of the Borrower under this Agreement only to the extent of the amount of the Agreed Currency which Lender may under its normal procedures purchase with the amount of the Other Currency received by it on the Business Day next following the receipt and after deducting any costs of exchange.

6. CHANGE IN LAW AND INDEMNITIES

- 6.1 Unlawful, etc. Notwithstanding anything herein contained, if at any time while any amount payable hereunder is outstanding, Lender determines reasonably in good faith (which determination shall be conclusive) and notifies Borrower in writing that, by reason of any Law or guidelines, or any change therein in the interpretation or application thereof by any court or by any governmental or other authority charged with the administration thereof (including the Office of Superintendent of Financial Institutions for Canada or provincial equivalent thereof), it is unlawful, impracticable or contrary to the direction of such court or any such authority for Lender to make or maintain the Loan or to give effect to any of its related obligations as contemplated hereby, Lender, by such notice, may declare that Lender's obligations under this Agreement shall be terminated and Borrower shall repay forthwith or at the end of such period as Lender can reasonably permit in the circumstances, any Outstanding Amount as of the date of repayment and other unpaid amounts payable to Lender hereunder in respect of the Loan. If any such Law or guideline relates to a portion of such obligations under this Agreement, which portion is, in the reasonable opinion of Lender, severable from the remainder of this Agreement so that the remainder of this Agreement may continue in full force and effect without otherwise affecting any of the obligations of Lender under this Agreement or any other Document, Lender shall only declare its obligations under that portion so terminated. In such event, such payment of any Outstanding Amount shall not be deemed to be a prepayment thereof.
- 6.2 Indemnity. As a specifically bargained inducement for Lender to enter into this Agreement and extend credit to Borrower, Borrower hereby agrees to indemnify and hold Lender harmless from and to reimburse Lender for all attorney's fees and for all costs, fees, damages, Taxes, expenses and liabilities incurred by

Lender (except as may arise solely from the gross negligence or willful misconduct of Lender) for which Lender becomes obligated in connection with or arising out of (i) the negotiation, preparation, closing and enforcement of the Documents, any amendment thereto, any other agreements, documents and instruments in any way relating thereto and any of Lender's rights thereunder, (ii) the breach by Borrower of any of its obligations hereunder and the exercise by Lender of any of its rights under the Documents, including, without limitation, protecting its interests in any bankruptcy proceeding involving Borrower, (iii) any Loan, (iv) any transaction contemplated by this Agreement, (v) any reasonable inspection and/or verification of Borrower or any of its assets and undertakings and (vi) the acceptance, non-acceptance, rejection, purchase, delivery, non-delivery, lease, possession, use, manufacture, design, control, construction, installation, operation, transportation, accident, insurance, condition, storage, maintenance, servicing, improvement, modification, alteration, repair, replacement, sale, transfer, exchange, substitution or other disposition of, to or in respect of the Aircraft, the Airframe, any Engine or any Part or any interest therein; all of the foregoing to include, without limitation, (subject to section 7.2.9 hereof) all fees for the employment of professionals, all reasonable asset searches and title search fees, all filing and recording fees and all reasonable travel expenses. Furthermore, Borrower shall pay to Lender all costs and expenses incurred in connection with any audit of Borrower by a Lender's auditor at any time during the continuance of an Event of Default, including, without limitation, Lender's then customary per diem charges for such auditor. All of the foregoing shall be part of the Indebtedness of Borrower owed to Lender hereunder, payable upon demand, and secured by the Security. The foregoing indemnity shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, consummation of the transactions contemplated by the Documents, the repayment of the Indebtedness of Borrower hereunder, invalidity or unenforceability of any term or provision of any of the Documents, any investigation made by or on behalf of Lender or Borrower, and the content or accuracy of any representation or warranty made under any Document.

6.3 Environmental Indemnity. Borrower hereby agrees to indemnify and hold harmless Lender, and its officers, directors, employees, agents and shareholders, from and against any and all losses, liabilities, judgments, fines, fine damages, costs, sanctions, expenses and claims of any and every kind whatsoever (except as may arise solely from the gross negligence or willful misconduct of Lender), including, but without limitation:

- (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter;
- (ii) any cost, liability or damage arising out of a settlement of any action entered into by Lender with or without the consent of Borrower;
- (iii) the reasonable cost or expenses of preparing any environmental assessment report or other such reports reasonably determined to be necessary; and
- (iv) any reasonable remedial action taken by Lender,

which at any time or from time to time may be paid, incurred or asserted against, any of them for, with respect to, or as a direct or indirect result of, (a) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, any property owned, leased or used by Borrower in connection with the Aircraft or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material, in each case, not in compliance with applicable Law, (b) a failure on the part of Borrower hereunder to comply with any covenant hereunder relating to environmental compliance or Hazardous Materials, and (c) any misrepresentation on the part of Borrower relating to a representation regarding Hazardous Materials. The provisions of any undertakings and indemnification set out in this provision shall survive the satisfaction and release of the Security for, and payment and satisfaction of the Outstanding Amount and liability of Borrower to Lender pursuant to this Agreement.

6.4 Indemnity for Additional Taxes and Reserves.

If:

- (i) the introduction of, or any change in, any present or future Law or official directive (whether or not having the force of law) of Canada or any province thereof or interpretation thereof by any governmental or regulatory authority charged with the interpretation or administration thereof or by any court of competent jurisdiction:
 - (A) subjects Lender to any tax with respect to payment of principal or interest on the Loan or other amounts payable hereunder (other than taxes on the overall net income of Lender); or
 - (B) changes the basis of taxation of payments to Lender in respect of the Loan (other than a change in the rate of tax on the overall net income of Lender); or
 - (C) imposes, modifies or deems applicable any reserve and/or deposit and/or capital adequacy and/or other similar requirement (including, without limitation, any such requirements imposed by the Office of the Superintendent of Financial Institutions) against assets held by, or deposits in or for the account of, or loans by or liabilities of Lender; or
 - (D) directly or indirectly affects the cost to Lender of maintaining the Loan; or
 - (E) imposes on such Lender any other condition with respect to this Agreement; and
- (ii) Lender complies with any such Law or official directive;

and, as a result of the foregoing,

- (A) the cost to Lender of making or maintaining the Loan (to the extent that such cost is not reflected in the interest rate) is increased; or
- (B) the amount receivable by Lender or its effective rate of return on or by reference to any amount receivable hereunder is reduced;

then in any such case:

- (A) Lender shall promptly notify Borrower in writing of such event providing details of the event; and
- (B) upon demand from time to time by Lender, Borrower shall pay to Lender on each day when interest or fees would otherwise be payable hereunder, in addition to all other amounts payable hereunder, such amount as shall compensate Lender for such increased cost, reduction in payment or foregone interest or other reduction in return from the date of such change, (on an after tax basis after giving credit for any savings attributable to taxes or otherwise available to Lender in respect of any such increased costs by reason of deductions, credits or allowance, tax or otherwise relating thereto) provided that Lender has complied with its obligation under clause (A). In the absence of manifest error, Lender's certificate setting out the basis for such calculation shall be *prima facie* evidence thereof.

7. CONDITIONS PRECEDENT TO THE ADVANCES OF THE LOAN

- 7.1 Closing. The closing of the transaction contemplated herein shall take place on the Closing Date.

- 7.2 Conditions Precedent to the Advance of the Loan. The obligation of Lender to make the advance of the Loan is subject to the fulfilment of the following conditions precedent to the satisfaction of Lender on or prior to the Closing Date, it being understood that said conditions are included for the exclusive benefit of Lender and may be waived in writing in whole or in part by Lender at any time:
- 7.2.1 Security. Each Borrower Entity shall have duly authorized, executed and delivered the Security and the other documents listed in Section 8 to which it is a party and the Security shall have been registered in all offices in which, in the reasonable opinion of Lender, registration is necessary or of advantage to preserve the priority of the Security Interests intended to be created thereby and duplicate copies of such security instruments bearing or accompanied by appropriate endorsements or certificates of registration shall have been delivered to Lender.
 - 7.2.2 Other Documentation. Each Borrower Entity shall have entered into and delivered to Lender its customary documentation concerning the administration of this Agreement.
 - 7.2.3 Priority Search Certificate. Lender shall have received a Priority Search Certificate from the International Registry evidencing that (i) the Borrower's ownership in the Aircraft and Engines, (ii) the Lender's International Interest in the Aircraft and Engines and any Associated Rights and (iii) the Operator's International Interest in the Aircraft and Engines with respect to the Lease Agreement, in each case have been duly registered therein and are searchable.
 - 7.2.4 Priority Assurance. Lender shall have received assurances regarding the priority of the Security, including, without limitation, evidence satisfactory to Lender that all security held by any Person against the Aircraft and related proceeds charged by the Security is discharged or the subject of satisfactory priority arrangements as of the Closing Date, except any security designated as a Permitted Encumbrance.
 - 7.2.5 Corporate Proceedings. All corporate proceedings to be taken by any Borrower Entity authorizing the transactions contemplated by the Documents shall be satisfactory in form and substance to Lender, acting reasonably, and Lender shall have received certified copies of all documents which it may reasonably request in connection with such transactions and of the records of all corporate proceedings in connection therewith.
 - 7.2.6 Opinions from Borrower Entity's Counsel. Lender shall have received from counsel for each Borrower Entity opinion(s) addressed to Lender and its assignees in respect of the transactions contemplated by the Documents to which such Borrower Entity is a party customarily provided in respect of like transactions, in form and content acceptable to Lender, acting reasonably.
 - 7.2.7 Payment of Fees. Lender shall have received payment of fees required to be paid hereunder as of the date of the advance, including payment in full of the Arrangement Fee.
 - 7.2.8 Payment of Expenses. Borrower shall pay to Lender all reasonable out-of-pocket expenses of Lender relating to the fees and disbursements of any lawyers retained by Lender, incurred in connection with the preparation, administration or interpretation of the Documents, or any amendment, modification or waiver of any of the provisions thereof. All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to Lender by any Borrower Entity under this Agreement shall be supplied by the Borrower Entity without cost to Lender.

- 7.2.9 Insurance Certificate. Lender shall have received a certificate from a firm of independent brokers reasonable satisfactory to Lender and dated as of the Closing Date setting forth all property and liability insurance for the Aircraft in place with respect to Borrower and Operator showing Lender (or if requested by Lender, Lender as agent), as first loss payee.
- 7.2.10 Representations and Warranties. The representations and warranties of each Borrower Entity set out herein or in the Security shall be true and correct as at the date of the advance of the Loan.
- 7.2.11 Due Diligence. Completion of, and satisfaction with (acting reasonably), due diligence by Lender, which will include but not be limited to: (i) review of all documents, agreements and instruments with respect to the acquisition of each Aircraft and (ii) the condition and value of each Aircraft.
- 7.2.12 Financial Statements. Lender shall have received in form and content satisfactory to it the unaudited and internally-prepared combined Financial Statements of each Borrower Entity for the period ending December 31, 2013.
- 7.2.13 No Default. Each Borrower Entity shall have complied with all of the terms and conditions hereof and an Event of Default or Default shall not have occurred and be continuing hereunder.
- 7.2.14 Material Adverse Change. No Material Adverse Change has occurred.
- 7.2.15 Registration of Aircraft. Lender shall have received a valid certificate of registration and a certificate of airworthiness for each Aircraft issued by the Aviation Authority.
- 7.2.16 Operator's Certificate. Lender shall have received a copy of the air operator certificate issued by the Aviation Authority authorizing the operation of the Aircraft by the Operator.
- 7.2.17 Title to Aircraft. Borrower shall have good and marketable title to the Aircraft free and clear of all Security Interests except Permitted Encumbrances.
- 7.2.18 Appraisal. Lender shall have received a physical appraisal of the Aircraft in form and content satisfactory to it from a professionally qualified external appraiser satisfactory to Lender, acting reasonably.
- 7.2.19 Leases. All leases and agreements of lease concerning each Aircraft shall have been terminated to the satisfaction of Lender other than the Lease Agreement pertaining thereto which shall be in a form and content satisfactory to the Lender. Lender shall have received from the Borrower or its counsel the financing statement(s) confirming that a financing statement in respect of each Lease Agreement has been registered at the Alberta Personal Property Registry and the British Columbia Personal Property Registry against the Operator and the relevant Aircraft together with post-registration search results against Operator and the relevant Aircraft. Lender shall have also received a short form lease agreement entered into between the Operator and the Borrower with respect to Aircraft 2 and confirmation that the short form lease agreement with respect to Aircraft 2 has been registered with the Aviation Authority.
- 7.2.20 Purchase Agreements. Lender shall have received evidence satisfactory to it, acting reasonably, that the Borrower has performed, complied with and satisfied all conditions precedent, in all material respects, required to be performed, complied with or satisfied

prior to the date of the advance under the purchase agreement(s) entered into between the Borrower and the Vendor in respect of Aircraft 1.

7.2.21 Pre-Authorized Debit Authorization. Lender shall have received, in form and content satisfactory to it, a pre-authorized debit authorization from Borrower's bank account for all amounts owing to Lender under the Documents.

7.2.22 Payout Statement and Discharge Undertaking. Lender shall have received, in form and content satisfactory to it, a pay-out statement and discharge undertaking from any existing creditor holding Security Interests over the relevant Aircraft, Engines and related assets, if applicable.

7.3 Conditions Subsequent to the Advance of the Loan. Borrower covenants to provide Lender:

7.3.1 within 30 days after the advance of the Loan, certificates of registration for each Aircraft in the name of the Operator and;

7.3.2 within 30 days after the advance of the Loan, evidence that an IDERA (as defined in Section 8.1.4) (one per Aircraft) in favour of Lender re: deregistration of the Aircraft with the Aviation Authority have been filed with and acknowledged by the Aviation Authority;

7.3.3 evidence that an executed short form lease agreement for Aircraft 1 in form and substance satisfactory to Lender has been entered into and registered with the Aviation Authority; and

7.3.4 within 5 days after the advance of the Loan, evidence that an International Registry registration with respect to the contract of sale for Aircraft 2 between 810807 Alberta Ltd., as seller, and the Borrower, as buyer, has been registered with the International Registry.

8. SECURITY

8.1 Form of Security. As general and continuing collateral security for the payment of all Indebtedness of each Borrower Entity owed to Lender, the following security documentation shall be delivered to Lender, in each case in form and substance satisfactory to Lender.

8.1.1 aircraft security agreement from the Borrower granting Lender first priority Security Interest, International Interest, and Associated Rights in the Aircraft, the related property, and all proceeds related thereto, registered (i) in the Province or Alberta under the *Personal Property Security Act* (Alberta) and the Province of British Columbia under the *Personal Property Security Act* (British Columbia), and (ii) with the International Registry;

8.1.2 guarantee from each Guarantor of the obligations of the Borrower to the Lender hereunder;

8.1.3 power of attorney (one per Aircraft) in favour of Lender permitting the deregistration of the Aircraft with the Aviation Authority upon the occurrence and continuance of an Event of Default;

8.1.4 irrevocable de-registration and exportation request authorization (IDERA) (one per Aircraft) in favour of Lender re: deregistration of the Aircraft with the Aviation Authority, to be filed with the Aviation Authority;

8.1.5 lease subordination agreement by the Operator with respect to each Lease Agreement;

8.1.6 such other documents and security as Lender may from time to time reasonably request.

8.2 Cape Town Convention. Borrower shall, at its own cost, take such further actions, including the execution and delivery of such agreements and other instruments as may, in the Lender's opinion, be necessary or advisable to create, perfect, maintain perfected or further protect the Security Interest of Lender in and to the Aircraft and the Engines. Without limiting the foregoing, Borrower agrees to do any and all things necessary in Canada to perfect recognition of the Security Interest of Lender in and to the Aircraft and Engines and provide all documents to protect Lender's interest in the Aircraft pursuant to the terms of the Cape Town Convention by every other signatory state which has ratified the Cape Town Convention. Borrower undertakes and covenants that it shall not, and shall not permit any other Person to register any prospective or current International Interest (or any amendment, modification, assignment, supplement, subordination or subrogation thereto) with the International Registry in respect of the Aircraft or any Engine without Lender's prior written consent, which may be withheld, delayed or conditioned in its sole discretion.

9. **REPRESENTATIONS AND WARRANTIES**

9.1 To induce Lender to enter into this Agreement and to establish the Loan hereunder, Borrower represents and warrants to Lender, upon each of which representations and warranties Lender specifically relies, as follows:

9.1.1 Due Formation, etc. It is a corporation duly formed under the Laws of the Province of Alberta and is validly subsisting under such Laws and has all the necessary corporate power and authority to own its properties and to carry on its businesses as presently owned and carried on and each other Borrower Entity (other than any natural person, if any) is duly formed under the laws of its jurisdiction of formation.

9.1.2 Qualification, Licences, etc. It has obtained all licences, permits and approvals from any and all governments, governmental commissions, boards or other agencies required or reasonably advisable in respect of the Aircraft and its properties and operations as presently owned and carried on by it.

9.1.3 Corporate Power. It has the corporate power and authority to enter into and perform its obligations under the Documents to which it is a party and each other Borrower Entity has the power, authority and capacity to enter into and perform its obligations under the Documents to which it is party.

9.1.4 Due Execution, etc. It has duly authorized, executed and delivered each Document to which it is a party, each of which constitutes a valid and binding obligation enforceable against it in accordance with its terms.

9.1.5 Consents. No consent, approval, authorization, declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action in respect of, any governmental authority or agency or Person is required in connection with the execution and delivery of each of the Documents by each Borrower Entity which is a party to such Document, other than such consents, approvals or authorizations as have been obtained, such declarations, registrations, filings or qualifications as have been made, such notices as have been given and such actions as have been taken by it.

9.1.6 Litigation. There are no actions (including, without limitation, derivative actions), suits or proceedings pending or known to be threatened or pending against or affecting it at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator, which are likely

to result in any Material Adverse Change in any of the businesses, operations, prospects, properties or assets, or in the condition, financial or otherwise of any Borrower Entity, or its ability to perform its obligations under the Documents to which it is a party; and it is not in default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, either separately or in the aggregate, would result in any such Material Adverse Change.

- 9.1.7 Debt Default. It is not in material default under any instrument evidencing any Indebtedness for which it is liable.
- 9.1.8 No Default Caused. Neither the execution nor the delivery of any Document by any Borrower Entity, the consummation by it of the transactions therein contemplated, nor the compliance by it with the terms, conditions and provisions thereof conflicts with or results in any breach of, or constitutes a default under any of the provisions of the charter documents or by-laws (if applicable) of such Borrower Entity or any agreement or instrument to which it is a party or by which it, or any of its properties or assets are bound, or, except as contemplated by this Agreement, results in the creation or imposition of any Security Interests or is in the contravention of any Law to which such Borrower Entity or its properties or assets are subject.
- 9.1.9 Events of Default. No event has occurred and is continuing which constitutes a Default or an Event of Default nor will any such Default or Event of Default occur by reason of any Borrower Entity entering into any Document or performing its obligations thereunder or entitling itself to any benefits available to it thereunder.
- 9.1.10 Contingent Liabilities and Debt. It does not have any contingent liabilities which are not disclosed on or referred to in its Financial Statements delivered to Lender nor has it incurred any Indebtedness for money borrowed or credit advanced (other than trade credit extended pursuant to normal payment terms and liabilities incurred in the normal course of business since the date thereof) which is not disclosed on or reflected in such Financial Statements.
- 9.1.11 Full Disclosure. To the best of its knowledge and belief, after due inquiry, no statement, information or document furnished by or on behalf of any Borrower Entity to Lender in connection with the negotiation or confirmation of the transactions as contemplated hereby (including, without limitation, the Financial Statements) contain, as of the time such statements were made, any untrue statement of a material fact or omitted as of such time, a material fact necessary to make the statements contained herein or therein not misleading and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry. There is no fact not disclosed to Lender in writing which materially adversely affects, or so far as it can now reasonably foresee, will materially adversely affect its assets, liabilities, affairs, business, prospects, operations or conditions, financial or otherwise, or its ability to perform its obligations under the Documents.
- 9.1.12 Tax Returns. It has filed all tax returns which are required to be filed by any applicable governmental authority and has paid all taxes which have become due as shown on such returns or any assessments received by it except such taxes (if any) as are being contested in good faith by appropriate proceedings and for which a reserve satisfactory to Lender, acting reasonably, is provided; and it is not aware of any proposed additional tax assessment against it.

- 9.1.13 Payment of Withholdings. It has withheld from each payment made to any officers, directors and employees, and former officers, directors and employees the amount of all taxes, including but not limited to income tax, and other deductions required to be withheld therefrom by any applicable governmental authority and has paid or made full provision for the payment of same to the proper authority within the time required under all applicable Laws.
- 9.1.14 Location of Aircraft. The maintenance bases and principal area of operation for the Aircraft are located in the Provinces of Alberta and British Columbia only.
- 9.1.15 Places of Business. Borrower's head office is located at 280 – 700 6th Avenue SW, Calgary, Alberta, T2P 0T8.
- 9.1.16 Title to Properties. Subject to the Permitted Encumbrances and the completion of the acquisition of Aircraft 1, the Borrower has good and marketable title to all of its property and assets charged by the Security and the Aircraft and related proceeds are free and clear of any Security Interest, and no Person, except as disclosed in writing to and approved by Lender, has any agreement or right to acquire any of such property and assets.
- 9.1.17 Compliance with Laws. The Borrower's business has been undertaken at all times in material compliance with all applicable federal and provincial Laws. There are no judgments, decisions, orders, awards, prosecutions or proceedings, or to the best of its knowledge and belief after due inquiry any complaints, enquiries or investigations of any kind either outstanding, pending or proposed against it under such Laws that could affect Borrower's normal conduct of its business or the collateral charged pursuant to the Security.
- 9.1.18 Security. The Security Interest granted pursuant to the Security is a perfected first priority Security Interest on the Aircraft and related proceeds.
- 9.1.19 International Interest. There are no International Interests registered with the International Registry with respect to the Aircraft, the Engines, or this Agreement, and Borrower will not permit any International Interest to be filed with the International Registry except (i) with respect to Lender's interest in the Aircraft, (ii) with respect to the Lease Agreements or (iii) as otherwise consented to in writing by Lender.
- 9.1.20 Transacting User Entity. Borrower is a Transacting User Entity, has appointed an Administrator and has designated a Professional User Entity. Borrower has paid all required fees and taken all actions necessary to enable Lender to register any International Interest with the International Registry.
- 9.1.21 Type of Aircraft for the Cape Town Convention. Each of the Engines except for the Engine with respect to Aircraft 2 has at least 550 rated take-off shaft horsepower or the equivalent of such horsepower. The Airframe is of a type certified by the Aviation Authority to transport at least five (5) persons (including crew) or goods in excess of 450 kilograms.
- 9.1.22 Use of the Aircraft and Engines. The Aircraft and the Engines are not and will not be used in military, customs or police services.
- 9.1.23 Accuracy of Description. The information contained in Schedule A (including the registration number of the Airframe, the serial numbers of the Airframe, the Engines, the

Major Components, the manufacturer and model numbers of the Airframe, Engines and the Major Components) is true and accurate in all material respects.

- 9.1.24 Contracting State of the Cape Town Convention. Borrower is “situated in a contracting state” as contemplated in the Cape Town Convention.

10. COVENANTS

- 10.1 Borrower covenants and agrees hereby with Lender that until the Outstanding Amount is paid in full, Borrower shall:

- 10.1.1 Corporate Existence. Do or cause to be done all things necessary to keep in full force and effect its corporate existence and all rights, franchises, licences and qualifications necessary to carry on its business or own property in each jurisdiction in which it carries on business or owns property.
- 10.1.2 Insurance. Maintain, or cause to be maintained, liability insurance and property insurance over the Aircraft in accordance with Schedule B hereof with insurers of recognized reputation and responsibility satisfactory to Lender (but in any event having an A.M. Best or comparable agency rating of not less than “A-”) and comply with the provisions concerning insurance set forth in such Schedule. Borrower shall, at its own expense, have the complete duty and responsibility to make, or cause to be made, all proofs of loss and take all other steps necessary to effect recovery from insurance carried pursuant to the provisions of Schedule B. If Borrower shall fail to or refuse to make, or caused to be made, all proofs of loss and take all steps necessary to effect recovery from insurers Lender shall be entitled, at the cost of Borrower, to make such proofs and to take all other steps necessary to effect such recovery. If Borrower makes proofs of loss and takes all other steps necessary to effect recovery, Lender shall sign all papers and take all other actions reasonably requested by Borrower in order to effect such recovery, including abandonment of the Aircraft to insurers. Notwithstanding the fact that there may be insurance required hereunder, or the proceeds from such insurance may be available to Borrower, any and all risk of loss or damage to the Aircraft arising from any cause whatsoever shall be borne by Borrower. The fact that proceeds from insurance are not made available to Borrower or are in any manner delayed or contested shall not relieve Borrower from its sole obligation to repair and maintain, cause to be repaired or maintained, the Aircraft. Borrower shall advise Lender in writing within twenty-four (24) hours of an occurrence of any loss, damage, destruction or theft of the Aircraft, the Engines, the Major Components or any Part which may result in a claim being made on any insurance policy maintained by Borrower in accordance with the terms hereof.
- 10.1.3 Borrower’s Business Activities. Carry on business only as a helicopter holding company and lease the Aircraft only to OpsMobil Inc.
- 10.1.4 Compliance with Laws, etc. Comply in all material respects with all applicable governmental restrictions and regulations and obtain and maintain in good standing all licences, permits and approvals from any and all applicable governments, governmental commissions, boards or agencies required in respect of its operations, if the failure to comply therewith or to obtain or maintain the same would materially adversely affect (i) its financial condition or (ii) its ability to carry on its business or a significant part thereof.
- 10.1.5 Business. Continue to conduct and operate its business in a proper, efficient and business-like manner.

- 10.1.6 Payment. Pay or cause to be paid to Lender all principal, interest and fees payable hereunder and under the other Documents and all other amounts payable hereunder and thereunder on the dates, at the places and in the amounts and manner set forth herein and therein.
- 10.1.7 Use of Loan. Use the entire proceeds of the Loan for the purposes set out in Section 2.2.
- 10.1.8 Negative Pledge. Not, except in accordance with the terms of this Agreement, create, assume or permit to exist over all or any part of the Aircraft and related proceeds charged by the Security, any Security Interest other than Permitted Encumbrances.
- 10.1.9 Sale of Assets. Not to sell, transfer or otherwise dispose of or enter into any agreement to sell, transfer or otherwise dispose of, all or any part of the Aircraft and related proceeds charged by the Security without the prior written consent of the Lender.
- 10.1.10 Pay Taxes. From time to time pay or cause to be paid all Taxes lawfully levied, assessed or imposed upon it or any of the assets charged by the Security as and when the same shall become due and payable, and exhibit or cause to be exhibited to Lender, when requested by Lender the receipts and vouchers establishing such payment, provided, however, that it shall have the right to contest by legal proceedings any such Taxes or other amounts, and, upon such contest, may delay or defer payment or discharge thereof if it shall satisfy Lender, acting reasonably, that such contestation will involve no forfeiture of any of its property or assets and, if required, shall furnish security satisfactory to Lender.
- 10.1.11 Reorganization. Not enter into any corporate transaction (whether by way of reconstruction, reorganization, consolidation, amalgamation, merger or otherwise) or alter its share capital structure without the approval of Lender, which such approval will not be unreasonably withheld or delayed.
- 10.1.12 Maintain Security. Cause the Security executed from time to time to be and remain registered, recorded or filed in such manner and at such places as is necessary or desirable to maintain and keep maintained the Security Interests created thereby as valid and effective first priority Security Interest on the Aircraft and related proceeds and will furnish Lender evidence satisfactory to Lender of such registration, recording and filing.
- 10.1.13 Inspection. Lender shall, upon reasonable notice, and at any reasonable time, be entitled to inspect and/or conduct independent physical and desktop appraisals of the Aircraft and/or the Manuals and Technical Records and Lender shall, upon reasonable notice, at Borrower's expense, be entitled to spot check inspect and/or conduct physical appraisals of the Aircraft and/or the Manuals and Technical Records at Borrower's facilities provided that such inspections and/or appraisals do not unduly disrupt the use or operation of the Aircraft by Borrower, and provided that Lender may conduct such physical inspections and/or appraisals, at Borrower's cost and expenses, (i) once a year, or (ii) at any time upon the occurrence of a Default or an Event of Default which is continuing or (iii) when Lender has reasonable grounds to do so. It is being understood and agreed that Lender shall have no obligation to make any such inspection and/or appraisal and shall incur no liability for failure to do so.
- 10.1.14 Maintenance of the Aircraft. At its expense, at all times, service, repair, maintain and overhaul the Airframe, Engines and Major Components, and replace all defective, lost, damaged, destroyed, worn out or unusable parts thereof which may from time to time be incorporated or installed in or attached to or otherwise included as part of the Airframe,

Engines and Major Components: (i) so as to keep the Airframe, Engines and Major Components in good operating condition in conformity with standards maintained by major air carriers operating aircraft of the same type as the Airframe, Engines and Major Components and in accordance with the Maintenance Programs, (ii) so as to keep the Airframe, Engines and Major Components in good operating condition in conformity with the standards maintained by Borrower in respect to the other similar aircraft and engines in its fleet, and (iii) so as to keep the Airframe, Engines and Major Components in such operating and other condition as may be necessary to enable the certificate of airworthiness issued by the Aviation Authority to be maintained in good standing under all applicable regulations of the Aviation Authority.

- 10.1.15 Keep records. At its expense, at all times, maintain or cause to be maintained all records, logs and other documents (in English) required by the Aviation Authority and good airline practice to be maintained in respect of the Aircraft.
- 10.1.16 Compliance with governmental requirements. Not maintain, use or operate the Aircraft in violation of any applicable Law or any rule, regulation or order of any government or governmental authority (domestic or foreign) having jurisdiction, or in violation of any Certificate of Airworthiness, license or registration applicable and relating to the Aircraft issued by any such authority. In the event that such applicable Laws, rules, regulations or orders shall at any time require alteration of the Aircraft, and have not been waived by the appropriate authority, and in the case of such waiver, the failure to make such alteration materially adversely affects Lender or involves any danger of sale, forfeiture or loss of the Aircraft, or affects the insurance thereon, Borrower shall conform thereto before operating the Aircraft, all at its expense, and shall maintain the Aircraft in proper operating condition under such Laws, rules, regulations and orders.
- 10.1.17 Geographic operation restrictions. Not operate the Aircraft: (i) outside of Canada and the Continental United States of America and any other country or area approved in writing by Lender, (ii) in any area excluded from coverage by any insurance policy in effect or required to be maintained hereunder with respect to the Aircraft, or (iii) in any recognized or threatened area of hostilities (unless covered by war risk insurance), nor use or permit the Aircraft to be used in any manner or for any purpose which is not covered by such insurance policy.

Borrower acknowledges that Lender has registered its Security in the Aircraft in the Provinces of Alberta and British Columbia only. In the event that Borrower operates the Aircraft for any period in excess of 30 days in the aggregate during the term of this Agreement outside such provinces, Borrower shall give Lender prior written notice of the use of the Aircraft in excess of such 30 day period, at least seven (7) days prior to any such use and Borrower shall cooperate fully with Lender, but at Borrower's expense, in completing all registrations or filings in such other jurisdictions as Lender shall consider necessary or advisable in perfecting or otherwise protecting or preserving Lender's first priority Security Interest in the Aircraft in any jurisdiction where the Aircraft will be used in excess of such 30 day period. Borrower shall upon request by Lender advise Lender of the location and anticipated schedule and area of operation of the Aircraft.

Borrower shall not, without the prior written consent of Lender, change the location of the maintenance base of the Aircraft from the locations set out in Section 9.1.14 hereof.

- 10.1.18 Registration of Aircraft. At its expense, keep the Aircraft registered in Canada in the name of the Borrower (if qualified) or the Operator, or any other Person with the prior written consent of Lender, in accordance with the Laws of Canada at all times.

- 10.1.19 Possession and costs of the Aircraft. Pay, or cause to be paid as and when due, all costs incurred in the use and operation of the Aircraft including but not limited to, payment for flight crews, cabin personnel, fuel, oil, lubricants, maintenance, insurance, landing and navigation fees, airport charges, passenger service and any and all other expenses of any kind or nature, direct or indirect, in connection with, or related to, the use, movement and operation of the Aircraft by Borrower. Subject as herein otherwise provided, Borrower shall not, without the prior written consent of Lender, assign, dry-lease, lease, wet lease, deliver, transfer or otherwise relinquish operational control (other than for the purposes of flight training) or possession of the Aircraft to any other Person. The obligations, covenants and liabilities of Borrower under this provision shall continue in full force and effect, notwithstanding any termination arising on an Event of Default under the terms of this Agreement, until such time as Borrower has paid all sums for which it is obligated hereunder.
- 10.1.20 Use of Aircraft. At all times use the Aircraft solely in commercial or other similar operations for which Borrower is duly authorized by the Laws of Canada and/or any jurisdiction to whose Laws Borrower's operation of the Aircraft is subject and not use or permit the Aircraft to be used for any purpose for which the Aircraft is not designed or reasonably suitable and authorized by applicable Law. Borrower shall not use the Aircraft for the carriage of (i) whole animals living or dead except according to applicable regulations, and except domestic pet animals carried in a suitable container to prevent the escape of any liquid or solid and to ensure the welfare of the animal; (ii) Hazardous Materials, except as permitted for passenger aircraft under any restriction of goods schedule in effect under applicable Law and provided that all the requirements for packaging or otherwise contained therein are fulfilled; or (iii) illegal drugs or contraband of any nature prohibited under applicable Law; or (iv) any other goods, materials or items of cargo which could reasonably be expected to cause damage to the Aircraft and which would not be fully covered by the insurance required by or obtained pursuant to Schedule B hereof.

Without limiting the foregoing and provided no Event of Default or Default shall have occurred and be continuing, Borrower may, without the prior consent of Lender (except as specifically provided in the following paragraphs):

- (i) deliver possession of the Aircraft, Airframe, Engines, Major Components or Parts to the manufacturer for testing or other similar purposes, or to any organization for service, repair, maintenance, or overhaul work on the Aircraft, Airframe Engines, Major Components or Parts, or for alterations, modifications, or additions thereto, to the extent required or permitted by the terms of Section 10.1.22 hereof;
- (ii) remove any of the Engines from the Aircraft provided that such Engine remains free and clear of all Security Interests other than Permitted Encumbrances, and further provided that: (a) it shall inform Lender of the location of the original Engines, (b) at any time an original Engine has been removed from the Aircraft or any Airframe, Borrower shall maintain insurance as specified elsewhere herein in respect of the removed Engine and (c) Borrower shall be entitled to install on the Aircraft, for a period of up to ninety (90) days after the date of such written notice, a replacement engine comparable to the Engine so removed, and, provided, further, that Borrower shall promptly but in any event within such ninety (90) day-period, replace such replacement engine with the Engine so removed or an engine which shall be free and clear of all Security Interests other than Permitted Encumbrances, shall have the same make and model as the Engine so removed or an improved or advanced version thereof and a value and utility at least equal to and being in as good operating condition as the Engine so removed and shall be made subject to all rights, title and interest of Lender under the Security and Lender shall have a first priority Security Interest in such installed engine free and clear of all Security Interests other than Permitted Encumbrances; and

- (iii) remove any of the Major Components from an Aircraft provided that such Major Component remains free and clear of all Security Interests other than Permitted Encumbrances, and further provided that: (a) it shall inform Lender of the location of the original Major Components, (b) at any time an original Major Component has been removed from the Aircraft or Airframe, Borrower shall maintain insurance as specified elsewhere herein in respect of the removed Major Component and (c) Borrower shall be entitled to install on the Aircraft, for a period of up to 90 days after the date of such written notice, a replacement major component comparable to the Major Component so removed, and, provided, further, that Borrower shall promptly but in any event within such 90 day-period, replace such replacement major component with the Major Component so removed or an engine which shall be free and clear of all Security Interests other than Permitted Encumbrances, shall have the same make and model as the Major Component so removed or an improved or advanced version thereof and a value and utility at least equal to and being in as good operating condition as the Major Component so removed and shall be made subject to all rights, title and interest of Lender under the Security and Lender shall have a first priority Security Interest in such installed engine free and clear of all Security Interests other than Permitted Encumbrances.

10.1.21 Replacement of Parts.

- (i) At its expense, promptly replace or cause to be replaced all Parts (including any Major Components or any other Parts comprising part of an Engine, but not including a complete Engine) which may from time to time be incorporated or installed in or attached to the Aircraft and which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair, or unserviceable otherwise than by reason of an Event of Loss with respect to the Aircraft (in addition, in the ordinary course of maintenance, service, repair, overhaul, or testing, Borrower may remove any Parts, provided that Borrower shall replace such Parts as promptly as practicable), all replacement parts shall be free and clear of all Security Interests except for Permitted Encumbrances, and shall be in good operating condition and of the same value, utility and interchangeable modification status as the replaced Parts;
- (ii) Any Part at any time removed from the Aircraft shall be subject to the Security until such time as:
 - (a) any replacement shall have been incorporated or installed in or attached to the Aircraft and shall have a value and utility at least equal to that required by the terms of this Agreement with respect to replacements which meet the requirements for replacement parts specified herein, and
 - (b) title thereto shall have passed to Borrower and such parts shall have become subject to this Security free and clear of all Security Interests except for Permitted Encumbrances (immediately upon any replacement part becoming incorporated or installed in or attached to the Aircraft as above provided, such replacement part shall become subject to this Agreement and the Security and be deemed part of the Aircraft for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached or related to the Aircraft and, without further act), and (iii) such replacement part shall become subject to this Agreement and the Security and be deemed part of the Aircraft for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached or related to the Aircraft.

10.1.22 Alterations, modifications and additions.

- (i) Not, without Lender's prior written or telegraphic consent, make or permit to be made any major modifications or alterations (collectively referred to hereafter as "**Modifications**") to the Aircraft after the Aircraft has been delivered to Borrower. For purposes of this Section, the term Modifications shall include, but shall not be limited to: (A) changes to the Aircraft structure or performance, (B) changes which adversely affect spare parts interchangeability or replaceability and (C) substitution of different types of equipment or accessories and shall exclude: (X) changes pursuant to a manufacturer's service bulletin, and (Y) mandatory changes required by the Aviation Authority, the Federal Aviation Authority of the United States of America and any other equivalent Aviation Authority of any other jurisdiction to which the Aircraft or Borrower may be

subject. All Modifications shall be accomplished by Borrower at its expense. Borrower shall provide advance copies of all drawings and data to be used by Borrower in accomplishing such Modifications for Lender's approval prior to such accomplishment, such approval not to be unreasonably withheld or delayed, (ii) at Borrower's expense, make such alterations, modifications and additions in or to the Aircraft as may be required to meet the standards of the Aviation Authority, the Federal Aviation Authority of the United States of America and any other equivalent Aviation Authority of any other jurisdiction to which the Aircraft or Borrower may be subject and to maintain the Aircraft's certificate of airworthiness.

- (ii) At Borrower's expense, make such alterations, modifications and additions in or to the Aircraft as may be required to meet the standards of the Aviation Authority, and any other equivalent, Aviation Authority of any other jurisdiction to which the Aircraft or Borrower may be subject and to maintain the certificate of airworthiness of the Aircraft in good standing under all applicable regulations of the Aviation Authority.
- (iii) Title to all Parts incorporated or installed in or attached or added to or otherwise becoming part of the Aircraft as the result of any such Modification shall be free and clear of all Security Interests, except for Permitted Encumbrances, and shall, without further act, be subject to the Security Interest in favour of Lender.

10.1.23 Change of Office and Name. Not change the location of its head office or chief executive office or its name, without adequate prior notice to Lender in order to allow Lender to complete, at Borrower's expense all registrations or filings in such other jurisdictions as Lender, acting reasonably, shall consider necessary or advisable in protecting or preserving Lender's first priority Security Interest in the Aircraft and other assets charged under the Security.

10.1.24 Aviation Authority Inspection. Provide Lender promptly with any notice of deficiency issued by the Aviation Authority as a result of any inspection of the Aircraft by the Aviation Authority.

10.1.25 Flight Charges. Pay promptly when due all enroute navigation charges, navigation service charges, airport charges and all other charges payable by Borrower for the use of or for services provided at any airport, whether in respect of the Aircraft or any other aircraft of Borrower, and will indemnify and hold Lender harmless in respect of the same. Borrower will, upon the written request of Lender, provide within ten (10) days of receipt of such written request, copies of the most recent invoices received from any air navigation or airport authority as requested.

10.1.26 Change of Control. Not permit the sale, transfer, assignment of, or granting of any Security Interest on, any shares or other securities of the Borrower.

10.2 Loss or Damage to and Right of Substitution of the Aircraft.

- a) In the event of an Event of Loss with respect to an Aircraft, the Borrower shall give Lender prompt written notice thereof and the Borrower may, at its option at any time within thirty (30) days after the occurrence of such loss or such greater period as may be agreed to between Lender and the Borrower, (i) advise Lender that an aircraft of like make, model and capability which shall have a Fair Market Value acceptable to Lender as provided in subsection (b) below (the "**Replacement Aircraft**") shall be substituted by the Borrower for Lender's security in such Aircraft with respect to which the Event of Loss occurred (the "**Total Loss Aircraft**"); or (ii) pay the Termination Amount owing under Section 10.2d).

- b) It being understood that any request by the Borrower for the substitution of a Replacement Aircraft hereunder will be permitted if (i) the Replacement Aircraft has a Fair Market Value at least equal to the value, utility and remaining useful life of the Total Loss Aircraft, immediately prior to the loss, the Replacement Aircraft is in the condition and state of repair required by the terms of this Agreement and has a valid certificate of airworthiness and certificate of registration issued by the Aviation Authority (ii) there has been no material deterioration in the financial position of the Borrower, (iii) the Lender are provided with security, guarantee and other agreements and arrangements in respect of the Replacement Aircraft which are at least equal to the security, guarantee and other agreements and arrangements then held by Lender with respect to the Total Loss Aircraft; (iv) no Default or Event of Default has occurred under the Agreement and is continuing (unless the same is capable of and is in the process of being cured); (v) the effective conveyance of title to the Replacement Aircraft to Borrower, free and clear of all Security Interests other than Permitted Encumbrances, and the effective charging of the Replacement Aircraft by way of security as a fixed charge to Lender equivalent to the fixed charge held by Lender over the Total Loss Aircraft can be and is accomplished within ninety (90) days of the occurrence of such incident resulting in the Event of Loss and (vi) Lender shall have received the favourable opinion of counsel to Borrower as to the title to the Replacement Aircraft, and as to the perfection, enforceability and priority of Lender's Security Interest being provided therein in form and substance satisfactory to Lender, acting reasonably. If the Lender and Borrower shall be required to and do enter into an agreement ("**Replacement Aircraft Agreement**") substituting the Replacement Aircraft for the Total Loss Aircraft hereunder, then the Lender shall forthwith transfer to Borrower all of the Lender's right, title and interest on an "as is where is" basis, without warranty save as to its own acts only, in and to (i) the Total Loss Aircraft, (ii) any and all claims for damage to the Total Loss Aircraft against third persons arising from the Event of Loss (unless any insurance carrier requires that such claims be assigned to it), and (iii) all rights to any insurance claims under all insurance maintained by Borrower hereunder with respect to the Total Loss Aircraft only except liability insurance, and shall discharge its Security in the Total Loss Aircraft.
- c) All federal and provincial sales or transfer taxes, license fees and similar assessments connected with the transfer of title and of ownership of the Total Loss Aircraft to Borrower shall be paid by Borrower. Prior to replacement as herein contemplated, the proceeds of insurance shall be held by a trustee selected by Borrower and acceptable to the Lender pending replacement of the Total Loss Aircraft as herein provided and, upon full compliance by Borrower with this Section 10.2c) the trustee shall immediately release to Borrower all such insurance proceeds. The trust funds shall be held in an interest bearing account at a rate selected by the Lender and Borrower shall be entitled to such interest. No Event of Loss with respect to an Aircraft or an Engine under the circumstances contemplated by the terms of this Section 10.2c) shall result in any reduction in payments during the period between the occurrence of the Event of Loss and the effective substitution of the Replacement Aircraft (or thereafter following such substitution) or Borrower's obligation to make such payments and other amounts hereunder.
- d) In the event that the Borrower does not make the request provided for in Section 10.2a) within the thirty (30) day period provided for therein to replace the Total Loss Aircraft, within ninety (90) days following the date of occurrence of the Event of Loss, or in the event that the Borrower does make such request within the thirty (30) day period provided for in Section 10.2a) but no Replacement Aircraft is or can be substituted for the Total Loss Aircraft in accordance with Section 10.2a) then the Borrower shall, within such ninety (90) day period after the Event of Loss (the "**Settlement Date**"), pay the Termination Amount to the Lender on the Settlement Date.
- e) Upon payment to Lender of the Termination Amount owing to the Lender with respect to the Total Loss Aircraft, the Lender shall forthwith transfer to the Borrower all of its right, title and interest, on an "as is where is" basis, without warranty save as to its own acts only, in and to (i) the

Total Loss Aircraft, (ii) any and all claims for damage to the Total Loss Aircraft against third persons arising from the Event of Loss (unless any insurance carrier requires that such claims be assigned to it), and (iii) all rights to any insurance claims under all insurance maintained by the Borrower hereunder except liability insurance and shall discharge any of its Security therein. All provincial and federal taxes, license or registration fees or other assessments imposed on, or connected with, the transfer of title to and ownership of the Total Loss Aircraft shall be paid by the Borrower. During the period from and including the date of an Event of Loss with respect to the Total Loss Aircraft to and including the date upon which the Termination Amount owing pursuant to this Section 10.2 is paid to the Lender, the Borrower shall continue to make the regular Loan payments in accordance with the provisions hereof and perform all other terms and provisions of this Agreement to be performed by the Borrower.

- f) If a Replacement Aircraft is not substituted by the Borrower for the Total Loss Aircraft pursuant hereto, then, upon payment by the Borrower of the Termination Amount owing to Lender under Section 10.2d) for the Total Loss Aircraft, the Lender's Security shall be amended forthwith to delete the Total Loss Aircraft therefrom. Provided however only upon payment of the Termination Amount to the Lender shall the loan payments for the balance of the Term (and until further adjusted in accordance herewith, if ever) be reduced to reflect the repayment of the Outstanding Principal Amount with respect to the Total Loss Aircraft.
- g) At any time and irrespective of the occurrence of any Event of Loss or Partial Loss, upon at least thirty (30) days prior written notice to the Lender, provided that no Default or Event of Default has occurred the Borrower shall be permitted to substitute another Aircraft with market value reasonably acceptable to Lender, as provided in subsection (b) above, of like make, remaining useful life, market value, model and capability acceptable to Lender and as determined by a written aircraft appraisal report prepared by a reputable independent aircraft appraiser, approved by the Lender (the "**Substitution Aircraft**") in exchange for and in place of the Aircraft secured to the Lender hereunder (the "**Original Aircraft**") if and provided always that:
 - (i) the preconditions to a substitution of the Original Aircraft by a Substitution Aircraft as prescribed in Sections 10.2a) to 10.2c) above relating to the substitution of a Total Loss Aircraft by a Replacement Aircraft are fully satisfied, as the same may apply thereto, mutatis mutandis,
 - (ii) such substitution can be accomplished within ninety (90) days following the date of the Borrower's first notice in writing to the Lender relating thereto, and
 - (iii) not more than two (2) substitutions are made by the Borrower during any year during the Term of this Loan. The remaining provisions of Section 10.2 hereof shall apply to any substitution for an Aircraft pursuant to this Section 10.2 mutatis mutandis.

The Substitution Aircraft need not be acquired concurrently with the disposal of the Original Aircraft. The Borrower shall be allowed a ninety (90) day period to provide a Substitution Aircraft as security for the Loan provided (1) the sale proceeds from the disposal of the Original Aircraft must be at least equal to the Termination Amount for the Original Aircraft and such sale proceeds will be kept in escrow, as cash collateral security, with the Lender, until such time as the Substitution Aircraft is acquired and security granted to the Lender in accordance with paragraph (a) above and (2) the disposal was done at Arm's Length and Fair Market Value. Upon the earlier to occur of (A) such accepted Substitution Aircraft in accordance with paragraph (a) above being secured and (B) arrangements being made for the proceeds from the disposal being placed into escrow as set forth above, the Lender shall immediately discharge and release its security over the Original Aircraft without penalty or bonus. Any funds held in escrow by the Lender will not be kept in a segregated account of the Lender and will not bear any interest.

- 10.3 Event of Loss with Respect to an Engine. Upon the occurrence of an Event of Loss with respect to an Engine under circumstances in which there has not occurred an Event of Loss with respect to the Aircraft or Airframe, Borrower shall give Lender prompt written notice thereof and shall, within fifteen (15) days after the occurrence of such Event of Loss, charge, grant a security interest and hypothec in favour of Lender as replacement for such Engine a replacement engine, free and clear of all Security Interests except Permitted Encumbrances (a “**Replacement Engine**”) having a value and utility at least equal to, and being in as good operating condition as the Engine with respect to which such Event of Loss occurred (assuming such Engine was in the condition and repair required by the terms of this Agreement) immediately prior to the occurrence of such Event of Loss. For all purposes hereof, such Replacement Engine shall become an Engine as defined herein.
- 10.4 Event of Loss with Respect to a Major Component. Upon the occurrence of an Event of Loss with respect to a Major Component under circumstances in which there has not occurred an Event of Loss with respect to the Aircraft or Airframe, Borrower shall give Lender prompt written notice thereof and shall, within fifteen (15) days after the occurrence of such Event of Loss, charge, grant a security interest and hypothec in favour of Lender as replacement for such Major Component a replacement major component, free and clear of all Security Interests except Permitted Encumbrances (a “**Replacement Major Component**”) having a value and utility at least equal to, and being in as good operating condition as the Major Component with respect to which such Event of Loss occurred (assuming such Major Component was in the condition and repair required by the terms of this Agreement) immediately prior to the occurrence of such Event of Loss. For all purposes hereof, such Replacement Major Component shall become a Major Component as defined herein.
- 10.5 Partial Loss. If the Aircraft suffers a Partial Loss, Borrower shall promptly, at its own cost and expense, fully repair the Aircraft with new or substantially equivalent parts, of at least the same utility, value, age and condition as the parts being replaced, in order that the same shall be placed in an airworthy, and in substantially the same condition as it was prior to such damage or destruction (assuming that Borrower is not in default hereunder concerning the maintenance of the Aircraft), and, if no Default or Event of Default has occurred hereunder and is continuing hereunder and the cost of repairing (or the estimated cost) is less than C\$200,000, the proceeds of any insurance (if any) shall be paid directly to Borrower (including payments directly to the party making such repairs on account of deposits and work in progress payments, as Lender may decide), upon receipt of proof that such repairs are required to be made and the estimated cost thereof, for the purpose of Borrower making such repairs and restoring the Aircraft to its condition prior to such damage. Otherwise, the proceeds of insurance shall be held by Lender until the repair of the Aircraft has been completed. Upon receipt of evidence of the completion of such repairs, Lender shall so long as no Default or Event of Default shall have occurred and be continuing pay the proceeds of such insurance to Borrower up to a maximum amount equal to the actual direct cost of such repairs, with the balance, if any, to be applied towards the Outstanding Amount as a voluntary prepayment in accordance with Section 5.4.
- 10.6 Accounting, Financial Statements and Other Information.
- 10.6.1 General. Each Borrower Entity shall maintain a system of accounting established and administered in accordance with GAAP, consistently applied, and shall set aside on its books all such proper reserves as such accounting principles shall require.
- 10.6.2 Reports. Borrower shall furnish to Lender:
- (i) promptly upon availability and in any event within sixty (60) days after the end of each quarter of any Borrower Entity, unaudited and internally prepared consolidated Financial Statements of such Borrower Entity. Such statements shall include a comparison of actual operating and forecast financial results, together with an explanation of any significant variations between actual and forecast results;

- (ii) promptly upon availability and in any event within one hundred twenty (120) days after the end of a fiscal year of any Borrower Entity, commencing with the fiscal year in which the Closing Date falls, the annual consolidated Financial Statements of such Borrower Entity prepared in accordance with GAAP and reported upon by the auditors or external accountants of the Borrower Entity, as the case may be, whose report shall contain no qualifications except such as are satisfactory to Lender (acting reasonably);
- (iii) promptly upon any Borrower Entity obtaining knowledge of any condition or event which constitutes a Default or an Event of Default, a certificate of a senior officer of such Borrower Entity specifying the nature and occurrence of a Default or an Event of Default and what action such Borrower Entity has taken or proposes to take with respect thereto;
- (iv) promptly upon any Borrower Entity obtaining knowledge of any action, suit or proceedings pending or threatened against such Borrower Entity before any court or before any governmental department, commission or agency or any arbitrator, which could result in a judgment, fine or penalty payable by such Borrower Entity of C\$200,000 or more, a certificate of a senior officer specifying the nature of such action, suit or proceeding and the proposed response of such Borrower Entity thereto;
- (v) promptly, such other information, approvals, opinions and documentation as Lender may from time to time reasonably request.

10.7 Operator Entitled to Perform Covenants. The Lender acknowledges and agrees that the covenants and agreements of the Borrower to be performed under this Agreement and the other Documents to which the Borrower is a party may be performed and satisfied by the Operator on behalf of the Borrower hereunder and thereunder; provided, however, that no such performance (or non-performance) or satisfaction (or non-satisfaction) by the Operator, as the case may be, shall be deemed to relieve Borrower from any default hereunder.

10.8 Lender Entitled to Perform Covenants. If Borrower shall fail to perform any covenant to be performed hereunder or any other Document, Lender may in its discretion after written notice perform any of such covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, Lender may make payments or expenditures with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation to do so; and all sums so expended or advanced shall be at once payable by Borrower on demand and form part of the Outstanding Amount and shall bear interest at a rate per annum equal to the Default Interest Rate, calculated on a daily basis until paid, and shall be payable out of any funds coming into the possession of Lender in priority to the Outstanding Amount; provided, however, that no such performance or payment shall be deemed to relieve Borrower from any default hereunder.

11. DEFAULT AND ENFORCEMENT

11.1 Events of Default. At all times during the term of this Agreement, including, without limiting the generality of the foregoing, upon the occurrence of any one or more of the following events of default which is still continuing (each being an “**Event of Default**”), Lender may, without notice to Borrower, forthwith cancel the Loan and declare all the Indebtedness of Borrower to Lender hereunder and under any other Document to be immediately due and payable whereupon all such Indebtedness (including any Prepayment Indemnity) shall become immediately due and payable without any notice or demand, and Borrower expressly waives presentation, protest or other notice of any kind:

- 11.1.1 if Borrower fails to pay when due the Outstanding Principal Amount, interest thereon or any part thereof as and when due;

- 11.1.2 if Borrower fails to pay when due any other amount payable under this Agreement or any other Document within five (5) Business Days of its due date;
- 11.1.3 if a Borrower Entity fails to duly perform or observe any other term, condition or covenant (other than the obligation to maintain insurance), and fails to remedy any such failure within thirty (30) days after having received written notice from Lender, contained in: (i) this Agreement or any other Document; or (ii) any other document, agreement or instrument made between such Borrower Entity and Lender;
- 11.1.4 if any Borrower Entity defaults in the payment of any other indebtedness to any Person and if the effect of such default is to render such indebtedness due and payable prior to its stated maturity; or
- 11.1.5 if any representation, warranty or statement which is made or deemed to have been made or acknowledged to have been made by or on behalf of any Borrower Entity in any Document or which is contained in any certificate, statement, legal opinion or notice provided under or in connection with any Document is untrue or incorrect in any material respect when made or deemed to have been made (or if repeated by any Borrower Entity at any time with reference to the facts and circumstances subsisting at such time would be untrue or incorrect in any material respect at such time) unless such event is rectified thirty (30) days after receiving a written notice from Lender;
- 11.1.6 if an execution, writ of seizure and sale, or any other analogous process of any court becomes enforceable against any Borrower Entity (except if (x) such process is contested in good faith by appropriate proceedings and for which a reserve reasonably satisfactory to Lender is provided and (y) such process does not materially adversely affect its business, operations, prospects, properties or assets or condition, financial or otherwise or its ability to perform its obligations under the Documents) or if a sequestration, distress or analogous process is levied upon the property related to the Documents of Borrower or any part thereof and except such execution, writ or enforcement proceeding would not reasonably be expected to be a Material Adverse Change or does not affect the Aircraft;
- 11.1.7 if an encumbrancer takes possession of the Aircraft or related personal property, or any part thereof which, in the opinion of Lender, is substantial or if a distress or execution or any similar process is levied or enforced against the same and such condition continues for a period of thirty (30) days after its occurrence;
- 11.1.8 if any Borrower Entity abandons its undertaking, property and assets or any material part thereof, or ceases or threatens to cease to carry on business;
- 11.1.9 if any obligation of a Borrower Entity or other provision in any Document terminates other than in accordance with its terms or ceases to be a legally valid, binding and enforceable obligation of any Borrower Entity executing and delivering the same or any Borrower Entity who purported to execute and deliver the same or if the Borrower Entity that executed and delivered or purported to execute and deliver any of the Security (or any Person on behalf of any Borrower Entity) contests in any manner, the legality, validity, binding nature or enforceability of the Security;
- 11.1.10 if any governmental or other consent, licence, or authorization required to make any Document legal, valid, binding and enforceable or required in order to enable any Borrower Entity to perform its obligations thereunder is withdrawn or ceases to be in full force and effect and such consent, license or authorization is not reinstated within thirty (30) days except with respect to any such withdrawal or cessation which would not have

material adverse affect on the business of any Borrower Entity or the security granted to Lender hereunder;

- 11.1.11 if any Borrower Entity passes a resolution or institutes proceedings for its winding-up, liquidation, or dissolution or consents to the filing of any petition with respect thereto or files a petition or answer or consent seeking reorganization, readjustment, arrangements, composition or similar relief under any Canadian or other applicable law or consents to the filing of any such petition or to the appointment of a receiver, liquidator, trustee or similar officer of itself or any part of its property or makes an assignment for the benefit of creditors or is unable, or admits in writing its inability to pay its debts as they become due or otherwise acknowledges its insolvency or is deemed for the purposes of any applicable law to be insolvent or voluntarily suspends transaction of its usual business or any action is taken by such Borrower Entity in furtherance of any of the aforesaid purposes or if such Borrower Entity takes any action in furtherance of its winding-up pursuant to the *Winding-Up Act* (Canada) or similar legislation;
- 11.1.12 if any application is made with respect to any Borrower Entity under the *Companies Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada) or similar legislation seeking reorganization, readjustment, arrangement, composition or similar relief for Borrower under any Canadian or other applicable law, or if a proceeding is instituted for the winding up, liquidation or dissolution of any Borrower Entity or seeking an order adjudging any Borrower Entity insolvent or the appointment of any receiver, liquidator, trustee or similar officer of any Borrower Entity or over all or any part of its property or a petition in bankruptcy is presented against any Borrower Entity under a bankruptcy or similar statute;
- 11.1.13 if without the prior written consent of Lender there occurs any change in the Control of Borrower;
- 11.1.14 if without the prior written consent of Lender any Borrower Entity effects or passes an effective resolution authorizing (i) any consolidation, merger or amalgamation with any Person unless the entity that survives any consolidation, merger or amalgamation assumes in writing all of the obligations of such Borrower Entity hereunder and is no less creditworthy, in the opinion of Lender, than such Borrower Entity immediately prior to such consolidation, merger or amalgamation, or (ii) the disposition of all or a substantial part of its assets to one or more Persons;
- 11.1.15 if any Borrower Entity materially changes or threatens to change materially the nature or scope of its business or ceases or threatens to cease business or sells, transfers or otherwise disposes of the whole or any substantial part of its assets whether by one transaction or a series of transactions, related or not (except in the ordinary course of business or with the prior written consent of Lender);
- 11.1.16 if there occurs any Material Adverse Change in the financial condition of any Borrower Entity, as determined in Lender's sole discretion;
- 11.1.17 if there is a default in respect of any other arrangement or agreement between Lender and any Borrower Entity and such default continues beyond any applicable grace period; or
- 11.1.18 if Borrower fails to maintain, or cause to be maintained, insurance coverage as provided in this Agreement or the other Documents.

- 11.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default which is continuing and at all times thereafter Lender may, at its option, exercise any one or more remedies in this Agreement, in any Document evidencing the Security, and any remedy available to Lender under law or the Cape Town Convention, including but not limited to of the following rights and remedies: (i) terminate any commitment to make an advance hereunder; (ii) declare the Indebtedness of Borrower under the Documents to be immediately become due and payable; (iii) reduce any claim to judgment; (iv) pursue and enforce any of Lender's rights and remedies under the Documents or otherwise provided under or pursuant to any applicable law or agreement; (v) avail itself of the benefits of Cape Town Alternative A and all other remedies under the Cape Town Convention with respect to the right to take possession of the Aircraft, Airframe or Engine; and (vi) without notice to Borrower or to any other Person, any such notice being hereby expressly waived, to set-off, appropriate any and all deposits (general or special, including but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other indebtedness at any time held or owing by Lender or any of its Affiliates or subsidiaries to or for the credit of Borrower against the Outstanding Amount.
- 11.3 No Prejudice, etc. Nothing contained in any Document or any other security hereafter acquired by Lender with respect to the Indebtedness of Borrower to Lender or any part thereof, nor any act or omission of Lender with respect to such Document or security, shall in any way prejudice or affect the rights, remedies and powers of Lender with respect to any other such security at the time held by Lender.
- 11.4 Appropriation of Moneys Received. Lender may from time to time, when an Event of Default has occurred which is continuing, appropriate any moneys received by it from Borrower or from the proceeds of any security (including the Security) given in or towards payment of such portion of the Indebtedness of Borrower to Lender as in its discretion it may see fit, and Borrower shall not have the right to require any inconsistent appropriation.
- 11.5 Rights and Waivers.
- 11.5.1 All of Lender's rights with respect to the Security granted under the Documents shall continue unimpaired, and Borrower shall be and remain obligated in accordance with the terms hereof, notwithstanding the release, substitution or non-perfection of any other security for the obligations of Borrower under the Documents at any time(s), or of any rights or interests therein, or any delay, extension of time, renewal, compromise or other indulgence, and consents to be bound thereby as fully and effectively as if Borrower had expressly agreed thereto in advance.
 - 11.5.2 Failure by Lender to exercise any right, remedy or option under any Document or delay by Lender in exercising such right, remedy or option will not operate as a waiver by Lender of its right to exercise any such right, remedy or option. No waiver by Lender will be effective unless it is in writing and then only to the extent specifically stated. Lender's rights and remedies under the Documents will be cumulative and not exclusive of any other right or remedy which Lender may have.
 - 11.5.3 Demand, presentment, protest, notice of default, notice of acceleration, notice of intention to accelerate and notice of non-payment are hereby waived by Borrower. Borrower also waives the benefit of all laws pertaining to or otherwise concerning any valuation, appraisal and exemption of Borrower's property. Recourse to any security held by Lender pursuant to this Agreement will not be required at any time.

12. MISCELLANEOUS

- 12.1 Assignment. The rights, benefits and obligations of Lender under or in respect of this Agreement and the Documents may in whole or in part be participated, sold or assigned by Lender from time to time to one or

more Persons without the prior consent of Borrower. Borrower agrees that it shall, upon Lender's request and at Lender's expense, enter into such documentation, including without limitation replacement security, as Lender may reasonably consider necessary for such purposes. Lender is authorized to disclose confidentially such information concerning the Borrower Entities as Lender considers appropriate.

Borrower may not assign its rights under this Agreement or the Documents.

12.2 Communication. Any Notice must be sent to the intended recipient at its address as follows:

to Borrower at:

GEMINI HELICOPTERS INC.
280 – 700 6th Avenue SW
Calgary, Alberta
T2P 0T8.

Attention: Ryan Tobber, Vice President and Chief Operating Officer
Reid MacDonald, Vice President of Corporate Business Development

Fax No.: 780-402-2448

to Lender at:

ELEMENT FINANCIAL CORPORATION
161 Bay Street, Suite 4600
Toronto, Ontario, M5J 2S1

Attention: Chief Financial Officer with a copy to General Counsel
Fax No.: (888) 772-8129

or at such other address as any Party may from time to time advise the other by Notice given in accordance with this Section 12.2. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 2 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the 5th Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery or by facsimile or functionally equivalent electronic transmission

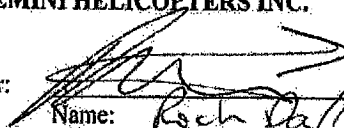
12.3 Survival of Representations, Warranties and Covenants. All agreements, representations, warranties and covenants made by each Borrower Entity in the Documents or otherwise with respect thereto or any transactions contemplated thereby which are material, shall be considered to have been relied upon by Lender and shall survive the execution and delivery of the Documents or any investigation made at any time by or on behalf of Lender and any disposition or payment of the Loan until repayment in full of all Indebtedness of Borrower owed to Lender and termination of the Loan. All statements contained in any certificate or other instrument delivered by or on behalf of any Borrower Entity pursuant to the Documents or in connection with the transactions contemplated hereby shall be deemed to be representations and warranties made by such Borrower Entity pursuant hereto.

- 12.4 Further Assurances. Borrower shall, at its expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as Lender may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of this Agreement or any other Document.
- 12.5 Conflict. It is agreed that to the extent that any term, condition, representation, covenant or other provision in any Document is at any time inconsistent or conflicts with any term, condition, representation, covenant or other provision contained in this Agreement, then this Agreement shall govern and Borrower shall be deemed not to be in default under such first-mentioned term, condition, representation, covenant or other provision, so long as Borrower complies with the terms, conditions, representations, covenants and other provisions contained in this Agreement.
- 12.6 Severability. Any provision in any Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, to the extent permitted by law, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 12.8 Submission to Jurisdiction. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Alberta.
- 12.9 Non-Merger. The taking of a judgment or judgments or any other action or dealing whatsoever by Lender in respect of any security given by Borrower to Lender shall, to the extent permitted by law, not operate as a merger of any Indebtedness of Borrower to Lender or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which Lender may have in connection with such Indebtedness and the foreclosure, surrender, cancellation or any other dealing with any security for such Indebtedness shall, to the extent permitted by Law, not release or affect the Indebtedness of Borrower or any security held by Lender.
- 12.10 Entire Agreement. This Agreement, including the Schedules hereto and the Security, constitute the entire agreement between the parties relating to the subject matter hereof and, except as stated herein or in the instruments and documents to be executed and delivered pursuant hereto, contain all the representations and warranties of the respective parties relating to the subject matter hereof. This Agreement and the Documents shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 12.11 Time of Essence. Time shall be of the essence of this Agreement and the other Documents provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties or by their respective legal counsel who are hereby expressly appointed in this regard.
- 12.12 Language. The parties hereto have requested that this Agreement and all related documents be drafted in English only. *Les parties aux présentes ont exigé que ce contrat et tous les documents s'y rapportant soient rédigés en anglais seulement.*

[SIGNATURE PAGES FOLLOW]

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

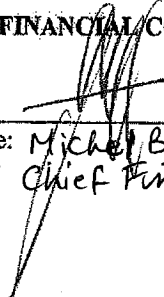
GEMINI HELICOPTERS INC.

Per: 

Name: Roch Dallaire

Title: President

ELEMENT FINANCIAL CORPORATION

Per: 

Name: Michel Béland

Title: Chief Financial Officer

[Signature page to Aircraft Loan Agreement]

SCHEDULE “A”

DESCRIPTION OF AIRCRAFT

1. One (1) 1998 Eurocopter model AS350BA-FX2 aircraft bearing manufacturer’s serial number 3100 (described on the International Registry by free text entry as Eurocopter model AS350-BA manufacturer’s serial number 3100) and Canadian registration marks C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C (described on the International Registry by free text entry as Honeywell model LTS 101 manufacturer’s serial number LE43005 (the “**Aircraft 1**”));
2. One (1) 2000 Eurocopter model EC120B aircraft bearing manufacturer’s serial number 1057 (described on the International Registry by free text entry as Eurocopter model EC120B manufacturer’s serial number 1057) and Canadian registration marks C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069 (described on the International Registry by free text entry as Turbomeca model Arrius 2F manufacturer’s serial number 1057 (described on the International Registry by free text entry (the “**Aircraft 2**”));

and all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power unit, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power unit, as the case may be, and any property substituted for any of the foregoing.

SCHEDULE "B"

INSURANCE

1. Public Liability and Property Damage Liability Insurance

Borrower, at its own expense, shall, to the extent such insurance is customarily available to insure a like aircraft for like purposes, maintain in effect comprehensive third party aircraft liability insurance similar to the purposes set out herein against bodily injury and property damage losses arising from ground, flight and taxiing exposures, including, but not limited to, passenger legal liability, cargo liability, contractual liability insurance, in an amount not less than twenty million U.S. Dollars (US\$20,000,000) or such greater amount as Lender may reasonably require, per occurrence. Borrower, at its own expense, shall maintain in effect products liability coverage of twenty million U.S. Dollars (US\$20,000,000) for the Aircraft. For aircraft operating outside Canada or the United States, such policy shall include war and allied risks in accordance with standard market practice including government assistance or excess liability insurance as commercially available to meet the limit required herein. Any such liability insurance policy shall not be subject to any deductible amount except with respect to baggage, cargo liability, and hangar keeper's liability coverage, for which there may not be a deductible in an amount exceeding ten thousand U.S. Dollars (US\$10,000) or such higher amount as may be approved by Lender in writing from time to time. Any policies of insurance carried in accordance with this Section 1. and any policies taken out in substitution or replacement for any of such policies shall: (1) name Lender, together with any of its successors and permitted assigns, as additional insured ("**Additional Insured**"); (2) provide that in respect of the interests of the Additional Insureds such policies of insurance shall insure the Additional Insureds regardless of any breach or violation of any warranty, declarations or conditions contained in such policies by Borrower; (3) provide that if the insurers cancel such insurance for any reason whatever, or the same is allowed to lapse for nonpayment of premium, or if there is any material change in policy terms and conditions, such cancellation, lapse or change shall not be effective until thirty (30) days after receipt by the appointed broker and immediately will notify Lender of written notice from such insurers of such cancellation, lapse or change (ten (10) days for nonpayment of premium and with respect to war risk insurance, such shorter period as shall be customary on the London market for such insurance in such area of the world); (4) provide that the Additional Insured shall have no responsibility for any premiums, assessments, warranties or representations in connection with such insurance; (5) waive any right of the insurer to any setoff, counterclaim or other deduction, whether by attachment or otherwise, in respect of any liability of Lender or any Additional Insured; (6) provide that the insurer shall waive any rights of subrogation against Lender or any other Additional Insured to the extent that Borrower has waived its rights in this Agreement. Each liability policy shall (i) be primary without right of contribution from any other insurance which is carried by the Additional Insured and (ii) expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2. Insurance Against Loss or Damage to the Aircraft

a) Borrower, at its own expense, shall, to the extent such insurance is customarily available to insure a like aircraft for like purposes, maintain in effect with insurers of recognized reputation and responsibility satisfactory to Lender: (A) all-risk (ground, flight and taxiing) aircraft hull insurance covering the Aircraft in the amount equal to the greater of the fair market replacement value and the Outstanding Principal Amount, as the Agreed Value; (B) all-risk property coverage, including while in transit, acceptable to Lender with respect to any Engines and Parts or landing gear (with a replacement cost loss valuation clause), while removed from the Aircraft; and (C) hijacking and acts of terrorism coverage or for aircraft operating outside Canada or the United States, war risks insurance including, but not limited to, hijacking, acts of terrorism, confiscation, expropriation, nationalization or seizure, including confiscation by the Government of Registry, if other than Canada or the United States, as available. Any hull deductible carried in accordance with this Section 2. shall be subject to Lender's approval. Any policies carried in accordance with this Section 2. shall (1) designate Lender, together with any of its successors and permitted assigns, as first ranking secured lender of the Aircraft covered thereby and sole loss payee; (2) be primary without right of contribution from any other insurance which is carried by any Additional Insureds with respect to the Aircraft; (3) provide that if such insurance is cancelled or materially changed for any reason whatsoever, or the same is allowed to lapse for non-payment of premium, such cancellation, change or lapse shall not be effective as to the Additional Insured for thirty (30) days after receipt by the Additional Insured of written notice from such insurers of

such cancellation or lapse or material change in policy terms and conditions; (4) additional insureds shall be provided with a Breach Of Warranty endorsement protecting their interest; (5) waive any rights of set off, counterclaim or deduction, whether by attachment or otherwise, and all rights of subrogation against the Additional Insured; (6) shall provide that the Additional Insured shall have no liability for any premiums, assessments, warranties or representations in connection with such insurance;

b) Lender is not under any duty or obligation to verify the existence or adequacy of insurance.

3. Reports, etc.

On or before the Closing Date, and thereafter on or prior to each renewal or replacement by Borrower of the insurance required hereby, but not less often than annually, Borrower will furnish to Lender one or more original certificates each executed and delivered by an insurance broker appointed by Borrower and approved by Lender, which together shall describe in reasonable detail insurance carried on the Aircraft.

SCHEDULE “C”

PREPAYMENT

1.1 Optional Prepayments. Provided no Default or Event of Default has occurred, Borrower may, at its option, upon three (3) Business Days' notice to the Lender, prepay the Outstanding Principal Amount, in whole or in part, at any time and from time to time. Any optional prepayment hereunder shall be (i) unless made within thirty (30) days of the Borrower's receipt of any notice of change in Law or official directive delivered by the Lender pursuant to Section 6.4(ii)(A), subject to prepayment penalty equivalent to a 3-month interest charge calculated using the then prevailing interest rate on the amount prepaid, (ii) in the minimum amount of C\$250,000 and an integral multiple of C\$250,000 in excess thereof. It is understood that the Borrower may not re-borrow the principal amount of the Loan which is prepaid. Any notice of optional prepayment is irrevocable.

1.2 Prepayment Indemnity. Any amount payable pursuant to Section 1.1 of this Schedule C is referred to in this Agreement as **“Prepayment Indemnity”**.

THIS IS EXHIBIT "6" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, reading "Scott Azzopardi", is written over a solid horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

GUARANTEE

THIS GUARANTEE is dated as of March 28, 2014.

B E T W E E N:

OPSMOBIL INC., a corporation incorporated under the laws of the Province of Alberta

- and -

LYNN'S HELICOPTER LEASING LTD., a corporation incorporated under the laws of the Province of Alberta

- and -

810807 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta

- and -

AIR DALLAIRE LTD., a corporation incorporated under the laws of the Province of Alberta

(collectively, the "**Guarantor**")

ELEMENT FINANCIAL CORPORATION, a corporation incorporated under the laws of Province of Ontario

(the "**Lender**")

CONTEXT:

- A.** GEMINI HELICOPTERS INC. (the "**Borrower**") and the Lender are party to an Aircraft Loan Agreement dated as of the date hereof (as may be amended, modified, supplemented, restated, renewed or replaced, the "**Loan Agreement**"), under which the Lender has advanced or will advance certain loans to the Borrower or has established certain credit facilities in favour of the Borrower.
- B.** The Loan Agreement requires that each Guarantor executes and delivers to the Lender a guarantee of the indebtedness, liabilities and obligations of the Borrower under the Loan Agreement and a postponement of claim with respect to the indebtedness, liabilities and obligations owed by the Borrower to the Guarantor from time to time.

- C. It is in the interests of the Guarantor that the Lender extends credit to the Borrower from time to time and the Guarantor will receive economic and other benefits from the extension of credit, and therefore the Guarantor is willing to execute and deliver this Guarantee to and in favour of the Lender.

THEREFORE, the Guarantor agrees with the Lender as follows:

1. Interpretation

1.1 Definitions. In this Guarantee the following terms have the following meanings:

- 1.1.1 “**Agreed Currency**” is defined in Section 4.
- 1.1.2 “**Applicable Law**” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.
- 1.1.3 “**Borrower**” is defined under “Context”, above and includes its successors and permitted assigns.
- 1.1.4 “**Business Day**” means any day on which Lender is open for normal business, other than a Saturday, Sunday or statutory holiday on which financial institutions in Toronto, Ontario and in Calgary, Alberta are required or authorized by law to remain closed.
- 1.1.5 “**Documents**” means the Loan Agreement, the Security Documents, this Guarantee and any other document, instrument, agreement or certificate in favour of the Lender executed in connection with the Loan Agreement and when used concerning any Person, “**Documents**” means and refers to those Documents executed and delivered, or to be executed and delivered, by that Person.
- 1.1.6 “**Event of Default**” is defined in the Loan Agreement, and if not defined in the Loan Agreement, means a breach in any term or provision of the Loan Agreement or any other Document.
- 1.1.7 “**Governmental Authority**” means:
 - 1.1.7.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or

- 1.1.7.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- 1.1.8 **“Guarantee”** means this guarantee, as amended, modified, supplemented and restated from time to time by written agreement of the Parties.
- 1.1.9 **“Guaranteed Indebtedness”** means the aggregate of:
- 1.1.9.1 all indebtedness, liabilities and obligations of the Borrower to the Lender, present or future, direct or indirect, absolute or contingent, matured or not, joint, several or joint and several, at any time owing or remaining unpaid by the Borrower to the Lender in any currency, pursuant to the Loan Agreement and the Documents to which the Borrower is a party, including all principal, interest, commissions, fees, including receiver’s fees and expenses, legal costs (on a solicitor and his own client basis) and other costs, charges and expenses;
- 1.1.9.2 interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates and in the currency applicable to the Guaranteed Indebtedness; and
- 1.1.9.3 all costs and expenses incurred by the Lender in enforcing any rights under this Guarantee.
- 1.1.10 **“Guarantor”** means collectively, OPSMOBIL INC., LYNN’S HELICOPTER LEASING LTD., 810807 ALBERTA LTD. and AIR DALLAIRE LTD. and includes their respective successors and permitted assigns.
- 1.1.11 **“Lender”** is defined in the preamble above.
- 1.1.12 **“Loan Agreement”** is defined under “Context”, above.
- 1.1.13 **“Notice”** means any notice, demand, request, consent, approval or other communication that is required or permitted by this Guarantee to be given or made by a Party.
- 1.1.14 **“Other Currency”** is defined in Section 4.
- 1.1.15 **“Parties”** means the Lender and the Guarantor, collectively, and **“Party”** means any one of them.
- 1.1.16 **“Person”** means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

- 1.1.17 **"Postponed Debt"** is defined Section 16.
- 1.1.18 **"Post-Termination Indemnity"** is defined in Section 15.
- 1.1.19 **"Security Documents"** means those security documents, instruments and agreements, including guarantees, delivered pursuant to the Loan Agreement to secure the indebtedness, liabilities and obligations of the Borrower under the Loan Agreement.
- 1.2 **Entire Agreement.** This Guarantee, together with the other Documents, constitutes the entire agreement between the Parties pertaining to the subject matter of this Guarantee and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Guarantee except as specifically set out in this Guarantee or the other Documents. No Party has been induced to enter into this Guarantee in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Guarantee or in one of the other Documents.
- 1.3 **Time of Day.** Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario.
- 1.4 **Business Day.** Whenever any payment to be made or action to be taken under this Guarantee is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.
- 1.5 **Governing Law.** This Guarantee is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- 1.6 **Certain Rules of Interpretation.**
- 1.6.1 In this Guarantee, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Guarantee is to be construed as meaning "including, without limitation".
- 1.6.2 Unless otherwise specified in this Guarantee, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.6.3 Unless otherwise specified, any reference in this Guarantee to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

2. Guarantee

Each Guarantor unconditionally and irrevocably guarantees to the Lender full and prompt payment and satisfaction when due, whether at stated maturity, by required payment, by acceleration, declaration, demand or otherwise, and at all times following when due, of all Guaranteed Indebtedness.

3. Payment

Each Guarantor must make payments to the Lender of the amount of its liability for the Guaranteed Indebtedness within fifteen (15) days after demand to do so is made in writing. The demand will be conclusively deemed to have been effectively made when Notice is provided to the Guarantor under Section 30.2 of this Guarantee.

4. Currency

Each Guarantor agrees that payments under this Guarantee on account of the Guaranteed Indebtedness will be made in the currency (the "**Agreed Currency**") in which the Guaranteed Indebtedness is payable, and if any payment is received in another currency (the "**Other Currency**"), that payment will constitute a discharge of the liability of the Guarantor under this Guarantee only to the extent of the amount of the Agreed Currency which the Lender may under its normal procedures purchase with the amount of the Other Currency received by it on the Business Day next following the receipt and after deducting any costs of exchange.

5. Guarantee Unconditional

The obligations of each Guarantor under this Guarantee are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged, limited or otherwise affected by (and each Guarantor waives, to the fullest extent permitted by Applicable Law):

- 5.1 any modification or amendment of or supplement to the obligations of the Borrower under the Loan Agreement or the Guaranteed Indebtedness, including any increase or decrease in the principal, the rates of interest, other amounts payable under them, or any change in the nature or form of the credit provided and any amendment to the covenants or other provisions contained in the Loan Agreement or any Document;
- 5.2 any termination, invalidity, unenforceability or release by the Lender of any of its rights against the Borrower or against any other Person or of any other Document;
- 5.3 any increase, reduction, renewal, extension, substitution or other change in, or discontinuance of, the terms relating to the Guaranteed Indebtedness or to any credit extended by the Lender to the Borrower under the Loan Agreement; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other Person; abstaining from taking, perfecting or registering any Security Documents; allowing any Security Documents to lapse, whether by failing to make or maintain any registration or otherwise; or any neglect or omission by the Lender in respect of, or in the course of, doing any of these things;

- 5.4 the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Borrower, the Lender, or any other Person, whether in connection with this Guarantee or any unrelated transactions;
- 5.5 any change in the financial condition of the Borrower, the Guarantor or any other Person, including insolvency and bankruptcy;
- 5.6 any release, substitution or addition of any co-signer, endorser or other guarantor of the Guaranteed Indebtedness or any declaration by the other Person that it is no longer bound by its co-signature, endorsement or guarantee, as applicable;
- 5.7 any event, whether or not attributable to the Lender, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Borrower or any other Person, or to have resulted in the initiation of any of those proceedings;
- 5.8 any failure by the Lender to abide by any of the terms and conditions of the Loan Agreement or the other Documents with, or to meet any of its obligations or duties owed to, the Borrower, the Guarantor or any other Person, or any breach of any duty, whether as a fiduciary or otherwise, that exists or is alleged to exist between the Lender and the Borrower, the Guarantor or any other Person;
- 5.9 the benefit of any law which provides that the obligation of a guarantor must not be larger in amount, or in other respects more burdensome, than that of the principal obligation or which reduces a guarantor's obligation in proportion to the principal obligation;
- 5.10 any defence arising from the invalidity, illegality or lack of enforceability of the Guaranteed Indebtedness or any part of it, or of any security or guarantee relating to the Guaranteed Indebtedness, or because of any incapacity, lack of authority, or other defence of the Borrower or any other Person, or because of any limitation, postponement, prohibition, subordination or other restriction on the Lender's right to payment of the Guaranteed Indebtedness or any part of it, or because of the termination, invalidity, unenforceability or cessation from any cause of the liability of the Borrower or the Guarantor or any other Person with respect to all or any part of the Guaranteed Indebtedness, or because of any act or omission of the Lender or others, whether occasioned by their own fault or otherwise, which directly or indirectly results in the discharge or release of the Borrower or any other Person, or of all or any part of the Guaranteed Indebtedness or any security or guarantee for the Guaranteed Indebtedness, whether by contract, operation of law or otherwise, except as a result of the payment by the Borrower or the Guarantor to the Lender in full of the Guaranteed Indebtedness, including all interest and expenses as provided for in this Guarantee;
- 5.11 any defence arising from any failure by the Lender to obtain, perfect or maintain a perfected or prior, or any, security interest in or lien or encumbrance upon any property of either of the Borrower or any other Person, or because of any interest of the Lender in any property, whether as owner of that property or as the holder of a security interest in that property or lien or encumbrance on that property, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or because of any impairment by the Lender of any right to recourse or collateral;
- 5.12 any change of effective control of the Borrower;

- 5.13 any other act or omission to act or delay of any kind by the Borrower, the Lender or any other Person, or any other circumstance, whether similar or dissimilar to the foregoing, which might, but for the provisions of this Section 5, constitute a legal or equitable discharge, limitation or reduction of the obligations of the Guarantor under this Guarantee, other than the payment or extinguishment in full of all of the Guaranteed Indebtedness and the termination of all credit facilities and any lending commitment; or
- 5.14 any major or minor amendments or modifications to, or any restatement, renewal, replacement or extension of the Loan Agreement or any Document, or of any other loan agreement, terms letter or other document between the Lender and the Borrower.

To the extent permitted by Applicable Law, the foregoing provisions apply, and the foregoing waivers will be effective, even if the effect of any action, or failure to take action, by the Lender is to destroy or diminish the subrogation rights of the Guarantor, the right of the Guarantor to proceed against the Borrower for reimbursement, the right of the Guarantor to recover contribution from any other guarantor or any other right or remedy.

6. Dealings with the Borrower

The Lender may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Borrower and with other Persons and securities as the Lender sees fit, and the Lender may apply all monies received by it from the Borrower or others or from any security upon that part of the Guaranteed Indebtedness as it may think best, without the consent of, or notice to, the Guarantor or any other Person and without prejudice to, or in any way limiting or lessening, the liability of the Guarantor under this Guarantee. Without limiting the generality of the foregoing, the Guarantor authorizes and empowers the Lender, in its sole and unfettered discretion, without any notice to the Guarantor or any other Person or entity, to exercise any right or remedy which the Lender has or may have against the Borrower or any other Person, or with respect to any security, whether real, personal or intangible, for the Guaranteed Indebtedness, without affecting in any way the liability of the Guarantor under this Guarantee, and the Guarantor will be liable to the Lender for any deficiency resulting from the exercise by the Lender of any right or remedy.

7. Recourse against the Borrower

The Lender is not bound to exhaust its recourse against the Borrower, any other guarantor or other Person or under any other security before being entitled to payment from the Guarantor under this Guarantee.

8. Settlement of Accounts

Any account settled or stated between the Lender and the Borrower will be accepted by the Guarantor as prima facie evidence that the amount appearing due by the Borrower to the Lender in that account is so due, except for manifest error.

9. Change in Composition of the Borrower

No change in the name, objects, capital stock, constitution, ownership or control of the Borrower, and no other circumstance, including the Borrower being amalgamated with another corporation, or any amendments, supplement to or replacement of the Loan Agreement or any other Document, or any circumstance affecting the Borrower or the Guarantor which might otherwise provide a legal or equitable

defence to the Guarantor or a discharge of this Guarantee, will affect or in any way limit or lessen the liability of the Guarantor under this Guarantee.

10. Guarantee of all Monies Borrowed

All monies and credits borrowed or obtained by the Borrower from the Lender under or in connection with the Loan Agreement or any of the other Documents will be deemed to form part of the Guaranteed Indebtedness despite any incapacity, disability or lack or limitation of status or power of the Borrower or of the directors, officers or employees of the Borrower, or that the Borrower may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of those monies or credits. All advances, renewals and credits made or granted by the Lender purportedly to or for the Borrower under the Loan Agreement after the bankruptcy or insolvency of the Borrower will be deemed to form part of the Guaranteed Indebtedness.

11. Principal Debtor

Any amount of Guaranteed Indebtedness which may not be recoverable from the Guarantor by the Lender under this Guarantee on the basis of a guarantee will be recoverable by the Lender from the Guarantor as principal debtor of that amount, and that amount will be paid to the Lender immediately after demand for that amount as provided in this Guarantee.

12. Continuing Guarantee

Subject to the Section 2 above, this Guarantee is a continuing, absolute, unconditional and irrevocable guarantee of all of the Guaranteed Indebtedness, will apply to all of the Guaranteed Indebtedness, and will remain in full force and effect until all of the Guaranteed Indebtedness has been paid in full. This Guarantee will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender.

13. No Subrogation

Until all the Guaranteed Indebtedness, interest and expenses have been paid in full, the Guarantor will have no right of subrogation to, and waives, to the fullest extent permitted by law, any right to enforce any remedy which the Lender now has or may have after this Guarantee takes effect against the Borrower in respect of the Guaranteed Indebtedness, and the Guarantor waives any benefit of, and any right to participate in, any security, whether charging real or personal property, now or in the future held by the Lender for the Guaranteed Indebtedness until the time that all Guaranteed Indebtedness, interest and expenses as referred to in this Guarantee are paid in full. If the Lender receives from the Guarantor a payment or payments on account of the liability of the Guarantor under this Guarantee, the Guarantor will not be entitled to claim contribution or indemnity from the Borrower until the claims of the Lender against the Borrower have been paid in full or the Lender has waived its rights in respect of those claims.

14. Stay of Acceleration

If acceleration of the time for payment of any amount payable by the Borrower in respect of the Guaranteed Indebtedness is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, or any moratorium affecting the payment of the Guaranteed Indebtedness, all of the amounts owing under the Loan Agreement otherwise subject to acceleration will nonetheless be payable by the Guarantor under this Guarantee within fifteen (15) days from demand by the Lender.

15. Revival of Guaranteed Indebtedness and Liability

Each Guarantor agrees that, if at any time, all or any part of any payment previously applied by the Lender to any Guaranteed Indebtedness is or must be rescinded or returned by the Lender to the Guarantor for any reason, including the insolvency, bankruptcy, or reorganization of the Borrower, or if any indebtedness arises from any indemnity of the Borrower in favour of the Lender under the Loan Agreement which survives the termination of the Loan Agreement (a "**Post-Termination Indemnity**"), then the Guaranteed Indebtedness will, for the purpose of this Guarantee:

- 15.1 to the extent that the payment is or must be rescinded or returned, be deemed to have continued in existence, despite the application by the Lender, and this Guarantee will continue to be effective or be reinstated, as the case may be, as to that Guaranteed Indebtedness, all as though the application by the Lender had not been made; and
- 15.2 extend to the Post-Termination Indemnity.

16. Assignment and Postponement

All present and future indebtedness and liability of the Borrower to the Guarantor and all security for that future indebtedness and liability (collectively, the "**Postponed Debt**") is assigned to the Lender as security for the Guaranteed Indebtedness, and the Postponed Debt is postponed to the Guaranteed Indebtedness, and all monies received by the Guarantor in respect of the Postponed Debt will be received in trust for and will be paid over to the Lender immediately; provided, however, until demand or the occurrence of an Event of Default which is continuing and which has not been waived in writing by the Lender, the Guarantor may receive any payments in respect of the Postponed Debt made in the ordinary course of business or as permitted under the Loan Agreement. The Guarantor will not:

- 16.1 purport to release or withdraw the Postponed Debt;
- 16.2 permit the prescription of the Postponed Debt by any statute of limitation; or
- 16.3 ask for or obtain any security or negotiable paper for, or other evidence of, the Postponed Debt except to deliver it to the Lender.

Following demand or the occurrence of an Event of Default which is continuing, or an acceleration of the Borrower's obligations pursuant to the Loan Agreement, the Lender is entitled to receive payment in full in cash in respect of the indebtedness of the Borrower (including interest accruing after, or which would accrue but for, the commencement of any proceeding at the rate specified in the Loan Agreement or applicable Document, whether or not a claim for the interest would be allowed) before the Guarantor are entitled to receive any payment or distribution in respect of the Postponed Debt, and no payments will be made, given or permitted, directly or indirectly, by set-off, redemption, purchase or in any other manner, as payment of or security for the whole or any part of the Postponed Debt. If a payment or distribution is made to the Guarantor in contravention of this Section, that Guarantor will hold that payment in trust for the Lender and will immediately pay over and deliver that payment to the Lender.

17. Representations and Warranties

Each Guarantor represents and warrants to and with the Lender, upon which representations and warranties the Lender specifically relies, as follows:

- 17.1 **Corporate Existence.** It is duly incorporated or amalgamated and validly subsisting under the laws of its jurisdiction of incorporation, amalgamation or continuance, has the power and capacity to own its properties and assets and to carry on its business as currently carried on by it, and holds all material licences, permits and assets as are required to own its properties and assets and to carry on business in each jurisdiction in which it does so. Its chief executive office is located at the address set out in Section 30.2.
- 17.2 **Power and Capacity.** It has the corporate power and capacity to enter into each of the Documents to which it is a party and to do all acts and things and fulfill all obligations when required of it under this Guarantee.
- 17.3 **Authorization and Enforceability.** It has taken all necessary corporate action to authorize the execution, delivery and performance of each of the Documents to which it is a party and each document constitutes, or upon execution and delivery will constitute, a valid and binding obligation of it, enforceable against it in accordance with its terms, subject only to the following qualifications:
 - 17.3.1 an order of specific performance and an injunction are discretionary remedies, and in particular, may not be available where damages are considered an adequate remedy; and
 - 17.3.2 enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights.
- 17.4 **No Conflict.** The execution and delivery of this Guarantee and the other Documents to which it is a party and the performance by it of its obligations under this Guarantee and the other Documents:
 - 17.4.1 does not and will not violate any law or its organizational documents, or constitute a breach of any of its existing contractual or other obligation or contravene any licence or permit to which it is subject; and
 - 17.4.2 will not result in or permit the acceleration of the maturity of any indebtedness or other obligation of it.
- 17.5 **No Authorization.** No authorization, consent or approval of, or filing with or notice to, any Person is required in connection with the execution, delivery or performance by it of this Guarantee or any of the other Documents to which it is a party.
- 17.6 **Insolvency.** It is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

- 17.7 **Litigation.** There are no actions, suits, judgments, awards or proceedings pending or, to its knowledge, threatened against it before any court or government department, commission, board, agency or instrumentality, domestic or foreign, or before any other authority, or before any arbitrator of any kind, which would, if determined adversely to it, materially adversely affect its property, financial condition or prospects or its ability to perform any of the provisions of any Document to which it is a party or which purport to affect the legality, validity or enforceability of any Document to which it is a party, and it is not in default with respect to any judgment, order, writ, injunction, award, rule or regulation of any Governmental Authority or any arbitrator.
- 17.8 **No Breach.** It is not in default or breach under any material commitment or obligation (including obligations concerning financial indebtedness) or under any order, writ, decree or demand of any Governmental Authority or with respect to any leases, licences or permits to own and/or operate material properties and assets or to carry on business and there exists no state of facts which, after notice or the passage of time or both, would constitute a default or breach; and there are no proceedings in progress, pending or threatened, which may result in the revocation, cancellation, suspension or any adverse modification of any of those leases, licences or permits.

18. Bound by Loan Agreement

Each Guarantor agrees to be bound by the covenants in the Loan Agreement as they relate to it.

19. Copy of Loan Agreement

Each Guarantor acknowledges that it has been provided with a duly executed copy of the Loan Agreement, including any amendments to the Loan Agreement.

20. Annual Acknowledgment of Representations and Warranties

Upon the written request of the Lender, each Guarantor will, within thirty (30) days of the Lender's request, provide the Lender with a written acknowledgment, in form satisfactory to the Lender, that the representations and warranties in Section 17 remain in full force and effect as if made and given on the date of delivery of that acknowledgment subject to any changes in circumstances in the interim which have been disclosed to the Lender.

21. Insolvency

In case of winding up or bankruptcy of the Borrower, whether voluntary or involuntary, or if the Borrower makes a bulk sale of any of its assets within the bulk transfer provisions of any applicable legislation or any arrangement with creditors, whether voluntary or involuntary, the Lender has the right to rank for its full claims and receive all dividends or other payments in respect of its claims in priority to the Guarantor until its claims have been paid in full, and the Guarantor will continue to be liable under this Guarantee up to the amount guaranteed, less any payments made by the Guarantor, for any balance of the Guaranteed Indebtedness which may be owing to the Lender. In the event of the valuation by the Lender of its security, that valuation will not, as between the Lender and the Guarantor, be considered as a purchase of its security, or as payment or satisfaction or reduction of the Guaranteed Indebtedness or any part of it. The provisions of this Section will not in any way limit or lessen the liability of the Guarantor under any other Section of this Guarantee.

22. Expenses

The Guarantor will from time to time, within fifteen (15) days from Lender's demand, pay to the Lender all reasonable expenses (including legal fees on a solicitor and his own client basis) incurred by the Lender in the preparation of this Guarantee and the preservation or enforcement of any of its rights under this Guarantee, and those amounts which are outstanding will be added to the Guaranteed Indebtedness.

23. Additional Security

This Guarantee is in addition and without prejudice to any security of any kind, including any other guarantees, held by the Lender at any time in respect of the Guaranteed Indebtedness and any other rights or remedies that the Lender might have.

24. Taxes

All payments to be made by the Guarantor under this Guarantee will be made without set-off or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any kind. If Applicable Laws require a deduction or withholding to be made, the Guarantor will pay to the Lender an additional amount, on an after-tax basis, as is necessary to ensure the Lender receives the full amount the Lender would have received if no deduction or withholding had been made.

25. Disclosure

- 25.1 The Guarantor acknowledges that it possesses all information with respect to the Borrower that is material to this Guarantee, and that the Lender does not have any obligation to disclose to the Guarantor any information which it may now possess, or may possess after this Guarantee takes effect, concerning the Borrower.
- 25.2 The Lender may from time to time give any credit or other information about the Guarantor to, or receive that information from, any credit bureau, reporting agency or other similar Person.

26. Conflict

In the event of a conflict in or between the provisions of this Guarantee and the provisions of the Loan Agreement then, despite anything contained in this Guarantee, the provisions of the Loan Agreement will prevail and the provisions of this Guarantee will be deemed to be amended to the extent necessary to eliminate the conflict.

27. Termination

Subject to Section 15 of this Guarantee, upon payment in full of all present and future outstanding indebtedness, liabilities and obligations of the Borrower under the Loan Agreement, the cancellation of any credit facilities and the termination of all obligations of the Lender under the Loan Agreement and the Documents, the Guarantor may request in writing that this Guarantee be released and discharged, and if this occurs the Lender will, at the expense of the Guarantor, execute and deliver to the Guarantor a release and discharge of this Guarantee.

28. Set-Off/Right to Combine Accounts

The amount of the Guarantor's liability under this Guarantee is not to be subject to any deduction, withholding, set-off or counterclaim by the Guarantor for any reason at any time.

29. Amalgamation

The Guarantor acknowledges that if it amalgamates with any other corporation or corporations, then:

- 29.1 the indebtedness, liabilities and obligations created by this Guarantee will become the indebtedness, liabilities and obligations of the amalgamated corporation; and
- 29.2 the term "Guarantor", where used in this Guarantee, will extend to and include each of the amalgamating corporations and the amalgamated corporation.

30. General Terms

30.1 **Time of Essence.** Time is of the essence in all respects of this Guarantee.

30.2 **Notices.**

30.2.1 Any Notice must be in writing and either:

30.2.1.1 personally delivered;

30.2.1.2 sent by prepaid registered mail; or

30.2.1.3 sent by facsimile or functionally equivalent electronic means of communication, charges (if any) prepaid confirmed by prepaid registered mail.

Any Notice must be sent to the intended recipient at its address as follows:

to the Guarantor at:

280 – 700 6th Avenue SW
Calgary, Alberta
T2P 0T8

Attention: Ryan Tobber
Reid MacDonald

Fax No.: 780-402-2448

to the Lender at:

Brookfield Place – TD Canada Trust Tower
161 Bay Street, Suite 4600, P.O. Box 621
Toronto (Ontario)
M5J 2S1

Attention: Michel Béland with a copy to the General Counsel
Facsimile No.: (888) 772-8129

or at such other address as any Party may from time to time advise the other by Notice given in accordance with this Section 30.2. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 2 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the fifth (5th) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery or by facsimile or functionally equivalent electronic transmission.

- 30.3 **Further Assurances.** Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Guarantee and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by any Governmental Authority or stock exchanges having jurisdiction over the affairs of a Party or as may be required under applicable securities legislation.
- 30.4 **Amendment.** No supplement, modification, amendment, discharge or termination of this Guarantee is binding unless it is executed in writing by the Party to be bound and, if the Lender is not a party to any such supplement, modification, amendment, discharge or termination unless the Lender provides its prior written consent therefor.
- 30.5 **Waiver.** No delay on the part of the Lender in exercising any of its options, powers or rights, or partial or single exercise of them, will constitute a waiver of them. No waiver of any of its rights under this Guarantee, and no modification or amendment of this Guarantee, will be deemed to be made or accepted by the Lender unless it is in writing, duly signed on behalf of the Lender, and each waiver, if any, will apply only with respect to the specific instance involved, and will in no way impair the rights of the Lender or the liabilities of the Guarantor to the Lender in any other respect at any other time.
- 30.6 **Submission to Jurisdiction.** Each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta.
- Each of the Parties waives, to the extent permitted by the applicable laws, any right to trial by jury in connection with any dispute arising out of or related to the transactions contemplated by this Guarantee.
- 30.7 **Remedies Cumulative.** The rights and remedies under this Guarantee are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity

or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

30.8 Assignment and Enurement.

30.8.1 The Lender may from time to time, and without the consent of the Guarantor, assign or transfer all or any of the Guaranteed Indebtedness owing to the Lender or any interest in the Guaranteed Indebtedness to any Person, and may assign and transfer all or any of its rights under this Guarantee, provided that the assignment or transfer includes the Lender's interest in the Documents of as they relate to the Guarantor, and provided that the Person agrees to be bound by the terms of this Guarantee. Despite any assignment or transfer or any subsequent assignment or transfer, any Guaranteed Indebtedness or part of it so transferred or assigned will be and will remain Guaranteed Indebtedness for the purposes of this Guarantee and any immediate and successive assignee or transferee of any Guaranteed Indebtedness or any interest in the Guaranteed Indebtedness will, to the extent of the interest so assigned or transferred, be entitled to the benefit of, and the right to enforce, this Guarantee to the same extent as if that Person was the Lender.

30.8.2 Except as provided in Section 30.8.1 above, neither this Guarantee, nor any right or obligation under this Guarantee, may be assigned by either Party without the prior consent of the other Party. This Guarantee enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

30.9 Severability. Each provision of this Guarantee is distinct and severable. If any provision of this Guarantee, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

30.9.1 the legality, validity or enforceability of the remaining provisions of this Guarantee; or

30.9.2 the legality, validity or enforceability of that provision in any other jurisdiction.

30.10 Counterparts.

This Guarantee may be executed and delivered by the Guarantor in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, and those counterparts will together constitute one and the same instrument.

30.11 Acknowledgment and Waiver. The Guarantor:

30.11.1 acknowledges receiving a copy of this Guarantee; and

30.11.2 to the extent permitted by law, waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Guarantee or any amendments to this Guarantee.

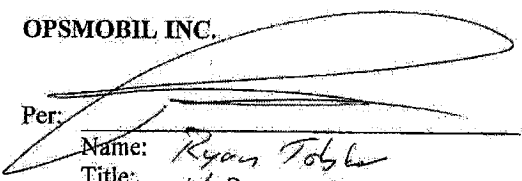
30.12 Joint and Several Obligations.

The representations, warranties and agreements of, and all obligations and covenants to be performed and observed by the Guarantor under this Guarantee will be joint and several representations, warranties, agreements, obligations and covenants of each Guarantor. Any request or authorization given to the Borrower by any Guarantor will be considered to be joint and several requests of authorization of each Guarantor.

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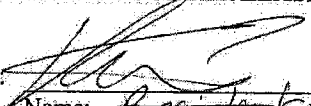
The Guarantor has executed this Guarantee effective as of the date of this Guarantee.

OPSMOBIL INC.

Per: 

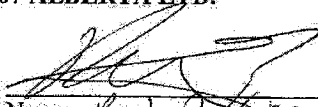
Name: Ryan Tobler
Title: VP + COO

LYNN'S HELICOPTER LEASING LTD.

Per: 

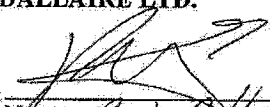
Name: President Roch Dallaire
Title: President

810807 ALBERTA LTD.

Per: 

Name: Roch Dallaire
Title: President

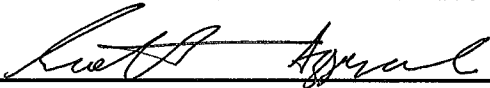
AIR DALLAIRE LTD.

Per: 

Name: Roch Dallaire
Title: President

[Signature page to Guarantee]

THIS IS EXHIBIT "7" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018



SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

AIRCRAFT SECURITY AGREEMENT

THIS AIRCRAFT SECURITY AGREEMENT dated as of the 28th day of March, 2014 between:

GEMINI HELICOPTERS INC., a corporation incorporated under the laws of Alberta having its head office at 280 – 700 6th Avenue SW, Calgary, Alberta, T2P 0T8;

(the “**Debtor**”)

AND:

ELEMENT FINANCIAL CORPORATION, a corporation incorporated under the laws of the Province of Ontario having its head office at 161 Bay Street, Suite 4600, P. O. Box 621, Toronto , Ontario, M5J 2S1;

(the “**Secured Party**”)

This Agreement witnesses that in consideration of the Loan Agreement (hereinafter defined) and other good and valuable consideration and to secure the due payment and performance of all Obligations (hereinafter defined), the Debtor hereby agrees with the Secured Party as follows:

SECTION 1 INTERPRETATION

1.1 Defined Terms.

In this Agreement, unless the context requires otherwise, capitalized terms shall have the meanings specified below:

“**Administrator**” has the meaning given to such term in the International Registry Registrations.

“**Aeronautics Laws**” means the *Aeronautics Act* (Canada), the *Canada Transportation Act* (Canada) and all legislation, regulations, orders, directives, guidelines, judgements or writs of any court or governmental agency in Canada relating to aeronautics.

“Agreement” means this aircraft security agreement, as amended, modified, restated, renewed or supplemented from time to time.

“Aircraft” means (i) the Airframe(s), together with (ii) the Engines, (iii) the Major Components, and (iv) the Manuals and Technical Records.

“Aircraft Protocol” has the meaning given to such term in the Loan Agreement.

“Airframe” means (i) the airframe(s) (except Engines or engines from time to time installed thereon) described in Schedule “A” hereto and those financed from time to time in accordance with the Loan Agreement, (ii) any and all Parts so long as the same shall be incorporated or installed in or attached to such airframe(s) or, so long as such Parts shall remain subject to the Security, after removal from such airframe, and (iii) all improvements, additions, replacements, renewals and substitutions made to the foregoing in accordance with the Loan Agreement.

“Applicable Law” means, at any time, with respect to any person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any governmental or regulatory body or persons having authority over that Person, property, transaction or event including, without limitation, the Aeronautics Laws.

“Associated Rights” has the meaning given to such term in the Cape Town Convention.

“Aviation Authority” has the meaning ascribed to such term in the Loan Agreement.

“Convention” has the meaning given to such term in the Loan Agreement.

“Cape Town Alternative A” means Alternative A under Article XI of the Aircraft Protocol to the Cape Town Convention as in effect in Canada from time to time.

“Cape Town Convention” has the meaning given to such term in the Loan Agreement.

“Collateral” has the meaning described hereto in Section 2.1.

“Contract of Sale” has the meaning given to such term in the Cape Town Convention.

“Documents” means this Agreement, the Loan Agreement, any of the Security or any other agreement or instrument, now existing or created in the future delivered by the Debtor or by any guarantor to the Secured Party in connection with the Loan Agreement.

“Engine” means (i) each of the engines described in Schedule “A” and all other engines financed with the Airframe in accordance with the Loan Agreement whether or not from time to time installed on the Airframe or removed from the Airframe and installed on any other airframe or aircraft so long as such removed Engine shall remain subject to the Security in accordance with the terms of the Loan Agreement, (ii) any replacement Engine or any engine which may from time to time be substituted for an Engine, and (iii) any and all Parts incorporated in, installed on, or attached to, an Engine at the time of delivery hereunder or at any time thereafter, and any and all Parts removed from an Engine so long as such Parts shall remain subject to the Security in accordance with the terms of the Loan Agreement.

“Event of Default” has the meaning ascribed to such term in the Loan Agreement.

“IDERA” means an irrevocable de-registration and export request authorization as provided in the Cape Town Convention.

“International Interest” has the meaning ascribed to such term in the Cape Town Convention.

“International Registry” means the International Registry established pursuant to the Cape Town Convention.

“International Registry Regulations” has the meaning ascribed to such term in the Loan Agreement.

“Leases” means any leases or other contracts pursuant to which the Debtor shall lease or part with possession of the Aircraft for compensation (including any time sharing or fractional ownership lease contract), and shall include any interest of the Debtor in any sublease pursuant to which a lessee under a lease shall sublease or otherwise part with possession of the Aircraft for compensation and any further subleases and other contracts pursuant to which subsequent sublessors give possession of the Aircraft to the ultimate operator thereof including, without limitation, the Lease Agreements (as such term is defined in the Loan Agreement); and **“Lease”** means any of them.

“Lien” means any security interest, mortgage, pledge, hypothec, assignment, attachment, deposit arrangement, encumbrance, lien (statutory or other), charge against or interest in property to secure payment or performance of an obligation, preference, license, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale, hire purchase or other title retention agreement, and any financing or similar statement or notice filed under the PPSA or any other similar recording or notice statute), and any lease having substantially the same effect as any of the foregoing.

“Loan” has the meaning ascribed to such term in the Loan Agreement.

“Loan Agreement” means the aircraft loan agreement dated as of the date hereof entered into between the Debtor, as borrower, and the Secured Party, as lender, as amended, modified, supplemented, restated or renewed from time to time.

“Major Components” means (i) each of the propellers and/or auxiliary power units, if any, described in Schedule “A” and all other propellers and/or auxiliary power units, if any, financed with the Airframe in accordance with the Loan Agreement whether or not from time to time installed on the Airframe or removed from the Airframe and installed on any other airframe or aircraft so long as such removed Major Component shall remain subject to the Security in accordance with the terms of the Loan Agreement, (ii) any replacement Major Component or any propeller and/or auxiliary power unit which may from time to time be substituted for a Major Component, and (iii) any and all Parts incorporated in, installed on, or attached to, a Major Component at the time of delivery hereunder or at any time thereafter, and any and all Parts removed from a Major Component so long such Parts shall remain subject to the Security in accordance with the terms of the Loan Agreement.

“Manuals and Technical Records” means (i) all records, logs, manuals and other material and data required to be maintained with respect to the Aircraft pursuant to any applicable Aeronautics Laws and as required by the Aviation Authority and (ii) all other modification, maintenance, repair, overhaul and use records required by the supplier’s maintenance program and which, when taken together will provide a complete and continuous history of all maintenance overhauls and repairs to the Aircraft from the date of manufacture thereof.

“Obligations” means all monies now or at any time and from time to time hereafter owing or payable by the Debtor to the Secured Party and all other obligations (whether now existing, presently arising or created in the future) of the Debtor in favour of the Secured Party, and whether direct or indirect, absolute or contingent, matured or not, but in each case arising under or pursuant to the terms of the Loan Agreement and the other Documents.

“Overdue Rate” shall mean the Default Interest Rate as set out in the Loan Agreement.

“Parts” means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Engines or engines) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine (and **“Part”** means any of the foregoing) or, after removal therefrom, so long as such Parts remain subject to the Security in favour of the Secured Party.

“PPSA” means the personal property and security legislation and all regulations that apply in the province or territory where the Collateral is situated at the time of the exercise of the rights related to the Collateral, as may be amended, renamed or replaced from time to time.

“Professional User Entity” has the meaning given to such term in the International Registry Regulations.

“Sale” means a **“sale”** of the Aircraft pursuant to a Contract of Sale.

“Security” means, collectively, this Agreement and all other agreements and other instruments delivered to the Secured Party by the Debtor for the purposes of establishing, perfecting, preserving or protecting any security held by the Secured Party in respect of any Obligations.

“Security Interest” means the Liens granted by this Agreement.

“Tax(es)” means any and all fees (including but not limited to documentation, license and registration fees), taxes (including but not limited to income, franchise, gross receipts, sales, rental, use, value-added, withholding taxes, goods and services tax, turnover, excise, property, user, capital, doing business, transfer and stamp taxes), levies, imposts, licenses, duties, recording charges or fees, assessments or withholdings of any kind or nature whatsoever, including any payments in lieu thereof, together with any penalties, fines, assessments or interest thereon or other additions thereto (other than Taxes on the overall net income of the Secured Party under any Law).

“Transacting User Entity” has the meaning given to such term in the International Registry Regulations.

1.2 Statutes, Agreements.

Any statute or agreement referred to herein shall be deemed to include that statute or agreement as amended, restated and/or replaced from time to time, and in the case of statutes, any regulations thereunder and successor legislation to the same general intent and effect.

SECTION 2 GRANT OF SECURITY INTEREST

2.1 Security Interest.

As general and continuing collateral security for the due and punctual payment and performance of all Obligations, Debtor hereby grants, sells, assigns, conveys, transfers, mortgages, pledges and charges, as and by way of a fixed and specific mortgage, pledge and charge to and in favour of the Secured Party and grants and creates a security interest in the following property (collectively, the “**Collateral**”):

- a) **Aircraft:** the Aircraft described in **Schedule “A”**, including, without limitation, all improvements, additions, replacements and substitutions and includes all present and future Parts, replacement Parts and accessories of any kind whatsoever;
- b) **Associated Rights:** all Associated Rights related to the Collateral;
- c) **International Interests:** All International Interests related to the Collateral;
- d) **Leases:** all Leases and all rentals and other amounts due under any Lease;
- e) **Warranties:** all warranties of Aircraft, Engines and Parts to the extent the same relate to continuing rights of the Debtor in respect of any warranty, indemnity or agreement, express or implied, as to title, workmanship, maintenance, repair, servicing, overhaul or design or patent infringement with respect to the Aircraft, Engines or Parts (reserving to the Debtor, however, all of the Debtor’s other rights and interest in and to the purchase agreements and, except as provided herein, in respect of aircraft, engines or any part other than the Aircraft, the Engines or any Part) together in each case under this Section with all rights, powers, privileges, options and other benefits of the Debtor thereunder (subject to such reservation) with respect to the Aircraft, Engines or Parts, including, without limitation, the right to make all waivers and agreements, to give and receive all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or by Applicable Law, and to do any and all other things which the Debtor is or may be entitled to do thereunder (subject to such reservation), subject to the terms and conditions of the purchase agreements relating to the Aircraft, Engines and Parts;
- f) **Other Rights:** the benefit of any agreement, right, franchise, licence or permit relating to the Aircraft and the operation thereof including, without limitation, a purchase agreement, bill of sale and operating agreement together with the Debtor’s rights to receive, either directly or indirectly, from any party or Person, any payments due under such agreements;
- g) **Other Related Personal Property:** all personal property related to the Aircraft including, without limitation, any and all accounts, intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts or other tangible and intangible property;

- h) **Proceeds, Replacements, etc.:** all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth in paragraphs (a) and (g) above including, without limitation, any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.

2.2 Attachment.

Debtor acknowledges that value has been given and agrees that the Security Interest shall attach to existing Collateral including all proceeds and replacements thereof upon the execution of this Agreement and to all proceeds and replacements thereof at the time that Debtor acquires any rights therein. A security interest in any after acquired property included in the Collateral attaches to that property on the acquisition of that property by the Debtor or when the Debtor has power to transfer rights in the Collateral to the Secured Party.

2.3 Security Effective Notwithstanding Date of Advance.

The Security Interest shall be effective, and the undertakings and covenants in relation to the same shall be continuing, whether the Loan hereby secured or any part thereof shall be advanced before or after or at the same time as the creation of the Security Interest or before or after or upon the date of execution of this Agreement or any other Security.

2.4 Quiet Possession until Event of Default.

Until such time as an Event of Default shall have occurred and is continuing and the Secured Party shall have decided to enforce its remedies hereunder, Debtor shall be permitted in the same manner and to the same extent as if this Agreement had not been executed, but subject to the express terms hereof and of the Loan Agreement, to possess, operate, manage, use and enjoy the Collateral in the manner and to the extent required to conduct its business in the ordinary course but shall not sell, lease, transfer, dispose of or part with possession of or create a Lien on or with respect to the Collateral except as permitted under the Loan Agreement.

SECTION 3 DEFAULT

3.1 Events of Default.

The happening of an Event of Default shall constitute a default hereunder unless waived by the Secured Party.

Furthermore, the Debtor recognizes and accepts that any default or event of default hereunder shall be deemed to be a default under the Article 11 of the Cape Town Convention.

SECTION 4 REMEDIES

4.1 Obtaining the Collateral Upon Event of Default.

Debtor agrees that, if any Event of Default shall have occurred and be continuing, then the security interest granted herein becomes enforceable and in every such case, subject to any mandatory requirements, including applicable notice periods, of Applicable Law, the Secured Party, or a receiver acting in the name of the Secured Party, may, in addition to any rights now or hereafter existing under Applicable Law, and the Cape Town Convention, elect to exercise the following rights, remedies and powers:

- a) declare any or all of the Obligations to be immediately due and payable;
- b) exercise all the rights and remedies upon default, in foreclosure and otherwise, available to mortgagees or secured parties under the provisions of Applicable Law;
- c) to appoint any person to be a receiver of the Collateral and to remove any receiver so appointed and to appoint another; any receiver appointed pursuant to the provisions of this Agreement shall have all of the powers of the Secured Party hereunder, and in addition, shall have the power to carry on the business of the Debtor; institute legal proceedings to foreclose upon and against the Liens and the Security Interest granted by this Agreement, to recover judgment for all Obligations then due and owing and secured hereby, and to collect same out of any of or all of the Collateral or the proceeds of any sale thereof;
- d) personally, or by agents, receivers or attorneys, immediately take possession of the Collateral or any part thereof, from Debtor or any other person (including any lessee) who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any premises where all or any part of the Collateral is located and remove same and use in connection with such removal all services, supplies, aids and other facilities of Debtor or any lessee that the Secured Party, in its opinion, considers necessary, or, take possession of such premises with power to exclude the Debtor, its agents and servants from such premises;
- e) instruct the obligor or obligors on any agreement, instrument or other obligation comprising or relating to the Collateral to make any payment required by the terms of such instrument or agreement directly to the Secured Party or a receiver on behalf of the Secured Party;
- f) commence, continue or defend proceedings in any court of competent jurisdiction in its own name or that of the Secured Party or the Debtor;
- g) sell, assign or otherwise liquidate, or direct Debtor to sell, assign or otherwise liquidate, the Collateral or any part thereof, and take possession of the proceeds of any such sale or liquidation;
- h) take possession of the Collateral or any part thereof, by directing Debtor in writing to deliver same to the Secured Party at any place or places designated by

the Secured Party, in which event Debtor shall, at its own expense, comply therewith, including, in the case of Aircraft:

- (i) forthwith fly or cause to be flown all or any part of the Aircraft to such airport or airports in Canada so designated by Secured Party and there deliver the Aircraft to the Secured Party;
- (ii) store and keep all or any part of the Aircraft so delivered to the Secured Party at such place or places pending further action by the Secured Party as provided in Section 4.2; and
- (iii) while all or any part of the Aircraft shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect same and to preserve and maintain it in the condition required by this Agreement.

4.2 Disposition of Collateral.

The Collateral, or any part thereof repossessed by the Secured Party pursuant to Section 4.1, whether or not physically so repossessed by the Secured Party, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party or a receiver acting on behalf of the Secured Party may, in compliance with any mandatory requirements of Applicable Law, determine to be commercially reasonable. The Collateral or any part thereof may be sold, leased or otherwise disposed of, in the condition in which same existed when taken by the Secured Party or after any overhaul or repair which Secured Party or a receiver, on behalf of the Secured Party, shall determine to be commercially reasonable.

4.3 Waiver of Claims.

Any sale of, or the grant of options to purchase, or any other realization upon, the Collateral or any part thereof, all in accordance with the provisions hereof, shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of Debtor therein and thereto, and shall be a perpetual bar both at law and in equity against Debtor and against any and all persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under Debtor.

4.4 Preservation of Collateral.

The Secured Party or a receiver, on behalf of the Secured Party, may enter into and upon and take possession of all or any part of the Collateral, with full power to borrow money or advance its own money for the maintenance and preservation of the Collateral or any part thereof, the payment of Taxes, wages and other charges ranking in priority to the Obligations and operating expenses incurred (and the money so borrowed or advanced shall be repaid by Debtor on demand and until repaid shall, with interest, form a charge upon the Collateral in priority to the Obligations and shall be secured hereby) and to receive the revenues, incomes, issues, profits and proceeds of the Collateral and to demand, collect (by legal proceedings or otherwise), endorse, sue on, enforce, realize and recover the Collateral, and to pay therefrom all its expenses, charges and advances in preserving the Collateral or otherwise, and all Taxes, assessments and other charges against the Collateral ranking in priority to the Obligations, or payment of which may be

necessary to preserve the Collateral, and to apply the remainder of the moneys so received in accordance with the provisions hereof.

4.5 Remedies under the Cape Town Convention.

The Secured Party shall also have all of the rights and remedies of a creditor and/or chargee under the provisions of the Cape Town Convention and the Debtor recognizes and agrees that the Secured Party has all the rights and remedies, and can exercise all of the rights and remedies, granted to a creditor and/or a chargee under the Cape Town Convention, including Articles 8, 9, 10, 12 and 13 of the Convention, and Articles IX and XIII of the Aircraft Protocol and, further, may exercise any right under the IDERA, including de-registering the Aircraft and the Debtor acknowledges and agrees that, notwithstanding any such de-registration and any subsequent re-registration, it shall continue to be liable for the Obligations secured by the Agreement.

Furthermore, the Secured Party may apply for a court order authorizing the remedies set out in Article 8(2) of the Convention and may, pending final determination of its claim in any court proceeding, obtain speedy relief in the form of an order providing for (i) preservation of the object and its value; (ii) possession, control or custody of the object; (iii) immobilization of the object; (iv) lease or, except where covered by sub-paragraphs (i) to (iii), management of the object and the income therefrom; and (v) sale and application of proceeds therefrom.

It is the intention of the parties that Secured Party shall be entitled to the benefits of Cape Town Alternative A and all other remedies under the Cape Town Convention with respect to the right to take possession of any Aircraft, Airframe, Engine or Major Component and to enforce any of its other rights or remedies as provided herein and that this Agreement creates an "international interest" in respect of each of the foregoing. Debtor shall not take the position or assert that the protections of Cape Town Alternative A should not be available to the Secured Party in respect of any Collateral. In any instance where more than one construction is possible of the terms and conditions hereof or any other pertinent Document, each such party agrees that a construction which would preserve such benefits shall control over any construction which would not preserve such benefits.

4.6 Remedies Not Prejudiced by Delay

No delay or omission of the Secured Party or a receiver acting on behalf of the Secured Party to exercise any remedy shall impair any such remedy or shall be construed to be a waiver of any Event of Default hereunder or acquiescence therein.

4.7 Remedies Cumulative; Fees and Expenses.

Each and every right, power and remedy hereby specifically given to the Secured Party shall be in addition to every other right, power and remedy specifically given under this Agreement or the other Documents or now or hereafter existing at Applicable Law and each and every right, power and remedy whether specifically given herein or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Secured Party. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise any other or others. In the event that the Secured Party shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Secured Party may recover reasonable expenses, including legal fees, and the amounts thereof shall be included in such judgment.

4.8 Debtor to Yield Possession.

The Debtor shall yield up possession of the Collateral to the Secured Party upon demand whenever the Secured Party shall have a right of entry under the provisions hereof and agrees to put no obstacles in the way of but to facilitate by all legal means the actions of the Secured Party hereunder, and not to interfere with the carrying out of the powers hereby granted to it, and Debtor shall forthwith, by and through its officers and directors, execute such documents and transfers as may be necessary to place the Secured Party in legal possession of the Collateral and thereupon all the powers and functions, rights and privileges of each of its directors and officers shall cease with respect to the Collateral, unless specifically continued in writing by the Secured Party or unless the property shall have been restored to Debtor.

4.9 Indulgences.

The Secured Party may grant renewals, extensions of time and other indulgences, take and give up securities, accept settlements, grant full, partial and conditional releases and discharges, perfect or fail to perfect any securities, release any Collateral to third parties and otherwise deal or fail to deal with Debtor, debtors of Debtor, sureties and others and with the Collateral and other securities as the Secured Party may see fit, all without prejudice to any liability of Debtor to Secured Party or Secured Party's rights and remedies under this Agreement or Applicable Law.

4.10 Secured Party's Agents.

The Secured Party may appoint any agent or representative, including a receiver or receiver and manager, to exercise any of its rights hereunder. The Secured Party may from time to time remove or replace a receiver, or make application to any court of competent jurisdiction for the appointment of a receiver. A receiver appointed pursuant to this Agreement shall be the agent of the Debtor and not of the Secured Party and the Secured Party shall not be, in any way, responsible for any misconduct, negligence or nonfeasance on the part of any receiver, its servants, agents or employees. A receiver shall, to the fullest extent permitted by law or to such lesser extent permitted by its appointment have all the powers of the Secured Party hereunder, and in addition shall have power to enter upon, use and occupy all premises owned or occupied by the Debtor wherein Collateral may be situated, maintain Collateral upon such premises, and from time to time to borrow money either unsecured or secured by a Security Interest in any of the Collateral.

SECTION 5 PRIORITY OF PROCEEDS ON REALIZATION

5.1 Application of Proceeds.

The proceeds of the Collateral or any part thereof obtained shall be applied in the following order:

- a) **first**, to the payment of all reasonable costs and expenses incurred by the Secured Party in the exercise of all or any of the powers granted to it under this Agreement, including, without limitation, any and all reasonable expenses and fees incurred by the Secured Party in obtaining, taking possession of, removing, insuring, repairing, storing and disposing of the Collateral, including brokers' fees and remarketing fees;
- b) **second**, to the payment of the aggregate outstanding principal and interest of the Loan;

- c) **third**, to the payment of all other amounts due and payable by Debtor to the Secured Party including all of its other Obligations;
- d) **fourth**, upon payment in full of all other Obligations due or to become due, the balance, if any, to Debtor or to such other Person(s) as may lawfully be entitled to the remainder, or as any court of competent jurisdiction may direct.

5.2 Deficiency.

It is understood that the Debtor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral or any part thereof and the aggregate amount of the Obligations required to be paid to the Secured Party.

SECTION 6 SECURED PARTY AS ATTORNEY

6.1 Secured Party as Attorney.

The Debtor hereby irrevocably appoints the Secured Party as the true and lawful attorney of Debtor (with full power of substitution) in the name, place and stead of, and at the expense of Debtor, in connection with the enforcement of the rights and remedies provided for herein in the event of repossession of the Collateral (a) to give any necessary receipts for amounts collected or received thereunder; (b) to make all necessary transfers of all or any part of the Collateral in connection with any sale, lease or other disposition made pursuant hereto; and (c) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale, lease or other disposition. Debtor hereby ratifies and confirms all that its said attorney (or any substitute) shall lawfully do hereunder. Nevertheless, if so requested by the Secured Party or a purchaser or lessor, Debtor shall ratify and confirm any such sale, lease or other disposition by executing and delivering to the Secured Party or such purchaser or lessor all proper bills of sale, assignments, releases, leases, receipts and other instruments as may be designated in any such request. All acts of said attorney are hereby ratified and approved. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

SECTION 7 SECURED PARTY'S RIGHT TO PERFORM FOR DEBTOR

7.1 Secured Party's Right to Perform for Debtor.

If Debtor shall fail to make any payment required to be made by it, or shall fail to perform or comply with any of its agreements, the Secured Party may (but shall not be obligated to), itself make such payment or perform or comply with such agreement (including, without limitation, the agreement of Debtor to maintain insurance), and the amount of such payment and the amount of the costs and expenses of the Secured Party incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Overdue Rate, shall be payable by Debtor to the Secured Party on demand and shall constitute Obligations secured by the Security Interest, but no such performance or payment shall be deemed to relieve Debtor from an Event of Default hereunder.

SECTION 8 FURTHER ASSURANCES

8.1 Further Assurances.

Debtor shall, at its own cost and expense (except as otherwise stated below):

- a) **Aviation Authority Filings, Recordings, etc.:** cause this Agreement, and any and all additional instruments which shall be executed pursuant to the terms hereof, to be executed, registered, filed and recorded, and to be re-executed, re-registered, re-filed and re-recorded, at all times, in such places in Canada, and in such places outside Canada to which the Aircraft shall be operated as, in the reasonable opinion of Secured Party, shall be required in order to perfect and preserve the rights of the Secured Party hereunder and furnish to the Secured Party an opinion or other evidence satisfactory to the Secured Party of each such registration, filing or recordation and as to any Liens of record against the Aircraft, including, without limitation, relevant registrations at the International Registry as per the Cape Town Convention requirements for Aircraft, Airframes and Engines forming part of the Collateral, naming Debtor as "debtor" and Secured Party as "creditor". Furthermore, the Debtor shall take any and all actions necessary to establish a valid and subsisting account with the International Registry as a Transacting User Entity, and appoint an Administrator and/or consent to the appointment of a Professional User Entity acceptable to the Secured Party;
- b) **Filings, Records, etc.:** execute and register, file or record with all applicable public and governmental offices and registries such financing statements and other filings in each jurisdiction as may be necessary or, in the opinion of the Secured Party and its legal counsel, desirable or required to perfect and protect the Security Interest in the Collateral in favour of the Secured Party, and Debtor shall conduct, or cause to be conducted, a search of such public and governmental offices and registries for financing statements and other filings previously on file to ensure priority of the Security Interest of the Secured Party in the Collateral. At any time after the execution of this Agreement, Debtor shall execute such financing or continuation statements, or amendments thereto, as may be required with respect to any financing statements as have been filed and as may be required or, in the opinion of the Secured Party or its legal counsel, desirable to maintain perfection of the Security Interest in the Collateral in favour of the Secured Party hereunder and furnished from time to time by the Secured Party, and shall return such statements or amendments in a timely manner, to the Secured Party for filing by the Secured Party, the costs of such filing to be reimbursed by Debtor to the Secured Party. Debtor hereby authorizes the Secured Party, with notice to Debtor, to file any such statements or other filings without the signature of Debtor to the extent permitted by Applicable Law;
- c) **Maintain Security:** without limitation of the foregoing, at the request of the Secured Party, promptly correct any defect, error or omission which may at any time hereafter be **discovered** in the contents of this Agreement or in the execution, acknowledgment, or delivery hereof, and shall promptly execute, acknowledge and deliver to the Secured Party such further documents and assurances and take such further action as the Secured Party may from time to

time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish, protect and perfect the rights and remedies created or intended to be created in favour of the Secured Party hereunder.

8.2 Covenants.

In addition to the covenants set out in the Documents, the Debtor agrees that it will not consent to the registration, nor will it knowingly allow the registration of, any interest in the Aircraft at the International Registry, including without limitation, a Sale, prospective sale, International Interest, prospective international interest, assignment, amendment or subordination thereof, without the prior written consent of Secured Party, which shall not be unreasonably be withheld. Furthermore, the Debtor shall execute and deliver to the Secured Party the IDERA, in the form attached to the Cape Town Convention, which may be filed with Transport Canada, or any successor agency, at the sole option of the Secured Party.

8.3 Representations.

In addition to the representations made by the Debtor in the Documents, the Debtor hereby represents and warrants that it is organized, existing and in good standing under the laws of Alberta, that it is situated in a contracting state for purposes of the Cape Town Convention, and that it has the power to dispose of the Aircraft for purposes of the Cape Town Convention.

SECTION 9 MISCELLANEOUS

- 9.1 Severability.** Any provision of this Agreement which shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, including the grant of the Security Interest, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, Debtor hereby waives any provision of such law that renders any provision hereof prohibited or unenforceable in any respect.
- 9.2 Waivers.** No amendments or waiver of any provision of this Agreement, nor consent to any departure by Debtor therefrom, shall in any event be effective unless made in writing and signed by both parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 9.3 Assignment.** This Agreement may be assigned in accordance with the provisions of the Loan Agreement.
- 9.4 Governing Law and Jurisdiction.** This Agreement has been made in the Province of Alberta and notwithstanding the jurisdiction of incorporation of Debtor the place of performance of this Agreement or any other facts or matters whatsoever but subject to any contrary provision of the PPSA, this Agreement and all documents and instruments entered into in connection herewith shall, unless otherwise expressly provided herein be governed by, construed, interpreted and performed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties irrevocably attorn and submit to the non-exclusive jurisdiction of the Alberta courts, without prejudice to the right of any party to commence proceedings in any other jurisdiction.
- 9.5 Acknowledgement.** The Debtor acknowledges its receipt of a copy of this Agreement, and waives its rights to receive a copy of any financing statement, financing change statement or verification statement that may be filed or issued in connection with the Security Interest.
- 9.6 Notices.** All notices and other communications provided for hereunder shall be made in accordance with the terms of the Loan Agreement.
- 9.7 Waiver of the Benefit of Future Statute.** To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of a Secured Party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.
- 9.8 Expenses.** Debtor shall pay all out-of-pocket costs and expenses of the Secured Party in connection with any amendment or assignment of this Agreement, or any waiver or consent relating hereto.
- 9.9 Indemnification.** Debtor hereby assumes liability for, and agree to indemnify, protect, save and keep harmless each of the Secured Party and its successors, permitted assigns, representatives, agents and servants (collectively, the "indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses, of whatsoever kind and nature imposed on, incurred by or asserted

against the indemnitees (whether or not also indemnified against by any other person) as a direct or indirect consequence of any action or inaction by Debtor or that otherwise relates to and arises out of the security or the manufacture, purchase, acceptance or rejection of the Collateral or any part thereof; or the ownership, delivery, non-delivery, lease, sublease, possession, registration, use, operation, maintenance, modification, testing, performance, condition, sale, return or other disposition of the Collateral or any part thereof including, without limitation, latent or other defects whether or not discoverable, strict tort liability or negligence of the indemnitees and any claim for patent, trademark or copyright infringement; provided however, that Debtor shall not be required to indemnify any person for the wilful misconduct or gross negligence of such person and nothing contained herein shall operate to prejudice Debtor's or its insurer's rights of recourse against any aircraft manufacturer, repairer, supplier or servicing agent. The indemnities contained in this section shall continue in full force and effect notwithstanding the termination of the security with respect to claims arising or liabilities incurred prior to such termination.

9.10 Time of Essence. Time is of the essence of this Agreement.

9.11 Loan Agreement. This Agreement is being issued by the Debtor to the Secured Party pursuant to the terms of the Loan Agreement. All terms and conditions of the Loan Agreement shall remain in full force and effect. If any conflict arises between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall have precedence and shall govern and prevail.

SECTION 10 EXECUTION

10.1 Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement.

10.2 Facsimile.

This Agreement may be delivered by transmission of a facsimile and when so delivered shall constitute a binding agreement.

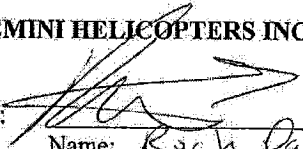
10.3 Delivery.

The parties hereto have caused this Agreement to be duly executed and delivered by the hand of their respective officers duly authorized in that regard as of the date first written above.

[Signature pages follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement signed by its duly authorized officer(s) as of the date and year first above written.

GEMINI HELICOPTERS INC.

Per: 

Name:

Rock Dattaine

Title:

President

ELEMENT FINANCIAL CORPORATION

Per: _____

Name:

Title:

[Signature page to Aircraft Security Agreement]

IN WITNESS WHEREOF the parties hereto have executed this Agreement signed by its duly authorized officer(s) as of the date and year first above written.

GEMINI HELICOPTERS INC.

Per: _____
Name: _____
Title: _____

ELEMENT FINANCIAL CORPORATION

Per: _____
Name: Michel Béland
Title: Chief Financial Officer

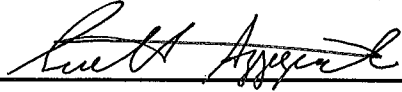
SCHEDULE "A"

DESCRIPTION OF AIRCRAFT

1. One (1) 1998 Eurocopter model AS350BA-FX2 aircraft bearing manufacturer's serial number 3100 (described on the International Registry by free text entry as Eurocopter model AS350-BA manufacturer's serial number 3100) and Canadian registration marks C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C (described on the International Registry by free text entry as Honeywell model LTS 101 manufacturer's serial number LE43005;
2. One (1) 2000 Eurocopter model EC120B aircraft bearing manufacturer's serial number 1057 (described on the International Registry by free text entry as Eurocopter model EC120B manufacturer's serial number 1057) and Canadian registration marks C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069 (described on the International Registry by free text entry as Turbomeca model Arrius 2F manufacturer's serial number 1057 (described on the International Registry by free text entry;

and all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power unit, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power unit, as the case may be, and any property substituted for any of the foregoing.

THIS IS EXHIBIT "8" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a solid horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

THIS LEASE SUBORDINATION AGREEMENT dated as of March 28, 2014.

B E T W E E N:

GEMINI HELICOPTERS INC., a corporation incorporated under the laws of Alberta

(the "Debtor")

- and -

OPSMOBIL INC., a corporation incorporated under the laws of Alberta

(the "Lessee")

- and -

ELEMENT FINANCIAL CORPORATION, a corporation incorporated under the laws of Ontario

("EFC")

WHEREAS EFC and Debtor have entered into the financing documents described in Schedule A (as amended, replaced and restated from time to time, the "Financing Documents") concerning the aircraft described in Schedule B (the "Aircraft").

WHEREAS Debtor has leased the Aircraft to the Lessee pursuant to lease agreements each dated as of February 19, 2014 (as amended, replaced, supplemented, renewed and restated from time to time, collectively, the "Lease").

WHEREAS the Lessee has agreed to subordinate its interests in the Aircraft pursuant to the Lease to the interests of EFC in the Aircraft under the Financing Documents.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Debtor and EFC hereby notify and confirm to Lessee that the Debtor has granted to EFC a security interest in the Aircraft and the related personal and movable property described under the Financing Documents including all of Debtor's right, title and interest in and to the Lease and amounts payable by the Lessee to Debtor under the Lease.
2. The Lessee hereby subordinates all of its rights, title and interest in and into the Aircraft (including all rights to control, use, operate, possess or exercise any option to purchase the Aircraft) pursuant to the Lease or otherwise arising to the right, security interests, title and interest of EFC pursuant to the Financing Documents.
3. The Lessee waives any right that it might have, either in contract or under applicable law, to receive any notice of EFC's intention to inspect, take possession of or exercise any other right or remedy in respect of the Aircraft or under the Financing Documents. The Lessee covenants it will not challenge the effectiveness of the Financing Documents to confer on EFC all of the

Debtor's rights, title and interest in and to the Aircraft, the Lease and the other related movable and personal property.

4. The Lessee waives, as against EFC, any and all rights to any set-off, defense, lien right, claim, counterclaim or cross claim which it may hold from time to time against Debtor and agrees that Debtor may assign or grant a lien over its rights under the Lease.
5. The Debtor and the Lessee agree to provide or cause to be provided to EFC all such releases, waivers, consents, subordination agreements and priority agreements in respect of security interests, encumbrances or liens as may be required by EFC, for the purposes of the subordination granted under Section 2, and in form reasonably satisfactory to, EFC.
6. The Debtor and the Lessee will, at their own cost and expense, cause this Lease Subordination Agreement, the Lease, an irrevocable deregistration power of attorney and any and all additional instruments, which shall be executed pursuant to the terms hereof or at the reasonable request of EFC or which shall be required in order to perfect and preserve the rights of EFC hereunder and under the Financing Documents, to be executed, registered, filed and recorded in all public and governmental offices and registries, and to be re-executed, re-registered, re-filed and re-recorded, at all times, in such places in Canada, and in any other applicable jurisdiction, as required in the reasonable opinion of EFC and its legal counsel, provided that the Debtor and the Lessee shall have the authority to do so, and furnish to EFC evidence satisfactory to EFC of each such registration, filing or recordation and as to any liens of record against the Aircraft.
7. Without limiting the generality of Section 6 above, the Debtor and the Lessee will, at their own cost and expense, provided that they shall have the authority to do so, cause this Lease Subordination Agreement, the Lease, an irrevocable deregistration and exportation request authorization ("IDERA"), as set forth in the Convention on International Interest in Mobile Equipment and the Protocol to the Convention on Matters Specific to Aircraft Equipment (the "**Cape Town Convention**"), and a power of attorney re: deregistration and any and all additional instruments, which shall be executed pursuant to the terms hereof or at the reasonable request of EFC or which shall be required in order to perfect and preserve the rights of EFC hereunder and under the Financing Documents, to be executed, registered, filed and recorded in all applicable public and governmental offices and registries, and to be re-executed, re-registered, re-filed and re-recorded, at all times, in such places in Canada, and in any other applicable jurisdiction, as required in the reasonable opinion of EFC and its legal counsel, and furnish to EFC evidence satisfactory to EFC of each such registration, filing or recordation and as to any liens of record against the Aircraft, including, without limitation, relevant registrations at the Cape Town Convention.
8. Upon the occurrence of an Event of Default (as defined in the Financing Documents), EFC may at its option, but subject to Section 17 below, exercise any remedies permitted by applicable law including all remedies under the Cape Town Convention, including exercise of one or more of the following remedies: (i) direct the Lessee, immediately and without notice to or consent by or from Debtor, to move the Aircraft to its home base, or to such other location as required by EFC in its sole determination, and relinquish possession of the Aircraft to EFC, (ii) notify Lessee to make all payments of rentals and any other payments under the Lease directly to EFC, in which case the Debtor agrees not to collect any such payments thereafter; (iii) enforce, modify or terminate the Lease; (iv) at any time or from time to time sell or assign the Lease and the Aircraft, in whole or in part, on terms and

conditions determined in its sole discretion; and (v) exercise any other right or remedy available to it pursuant to the Financing Documents, any applicable agreement or applicable law. All rights granted hereunder are cumulative and not alternative, are in addition to and will in no manner impair or affect EFC's rights (including the right to repossess the Aircraft) under the Financing Documents, or any other agreement, statute or rule of law.

9. The Lessee warrants that it currently has, and will maintain throughout the term of the Lease, at its own expense, all required permits, licenses, consents, approvals of competent regulatory authorities required by the Lessee to use, maintain and operate the Aircraft as contemplated under the Lease (the "Authorities") and will otherwise possess, use, keep, maintain and operate the Aircraft in all material respects with the terms of such Authorities, the Lease, the Financing Documents and applicable law.
10. The Lessee covenants that it will comply with the applicable provision of the Loan Agreement including, without limitation, the provisions of Sections 10.1.2, 10.1.13, 10.1.14, 10.1.15, 10.1.16, 10.1.17, 10.1.18, 10.1.19, 10.1.20, 10.1.21 and 10.1.22 and Sections 10.3 and 10.4, as though the same were set out herein and in the Lease in full with all necessary changes.
11. EFC shall have the benefit of the indemnity provision in favour of the Debtor under the Lease and the Lessee agrees that Lessee is bound by the terms of such provision, as though the same were set out herein in full with all necessary changes.
12. Nothing contained in this Agreement in any way amends, alters, affects or waives any of the terms, conditions or provisions of the Financing Documents or the rights and obligations of the parties thereunder, all of which will continue unchanged and in full force and effect. EFC will have no duty to the Debtor to enforce the Lessee's performance under the Lease.
13. The Lessee acknowledges that EFC will have none of the Debtor's obligations or duties with respect to the Aircraft contained in the Lease (if any) or otherwise howsoever arising, including costs and obligations with respect to maintenance, repairs, spare parts, service, insurance or temporary or permanent replacement of the Aircraft and payment of any taxes, levies, fees, duties and charges imposed by any taxing authority on EFC, the Debtor, the Lessee or the Aircraft with respect to the purchase, sale, ownership, delivery, possession, operation, maintenance, use or lease of the Aircraft, and that, accordingly, EFC will have no such obligations or duties to Lessee if it enforces its rights under the Lease against the Debtor.
14. Notwithstanding any provision of the Lease to the contrary, in the event of a total or constructive total loss, disappearance or theft of the Aircraft, EFC will have the right to require proceeds of insurance with respect to the Aircraft to be paid to EFC for application against the amounts owing under the Financing Documents, as and to the extent provided in the Financing Documents.
15. The Lease may not be assigned, amended, supplemented or otherwise changed without the prior written consent of EFC (including any extension of term of the Lease), which consent shall not be unreasonably withheld.
16. Upon the occurrence of an Event of Default pursuant to the terms of the Financing Documents but subject to Section 17 below, the Lessee shall not claim any right, title and

interest in the Aircraft and shall deliver the Aircraft over to EFC upon demand by EFC, without right of set-off, claim, lien, deduction or counterclaim whatsoever.

17. EFC hereby agrees that it will not, nor will it permit any person lawfully claiming through it, to interfere with the quiet enjoyment, possession, use, custody and control of the Aircraft by the Lessee through the term of the Lease, so long as no default or event of default under the Lease has occurred and is continuing and provided that if entitled to do so under the Financing Documents, EFC shall be entitled to:
 - (a) direct the Lessee to make all payments and other amounts, including but not limited to rent, in respect of the Lease and the Lease directly to EFC or such person directed by EFC and not to the Lessor (as such term is defined in the Lease) or the Debtor; and
 - (b) exercise all of its rights pursuant to the Financing Documents, including the right (subject to any requirements or restrictions imposed by applicable law) to dispose of the Aircraft to such person and on such terms as EFC considers appropriate; provided that if EFC exercises such right during the term of the Lease and provided it is obligated to provide quiet enjoyment to the Lessee pursuant to this provision, it will (subject to any requirements or restrictions imposed by law) dispose of the Aircraft expressly subject to the Lease.
18. Any provision of this Agreement which shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, including the grant of the Security Interest, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Debtor hereby waives any provision of such law that renders any provision hereof prohibited or unenforceable in any respect.
19. No amendments or waiver of any provision of this Agreement, nor consent to any departure by the Debtor or the Lessee therefrom, shall in any event be effective unless made in writing and signed by all parties to this Agreement and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
20. This Agreement may not be assigned by the Debtor or the Lessee under any circumstances without the express written consent of EFC, which may be withheld at the sole discretion of EFC without reason given, but may be assigned by EFC at the sole discretion of EFC, upon the assignment of the Financing Documents or the applicable interest therein in which event the Debtor and the Lessee shall attorn in all respects to such assignment and the assignee or assignees thereof. All the terms, provisions, conditions and covenants herein contained shall be binding upon and shall enure to the benefit of the Debtor, the Lessee and EFC and their respective successors and permitted assigns.
21. This Agreement has been made in the Province of Alberta and notwithstanding the jurisdiction of incorporation of the Debtor or the Lessee, the place of performance of this Agreement or any other facts or matters whatsoever but subject to any contrary provision of the Personal Property Security Act of Alberta, this Agreement and all documents and instruments entered into in connection herewith shall, unless otherwise expressly provided herein be governed by, construed, interpreted and performed in accordance with the laws of

Alberta and the federal laws of Canada applicable therein, and the parties irrevocably attorn and submit to the non-exclusive jurisdiction of the Alberta courts, without prejudice to the right of any party to commence proceedings in any other jurisdiction.

22. The Debtor and the Lessee acknowledges its receipt of a copy of this Agreement, and waives its rights to receive a copy of any financing statement, financing change statement or verification statement that may be filed or issued in connection with the security interest created in this Agreement or in the Financing Documents.
23. The Lessee and the Debtor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, deeds, transfers, consents, approvals and assurances as EFC shall reasonably require for the purpose of giving effect the subordination contemplated herein.
24. To the fullest extent permitted by law, the Debtor and the Lessee waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of a EFC or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.
25. This Agreement is being issued by the Debtor to EFC pursuant to the terms of the Financing Documents between the Debtor and the EFC. All terms and conditions of the Financing Documents shall remain in full force and effect. If any conflict arises between the terms of this Agreement and the terms of the Financing Documents, the terms of the Financing Documents shall have precedence and shall govern and prevail. All capitalized terms used herein shall have the meaning as ascribed thereto in the Financing Documents.
26. Notwithstanding any terms and conditions in the Lease, the Debtor and the Lessee shall not sublease the Aircraft without the prior written consent of EFC, at its entire discretion, and provided that the sublessee execute in favour of EFC a sublease subordination agreement substantially in a form and content to this Agreement.
27. Debtor and Lessee shall, at their own cost, take such further actions, including the execution and delivery of such agreements and other instruments as may, in EFC's opinion, be necessary or advisable to create, perfect, maintain perfected or further protect the security interest, international interest and hypothec of EFC in and to the Aircraft and its engines. Without limiting the foregoing, Debtor and Lessee agree to do any and all things necessary in Canada to perfect recognition of the security interest, international interest and hypothec of EFC in and to the Aircraft and its engines and provide all documents to protect EFC's interest in the Aircraft and its engines pursuant to the terms of the Cape Town Convention, provided that they have the authority to do so.
28. Any notice, demand, request, consent, approval or other communication ("Notice") that is required or permitted by this Agreement to be given or made by a party must be in writing and personally delivered; sent by prepaid registered mail; or sent by facsimile or functionally equivalent electronic means of communication, charges (if any) prepaid confirmed by prepaid registered mail. Any Notice must be sent to the intended recipient at its address as follows:

to the Debtor at:

GEMINI HELICOPTERS INC.
 280 - 700 6TH Avenue SW
 Calgary, Alberta
 T2P 0T8

Attention: Ryan Tobber, Vice President and Chief Operating Officer
 Reid MacDonald, Vice President of Corporate Business Development
 Facsimile No.: 780-402-2448

To the Lessee:

OPSMOBIL INC.
 10913 123 ST
 Grande Prairie, Alberta
 T8V 7Z5

Attention: President / CEO
 Facsimile No.: 780-402-2448

to EFC at:

ELEMENT FINANCIAL CORPORATION
 161 Bay Street, Suite 4600, P.O. Box 621
 Toronto, ON M5J 2S1

Attention: Michel Béland with a copy to general counsel
 Facsimile No.: (888) 772-8129

or at such other address as a party may from time to time advise the other by Notice given in accordance with this Section. Any Notice delivered to the party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 2 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the 5th Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery or by facsimile or functionally equivalent electronic transmission.

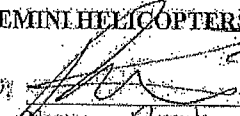
29. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. This Agreement shall be deemed to be validly executed and delivered when a copy thereof has been executed by a party and transmitted by facsimile or electronic mail to the other parties. A party delivering this

Agreement by facsimile or electronic mail as aforesaid covenants to promptly deliver to the other parties an originally executed copy thereof by ordinary mail or by courier.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Lease Subordination Agreement as of the date first above written.

GEMINI HELICOPTERS INC.

By: 

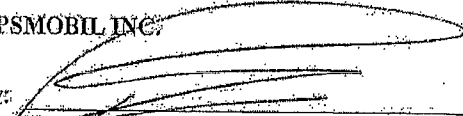
Name:

Rich O'Keefe

Title:

President

OPSMOBIL INC.

By: 

Name:

Ryan

Title:

ELEMENT FINANCIAL CORPORATION

By: _____

Name:

Title:

[Signature page to Lease Subordination Agreement]

IN WITNESS WHEREOF the parties hereto have executed this Lease Subordination Agreement as of the date first above written.

GEMINI HELICOPTERS INC.

By: _____
Name: _____
Title: _____

OPSMOBIL INC.

By: _____
Name: _____
Title: _____

ELEMENT FINANCIAL CORPORATION

By: _____
Name: *Michel Beland*
Title: *Chief Financial Officer*

[Signature page to Lease Subordination Agreement]

SCHEDULE A

1. Aircraft Loan Agreement dated as of March 28, 2014 between the Debtor and EFC (the "Loan Agreement");
2. Aircraft Security Agreement dated as of March 28, 2014 by the Debtor in favour of EFC.

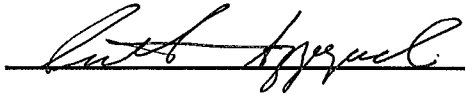
SCHEDULE B**Eurocopter AS350BA-FX2 Aircraft**

Manufacturer's Serial Number:	3100
Canadian Registration Mark:	C-FXHP
Engine Make and Model:	Lycoming (Honeywell) LTS101-700D2
Engine Serial Number:	LE-43005C

Eurocopter EC120B Aircraft

Manufacturer's Serial Number:	1057
Canadian Registration Mark:	C-GEMU
Engine Make and Model:	Turbomeca Arrius 2F
Engine Serial Number:	34069

THIS IS EXHIBIT "9" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018



SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 12 Oct 2017 at 19:16:50 GMT

Certificate Number: 1033673

Requested by: Corrin Roadhouse of Bennett Jones LLP

Beneficiary of Priority Search Certificate: Bennett Jones LLP

Search Criteria

Manufacturer: EUROCOPTER

Model designation: AS350BA

Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
01 Apr 2014	Type:	International Interest
23:08:01 GMT	File number:	1080963
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:29 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
02 Apr 2014	Type:	Sale
15:40:01 GMT	File number:	1081014
	Fractional or Partial Interest:	100.000000 %
	Seller:	
	K.L. Capital Corp.	ktrumpour@millerthomson.com
	Buyer:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
02 Apr 2014	Type:	International Interest
15:44:01 GMT	File number:	1081017
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	OpsMobil Inc	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	02 Apr 2014 15:51:18 GMT
	Transferee:	Element Financial Corporation*
	Transferor:	Gemini Helicopters Inc.*
	Date/Time:	15 Jun 2016 21:03:33 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
02 Apr 2014	Type:	Assignment of an International Interest
15:49:02 GMT	File number:	1081021
	Assignment of File Number:	1081017
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	15 Jun 2016 21:03:37 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:45:03 GMT	File number:	1105013
	Assignment of File Number:	1080963
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:48:02 GMT	File number:	1105023
	Assignment of File Number:	1081021
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
17:05:08 GMT	File number:	1105052
	Assignment of File Number:	1105013
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	Right to Discharge Holder:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014 17:08:02 GMT	Type: Assignment of an International Interest File number: 1105058 Assignment of File Number: 1105023 Fractional or Partial Interest: 100.000000 % Assignor: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Assignee: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com Right to Discharge Holder: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com
	<u>Discharge</u>
23 Sep 2015 17:10:31 GMT	Type: Assignment of an International Interest File number: 1219711 Discharge of File: 1105013 Fractional or Partial Interest: 100.000000 % Remaining Interest: 0.000000% Date of Discharge: 23 Sep 2015 Assignor: Element Financial Corporation* erin.vanlaanen@mcafeetaft.com Assignee: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:33 GMT	File number:	1219712
	Discharge of File:	1105023
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:35 GMT	File number:	1219713
	Discharge of File:	1105052
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015 17:10:36 GMT	Type:	Assignment of an International Interest
	File number:	1219714
	Discharge of File:	1105058
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Registration</u>	
15 Jun 2016 21:02:32 GMT	Type:	Assignment of an International Interest
	File number:	1296030
	Assignment of File Number:	1080963
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: AS350BA
Manufacturer's serial number: 3100

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:35 GMT	File number:	1296031
	Assignment of File Number:	1081021
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

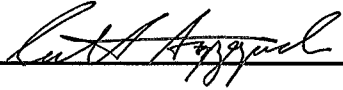
End of List

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference:	0503394706
Old Name:	Element Financial Corporation
New Name:	Element Fleet Management Corp.
Date Changed on International Registry:	05-Jul-2017
Entity Reference:	2000003764
Old Name:	Gemini Helicopters Inc.
New Name:	OpsMobil Group Inc.
Date Changed on International Registry:	10-Jun-2016
Entity Reference:	2000022057
Old Name:	Element Aviation Inc.
New Name:	ECN Aviation Inc.
Date Changed on International Registry:	23-Dec-2016

THIS IS EXHIBIT "10" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario



Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 12 Oct 2017 at 19:04:32 GMT

Certificate Number: 1033669

Requested by: Corrin Roadhouse of Bennett Jones LLP

Beneficiary of Priority Search Certificate: Bennett Jones LLP

Search Criteria

Manufacturer: EUROCOPTER

Model designation: EC120B

Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
01 Apr 2014	Type:	International Interest
23:08:04 GMT	File number:	1080965
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:02:53 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
04 Apr 2014	Type:	Sale
17:50:01 GMT	File number:	1082092
	Fractional or Partial Interest:	100.000000 %
	Seller:	
	810807 Alberta Ltd.*	erin.vanlaanen@mcafeetaft.com
	Buyer:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
04 Apr 2014	Type:	International Interest
17:55:01 GMT	File number:	1082096
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	OpsMobil Inc	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	04 Apr 2014 18:01:54 GMT
	Transferee:	Element Financial Corporation*
	Transferor:	Gemini Helicopters Inc.*
	Date/Time:	15 Jun 2016 21:02:57 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
04 Apr 2014 17:59:01 GMT	Type:	Assignment of an International Interest
	File number:	1082099
	Assignment of File Number:	1082096
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	15 Jun 2016 21:03:02 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*
	<u>Registration</u>	
27 Jun 2014 16:45:07 GMT	Type:	Assignment of an International Interest
	File number:	1105015
	Assignment of File Number:	1080965
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014 16:48:06 GMT	Type: Assignment of an International Interest File number: 1105025 Assignment of File Number: 1082099 Fractional or Partial Interest: 100.000000 % Assignor: Element Financial Corporation* erin.vanlaanen@mcafeetaft.com Assignee: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Right to Discharge Holder: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>
27 Jun 2014 17:05:11 GMT	Type: Assignment of an International Interest File number: 1105054 Assignment of File Number: 1105015 Fractional or Partial Interest: 100.000000 % Assignor: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Assignee: Computershare Trust Company of rjenson@dfphj.com Canada, as Trustee Right to Discharge Holder: Computershare Trust Company of rjenson@dfphj.com Canada, as Trustee

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014 17:08:06 GMT	Type: Assignment of an International Interest File number: 1105060 Assignment of File Number: 1105025 Fractional or Partial Interest: 100.000000 % Assignor: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Assignee: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com Right to Discharge Holder: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com
	<u>Discharge</u>
23 Sep 2015 17:10:16 GMT	Type: Assignment of an International Interest File number: 1219699 Discharge of File: 1105015 Fractional or Partial Interest: 100.000000 % Remaining Interest: 0.000000% Date of Discharge: 23 Sep 2015 Assignor: Element Financial Corporation* erin.vanlaanen@mcafeetaft.com Assignee: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:17 GMT	File number:	1219700
	Discharge of File:	1105025
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:18 GMT	File number:	1219701
	Discharge of File:	1105054
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer:	EUROCOPTER
Model designation:	EC120B
Manufacturer's serial number:	1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015 17:10:19 GMT	Type:	Assignment of an International Interest
	File number:	1219702
	Discharge of File:	1105060
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Registration</u>	
15 Jun 2016 21:02:01 GMT	Type:	Assignment of an International Interest
	File number:	1296024
	Assignment of File Number:	1080965
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: EUROCOPTER
Model designation: EC120B
Manufacturer's serial number: 1057

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:06 GMT	File number:	1296025
	Assignment of File Number:	1082099
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	erin.vanlaanen@mcafeetaft.com

End of List

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference: 0503394706
Old Name: Element Financial Corporation
New Name: Element Fleet Management Corp.
Date Changed on International Registry: 05-Jul-2017

Entity Reference: 2000003764
Old Name: Gemini Helicopters Inc.
New Name: OpsMobil Group Inc.
Date Changed on International Registry: 10-Jun-2016

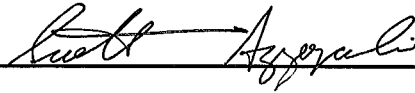
Entity Reference: 2000022057
Old Name: Element Aviation Inc.
New Name: ECN Aviation Inc.
Date Changed on International Registry: 23-Dec-2016

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference:	2000005754
Old Name:	810807 Alberta Ltd.
New Name:	OpsMobil Group Inc.
Date Changed on International Registry:	10-Jun-2016

THIS IS EXHIBIT "11" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 30 Apr 2018 at 21:32:59 GMT

Certificate Number: 1099580

Requested by: Corrin Roadhouse of Bennett Jones LLP

Beneficiary of Priority Search Certificate: Bennett Jones LLP

Search Criteria

Manufacturer: HONEYWELL

Model designation: LTS101 Series

Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
01 Apr 2014	Type:	International Interest
23:08:02 GMT	File number:	1080964
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:41 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
02 Apr 2014	Type:	International Interest
15:33:02 GMT	File number:	1081013
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	15 Jun 2016 21:03:45 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*
	<u>Registration</u>	
02 Apr 2014	Type:	Sale
15:40:03 GMT	File number:	1081015
	Fractional or Partial Interest:	100.000000 %
	Seller:	
	K.L. Capital Corp.	ktrumpour@millerthomson.com
	Buyer:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
02 Apr 2014	Type: Sale
15:41:01 GMT	File number: 1081016
	Fractional or Partial Interest: 100.000000 %
	Seller:
	K.L. Capital Corp. ktrumpour@millerthomson.com
	Buyer:
	Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:
	OpsMobil Group Inc. erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>
	Date/Time: 10 Jun 2016 14:37:19 GMT
	Transferee: OpsMobil Group Inc.
	Transferor: Gemini Helicopters Inc.*
	<u>Registration</u>
02 Apr 2014	Type: International Interest
15:44:02 GMT	File number: 1081018
	Fractional or Partial Interest: 100.000000 %
	Debtor:
	OpsMobil Inc erin.vanlaanen@mcafeetaft.com
	Creditor:
	Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:
	ECN Aviation Inc.* irdfphj222@dfph.com
	<u>Transfer of Right to Discharge</u>
	Date/Time: 02 Apr 2014 15:51:18 GMT
	Transferee: Element Financial Corporation*
	Transferor: Gemini Helicopters Inc.*
	Date/Time: 15 Jun 2016 21:03:49 GMT
	Transferee: Element Aviation Inc.*
	Transferor: Element Financial Corporation*

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
02 Apr 2014	Type:	International Interest
15:45:01 GMT	File number:	1081019
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	OpsMobil Inc	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	02 Apr 2014 15:51:18 GMT
	Transferee:	Element Financial Corporation*
	Transferor:	Gemini Helicopters Inc.*
	Date/Time:	15 Jun 2016 21:03:53 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*
	<u>Registration</u>	
02 Apr 2014	Type:	Assignment of an International Interest
15:49:03 GMT	File number:	1081022
	Interest Being Assigned:	1081018
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time Details of Interest

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:57 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Registration

02 Apr 2014 Type: Assignment of an International Interest
15:50:06 GMT File number: 1081025
Interest Being Assigned: 1081019
Fractional or Partial Interest: 100.000000 %
Assignor:
Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
Assignee:
Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
ECN Aviation Inc.* irdfphj222@dfph.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:04:00 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Registration

27 Jun 2014 Type: Assignment of an International Interest
16:45:05 GMT File number: 1105014
Interest Being Assigned: 1080964
Fractional or Partial Interest: 100.000000 %
Assignor:
Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
Assignee:
Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:48:04 GMT	File number:	1105024
	Interest Being Assigned:	1081013
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:54:02 GMT	File number:	1105030
	Interest Being Assigned:	1081022
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:55:08 GMT	File number:	1105035
	Interest Being Assigned:	1081025
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
17:05:10 GMT	File number:	1105053
	Interest Being Assigned:	1105014
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	Right to Discharge Holder:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
17:08:04 GMT	File number: 1105059
	Interest Being Assigned: 1105024
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Assignee:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	Right to Discharge Holder:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
17:09:15 GMT	File number: 1105067
	Interest Being Assigned: 1105030
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Assignee:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	Right to Discharge Holder:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014 17:11:03 GMT	Type: Assignment of an International Interest File number: 1105068 Interest Being Assigned: 1105035 Fractional or Partial Interest: 100.000000 % Assignor: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Assignee: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com Right to Discharge Holder: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com
	<u>Discharge</u>
23 Sep 2015 17:10:37 GMT	Type: Assignment of an International Interest File number: 1219715 Discharge of File: 1105014 Fractional or Partial Interest: 100.000000 % Remaining Interest: 0.000000% Date of Discharge: 23 Sep 2015 Assignor: Element Financial Corporation* erin.vanlaanen@mcafeetaft.com Assignee: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:39 GMT	File number:	1219716
	Discharge of File:	1105024
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:40 GMT	File number:	1219717
	Discharge of File:	1105030
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:42 GMT	File number:	1219718
	Discharge of File:	1105035
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:43 GMT	File number:	1219719
	Discharge of File:	1105053
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:45 GMT	File number:	1219720
	Discharge of File:	1105059
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:46 GMT	File number:	1219721
	Discharge of File:	1105067
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015 17:10:48 GMT	Type:	Assignment of an International Interest
	File number:	1219722
	Discharge of File:	1105068
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Registration</u>	
15 Jun 2016 21:02:39 GMT	Type:	Assignment of an International Interest
	File number:	1296032
	Interest Being Assigned:	1080964
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:42 GMT	File number:	1296033
	Interest Being Assigned:	1081013
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:46 GMT	File number:	1296034
	Interest Being Assigned:	1081022
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Search Criteria

Manufacturer: HONEYWELL
Model designation: LTS101 Series
Manufacturer's serial number: LE43005

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:49 GMT	File number:	1296035
	Interest Being Assigned:	1081025
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

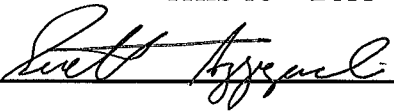
End of List

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference:	0503394706
Old Name:	Element Financial Corporation
New Name:	Element Fleet Management Corp.
Date Changed on International Registry:	05-Jul-2017
Entity Reference:	2000003764
Old Name:	Gemini Helicopters Inc.
New Name:	OpsMobil Group Inc.
Date Changed on International Registry:	10-Jun-2016
Entity Reference:	2000022057
Old Name:	Element Aviation Inc.
New Name:	ECN Aviation Inc.
Date Changed on International Registry:	23-Dec-2016

THIS IS EXHIBIT "12" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018



SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 30 Apr 2018 at 21:32:59 GMT

Certificate Number: 1099581

Requested by: Corrin Roadhouse of Bennett Jones LLP

Beneficiary of Priority Search Certificate: Bennett Jones LLP

Search Criteria

Manufacturer: TURBOMECA

Model designation: ARRIUS 2F

Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
01 Apr 2014	Type:	International Interest
23:08:05 GMT	File number:	1080966
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:06 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
02 Apr 2014	Type:	International Interest
15:33:01 GMT	File number:	1081012
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	15 Jun 2016 21:03:09 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*
	<u>Registration</u>	
04 Apr 2014	Type:	Sale
17:50:03 GMT	File number:	1082093
	Fractional or Partial Interest:	100.000000 %
	Seller:	
	810807 Alberta Ltd.*	erin.vanlaanen@mcafeetaft.com
	Buyer:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
04 Apr 2014	Type:	Sale
17:52:01 GMT	File number:	1082094
	Fractional or Partial Interest:	100.000000 %
	Seller:	
	810807 Alberta Ltd.*	erin.vanlaanen@mcafeetaft.com
	Buyer:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	OpsMobil Group Inc.	erin.vanlaanen@mcafeetaft.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	10 Jun 2016 14:37:19 GMT
	Transferee:	OpsMobil Group Inc.
	Transferor:	Gemini Helicopters Inc.*
	<u>Registration</u>	
04 Apr 2014	Type:	International Interest
17:55:02 GMT	File number:	1082097
	Fractional or Partial Interest:	100.000000 %
	Debtor:	
	OpsMobil Inc	erin.vanlaanen@mcafeetaft.com
	Creditor:	
	Gemini Helicopters Inc.*	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Transfer of Right to Discharge</u>	
	Date/Time:	04 Apr 2014 18:01:54 GMT
	Transferee:	Element Financial Corporation*
	Transferor:	Gemini Helicopters Inc.*
	Date/Time:	15 Jun 2016 21:03:13 GMT
	Transferee:	Element Aviation Inc.*
	Transferor:	Element Financial Corporation*

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time Details of Interest

Registration

04 Apr 2014 Type: International Interest
17:57:01 GMT File number: 1082098
Fractional or Partial Interest: 100.000000 %
Debtor:
OpsMobil Inc erin.vanlaanen@mcafeetaft.com
Creditor:
Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
ECN Aviation Inc.* irdfphj222@dfph.com

Transfer of Right to Discharge

Date/Time: 04 Apr 2014 18:01:54 GMT
Transferee: Element Financial Corporation*
Transferor: Gemini Helicopters Inc.*
Date/Time: 15 Jun 2016 21:03:17 GMT
Transferee: Element Aviation Inc.*
Transferor: Element Financial Corporation*

Registration

04 Apr 2014 Type: Assignment of an International Interest
17:59:02 GMT File number: 1082100
Interest Being Assigned: 1082097
Fractional or Partial Interest: 100.000000 %
Assignor:
Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
Assignee:
Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
ECN Aviation Inc.* irdfphj222@dfph.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time Details of Interest

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:21 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Registration

04 Apr 2014 Type: Assignment of an International Interest
18:01:01 GMT File number: 1082101
Interest Being Assigned: 1082098
Fractional or Partial Interest: 100.000000 %
Assignor:
Gemini Helicopters Inc.* erin.vanlaanen@mcafeetaft.com
Assignee:
Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
ECN Aviation Inc.* irdfphj222@dfph.com

Transfer of Right to Discharge

Date/Time: 15 Jun 2016 21:03:25 GMT

Transferee: Element Aviation Inc.*

Transferor: Element Financial Corporation*

Registration

27 Jun 2014 Type: Assignment of an International Interest
16:45:08 GMT File number: 1105016
Interest Being Assigned: 1080966
Fractional or Partial Interest: 100.000000 %
Assignor:
Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
Assignee:
Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
Right to Discharge Holder:
Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:48:07 GMT	File number:	1105026
	Interest Being Assigned:	1081012
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>	
27 Jun 2014	Type:	Assignment of an International Interest
16:54:04 GMT	File number:	1105031
	Interest Being Assigned:	1082100
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
16:55:10 GMT	File number: 1105036
	Interest Being Assigned: 1082101
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Financial Corporation* erin.vanlaanen@mcafeetaft.com
	Assignee:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Right to Discharge Holder:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
17:05:13 GMT	File number: 1105055
	Interest Being Assigned: 1105016
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Assignee:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	Right to Discharge Holder:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
17:08:07 GMT	File number: 1105061
	Interest Being Assigned: 1105026
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Assignee:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	Right to Discharge Holder:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	<u>Registration</u>
27 Jun 2014	Type: Assignment of an International Interest
17:09:13 GMT	File number: 1105066
	Interest Being Assigned: 1105031
	Fractional or Partial Interest: 100.000000 %
	Assignor:
	Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com
	Assignee:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee
	Right to Discharge Holder:
	Computershare Trust Company of rjenson@dfphj.com
	Canada, as Trustee

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest
	<u>Registration</u>
27 Jun 2014 17:11:04 GMT	Type: Assignment of an International Interest File number: 1105069 Interest Being Assigned: 1105036 Fractional or Partial Interest: 100.000000 % Assignor: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com Assignee: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com Right to Discharge Holder: Computershare Trust Company of Canada, as Trustee rjenson@dfphj.com
	<u>Discharge</u>
23 Sep 2015 17:10:21 GMT	Type: Assignment of an International Interest File number: 1219703 Discharge of File: 1105016 Fractional or Partial Interest: 100.000000 % Remaining Interest: 0.000000% Date of Discharge: 23 Sep 2015 Assignor: Element Financial Corporation* erin.vanlaanen@mcafeetaft.com Assignee: Element Equipment Finance LP erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:22 GMT	File number:	1219704
	Discharge of File:	1105026
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:23 GMT	File number:	1219705
	Discharge of File:	1105031
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:25 GMT	File number:	1219706
	Discharge of File:	1105036
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:26 GMT	File number:	1219707
	Discharge of File:	1105055
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:27 GMT	File number:	1219708
	Discharge of File:	1105061
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:29 GMT	File number:	1219709
	Discharge of File:	1105066
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Discharge</u>	
23 Sep 2015	Type:	Assignment of an International Interest
17:10:30 GMT	File number:	1219710
	Discharge of File:	1105069
	Fractional or Partial Interest:	100.000000 %
	Remaining Interest:	0.000000%
	Date of Discharge:	23 Sep 2015
	Assignor:	
	Element Equipment Finance LP	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Computershare Trust Company of Canada, as Trustee	rjenson@dfphj.com
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:11 GMT	File number:	1296026
	Interest Being Assigned:	1080966
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:17 GMT	File number:	1296027
	Interest Being Assigned:	1081012
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:21 GMT	File number:	1296028
	Interest Being Assigned:	1082100
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

Search Criteria

Manufacturer: TURBOMECA
Model designation: ARRIUS 2F
Manufacturer's serial number: 34069

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	<u>Registration</u>	
15 Jun 2016	Type:	Assignment of an International Interest
21:02:28 GMT	File number:	1296029
	Interest Being Assigned:	1082101
	Fractional or Partial Interest:	100.000000 %
	Assignor:	
	Element Financial Corporation*	erin.vanlaanen@mcafeetaft.com
	Assignee:	
	Element Aviation Inc.*	irdfphj222@dfph.com
	Right to Discharge Holder:	
	ECN Aviation Inc.*	irdfphj222@dfph.com

End of List

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

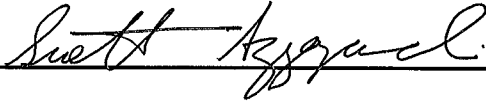
Entity Reference:	0503394706
Old Name:	Element Financial Corporation
New Name:	Element Fleet Management Corp.
Date Changed on International Registry:	05-Jul-2017
Entity Reference:	2000003764
Old Name:	Gemini Helicopters Inc.
New Name:	OpsMobil Group Inc.
Date Changed on International Registry:	10-Jun-2016
Entity Reference:	2000022057
Old Name:	Element Aviation Inc.
New Name:	ECN Aviation Inc.
Date Changed on International Registry:	23-Dec-2016

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference:	2000005754
Old Name:	810807 Alberta Ltd.
New Name:	OpsMobil Group Inc.
Date Changed on International Registry:	10-Jun-2016

THIS IS EXHIBIT "13" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, reading "Scott Azzopardi", written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Search ID#: Z10624946

Transmitting Party

Bennett Jones LLP

4500, 855 2nd Street SW
Calgary, AB T2P 4K7

Party Code: 60007906

Phone #: 403 298 3375

Reference #: 78704.0/KM/lyr

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Serial Number Collateral Search For:

CFXHP

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 11042827285

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Apr-28

Registration Status: Current

Expiry Date: 2026-Apr-28 23:59:59

Exact Match on: Serial Collateral

No: 77

Inexact Match on: Serial Collateral

No: 37

Amendments to Registration

14121133817	Amendment	2014-Dec-11
15022623495	Amendment And Renewal	2015-Feb-26
15022727608	Amendment	2015-Feb-27
15030232656	Amendment	2015-Mar-02
15041624934	Amendment	2015-Apr-16
15061229822	Amendment	2015-Jun-12
15072710353	Amendment	2015-Jul-27
15100528998	Amendment	2015-Oct-05
15101508157	Amendment	2015-Oct-15
15110436215	Amendment	2015-Nov-04
15112530613	Amendment	2015-Nov-25
15122930118	Amendment	2015-Dec-29
16040828939	Amendment	2016-Apr-08
16042218995	Amendment	2016-Apr-22
16061316049	Amendment	2016-Jun-13
17011125687	Amendment	2017-Jan-11
17040540022	Amendment	2017-Apr-05
17051525174	Amendment	2017-May-15
18013115249	Amendment	2018-Jan-31
18030924355	Amendment	2018-Mar-09

Search ID#: Z10624946

Debtor(s)**Block**

1 GEMINI HELICOPTERS INC.
101C 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Status

Current

Block

2 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

StatusCurrent by
14121133817**Block**

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121133817**Block**

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121133817**Block**

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121133817**Block**

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121133817**Block**

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

StatusDeleted by
15110436215**Block**

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040828939**Block**

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040828939

Search ID#: Z10624946

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828939

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DR.
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530613

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112530613

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924355
6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924355
7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121133817
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121133817
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121133817
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121133817
11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121133817
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121133817
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121133817
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930118
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930118
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
61	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121133817
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121133817
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121133817
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121133817
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121133817
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121133817
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
71	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042218995
72	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042218995
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042218995
74	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042218995
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229822

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229822
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121133817
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121133817
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508157
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508157
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
89	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
90	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
91	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
92	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
93	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
94	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042218995
95	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042218995
96	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

97	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
98	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
99	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
100	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
101	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
102	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
103	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
104	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
105	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
106	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
107	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
108	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
109	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
110	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
111	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
112	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
113	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
114	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125687
115	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125687
116	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525174
117	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525174

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

118	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
119	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
120	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
121	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
122	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
123	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
124	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624934
125	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624934
126	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
127	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
128	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
129	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
130	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623495
131	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623495
132	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
133	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
134	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
135	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
136	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
137	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
138	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623495

Search ID#: Z10624946

139	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623495
140	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
141	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
142	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
143	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
144	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
145	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115249
146	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115249
147	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
148	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
149	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
150	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
151	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
152	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377-	Current
2	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current
3	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710353

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042218995

Search ID#: Z10624946

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112530613

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 11060627795

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Jun-06

Registration Status: Current

Expiry Date: 2026-Jun-06 23:59:59

Exact Match on: Serial Collateral

No: 85

Inexact Match on: Serial Collateral

No: 45

Amendments to Registration

12042318599	Amendment	2012-Apr-23
12042418377	Amendment	2012-Apr-24
14121136092	Amendment	2014-Dec-11
15022623455	Amendment And Renewal	2015-Feb-26
15022727654	Amendment	2015-Feb-27
15030232763	Amendment	2015-Mar-02
15041624928	Amendment	2015-Apr-16
15061229819	Amendment	2015-Jun-12
15072710324	Amendment	2015-Jul-27
15100528899	Amendment	2015-Oct-05
15101508185	Amendment	2015-Oct-15
15110436307	Amendment	2015-Nov-04
15112530655	Amendment	2015-Nov-25
15122930608	Amendment	2015-Dec-29
16040828945	Amendment	2016-Apr-08
16042219056	Amendment	2016-Apr-22
16061316087	Amendment	2016-Jun-13
17011125701	Amendment	2017-Jan-11
17040540078	Amendment	2017-Apr-05
17051525236	Amendment	2017-May-15

Search ID#: Z10624946

18013115292	Amendment	2018-Jan-31
18030924369	Amendment	2018-Mar-09

Debtor(s)

Block

Status

1	810807 ALBERTA LTD. #101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 7Z5	Current
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Block

Status

2	AIRBORNE ENERGY SOLUTIONS LTD 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121136092
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Block

Status

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
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Block

Status

4	OPSMOBIL INC. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
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Block

Status

5	LYNN S HELICOPTER LEASING LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
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Block

Status

6	GEMINI HELICOPTERS INC 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
---	--	---------------------------

Block

Status

7	D.F. CAPITAL LTD. 3200, 10180 - 101 ST NW EDMONTON, AB T5J 3W8	Deleted by 15110436307
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Block

Status

8	OPSMOBIL CONSTRUCTION INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current by 16040828945
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Search ID#: Z10624946

Block

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828945

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828945

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DR.
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530655

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112530655

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGEMK	2006	AEROSPATIALE/EUROCOPTAC - Aircraft Canada E		Current
2	1427	2006	AEROSPATIALE/EUROCOPTAF - Aircraft Foreign E		Current
3	CFGBX	2006	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Deleted By 12042318599
4	10935	2006	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Deleted By 12042318599
5	CFNIT	2007	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Current
6	11740	2007	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Current
7	CFKAR	2008	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Current
8	12265	2008	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Current
9	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
10	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092

Search ID#: Z10624946

11	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
12	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
13	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924369
14	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924369
15	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121136092
16	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121136092
17	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121136092
18	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121136092
19	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121136092
20	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121136092
21	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121136092
22	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121136092
23	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930608
24	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930608
25	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
26	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
27	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
28	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
29	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
30	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
31	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

32	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
33	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
34	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
35	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
36	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
37	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
38	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
39	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
40	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
41	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
42	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
43	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
44	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
45	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
46	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
47	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
48	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
49	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
50	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
51	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
52	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

53	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
54	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
55	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
56	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
57	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
58	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
59	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
60	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
61	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
62	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
63	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
64	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
65	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
66	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
67	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
68	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
69	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121136092
70	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121136092
71	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121136092
72	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121136092
73	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121136092

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Search ID#: Z10624946

74	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121136092
75	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
76	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
77	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
78	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
79	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219056
80	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219056
81	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219056
82	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219056
83	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229819
84	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229819
85	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121136092
86	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121136092
87	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
88	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
89	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
90	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
91	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508185
92	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508185
93	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
94	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

95	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
96	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
97	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
98	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
99	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
100	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
101	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
102	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
103	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219056
104	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219056
105	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
106	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
107	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
108	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
109	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
110	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
111	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
112	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
113	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
114	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
115	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185

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Search ID#: Z10624946

116	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
117	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
118	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
119	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
120	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
121	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
122	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
123	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125701
124	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125701
125	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525236
126	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525236
127	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
128	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
129	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
130	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
131	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
132	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
133	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624928
134	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624928
135	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
136	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

137	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
138	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
139	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623455
140	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623455
141	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
142	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
143	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
144	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
145	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
146	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
147	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623455
148	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623455
149	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
150	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
151	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115292
152	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115292
153	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115292
154	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115292
155	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115292
156	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115292
157	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115292

Search ID#: Z10624946

158	3087	1998	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
159	CFXEJ	1978	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
160	1031	1978	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377-	Deleted By 12042318599
2	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current
3	THE COMPLETE DESCRIPTION OF COLLATERAL SHOULD READ AS -	Current
4	2006 AEROSPATIALE/EUROCOPTER EC120B Serial Number 1427 CGEMK,	Current
5	2006 ROBINSON HELICOPTER R44 RAVEN Serial Number 10935 CFGBX,	Deleted By 12042318599
6	2007 ROBINSON HELICOPTER R44 RAVEN Serial Number 11740 CFNIT,	Current
7	2008 ROBINSON HELICOPTER R44 RAVEN Serial Number 12265 CFKAR.	Current
8	LF377-	Current By 12042418377
9	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710324

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219056

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112530655

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 13042923596

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-29

Registration Status: Current

Expiry Date: 2028-Apr-29 23:59:59

Exact Match on: Serial Collateral

No: 77

Inexact Match on: Serial Collateral

No: 37

Amendments to Registration

14121135196	Amendment	2014-Dec-11
15010921798	Amendment	2015-Jan-09
15022623535	Amendment And Renewal	2015-Feb-26
15022727753	Amendment	2015-Feb-27
15030232843	Amendment	2015-Mar-02
15041624963	Amendment	2015-Apr-16
15061229781	Amendment	2015-Jun-12
15072710272	Amendment	2015-Jul-27
15100529145	Amendment	2015-Oct-05
15101508208	Amendment	2015-Oct-15
15110436417	Amendment	2015-Nov-04
15112532149	Amendment	2015-Nov-25
15122931134	Amendment	2015-Dec-29
16040830087	Amendment	2016-Apr-08
16042219108	Amendment	2016-Apr-22
16061316190	Amendment	2016-Jun-13
17011125727	Amendment	2017-Jan-11
17040540053	Amendment	2017-Apr-05
17051525291	Amendment	2017-May-15
18013115343	Amendment	2018-Jan-31

Search ID#: Z10624946

18030924382

Amendment

2018-Mar-09

Debtor(s)**Block**

1 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Status

Current

Block

2 GEMINI HELICOPTERS INC.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

StatusCurrent by
14121135196**Block**

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121135196**Block**

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121135196**Block**

5 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

StatusCurrent by
14121135196**Block**

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121135196**Block**

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

StatusDeleted by
15110436417**Block**

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040830087**Block****Status**

Search ID#: Z10624946

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830087

Block

Status

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830087

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112532149

Phone #: 780 538 8150 Fax #: 780 538 8164

Block

Status

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Current by
15112532149

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924382
6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924382
7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121135196
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121135196
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121135196
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121135196

Search ID#: Z10624946

11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121135196
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121135196
13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121135196
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121135196
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931134
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931134
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

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32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

Search ID#: Z10624946

53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
61	CFARQ	1999	CESSNA208B	AC - Aircraft Canada	Current By 14121135196
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121135196
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121135196
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121135196
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121135196
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121135196
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
71	CGEMJ	1988	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
72	2064	1988	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219108

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Search ID#: Z10624946

74	1438	1438	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219108
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229781
76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229781
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121135196
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121135196
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508208
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508208
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
89	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
90	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
91	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
92	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
93	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
94	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

95	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219108
96	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219108
97	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
98	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
99	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
100	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
101	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
102	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
103	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
104	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
105	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
106	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
107	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
108	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
109	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
110	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
111	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
112	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
113	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
114	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
115	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125727

**Personal Property Registry
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Search ID#: Z10624946

116	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125727
117	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525291
118	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525291
119	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
120	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
121	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
122	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
123	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
124	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
125	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624963
126	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624963
127	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
128	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
129	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
130	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
131	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623535
132	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623535
133	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
134	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
135	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
136	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

Search ID#: Z10624946

137	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
138	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
139	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623535
140	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623535
141	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
142	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
143	1438	1981	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Current By 15010921798
144	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
145	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
146	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115343
147	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115343
148	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
149	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
150	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
151	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
152	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
153	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343

Collateral: General

Block **Description**

Status

Search ID#: Z10624946

1	All its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired by the Debtor The Debtor hereby mortgages and charges to the Secured Party, and grants the Secured Party a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service	Current
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710272

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219108

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112532149

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 13042923928

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-29

Registration Status: Current

Expiry Date: 2028-Apr-29 23:59:59

Exact Match on: Serial Collateral

No: 77

Inexact Match on: Serial Collateral

No: 37

Amendments to Registration

14121134212	Amendment	2014-Dec-11
15022623419	Amendment And Renewal	2015-Feb-26
15022727824	Amendment	2015-Feb-27
15030232896	Amendment	2015-Mar-02
15041624984	Amendment	2015-Apr-16
15061229750	Amendment	2015-Jun-12
15072710166	Amendment	2015-Jul-27
15100529083	Amendment	2015-Oct-05
15101508251	Amendment	2015-Oct-15
15110436523	Amendment	2015-Nov-04
15112532249	Amendment	2015-Nov-25
15122931490	Amendment	2015-Dec-29
16040830114	Amendment	2016-Apr-08
16042219182	Amendment	2016-Apr-22
16061316214	Amendment	2016-Jun-13
17011125651	Amendment	2017-Jan-11
17040540117	Amendment	2017-Apr-05
17051525322	Amendment	2017-May-15
18013115405	Amendment	2018-Jan-31
18030924400	Amendment	2018-Mar-09

Search ID#: Z10624946

Debtor(s)**Block**

1 AIRBORNE ENERGY SOLUTIONS LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Status

Current

Block

2 GEMINI HELICOPTERS INC.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

StatusCurrent by
14121134212**Block**

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121134212**Block**

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121134212**Block**

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121134212**Block**

6 810807 ALBERTA LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121134212**Block**

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

StatusDeleted by
15110436523**Block**

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040830114**Block**

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040830114

Search ID#: Z10624946

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830114

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Phone #: 780 538 8150 Fax #: 780 538 8164

Status

Deleted by
15112532249

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112532249

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924400
6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924400
7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121134212
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121134212
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121134212
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121134212
11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121134212
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121134212

Search ID#: Z10624946

13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121134212
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121134212
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931490
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931490
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212

**Personal Property Registry
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Search ID#: Z10624946

34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
61	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121134212
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121134212
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121134212
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121134212
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121134212
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121134212
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
71	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219182
72	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219182
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219182
74	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219182
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229750

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Search Results Report**

Search ID#: Z10624946

76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229750
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121134212
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121134212
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508251
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508251
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
89	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
90	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
91	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
92	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
93	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
94	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
95	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219182
96	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219182

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

97	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
98	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
99	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
100	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
101	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
102	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
103	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
104	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
105	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
106	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
107	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
108	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
109	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
110	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
111	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
112	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
113	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
114	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
115	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125651
116	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125651
117	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525322

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

118	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525322
119	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
120	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
121	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
122	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
123	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
124	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
125	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624984
126	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624984
127	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
128	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
129	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
130	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
131	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623419
132	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623419
133	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
134	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
135	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
136	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
137	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
138	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419

Search ID#: Z10624946

139	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623419
140	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623419
141	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
142	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
143	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
144	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
145	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115405
146	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115405
147	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
148	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
149	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
150	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
151	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
152	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired by the Debtor The Debtor hereby mortgages and charges to the Secured Party, and grants the Secured Party a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service	Current
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710166

Search ID#: Z10624946

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219182

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112532249

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 14032707875

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-27

Registration Status: Current

Expiry Date: 2020-Mar-27 23:59:59

Exact Match on: Serial Collateral

No: 1

Amendments to Registration

18050307277

Amendment

2018-May-03

Debtor(s)

Block

Status

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Current

Block

Status

2 OPSMOBIL GROUP INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Current by
18050307277

Secured Party / Parties

Block

Status

1 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Current

Block

Status

2 ECN AVIATION INC.
181 BAY STREET, SUITE 2830
TORONTO, ON M5J 2T3

Current by
18050307277

Collateral: Serial Number Goods

Search ID#: Z10624946

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFXHP	1998	Eurocopter AS350BA-FX2	AC - Aircraft Canada	Current
2	3100	1998	Eurocopter AS350BA-FX2	AF - Aircraft Foreign	Current
3	CGEMU	2000	Eurocopter EC120B	AC - Aircraft Canada	Current
4	1057	2000	Eurocopter EC120B	AF - Aircraft Foreign	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's present and future right, title and interest in and to the following property: (1) one (1) 1998 Eurocopter model AS350BA-FX2 aircraft bearing manufacturer's serial number 3100 and Canadian registration mark C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C; and one (1) 2000 Eurocopter model EC120B aircraft bearing manufacturer's serial number 1057 and Canadian registration mark C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069; (2) all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power units, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power units, as the case may be, and any property substituted for any of the foregoing; (3) all Associated Rights (as defined in the Convention on International Interests in Mobile Equipment) related to the collateral described herein; (4) all International Interests (as defined in the Convention on International Interests in Mobile Equipment) related to the collateral described herein;	Current

Search ID#: Z10624946

- | | | |
|------|--|---------|
| 2 | <p>(5) all leases or other contracts pursuant to which the Debtor shall lease or part with possession of such aircraft for compensation (including any time sharing or fractional ownership lease contract), and shall include any interest of the Debtor in any sublease pursuant to which a lessee under a lease shall sublease or otherwise part with possession of such aircraft for compensation and any further subleases and other contracts pursuant to which subsequent sublessors give possession of such an aircraft to the ultimate operator thereof (each, a "Lease") and all rentals and other amounts due under any Lease;</p> <p>(6) all warranties of such aircraft, engines and parts to the extent the same relate to continuing rights of the Debtor in respect of any warranty, indemnity or agreement, express or implied, as to title, workmanship, maintenance, repair, servicing, overhaul or design or patent infringement with respect to aircraft, engines or parts; together in each case with all rights, powers, privileges, options and other benefits of the Debtor thereunder with respect to such aircraft, engines or parts;</p> <p>(7) the benefit of any agreement, right, franchise, licence or permit relating to such aircraft and the operation thereof including, without limitation, a purchase agreement, bill of sale and operating agreement together with the Debtor's rights to receive, either directly or indirectly, from any party or person, any payments due under such agreements;</p> | Current |
|
 | | |
| 3 | <p>(8) all other personal property related to such aircraft including, without limitation, any and all accounts, intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts or other tangible and intangible property; and</p> <p>(9) all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth above including, without limitation, "Proceeds" as defined in the Alberta Personal Property Security Act and any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.</p> | Current |

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 18051423374

Registration Type: REPORT OF SEIZURE

Registration Date: 2018-May-14

Registration Status: Current

Registration Term: Infinity

Service Area 2

Property has been seized under Security Agreement Registration Number 14032707875.

Amount being seized for is \$1,085,634.29.

Property was seized on 2018-May-11

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2018-May-11	18051423374	\$1,085,634.29

Exact Match on: Serial Collateral No: 1

Solicitor / Agent

ECN AVIATION INC. C/O BENNETT JONES LLP
4500, BANKERS HALL E., 855 - 2 STREET SW
CALGARY, AB T2P 4K7

Phone #: 403 298 3323

Fax #: 403 265 7219

Civil Enforcement Agent

ALLIED CIVIL ENFORCEMENT AGENCY INC.
#126, 1111 6 AVENUE SW
CALGARY, AB T2P 5M5

Phone #: 403 237 5468

Fax #: 403 263 7313

Debtor(s)

Block

Status

Search ID#: Z10624946

1	GEMINI HELICOPTERS INC. 280 - 700 6TH AVENUE SW CALGARY, AB T2P 0T8	Current
---	---	---------

Block

Status

2	OPSMOBIL GROUP INC. 1600, 421 - 7TH AVENUE SW CALGARY, AB T2P 4K9	Current
---	---	---------

Creditor(s)

Block

Status

1	ELEMENT FINANCIAL CORPORATION 161 BAY STREET, SUITE 4600 TORONTO, ON M5J 2S1	Current
---	--	---------

Block

Status

2	ECN AVIATION INC. 181 BAY STREET, SUITE 2830 TORONTO, ON M5J 2T3	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFXHP	1998	Eurocopter/ AS350BA-FX2	AC - Aircraft Canada	Current
2	3100	1998	Eurocopter / AS350BA-FX2	AC - Aircraft Canada	Current
3	CGEMU	2000	Eurocopter EC120B	AC - Aircraft Canada	Current
4	1057	2000	Eurocopter/EC120B	AC - Aircraft Canada	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All parts, accessories, appliances components, instruments modules navigational and communications equipment for both helicopters. All Flight logs, all records, and maintenance logs all aother manuals and technical data for both helicopters.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Flight logs, manuals records were removed on May 11, 2018 and are stored with the CEA (Allied). Maintenance records will be provided to the agency and will be stored by same.	Current

Search ID#: Z10624946

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	CFXHP (3100) 1998 Eurocopter was seized in Whitecourt Alberta. Flight log removed and Helicopter and parts within (fixed and removed) were left on a Bailee's undertaking	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	CGEMU (1057)2000 Helicopter was seized in Grande Prairie Alberta Flight Log removed and helicopter was left on a Bailee's Undertaking.	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
4	All other logs and records were seized and removed from two Calgary Locations 1200, 815 - 8th Avenue SW and 480 Aviation Way NE Calgary, Alberta	Current

Search ID#: Z10624946

Serial Number Collateral Search For:

CFXHP

Search ID #: Z10624946

Date of Search: 2018-Aug-23

Time of Search: 09:24:42

Registration Number: 14032707902

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-27

Registration Status: Current

Expiry Date: 2020-Mar-27 23:59:59

Exact Match on: Serial Collateral

No: 1

Amendments to Registration

14032723713

Amendment

2014-Mar-27

18050307387

Amendment

2018-May-03

Debtor(s)

Block

Status

1 OPSMOBIL INC.
10913 123 STREET
GRAND PRAIRIE, AB T8V 7Z3

Deleted by
14032723713

Block

Status

2 OPSMOBIL INC.
10913 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Current by
14032723713

Secured Party / Parties

Block

Status

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Current

Block

Status

2 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Current

Block

Status

Search ID#: Z10624946

3 ECN AVIATION INC.
181 BAY STREET, SUITE 2830
TORONTO, ON M5J 2T3

Current by
18050307387

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFXHP	1998	Eurocopter AS350BA-FX2	AC - Aircraft Canada	Current
2	3100	1998	Eurocopter AS350BA-FX2	AF - Aircraft Foreign	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's present and future right, title and interest in and to the following property: (1) one (1) 1998 Eurocopter model AS350BA-FX2 aircraft bearing manufacturer's serial number 3100 and Canadian registration mark C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C; (2) all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power units, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power units, as the case may be, and any property substituted for any of the foregoing; and	Current
2	(3) all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth above including, without limitation, "Proceeds" as defined in the Alberta Personal Property Security Act and any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.	Current

Search ID#: Z10624946

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Reg. #</u>
CFWYF	1971	KING AIR 100	AC - Aircraft Canada	98010932485
CFWYN	1970	KING AIR 100	AC - Aircraft Canada	98010932485
CFKFY	1953	CONVAIR 340/580	AC - Aircraft Canada	02071215145
CFDHP	2006	AIR TRACTOR AT-802A	AC - Aircraft Canada	02071215145
CFHKF	1956	CONVAIR 440/580	AC - Aircraft Canada	02071215145
CFDHN	2004	AT802	AC - Aircraft Canada	02071215145
CFDHK	2004	AT802	AC - Aircraft Canada	02071215145
CFWAH	1969	DEHAVILLAND DHC-6-300	AC - Aircraft Canada	03112725001
CFKFY	2003	CONVAIR 580	AC - Aircraft Canada	03123023081
CFHQK	1111	BELL 205A1	AC - Aircraft Canada	04121526257
CFFHF	1948	DE HAVILLAND DHC-2 MK.	AC - Aircraft Canada	05042213750
CFDHT	1974	VIKING DHC-6 SERIES 300	AC - Aircraft Canada	05042213750
CFNAY	2002	Eurocopter AS 350 B-2	AC - Aircraft Canada	05060228011
E30234A000064	2004	HONDA QUAD TRX450R	MV - Motor Vehicle	07032017514

Search ID#: Z10624946

CFEXY	1990	Cessna Aircraft Co. 208B	AC - Aircraft Canada	09030431944
CFMYW	1992	MD520 Notar	AC - Aircraft Canada	10012518954
CFMYX	1992	MD520 Notar	AC - Aircraft Canada	10012518954
CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	11042827285
CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	11060627795
2WWTA3LE9N9000064	1992	WESTANK (LEAD)	TR - Trailer	11081222043
CFYDA	2006	Eurocopter Canada AS350B2	AC - Aircraft Canada	11091971782
CFHAF	1982	Eurocopter Canada AS350B/	AC - Aircraft Canada	11091971782
CFYKN	1994	Beech King Air B300	AC - Aircraft Canada	11101926101
CFKAY	1995	Cessna 208B	AC - Aircraft Canada	11101926101
CFHTM	1973	BELL 206B	AC - Aircraft Canada	12092534942
CFHTR	1973	BELL 206B	AC - Aircraft Canada	12092534942
CFEHD	2005	Robinson R44 II	AC - Aircraft Canada	13040231957
CFEHD	2005	ROBINSON/R44 11	AC - Aircraft Canada	13040435008
CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	13042923596
CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	13042923928
11VB13A95A000064	2005	OTTAWA	TR - Trailer	13051040790

**Personal Property Registry
Search Results Report**

Search ID#: Z10624946

CFHEN	2013	BOMBARDIER INC. DHC-8-402	AC - Aircraft Canada	13061135953
2AYSDL2H7D1000064	2013	HINO TRUCK 195	MV - Motor Vehicle	13070311020
ZD4SMC013ES000064	2014	APRILIA DORSODURO750	MV - Motor Vehicle	13072521916
CFENY	2013	BOMBARDIER INC. DHC-8-402	AC - Aircraft Canada	13081925899
2BPSVBEA8EV000064	2014	SKIDOO FREERIDE	MV - Motor Vehicle	13110723353
2BPSGDEA0EV000064	2014	SKI DOO Tundra LT 550F	MV - Motor Vehicle	13112630722
MERCURY	2014	Trailstar TANDEM AXLE	TR - Trailer	13120426645
MERCURY	2014	TRACKER q5	TR - Trailer	14022733284
CFAHE	1992	EUROCOPTER AS350 B2	AC - Aircraft Canada	14032629087
2BPSUXFA8FV000064	2015	SKIDOO RENEGADE BC X	MV - Motor Vehicle	14081842436
2BPSCFDB0DV000064	2013	SKI-DOO SUMMIT SP	MV - Motor Vehicle	14091127545
CFTHD	1997	Bell 407 Helicopter	AC - Aircraft Canada	14102336915
CFHTQ	1973	BELL 206B HELICOPTER	AC - Aircraft Canada	14102336915
CFPHN	1981	Eurocopter AS350D	AC - Aircraft Canada	14120233585
CFHMQ	1998	SIKORSKY S-76C+	AC - Aircraft Canada	15060137582
CFHAU	1993	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	15081214125
CFHAK	1982	EUROCOPTER AS350BA	AC - Aircraft Canada	15081214234

Search ID#: Z10624946

CFHAP	2000	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	15081220891
CFJPH	1979	Bell Textron 206B III	AC - Aircraft Canada	15092942868
1HFTE4643F4000064	2015	HONDA ALL TERRAIN VEH	MV - Motor Vehicle	15102000121
2BPSVCGBXGV000064	2016	SKIDOO FREERIDE 154	MV - Motor Vehicle	15112706966
CFNJY	1992	EUROCOPTER AS350B2/SD2	AC - Aircraft Canada	15121734709
CFEHD	2005	Robinson R44 II	AC - Aircraft Canada	15122213884
CFEHD	2005	Robinson R44 II	AC - Aircraft Canada	15122214226
LJRC4137XE1000064	2014	CIMC 20' TRIDEM SPRING R TR - Trailer		16011420784
CFKHJ	2001	Cessna Citation Excel	AC - Aircraft Canada	16031113754
2BPSCDGB5GV000064	2016	SKIDOO SUMMIT SP 800	MV - Motor Vehicle	16041417832
CFRQH	2000	Bombardier DHC8-100	AC - Aircraft Canada	16052638016
HLM01JA0000064	2011	Hyundai HL757-9 Loader	MV - Motor Vehicle	16061433564
JH2SC6864EK000064	2014	HONDA MOTORCYCLE	MV - Motor Vehicle	16061600478
2TJCX0338Y1000064	2000	40-53 TRIDEM TRANS TECH	MV - Motor Vehicle	16090932192
2MN01JAH961000064	2006	53' VAN TAND TRAILMOBILE	MV - Motor Vehicle	16092127540
3JBKCAP23FJ000064	2015	CAN AM COMMANDER MAX XT	MV - Motor Vehicle	16121319799
CFRQH	2000	Bombardier DHC8-100	AC - Aircraft Canada	16122029327

Search ID#: Z10624946

WT1000064	2000	1000G Water Tank	MH - Mobile Home	16122235678
HHKHW501TJ0000064	2018	Hyundai HL955TM	MV - Motor Vehicle	17011122142
CFTKH	1997	Bombardier DHC-8-100	AC - Aircraft Canada	17011615945
2BPSCFFD9FV000064	2015	SKI DOO 800 SUMMIT	MV - Motor Vehicle	17020934034
64	2003	Spudnik model 8600 potato	MV - Motor Vehicle	17061929572
JH2PE0760HK000064	2017	HONDA CRF450RXH	MV - Motor Vehicle	17071119765
JYARJ28N0HA000064	2017	YAMAHA YZFR6AHB	MV - Motor Vehicle	17080221728
CFPHN	1981	Eurocopter AS350D	AC - Aircraft Canada	17090631325
CFPHN	1981	Eurocopter AS350D	AC - Aircraft Canada	17090631448
JYARN23N49A000064	2009	YAMAHA YZFR1	MV - Motor Vehicle	17090705705
CFXUH	1964	PIPER CHEROKEE	AC - Aircraft Canada	17112011507
CFMUH	1111	AgustaWestland AW139	AC - Aircraft Canada	17122118361
CFMUH	1111	AgustaWestland AW139	AC - Aircraft Canada	17122118389
CFNYQ	1976	Bell 206L	AC - Aircraft Canada	17122226138
CFHPW	2001	Eurocopter AS355N	AC - Aircraft Canada	17122226138
CFNYQ	1976	BELL 206L	AC - Aircraft Canada	17122729534
CFHPW	2001	EUROCOPTER AS355N	AC - Aircraft Canada	17122729534

Search ID#: Z10624946

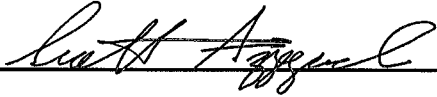
2TJCX0338Y1000064	2000	TRANS TECH CHASSIS	MV - Motor Vehicle	18010338233
2MN01JAH961000064	2006	TRAILMOBILE VAN	MV - Motor Vehicle	18010338233
CFHTM	1973	BELL 206B	AC - Aircraft Canada	18010536354
CFHTR	1973	BELL 206B	AC - Aircraft Canada	18010536354
CFHAU	1993	EUROCOPTER AS350BA FX2	AC - Aircraft Canada	18020719981
CFHAK	1982	EUROCOPTER AS350BA+	AC - Aircraft Canada	18020719981
CFHAP	2000	EUROCOPTER AS350B2 FX2	AC - Aircraft Canada	18020719981
CFHAP	2000	EUROCOPTER AS350B2 FX2	AC - Aircraft Canada	18021413451
CHFAU	1993	EUROCOPTER AS350BA FX2	AC - Aircraft Canada	18021413451
CFHAK	1982	EUROCOPTER AS350BA+	AC - Aircraft Canada	18021413451
CDHR	2001	CESSNA 172R	AC - Aircraft Canada	18021413451
2BPSUJJA1JV000064	2018	SKI DOO RENEGADE BC 600	MV - Motor Vehicle	18030800193
JYARN42N1GA000064	2016	YAMAHA YZFR1SGW	MV - Motor Vehicle	18031600755
2BPSCFJD9JV000064	2018	SKI-DOO SUMMIT SP 850 165	MV - Motor Vehicle	18040428754
CFUQY	1994	de Havilland DHC-8-102	AC - Aircraft Canada	18041621290
E0064	2017	Kuhn Knight RC 270 Mixer	MV - Motor Vehicle	18042734086
ZGULDUA01HM000064	2017	MOTO GUZZI V7 III	MV - Motor Vehicle	18050100908

Search ID#: Z10624946

CFFJY	1968	Bell 212 A1 Helicopter	AC - Aircraft Canada	18052225908
566F8ZR10J2000064	2018	SURELOAD SINGLE	TR - Trailer	18061315476
X64	2007	GRANDEUR HOUSING CSA #07X	MH - Mobile Home	18061811506
566F8ZR10J2000064	2017	KARAVAN SINGLE	TR - Trailer	18061818427
MERCURY	2002	MERCURY 255 JET	OM - Outboard Motor	18062537854
CMWR15T3C80000064	2017	DW RT115H	MV - Motor Vehicle	18062810116

Result Complete

THIS IS EXHIBIT "14" REFERRED TO IN THE AFFIDAVIT OF
ALGIS VAITONIS, SWORN BEFORE ME
THIS 18TH DAY OF NOVEMBER, 2018

A handwritten signature in cursive script, appearing to read "Scott Azzopardi", is written over a horizontal line.

SCOTT AZZOPARDI

A Notary Public in the Province of Ontario

Search ID#: Z10624937

Transmitting Party

Bennett Jones LLP

4500, 855 2nd Street SW
Calgary, AB T2P 4K7

Party Code: 60007906

Phone #: 403 298 3375

Reference #: 78704.1/KM/lyr

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Serial Number Collateral Search For:

CGEMU

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 11042827285

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Apr-28

Registration Status: Current

Expiry Date: 2026-Apr-28 23:59:59

Exact Match on:	Serial Collateral	No: 79
Inexact Match on:	Serial Collateral	No: 3
Inexact Match on:	Serial Collateral	No: 11
Inexact Match on:	Serial Collateral	No: 19
Inexact Match on:	Serial Collateral	No: 21
Inexact Match on:	Serial Collateral	No: 35
Inexact Match on:	Serial Collateral	No: 59
Inexact Match on:	Serial Collateral	No: 110
Inexact Match on:	Serial Collateral	No: 112
Inexact Match on:	Serial Collateral	No: 122

Amendments to Registration

14121133817	Amendment	2014-Dec-11
15022623495	Amendment And Renewal	2015-Feb-26
15022727608	Amendment	2015-Feb-27
15030232656	Amendment	2015-Mar-02
15041624934	Amendment	2015-Apr-16
15061229822	Amendment	2015-Jun-12
15072710353	Amendment	2015-Jul-27
15100528998	Amendment	2015-Oct-05
15101508157	Amendment	2015-Oct-15
15110436215	Amendment	2015-Nov-04
15112530613	Amendment	2015-Nov-25
15122930118	Amendment	2015-Dec-29

Search ID#: Z10624937

16040828939	Amendment	2016-Apr-08
16042218995	Amendment	2016-Apr-22
16061316049	Amendment	2016-Jun-13
17011125687	Amendment	2017-Jan-11
17040540022	Amendment	2017-Apr-05
17051525174	Amendment	2017-May-15
18013115249	Amendment	2018-Jan-31
18030924355	Amendment	2018-Mar-09

Debtor(s)

Block

Status

1 GEMINI HELICOPTERS INC.
101C 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Current

Block

Status

2 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Current by
14121133817

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121133817

Block

Status

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121133817

Block

Status

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121133817

Block

Status

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121133817

Block

Status

7

Search ID#: Z10624937

D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

Deleted by
15110436215

Block

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828939

Block

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828939

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828939

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DR.
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530613

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112530613

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924355
6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924355

Search ID#: Z10624937

7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121133817
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121133817
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121133817
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121133817
11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121133817
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121133817
13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121133817
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121133817
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930118
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930118
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121133817
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121133817
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121133817
61	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121133817
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121133817
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121133817
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121133817
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121133817
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121133817
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042218995
71	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042218995
72	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042218995
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042218995
74	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042218995
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229822
76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229822
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121133817
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121133817
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508157
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508157
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
89	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
90	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

91	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
92	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
93	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
94	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042218995
95	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042218995
96	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
97	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
98	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
99	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
100	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
101	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
102	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
103	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
104	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
105	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924355
106	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
107	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
108	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
109	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508157
110	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817
111	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121133817

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

112	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
113	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
114	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125687
115	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125687
116	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525174
117	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525174
118	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
119	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540022
120	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
121	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
122	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
123	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
124	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624934
125	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624934
126	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
127	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
128	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
129	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121133817
130	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623495
131	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623495
132	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495

Search ID#: Z10624937

133	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
134	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
135	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
136	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
137	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623495
138	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623495
139	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623495
140	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
141	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121133817
142	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316049
143	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
144	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
145	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115249
146	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115249
147	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
148	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
149	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
150	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
151	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249
152	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115249

Collateral: General

Block **Description**

Status

Search ID#: Z10624937

1	LF377-	Current
2	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current
3	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710353

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042218995

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112530613

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 11060627795

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Jun-06

Registration Status: Current

Expiry Date: 2026-Jun-06 23:59:59

Exact Match on:	Serial Collateral	No: 87
Inexact Match on:	Serial Collateral	No: 1
Inexact Match on:	Serial Collateral	No: 11
Inexact Match on:	Serial Collateral	No: 19
Inexact Match on:	Serial Collateral	No: 27
Inexact Match on:	Serial Collateral	No: 29
Inexact Match on:	Serial Collateral	No: 43
Inexact Match on:	Serial Collateral	No: 67
Inexact Match on:	Serial Collateral	No: 119
Inexact Match on:	Serial Collateral	No: 121
Inexact Match on:	Serial Collateral	No: 131

Amendments to Registration

12042318599	Amendment	2012-Apr-23
12042418377	Amendment	2012-Apr-24
14121136092	Amendment	2014-Dec-11
15022623455	Amendment And Renewal	2015-Feb-26
15022727654	Amendment	2015-Feb-27
15030232763	Amendment	2015-Mar-02
15041624928	Amendment	2015-Apr-16
15061229819	Amendment	2015-Jun-12
15072710324	Amendment	2015-Jul-27
15100528899	Amendment	2015-Oct-05
15101508185	Amendment	2015-Oct-15

Search ID#: Z10624937

15110436307	Amendment	2015-Nov-04
15112530655	Amendment	2015-Nov-25
15122930608	Amendment	2015-Dec-29
16040828945	Amendment	2016-Apr-08
16042219056	Amendment	2016-Apr-22
16061316087	Amendment	2016-Jun-13
17011125701	Amendment	2017-Jan-11
17040540078	Amendment	2017-Apr-05
17051525236	Amendment	2017-May-15
18013115292	Amendment	2018-Jan-31
18030924369	Amendment	2018-Mar-09

Debtor(s)

Block

Status

1	810807 ALBERTA LTD. #101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 7Z5	Current
---	---	---------

Block

Status

2	AIRBORNE ENERGY SOLUTIONS LTD 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121136092
---	---	---------------------------

Block

Status

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
---	---	---------------------------

Block

Status

4	OPSMOBIL INC. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
---	---	---------------------------

Block

Status

5	LYNN S HELICOPTER LEASING LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121136092
---	--	---------------------------

Block

Status

6		Current by 14121136092
---	--	---------------------------

Search ID#: Z10624937

GEMINI HELICOPTERS INC
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

Status

Deleted by
15110436307

Block

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828945

Block

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828945

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040828945

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DR.
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530655

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112530655

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGEMK	2006	AEROSPATIALE/EUROCOPTAC - Aircraft Canada E		Current
2	1427	2006	AEROSPATIALE/EUROCOPTAF - Aircraft Foreign E		Current
3	CFGBX	2006	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Deleted By 12042318599

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

4	10935	2006	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Deleted By 12042318599
5	CFNIT	2007	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Current
6	11740	2007	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Current
7	CFKAR	2008	ROBINSON HELICOPTER R44 R	AC - Aircraft Canada	Current
8	12265	2008	ROBINSON HELICOPTER R44 R	AF - Aircraft Foreign	Current
9	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
10	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
11	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
12	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
13	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924369
14	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924369
15	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121136092
16	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121136092
17	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121136092
18	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121136092
19	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121136092
20	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121136092
21	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121136092
22	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121136092
23	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930608
24	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122930608

Search ID#: Z10624937

25	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
26	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
27	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
28	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
29	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
30	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121136092
31	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
32	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
33	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
34	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
35	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
36	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
37	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
38	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
39	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
40	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
41	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
42	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
43	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
44	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
45	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

46	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
47	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
48	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
49	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
50	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
51	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
52	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
53	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
54	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
55	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
56	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
57	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
58	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
59	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
60	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
61	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
62	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
63	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
64	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121136092
65	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
66	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
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Search ID#: Z10624937

67	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
68	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121136092
69	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121136092
70	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121136092
71	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121136092
72	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121136092
73	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121136092
74	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121136092
75	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
76	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
77	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
78	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219056
79	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219056
80	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219056
81	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219056
82	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219056
83	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229819
84	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229819
85	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121136092
86	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121136092
87	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

88	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
89	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
90	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
91	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508185
92	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508185
93	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
94	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
95	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
96	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
97	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
98	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
99	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
100	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
101	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
102	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
103	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219056
104	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219056
105	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
106	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
107	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087
108	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316087

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Search Results Report**

Search ID#: Z10624937

109	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
110	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
111	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
112	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
113	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
114	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924369
115	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
116	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
117	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
118	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508185
119	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
120	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121136092
121	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
122	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
123	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125701
124	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125701
125	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525236
126	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525236
127	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
128	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540078
129	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

130	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
131	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
132	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
133	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624928
134	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624928
135	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
136	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
137	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
138	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121136092
139	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623455
140	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623455
141	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
142	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
143	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
144	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
145	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
146	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623455
147	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623455
148	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623455
149	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092
150	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121136092

Search ID#: Z10624937

151	CFHAK	1981	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
152	1545	1981	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
153	CFHAP	2000	AEROSPATIALE AS 350 B-2 AC - Aircraft Canada	Deleted By 18013115292
154	3292	2000	AEROSPATIALE AS 350 B-2 AC - Aircraft Canada	Deleted By 18013115292
155	CFHAU	1993	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
156	2778	1993	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
157	CFXED	1998	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
158	3087	1998	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
159	CFXEJ	1978	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292
160	1031	1978	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115292

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377-	Deleted By 12042318599
2	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current
3	THE COMPLETE DESCRIPTION OF COLLATERAL SHOULD READ AS -	Current
4	2006 AEROSPATIALE/EUROCOPTER EC120B Serial Number 1427 CGEMK,	Current
5	2006 ROBINSON HELICOPTER R44 RAVEN Serial Number 10935 CFGBX,	Deleted By 12042318599
6	2007 ROBINSON HELICOPTER R44 RAVEN Serial Number 11740 CFNIT,	Current
7	2008 ROBINSON HELICOPTER R44 RAVEN Serial Number 12265 CFKAR.	Current
8	LF377-	Current By 12042418377
9	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710324

Particulars

Search ID#: Z10624937

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219056
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112530655

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 13042923596

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-29

Registration Status: Current

Expiry Date: 2028-Apr-29 23:59:59

Exact Match on:	Serial Collateral	No: 79
Inexact Match on:	Serial Collateral	No: 3
Inexact Match on:	Serial Collateral	No: 11
Inexact Match on:	Serial Collateral	No: 19
Inexact Match on:	Serial Collateral	No: 21
Inexact Match on:	Serial Collateral	No: 35
Inexact Match on:	Serial Collateral	No: 59
Inexact Match on:	Serial Collateral	No: 111
Inexact Match on:	Serial Collateral	No: 113
Inexact Match on:	Serial Collateral	No: 123

Amendments to Registration

14121135196	Amendment	2014-Dec-11
15010921798	Amendment	2015-Jan-09
15022623535	Amendment And Renewal	2015-Feb-26
15022727753	Amendment	2015-Feb-27
15030232843	Amendment	2015-Mar-02
15041624963	Amendment	2015-Apr-16
15061229781	Amendment	2015-Jun-12
15072710272	Amendment	2015-Jul-27
15100529145	Amendment	2015-Oct-05
15101508208	Amendment	2015-Oct-15
15110436417	Amendment	2015-Nov-04
15112532149	Amendment	2015-Nov-25

Search ID#: Z10624937

15122931134	Amendment	2015-Dec-29
16040830087	Amendment	2016-Apr-08
16042219108	Amendment	2016-Apr-22
16061316190	Amendment	2016-Jun-13
17011125727	Amendment	2017-Jan-11
17040540053	Amendment	2017-Apr-05
17051525291	Amendment	2017-May-15
18013115343	Amendment	2018-Jan-31
18030924382	Amendment	2018-Mar-09

Debtor(s)

Block

Status

1	LYNN'S HELICOPTER LEASING LTD. 101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 7Z5	Current
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Block

Status

2	GEMINI HELICOPTERS INC. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121135196
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Block

Status

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121135196
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Block

Status

4	OPSMOBIL INC. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121135196
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Block

Status

5	AIRBORNE ENERGY SOLUTIONS LTD. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121135196
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Block

Status

6	810807 ALBERTA LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121135196
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Block

Status

Search ID#: Z10624937

7	D.F. CAPITAL LTD. 3200, 10180 - 101 ST NW EDMONTON, AB T5J 3W8	Deleted by 15110436417
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Block

Status

8	OPSMOBIL CONSTRUCTION INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current by 16040830087
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Block

Status

9	OPSMOBIL ENERGY SERVICES INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current by 16040830087
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Block

Status

10	OPSMOBIL GROUP INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current by 16040830087
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Secured Party / Parties

Block

Status

1	BANK OF MONTREAL 10705 WEST SIDE DRIVE GRANDE PRAIRIE, AB T8V 8E6	Deleted by 15112532149
	Phone #: 780 538 8150 Fax #: 780 538 8164	

Block

Status

2	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT 161 BAY STREET, SUITE 3930 TORONTO, ON M5J 2S1	Current by 15112532149
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Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924382

Search ID#: Z10624937

6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924382
7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121135196
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121135196
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121135196
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121135196
11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121135196
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121135196
13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121135196
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121135196
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931134
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931134
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121135196
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

Search ID#: Z10624937

27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196

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Search ID#: Z10624937

48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121135196
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121135196
61	CFARQ	1999	CESSNA208B	AC - Aircraft Canada	Current By 14121135196
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121135196
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121135196
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121135196
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121135196
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121135196
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108

**Personal Property Registry
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Search ID#: Z10624937

69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
71	CGEMJ	1988	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
72	2064	1988	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219108
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219108
74	1438	1438	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219108
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229781
76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229781
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121135196
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121135196
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508208
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508208
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
89	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190

**Personal Property Registry
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Search ID#: Z10624937

90	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
91	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
92	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
93	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
94	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
95	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219108
96	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219108
97	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
98	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
99	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
100	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316190
101	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
102	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
103	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
104	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
105	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
106	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924382
107	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
108	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
109	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208
110	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508208

**Personal Property Registry
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Search ID#: Z10624937

111	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
112	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121135196
113	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
114	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
115	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125727
116	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125727
117	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525291
118	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525291
119	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
120	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540053
121	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
122	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
123	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
124	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
125	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624963
126	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624963
127	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
128	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
129	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
130	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121135196
131	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623535

Search ID#: Z10624937

132	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623535
133	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
134	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
135	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
136	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
137	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
138	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623535
139	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623535
140	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623535
141	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
142	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121135196
143	1438	1981	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Current By 15010921798
144	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
145	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
146	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115343
147	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115343
148	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
149	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
150	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
151	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343
152	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115343

Search ID#: Z10624937

153	1031	1978	AEROSPATIALE AS 350 BA AC - Aircraft Canada	Deleted By 18013115343
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Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired by the Debtor The Debtor hereby mortgages and charges to the Secured Party, and grants the Secured Party a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service	Current
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710272

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219108
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112532149

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 13042923928

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-29

Registration Status: Current

Expiry Date: 2028-Apr-29 23:59:59

Exact Match on:	Serial Collateral	No: 79
Inexact Match on:	Serial Collateral	No: 3
Inexact Match on:	Serial Collateral	No: 11
Inexact Match on:	Serial Collateral	No: 19
Inexact Match on:	Serial Collateral	No: 21
Inexact Match on:	Serial Collateral	No: 35
Inexact Match on:	Serial Collateral	No: 59
Inexact Match on:	Serial Collateral	No: 111
Inexact Match on:	Serial Collateral	No: 113
Inexact Match on:	Serial Collateral	No: 123

Amendments to Registration

14121134212	Amendment	2014-Dec-11
15022623419	Amendment And Renewal	2015-Feb-26
15022727824	Amendment	2015-Feb-27
15030232896	Amendment	2015-Mar-02
15041624984	Amendment	2015-Apr-16
15061229750	Amendment	2015-Jun-12
15072710166	Amendment	2015-Jul-27
15100529083	Amendment	2015-Oct-05
15101508251	Amendment	2015-Oct-15
15110436523	Amendment	2015-Nov-04
15112532249	Amendment	2015-Nov-25
15122931490	Amendment	2015-Dec-29

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16040830114	Amendment	2016-Apr-08
16042219182	Amendment	2016-Apr-22
16061316214	Amendment	2016-Jun-13
17011125651	Amendment	2017-Jan-11
17040540117	Amendment	2017-Apr-05
17051525322	Amendment	2017-May-15
18013115405	Amendment	2018-Jan-31
18030924400	Amendment	2018-Mar-09

Debtor(s)

Block

Status

1 AIRBORNE ENERGY SOLUTIONS LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Current

Block

Status

2 GEMINI HELICOPTERS INC.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Current by
14121134212

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121134212

Block

Status

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121134212

Block

Status

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121134212

Block

Status

6 810807 ALBERTA LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121134212

Block

Status

7

Search ID#: Z10624937

D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

Deleted by
15110436523

Block

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830114

Block

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830114

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830114

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112532249

Phone #: 780 538 8150 Fax #: 780 538 8164

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

Current by
15112532249

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
3	CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
4	1039	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
5	CGJEL	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924400

Search ID#: Z10624937

6	116	1968	BELL 206B	AC - Aircraft Canada	Deleted By 18030924400
7	CGXAG	1968	BELL 206B	AC - Aircraft Canada	Current By 14121134212
8	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121134212
9	CGTEZ	1971	BELL 206B	AC - Aircraft Canada	Current By 14121134212
10	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121134212
11	CGTQU	1972	BELL 206B	AC - Aircraft Canada	Current By 14121134212
12	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121134212
13	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current By 14121134212
14	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121134212
15	CFHHA	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931490
16	45662	1981	BELL 206L-1	AC - Aircraft Canada	Deleted By 15122931490
17	CGJAG	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
18	0653	1999	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
19	CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
20	1208	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
21	CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
22	1202	2002	ROBINSON R44	AC - Aircraft Canada	Current By 14121134212
23	CFAJB	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
24	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
25	CFANE	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
26	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212

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27	CFD0Z	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
28	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
29	CFDPA	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
30	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
31	CFDPI	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
32	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
33	CFDPN	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
34	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
35	CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
36	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
37	CFEHD	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
38	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
39	CFHZE	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
40	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
41	CFHZI	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
42	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
43	CFHZJ	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
44	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
45	CFHZK	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
46	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
47	CFHZL	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212

**Personal Property Registry
Search Results Report**

Search ID#: Z10624937

48	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
49	CFHZN	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
50	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
51	CFVAE	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
52	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
53	CGZXG	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
54	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
55	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
56	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121134212
57	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
58	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
59	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
60	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121134212
61	CFARQ	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121134212
62	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121134212
63	CGFYK	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121134212
64	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121134212
65	CFZHG	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121134212
66	31753	1972	PIPER PA-31	AC - Aircraft Canada	Current By 14121134212
67	CGHCT	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
68	1271	1980	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182

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Search ID#: Z10624937

69	CFETD	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
70	1025	1979	AEROSPATIALE AS 350BA	AC - Aircraft Canada	Deleted By 16042219182
71	CGEMJ	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219182
72	2064	1988	AEROSPATIALE AS 350B2	AC - Aircraft Canada	Deleted By 16042219182
73	CFXLD	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219182
74	1438	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 16042219182
75	CFXMJ	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229750
76	1436	1981	AEROSPATIALE AS350BA	AC - Aircraft Canada	Deleted By 15061229750
77	CFXHP	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121134212
78	3100	1998	AEROSPATIALE AS350BA	AC - Aircraft Canada	Current By 14121134212
79	CGEMU	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
80	1057	2000	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
81	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
82	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
83	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508251
84	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 15101508251
85	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
86	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
87	CFHST	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
88	11152	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
89	CFIJI	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214

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90	11100	2006	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
91	CFKAR	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
92	12265	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
93	CFNIT	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
94	11740	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
95	CFNJY	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219182
96	2546	1991	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 16042219182
97	CFRTB	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
98	12270	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
99	CFRWI	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
100	12373	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 16061316214
101	CFSIJ	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
102	10456	2004	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
103	CFXAH	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
104	2509	1991	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
105	CFXBP	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
106	01553	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18030924400
107	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
108	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
109	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251
110	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 15101508251

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Search Results Report**

Search ID#: Z10624937

111	CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
112	1427	2006	EUROCOPTER EC120B	AC - Aircraft Canada	Current By 14121134212
113	CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
114	12350	2008	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
115	CGFKX	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125651
116	12917	2010	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17011125651
117	CGGJS	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525322
118	12254	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17051525322
119	CGN0T	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
120	12156	2008	ROBINSON R44 II	AC - Aircraft Canada	Deleted By 17040540117
121	CG0FX	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
122	2195	1989	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
123	CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
124	10571	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
125	CGVYI	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624984
126	1041	1979	AEROSPATIALE AS 350D	AC - Aircraft Canada	Deleted By 15041624984
127	CFGBX	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
128	10935	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
129	CFXDM	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
130	1548	1982	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Current By 14121134212
131	CFBDV	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623419

Search ID#: Z10624937

132	D7099	1973	BEECH P35	AC - Aircraft Canada	Deleted By 15022623419
133	CFVAR	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
134	0076	1994	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
135	CFZPS	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
136	11871	2007	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
137	CFZSE	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
138	0317	1997	ROBINSON R44	AC - Aircraft Canada	Deleted By 15022623419
139	CGEAP	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623419
140	2063	1967	BELL 204B	AC - Aircraft Canada	Deleted By 15022623419
141	CG0CM	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
142	10472	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121134212
143	CFHAK	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
144	1545	1981	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
145	CFHAP	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115405
146	3292	2000	AEROSPATIALE AS 350 B-2	AC - Aircraft Canada	Deleted By 18013115405
147	CFHAU	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
148	2778	1993	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
149	CFXED	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
150	3087	1998	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
151	CFXEJ	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405
152	1031	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	Deleted By 18013115405

Search ID#: Z10624937

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired by the Debtor The Debtor hereby mortgages and charges to the Secured Party, and grants the Secured Party a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service	Current
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current By 15072710166

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Security interest in D.F. Capital Ltd. is limited to the 1991 AEROSPATIALE AS 350 B-2 Aircraft Mark/Serial Number C-FNJY/2546 and the proceeds thereof.	Deleted By 16042219182
2	The complete address of secured party block 2 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto, Ontario M5J 2S1	Current By 15112532249

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 14032707875

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-27

Registration Status: Current

Expiry Date: 2020-Mar-27 23:59:59

Exact Match on: Serial Collateral No: 3

Amendments to Registration

18050307277

Amendment

2018-May-03

Debtor(s)

Block

Status

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Current

Block

Status

2 OPSMOBIL GROUP INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Current by
18050307277

Secured Party / Parties

Block

Status

1 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Current

Block

Status

2 ECN AVIATION INC.
181 BAY STREET, SUITE 2830
TORONTO, ON M5J 2T3

Current by
18050307277

Collateral: Serial Number Goods

Search ID#: Z10624937

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFXHP	1998	Eurocopter AS350BA-FX2	AC - Aircraft Canada	Current
2	3100	1998	Eurocopter AS350BA-FX2	AF - Aircraft Foreign	Current
3	CGEMU	2000	Eurocopter EC120B	AC - Aircraft Canada	Current
4	1057	2000	Eurocopter EC120B	AF - Aircraft Foreign	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's present and future right, title and interest in and to the following property: (1) one (1) 1998 Eurocopter model AS350BA-FX2 aircraft bearing manufacturer's serial number 3100 and Canadian registration mark C-FXHP, including one (1) Lycoming (Honeywell) model LTS101-700D2 engine installed on the airframe bearing manufacturer's serial number LE-43005C; and one (1) 2000 Eurocopter model EC120B aircraft bearing manufacturer's serial number 1057 and Canadian registration mark C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069; (2) all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power units, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power units, as the case may be, and any property substituted for any of the foregoing; (3) all Associated Rights (as defined in the Convention on International Interests in Mobile Equipment) related to the collateral described herein; (4) all International Interests (as defined in the Convention on International Interests in Mobile Equipment) related to the collateral described herein;	Current

Search ID#: Z10624937

- | | | |
|------|--|---------|
| 2 | <p>(5) all leases or other contracts pursuant to which the Debtor shall lease or part with possession of such aircraft for compensation (including any time sharing or fractional ownership lease contract), and shall include any interest of the Debtor in any sublease pursuant to which a lessee under a lease shall sublease or otherwise part with possession of such aircraft for compensation and any further subleases and other contracts pursuant to which subsequent sublessors give possession of such an aircraft to the ultimate operator thereof (each, a "Lease") and all rentals and other amounts due under any Lease;</p> <p>(6) all warranties of such aircraft, engines and parts to the extent the same relate to continuing rights of the Debtor in respect of any warranty, indemnity or agreement, express or implied, as to title, workmanship, maintenance, repair, servicing, overhaul or design or patent infringement with respect to aircraft, engines or parts; together in each case with all rights, powers, privileges, options and other benefits of the Debtor thereunder with respect to such aircraft, engines or parts;</p> <p>(7) the benefit of any agreement, right, franchise, licence or permit relating to such aircraft and the operation thereof including, without limitation, a purchase agreement, bill of sale and operating agreement together with the Debtor's rights to receive, either directly or indirectly, from any party or person, any payments due under such agreements;</p> | Current |
|
 | | |
| 3 | <p>(8) all other personal property related to such aircraft including, without limitation, any and all accounts, intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts or other tangible and intangible property; and</p> <p>(9) all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth above including, without limitation, "Proceeds" as defined in the Alberta Personal Property Security Act and any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.</p> | Current |

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 18051423374

Registration Type: REPORT OF SEIZURE

Registration Date: 2018-May-14

Registration Status: Current

Registration Term: Infinity

Service Area 2

Property has been seized under Security Agreement Registration Number 14032707875.

Amount being seized for is \$1,085,634.29.

Property was seized on 2018-May-11

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2018-May-11	18051423374	\$1,085,634.29

Exact Match on: Serial Collateral No: 3

Solicitor / Agent

ECN AVIATION INC. C/O BENNETT JONES LLP
4500, BANKERS HALL E., 855 - 2 STREET SW
CALGARY, AB T2P 4K7

Phone #: 403 298 3323

Fax #: 403 265 7219

Civil Enforcement Agent

ALLIED CIVIL ENFORCEMENT AGENCY INC.
#126, 1111 6 AVENUE SW
CALGARY, AB T2P 5M5

Phone #: 403 237 5468

Fax #: 403 263 7313

Debtor(s)

Block

Status

Search ID#: Z10624937

1	GEMINI HELICOPTERS INC. 280 - 700 6TH AVENUE SW CALGARY, AB T2P 0T8	Current
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Block

Status

2	OPSMOBIL GROUP INC. 1600, 421 - 7TH AVENUE SW CALGARY, AB T2P 4K9	Current
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Creditor(s)

Block

Status

1	ELEMENT FINANCIAL CORPORATION 161 BAY STREET, SUITE 4600 TORONTO, ON M5J 2S1	Current
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Block

Status

2	ECN AVIATION INC. 181 BAY STREET, SUITE 2830 TORONTO, ON M5J 2T3	Current
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Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFXHP	1998	Eurocopter/ AS350BA-FX2	AC - Aircraft Canada	Current
2	3100	1998	Eurocopter / AS350BA-FX2	AC - Aircraft Canada	Current
3	CGEMU	2000	Eurocopter EC120B	AC - Aircraft Canada	Current
4	1057	2000	Eurocopter/EC120B	AC - Aircraft Canada	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All parts, accessories, appliances components, instruments modules navigational and communications equipment for both helicopters. All Flight logs, all records, and maintenance logs all aother manuals and technical data for both helicopters.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Flight logs, manuals records were removed on May 11, 2018 and are stored with the CEA (Allied). Maintenance records will be provided to the agency and will be stored by same.	Current

Search ID#: Z10624937

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	CFXHP (3100) 1998 Eurocopter was seized in Whitecourt Alberta. Flight log removed and Helicopter and parts within (fixed and removed) were left on a Bailee's undertaking	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	CGEMU (1057)2000 Helicopter was seized in Grande Prairie Alberta Flight Log removed and helicopter was left on a Bailee's Undertaking.	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
4	All other logs and records were seized and removed from two Calgary Locations 1200, 815 - 8th Avenue SW and 480 Aviation Way NE Calgary, Alberta	Current

Search ID#: Z10624937

Serial Number Collateral Search For:

CGEMU

Search ID #: Z10624937

Date of Search: 2018-Aug-23

Time of Search: 09:22:12

Registration Number: 14032707953

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Mar-27

Registration Status: Current

Expiry Date: 2020-Mar-27 23:59:59

Exact Match on: Serial Collateral

No: 1

Amendments to Registration

14032723743

Amendment

2014-Mar-27

18050307876

Amendment

2018-May-03

Debtor(s)

Block

Status

1 OPSMOBIL INC.
10913 123 STREET
GRAND PRAIRIE, AB T8V 7Z3

Deleted by
14032723743

Block

Status

2 OPSMOBIL INC.
10913 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Current by
14032723743

Secured Party / Parties

Block

Status

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Current

Block

Status

2 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Current

Block

Status

Search ID#: Z10624937

3 ECN AVIATION INC.
181 BAY STREET, SUITE 2830
TORONTO, ON M5J 2T3

Current by
18050307876

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CGEMU	2000	Eurocopter EC120B	AC - Aircraft Canada	Current
2	1057	2000	Eurocopter EC120B	AF - Aircraft Foreign	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's present and future right, title and interest in and to the following property: (1) one (1) 2000 Eurocopter model EC120B aircraft bearing manufacturer's serial number 1057 and Canadian registration mark C-GEMU, including one (1) Turbomeca model Arrius 2F engine installed on the airframe bearing manufacturer's serial number 34069; (2) all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible, personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframes, engines or auxiliary power units, as the case may be, and all records, logs, maintenance records, manuals, technical data, training aids, computer software, and other materials relating to the airframes, engines, propellers or auxiliary power units, as the case may be, and any property substituted for any of the foregoing; and	Current
2	(3) all proceeds and property in any form derived directly or indirectly from any dealing with any of the items set forth above including, without limitation, "Proceeds" as defined in the Alberta Personal Property Security Act and any insurance proceeds, and Debtor's right to receive such proceeds, and any other property that indemnifies or compensates for such property or undertaking destroyed, damaged, expropriated, stolen or lost and proceeds of proceeds whether of the same type, class or kind as the original proceeds, proceeds in the form of goods, accounts, notes, instruments, securities, money, trade-ins, chattel paper, documents of title, contract rights, rental payments, licences, instruments and general intangibles incorporeal including all substitutions and replacements thereof, and the proceeds thereof, in whatever form, of any sale, charter, lease or disposition thereof and all substitutions and replacements of such items and any increases, additions and accessions thereto.	Current

Search ID#: Z10624937

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Reg. #</u>
Y1610414000066	2014	FARM KING 16104H AUGER TR - Trailer		91101110137
CFDCA	1991	AIRBUS A320-200	AC - Aircraft Canada	91102521985
CFDCA	1991	AIRBUS A320-211	AC - Aircraft Canada	91102521985
CFWPG	1970	BEECHCRAFT KING AIR 100 MV - Motor Vehicle		98010932485
CGTAM	1981	ASTAR 350BA 1232	AC - Aircraft Canada	98121813384
CFCAT	1962	DEHAVILLAND BEAVER DHC2	AC - Aircraft Canada	98121813384
CGMWW	1994	Fairchild Metro 23	AC - Aircraft Canada	99071428652
CGRWN	1981	PIPER CHIEFTAIN PA-31-350	AC - Aircraft Canada	99071428652
CFGEW	1980	FAIRCHILD SA 226TC METRO2	AF - Aircraft Foreign	99071428652
CGMWW	1993	FAIRCHILD METRO 23	AC - Aircraft Canada	99071428652
CGEAT	1970	BELL 205A-1	AC - Aircraft Canada	00020318978
CGFDT	1968	PIPER ARROW PA28R-180	AC - Aircraft Canada	00022915003
CFPCA	1989	BOEING 767-300ER	AC - Aircraft Canada	00061627527
CFPCA	1989	BOEING 767-300ER	AC - Aircraft Canada	00061627535

Search ID#: Z10624937

CFCAE	1988	BOEING 767-300ER	AC - Aircraft Canada	00061627816
CFCAE	1988	BOEING 767-300ER	AC - Aircraft Canada	00061627832
CFXCA	1990	BOEING 767-300ER	AC - Aircraft Canada	00061628947
CFXCA	1990	BOEING 767-300ER	AC - Aircraft Canada	00061628970
CGWEW	1973	TWIN COMMANDER 690	AC - Aircraft Canada	02071215145
CFPTG	1992	AEROSPATIALE AS350B2 2635	AC - Aircraft Canada	02122412188
CFPTG	1992	AEROSPATIALE AS350B2 2635	AC - Aircraft Canada	02122413087
CGMDM	1978	CESSNA 340A RAM VI	AC - Aircraft Canada	04061514578
CGQJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	04102527605
CGQJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	04102527670
CGNAA	1991	JETSTREAM 3212	AC - Aircraft Canada	05012008370
CFCPE	1988	JETSTREAM J3112	AC - Aircraft Canada	05012008370
CGTEM	1999	Beach King Air 350	AC - Aircraft Canada	05022315948
CGKWJ	2005	BOEING 737-8CT	AC - Aircraft Canada	05040523887
CGUVT	2011	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGUVA	2013	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGVAQ	2012	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750

Search ID#: Z10624937

CFEGE	1964	DE HAVILLAND DHC-2 MK.	AC - Aircraft Canada	05042213750
CGVEP	2013	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGFAP	2013	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGATE	1976	TRIDENT TRIGULL TR-1	AC - Aircraft Canada	05042213750
CGVVA	2013	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGNVA	2012	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGFVT	2012	VIKING DHC-6 SERIES 400	AC - Aircraft Canada	05042213750
CGTJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313211
CGMJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313336
CGMJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313377
CGNJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313419
CGUJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313591
CGUJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313609
CGXJA	2005	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	05092313633
CGERW	1977	Bell B212 VFR	AC - Aircraft Canada	06033028421
CGERX	2007	Bell 206L-4	AC - Aircraft Canada	06033028421
CGERX	2007	Bell 206L-4	AC - Aircraft Canada	06040512862

Search ID#: Z10624937

CGERW	1977	Bell B212 VFR	AC - Aircraft Canada	06040512862
CFJCT	1957	DEHAVILLAND DHC-3 132	AC - Aircraft Canada	06060526032
CGMWJ	2006	BOEING 737-700	AC - Aircraft Canada	06121337494
CGMWJ	2006	BOEING 737-700	AC - Aircraft Canada	06121337668
CGUUJ	1980	PIPER PA-31-325	AC - Aircraft Canada	07030631712
CFDNG	1989	Dehaviilland DHC-8-102	AC - Aircraft Canada	07032727468
CFCJE	1989	Dehaviilland DHC-8-102	AC - Aircraft Canada	07032727468
CFCJE	1989	DEHAVILLAND DASH 8-100	AC - Aircraft Canada	07032829215
CFDNG	1989	DEHAVILLAND DASH 8-100	AC - Aircraft Canada	07032829215
CFUMC	1968	Shorts Skyvan	AC - Aircraft Canada	07040240769
CGXTF	2003	BELL 212 1FR AIRCRAFT	AC - Aircraft Canada	07050143382
CFCTV	1993	BELL 206L - 4 AIRCRAFT	AC - Aircraft Canada	07050143382
CGAEN	1981	PIPER CHIEFTAN NAVAJO	AC - Aircraft Canada	07060632929
CGRWP	1979	PIPER	AC - Aircraft Canada	07062210955
CGTEM	1999	Beach King Air 350	AC - Aircraft Canada	07071013242
CGTEM	1999	Beach King Air 350	AC - Aircraft Canada	07071013317
CGTEM	1999	Beach King Air 350	AC - Aircraft Canada	07071013341

Search ID#: Z10624937

CGTEM	1999	Beach King Air 350	AC - Aircraft Canada	07071013408
CGWJE	2007	BOEING 737-7CT	AC - Aircraft Canada	07110713455
CGQWJ	2007	BOEING 737-700	AC - Aircraft Canada	07111206178
CGQWJ	2007	BOEING 737-700	AC - Aircraft Canada	07111206194
CFWNG	1973	NAVAJO PA31 PIPER AIRCRAF	AC - Aircraft Canada	07111432030
CGVWJ	2008	Boeing 737-700	AC - Aircraft Canada	08011424172
CGVWJ	2008	Boeing 737-700	AC - Aircraft Canada	08011424299
CGUWJ	2008	BOEING 737-700	AC - Aircraft Canada	08012429349
CGUWJ	2008	BOEING 737-700	AC - Aircraft Canada	08012429401
CGWWJ	2008	BOEING 737-8CT	AC - Aircraft Canada	08022029465
CGTAM	1981	Astar 350 BA 1232	AC - Aircraft Canada	08022703252
CFCAT	1962	DEHAVILLAND BEAVER DHC-2	AC - Aircraft Canada	08022703252
CGWRK	2006	CESSNA GRAND CARAVAN	AC - Aircraft Canada	08030435062
CGWJK	2008	BOEING 737-7CT	AC - Aircraft Canada	08040202713
CGTAM	1981	Astar AS350 BA	AC - Aircraft Canada	08041515395
CFCAT	1962	Dehavilland Beaver DHC-2	AC - Aircraft Canada	08041515395
CFCPF	1988	JETSTREAM 3112	AC - Aircraft Canada	08050117600

Search ID#: Z10624937

CFCWJ	2008	BOEING 737-7CT	AC - Aircraft Canada	08051321036
CFNPG	1974	BELL 212 HELICOPTER	AC - Aircraft Canada	08052811370
CGTNV	1982	EUROCOPTER AS-350B	AC - Aircraft Canada	08071029194
CGXNP	2008	EUROCOPTER AS355NP	AC - Aircraft Canada	08072519610
CGTDX	1990	BOEING B757 28A	AC - Aircraft Canada	08091023469
CGKWW	2008	EUROCOPTER BO105LS3	AC - Aircraft Canada	09011912761
CFUGT	1973	DeHavilland DHC-6	AF - Aircraft Foreign	09012023197
CFUGT	1973	DeHavilland DHC-6	AF - Aircraft Foreign	09012114037
CGATK	1989	Aerospatiale ATR42-300	AC - Aircraft Canada	09030431944
CFMFG	1993	The Boeing Co. B757-2B7	AC - Aircraft Canada	09030431944
CGWWA	1970	Beech 100	AC - Aircraft Canada	09030620138
CFUGT	1973	DeHavilland DHC-6	AC - Aircraft Canada	09032413524
CFUGT	1973	DeHavilland DHC-6	AF - Aircraft Foreign	09032425331
CFCTV	2007	Bell 206 L4	AC - Aircraft Canada	10012622014
CGXTF	1977	Bell 212 1FR	AC - Aircraft Canada	10012622014
CFTCU	2010	DIAMOND DA20 C1 G500 AIRC	AF - Aircraft Foreign	10020314115
CFCJE	1989	de Havilland DHC-8-102	AC - Aircraft Canada	10032404983

Search ID#: Z10624937

CFDNG	1989	de Havilland DHC-8-102	AC - Aircraft Canada	10032405194
CGEKN	2009	Sikorsky S92	AC - Aircraft Canada	10032930743
CGKWW	2008	EUROCOPTER B0105LSA3	AC - Aircraft Canada	10042029629
CGMWW	1994	Fairchild Metro 23	AC - Aircraft Canada	10050527685
CGPDQ	2010	GULFSTREAM G150	AC - Aircraft Canada	10050727735
42KCC2T2292000066	2009	Four Winns Tandem	TR - Trailer	10063000734
CGNEQ	2007	Dassault Aviation 2000EX	AC - Aircraft Canada	10092004377
SY94900000066	2011	Professional UNO Slate DR	MV - Motor Vehicle	10101934416
CGFVV	1974	Hiller UH-12E	AC - Aircraft Canada	11021110436
CGJQQ	1960	Hiller UH-12E	AC - Aircraft Canada	11021110436
CFCNW	2011	BOEING 737-8CT	AC - Aircraft Canada	11030825975
CGKQD	2011	BOMBARDIER DHC-8	AC - Aircraft Canada	11032329924
CGKQA	2011	BOMBARDIER DHC-8	AC - Aircraft Canada	11032330583
CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	11042827285
CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	11042827285
CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	11042827285
CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	11042827285

Search ID#: Z10624937

CGTQU	1972	BELL 206B	AC - Aircraft Canada	11042827285
CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	11042827285
CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	11042827285
CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	11042827285
CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	11042827285
CFFCV	2005	ROBINSON HELICOPTER R44	AC - Aircraft Canada	11060117463
CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	11060627795
CGEMK	2006	AEROSPATIALE/EUROCOPTAC E	AC - Aircraft Canada	11060627795
CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	11060627795
CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	11060627795
CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	11060627795
CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	11060627795
CGTQU	1972	BELL 206B	AC - Aircraft Canada	11060627795
CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	11060627795
CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	11060627795
CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	11060627795
CFCMU	1997	BEECH 1900D	AC - Aircraft Canada	11070527777

Search ID#: Z10624937

CFCMR	1997	BEECH 1900D	AC - Aircraft Canada	11070527777
CFCMV	1997	BEECH 1900D	AC - Aircraft Canada	11070527777
CFCMP	1997	BEECH 1900D	AC - Aircraft Canada	11070527777
CFCME	1997	BEECH 1900D	AC - Aircraft Canada	11070527777
CFCMN	1997	BEECH 1900D	AC - Aircraft Canada	11070527777
2WWTA2702NR000066	1992	SUPER B (PUP)	TR - Trailer	11081222043
CGVTK	1969	Bell Helicopters Ltd. 206	AC - Aircraft Canada	11091971782
CFWCR	2000	Eurocopter Canada AS350B2	AC - Aircraft Canada	11091971782
CFTUC	1977	Beech King Air B200	AC - Aircraft Canada	11101926101
CGKQE	2011	BOMBARDIER DHC-8 SERIES 4	AC - Aircraft Canada	11110724841
0066	2010	West Hill Tudor Custom Q1	MH - Mobile Home	11111509618
CGKQF	2011	BOMBARDIER DHC-8	AC - Aircraft Canada	11112109913
2BPSUGCA1CV000066	2012	SKI DOO RENEGADE	MV - Motor Vehicle	12011818866
CGNMU	1978	Bell 206 BIII	AC - Aircraft Canada	12022331705
CFXTC	2012	525C-078/CESSNA	AC - Aircraft Canada	12022807752
CGVTK	1967	BELL HELICOPTERS LTD.	AC - Aircraft Canada	12032123707
CGRJR	2012	Piaggio P.180 Avanti II	AC - Aircraft Canada	12041006766

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CFAFG	1998	Cessna 208B Caravan	AC - Aircraft Canada	12061101751
CGJDA	1984	35A Learjet	AC - Aircraft Canada	12061101751
CGKJW	2009	Cessna Grand Caravan 208B	AC - Aircraft Canada	12080309450
CGMKW	2013	Cessna Grand Caravan 208B	AC - Aircraft Canada	12080309450
CGTEK	1975	BELL 206B	AC - Aircraft Canada	12092534854
CFRNG	1992	EUROCOPTER AS 350B-2	AC - Aircraft Canada	12092534978
CFAFC	1998	CESSNA GRAND CARAVAN	AC - Aircraft Canada	12102518991
CFAFC	1998	CESSNA GRAND CARAVAN	AC - Aircraft Canada	12102519013
CFMGM	1995	KAMAN 1200 KMAX	AC - Aircraft Canada	12112305802
CFTJC	2000	Cessna 560 Citation V Enc	AC - Aircraft Canada	12120405369
CGFXU	1965	PIPER PA 25-235	AC - Aircraft Canada	13010709288
CGNMJ	1994	Eurocopter AS350B2	AC - Aircraft Canada	13011719424
CGNME	1994	Eurocopter AS350B2	AC - Aircraft Canada	13011719424
CFKGN	1985	125-800A HAWKER #258052	AC - Aircraft Canada	13012821318
CGPPD	1973	Cessna 340	AC - Aircraft Canada	13020734440
CFGWT	1995	Bell 230 Helicopter	AC - Aircraft Canada	13030116360
CGTQU	1972	Bell 206B	AC - Aircraft Canada	13040231957

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CGREV	1978	Aerospatiale AS 350 BA	AC - Aircraft Canada	13040231957
CGAEN	2000	Cessna 172S	AC - Aircraft Canada	13040231957
CFDQG	2005	Robinson R44 II	AC - Aircraft Canada	13040231957
CGAEJ	2002	Robinson R44 R	AC - Aircraft Canada	13040231957
CGAEE	2002	Robinson R44 R	AC - Aircraft Canada	13040231957
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040330159
CGAAR	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040330159
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040417222
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040417458
CGAAR	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040417634
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13040417634
CGREV	1978	AEROSPATIALE/AS 350 BA	AC - Aircraft Canada	13040427944
CGTQU	1972	BELL/206B	AC - Aircraft Canada	13040429111
CGAEE	2002	ROBINSON/R44 R	AC - Aircraft Canada	13040431198
CGAEJ	2002	ROBINSON/R44 R	AC - Aircraft Canada	13040431499
CFDQG	2005	ROBINSON/R44 II	AC - Aircraft Canada	13040434679
CGAEN	2000	CESSNA/172S	AC - Aircraft Canada	13040437141

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CGAMF	1981	AIRCRAFT CESSNA 340A	AF - Aircraft Foreign	13042311657
CGKJW	2009	CESSNA GRAND CARAVAN 208B	AC - Aircraft Canada	13042530799
CGMKW	2013	CESSNA GRAND CARAVAN 208B	AC - Aircraft Canada	13042530799
CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	13042923596
CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	13042923596
CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	13042923596
CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	13042923596
CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	13042923596
CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	13042923596
CGTQU	1972	BELL 206B	AC - Aircraft Canada	13042923596
CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	13042923596
CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	13042923596
CGEMT	2008	ROBINSON R44 II	AC - Aircraft Canada	13042923928
CGREV	1978	AEROSPATIALE AS 350 BA	AC - Aircraft Canada	13042923928
CGTQU	1972	BELL 206B	AC - Aircraft Canada	13042923928
CGRDT	2004	ROBINSON R44 II	AC - Aircraft Canada	13042923928
CGAEE	2002	ROBINSON R44	AC - Aircraft Canada	13042923928

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CGAEJ	2002	ROBINSON R44	AC - Aircraft Canada	13042923928
CFDQG	2005	ROBINSON R44 II	AC - Aircraft Canada	13042923928
CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	13042923928
CGEMK	2006	EUROCOPTER EC120B	AC - Aircraft Canada	13042923928
CGKWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13080722354
CGKWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13080722397
CGKWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13080722456
CGJFP	1999	Beech B200	AC - Aircraft Canada	13081436945
CGWMU	2003	Columbia LC40-550F	AC - Aircraft Canada	13092012196
CGPAK	1980	PIPER PA-31-350	AC - Aircraft Canada	13100329552
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826116
CGAAR	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826116
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826163
CGAAR	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826210
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826210
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826295
CGAAR	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	13101826295

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CGVWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13110106376
CGVWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13110106396
CGVWA	2013	Boeing 737-8CT	AC - Aircraft Canada	13110106436
CGENM	2013	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	13111103600
CFFCV	2005	ROBINSON HELICOPTER R44	AC - Aircraft Canada	13112608742
CFKCN	1998	BOEING 737-300	AC - Aircraft Canada	13112708681
CGNMP	1978	Eurocopter AS350BA	AC - Aircraft Canada	13120510797
CFCNU	1981	Bell 212	AC - Aircraft Canada	13120510927
CGUNW	1994	Bell 412EP	AC - Aircraft Canada	13120510927
CGJWE	2013	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	13121111157
CGWEP	2013	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	13121620606
CGEAV	2011	AS 350 B3	AC - Aircraft Canada	14020423938
A0066	2011	Kuhn 4142T	MV - Motor Vehicle	14021124686
CGDMM	1997	EUROCOPTER AS350 B2	AC - Aircraft Canada	14032626336
CGMVN	2000	BELL 412	AC - Aircraft Canada	14032627333
2HNYD2H71AH000066	2010	ACURA MDX	MV - Motor Vehicle	14042527251
CGRUR	1991	DE HAVILLAND DHC-8-311	AC - Aircraft Canada	14043015185

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CFAJC	2013	BD-100-1A10 CHALLENGER	AC - Aircraft Canada	14043016143
CFAJC	2013	BD-100-1A10 CHALLENGER	AC - Aircraft Canada	14043016263
CFAJC	2013	BD-100-1A10 CHALLENGER	AC - Aircraft Canada	14043016344
CFEAG	1981	King Air 200	AC - Aircraft Canada	14061606570
58JGX3G23F1000066	2015	LAKOTA CHARGER	MV - Motor Vehicle	14061825267
CGERP	2013	Eurocopter EC135 T2+	AC - Aircraft Canada	14070241893
CGXNP	2008	Aerospatiale AS 355 NP	AC - Aircraft Canada	14070241893
CGTWN	1999	Aerospatiale AS 355 N	AC - Aircraft Canada	14070241893
CFKCN	1998	Boeing 737-36N	AC - Aircraft Canada	14071023875
CGNMP	1978	Airbus AS350BA	AC - Aircraft Canada	14082131765
CGJPW	2009	Aerospatiale Helicopter	AC - Aircraft Canada	14082731185
CGJPW	2009	Aerospatiale Helicopter	AC - Aircraft Canada	14082731316
CGAVA	1975	BELL, MODEL 205A1-17B	AC - Aircraft Canada	14090519377
2BPSVCFE0FV000066	2015	SKI-DOO FREERIDE 154	MV - Motor Vehicle	14091127545
CFWCE	1978	BELL 206 LONGRANGER S/N 4	AC - Aircraft Canada	14100318351
2BPSTCFB6FV000066	2015	ski doo summit x 154	MV - Motor Vehicle	14100628521
2BPSVAFE5FV000066	2015	NA SKIDOO	MV - Motor Vehicle	14111219073

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2TLDL4334FB000066	2015	TREMCAR TC-407	TR - Trailer	14111813579
CFWAG	1976	Piper PA-31-350	AC - Aircraft Canada	14112112229
CGTVA	1997	BELL HELICOPTER 206B3	AC - Aircraft Canada	14120537974
2BPSCEFDXFV000066	2015	SKI DOO SUMMIT E/S	MV - Motor Vehicle	14121921492
HHKHHR01HE0000066	2014	HYUNDAI 15BRP-7	MV - Motor Vehicle	15010908483
CGVWE	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15011215527
CFPCP	2001	BEECHCRAFT KING AIR 350	AC - Aircraft Canada	15011426283
CGXUN	1975	CESSNA 172-M	AC - Aircraft Canada	15012203468
2BPSCCFB6FV000066	2015	SKI DOO SUMMIT 600 SP	MV - Motor Vehicle	15021213115
CGWEF	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15021216834
CGWEQ	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15032328386
CGNWT	2014	Beechcraft Corp. B200GT	AC - Aircraft Canada	15033113574
CGATK	2014	Beechcraft Corp. B200GT	AC - Aircraft Canada	15033113574
CGNPU	2006	Eurocopter AS350B2 4187	AC - Aircraft Canada	15040218142
LCXRSAS30EX000066	2015	XY POWER 1100 UTV 4X4	MV - Motor Vehicle	15040923990
CGWEU	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15042806844
YV4612HL4F1000066	2015	VOLVO V60	MV - Motor Vehicle	15050413708

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1HFTE3320F4000066	2015	HONDA ALL TERRAIN VEH	MV - Motor Vehicle	15051200119
CGTJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	15051320724
HFT09PF0000066	2015	HYUNDAI / 110D-7A	MV - Motor Vehicle	15051531202
CGAQT	2014	Bell Helicopter 407	AC - Aircraft Canada	15060937635
CGDEN	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15062208361
CGEEN	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15071513499
CGPWT	1976	BELL 205 A-1	AC - Aircraft Canada	15073105927
CGPWT	1978	BELL 205 A-1	AC - Aircraft Canada	15073105927
CGTFK	1979	AEROSPATIALE AS350D	AC - Aircraft Canada	15073105927
CGTNK	1979	BELL 206B	AC - Aircraft Canada	15073105927
CGTFK	1979	EUROCOPTER AS350D	AC - Aircraft Canada	15073105927
CGPWT	1976	BELL 205 A-1	AC - Aircraft Canada	15073106365
CGPWT	1978	BELL 205 A-1	AC - Aircraft Canada	15073106365
CGTFK	1979	AEROSPATIALE AS350D	AC - Aircraft Canada	15073106365
CGTNK	1979	BELL 206B	AC - Aircraft Canada	15073106365
CGTFK	1979	EUROCOPTER AS350D	AC - Aircraft Canada	15073106365
CGRXX	1998	BEECHCRAFT KING AIR 350	AC - Aircraft Canada	15092825271

**Personal Property Registry
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CGTTM	1982	FAIRCHILD MERLIN IVC	AC - Aircraft Canada	15092825271
CGRUU	2000	BEEHCRAFT KING AIR 350	AC - Aircraft Canada	15092825271
CGKQA	2011	BOMBARDIER DHC-8 SERIES	AC - Aircraft Canada	15092916799
CGKQD	2011	BOMBARDIER DHC-8 SERIES	AC - Aircraft Canada	15092917211
CGKQE	2011	BOMBARDIER DHC-8 SERIES	AC - Aircraft Canada	15092917313
CGKQF	2011	BOMBARDIER DHC-8 SERIES	AC - Aircraft Canada	15092917408
LCELDUS32D6000066	2013	CF MOTO SNYPER 600 EFI	MV - Motor Vehicle	15101913835
2BPSCFFB4FV000066	2015	SKI-DOO SUMMIT SP 163 E/S	MV - Motor Vehicle	15110612948
CGENU	2015	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	15112433551
CGXJA	2005	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	15120418681
2BPSCDEB9EV000066	2014	Skidoo Summit SP	MV - Motor Vehicle	15120806179
CGNJA	2004	BOMBARDIER CL-600-2B19	AC - Aircraft Canada	15121105819
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	15121825959
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	15121826034
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	15121826078
CGAAU	1996	BEEHCRAFT 1900D	AC - Aircraft Canada	15121826137
CGREV	1978	Aerospatiale AS 350 BA	AC - Aircraft Canada	15122213884

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CGRDT	2004	Robinson R44 II	AC - Aircraft Canada	15122213884
CGAEN	2000	Cessna 172S	AC - Aircraft Canada	15122213884
CGAEJ	2002	Robinson R44	AC - Aircraft Canada	15122213884
CGTQU	1972	Bell 206B	AC - Aircraft Canada	15122213884
CGAEE	2002	Robinson R44	AC - Aircraft Canada	15122213884
CFDQG	2005	Robinson R44 II	AC - Aircraft Canada	15122213884
CGEMK	2006	Eurocopter EC120B	AC - Aircraft Canada	15122213958
CGEMK	2006	Eurocopter EC120B	AC - Aircraft Canada	15122214226
CFDQG	2005	Robinson R44 II	AC - Aircraft Canada	15122214226
CGAEE	2002	Robinson R44	AC - Aircraft Canada	15122214226
CGAEJ	2002	Robinson R44	AC - Aircraft Canada	15122214226
CGAEN	2000	Cessna 172S	AC - Aircraft Canada	15122214226
CGRDT	2004	Robinson R44 II	AC - Aircraft Canada	15122214226
CGTQU	1972	Bell 206B	AC - Aircraft Canada	15122214226
CGREV	1978	Aerospatiale AS 350 BA	AC - Aircraft Canada	15122214226
CMFX6X	2006	Ditch Witch FX60 Tandem	TR - Trailer	16021233519
CGTWE	2016	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	16022201691

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CFMCE	1998	Cessna 1825	AC - Aircraft Canada	16022230621
2BPSUGFCXFV000066	2015	SKIDOO RENEGADE B/C 800	MV - Motor Vehicle	16022400634
CFNCN	1969	BEECH KING AIR B90	AC - Aircraft Canada	16030107186
535D2ZP13B2000066	2010	FOURWINNS SINGLE	TR - Trailer	16032818365
CGDFW	1986	JETSTREAM 31	AC - Aircraft Canada	16041238636
CGWEX	1988	BAE Jetstream 31	AC - Aircraft Canada	16041238636
CFVGF	1988	ATR 42-300	AC - Aircraft Canada	16042028129
CGRDU	2007	DIAMOND DA 40	AC - Aircraft Canada	16050425006
CGTWN	1999	EUROCOPTER AS355N	AC - Aircraft Canada	16051736640
CGMNM	1989	BEECH AIRCRAFT	AC - Aircraft Canada	16053123597
CGMNM	1989	BEECH AIRCRAFT	AC - Aircraft Canada	16060138924
CFVGP	1989	ATR 42-300	AC - Aircraft Canada	16060821825
CGENK	2016	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	16061613993
CGXDX	1959	CESSNA 182B	AC - Aircraft Canada	16072740489
JYARN47N4GA000066	2016	Yamaha XSR900	MV - Motor Vehicle	16072840485
CGVEN	2016	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	16080229249
CGTEJ	2008	Robinson R44 Raven II	AC - Aircraft Canada	16081222547

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CGTEJ	2008	Robinson R44 Raven II	AC - Aircraft Canada	16081222684
CGANU	1992	Boeing 737-55D	AC - Aircraft Canada	16083122927
CFCPV	1973	Dehavilland DHC-6-300	AC - Aircraft Canada	16092109375
CGJDE	1975	Dehavilland DCH-6-300	AC - Aircraft Canada	16092109596
CGKTM	1988	DEHAVILLAND DHC-6-300	AC - Aircraft Canada	16092636028
CGKVN	1986	DEHAVILLAND DHC-6-300	AC - Aircraft Canada	16092636645
CGJEN	2016	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	16102610579
CGEMJ	1988	Eurocopter Helicopter	AC - Aircraft Canada	16110905293
CGENP	1966	CESSNA 337A	AC - Aircraft Canada	16120518301
CGWEN	2016	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	16120523247
2BPSCFHD2HV000066	2017	SKI DOO 850 SUMMIT SP NE	MV - Motor Vehicle	16122119727
CFRNC	1998	BEECHCRAFT 1900D	AC - Aircraft Canada	17011115912
CFCJE	1989	de Havilland DHC-8-102	AC - Aircraft Canada	17011722135
CGRDF	1983	PIPER AIRCRAFT PA-42	AC - Aircraft Canada	17020823427
CGDFW	1986	Jetstream 31	AC - Aircraft Canada	17022313389
CGKWE	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17022325399
WVGDK6A94AD000066	2010	Volkswagen Touareg	MV - Motor Vehicle	17022407090

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CGDPA	1980	Boeing 737-200	AC - Aircraft Canada	17032136650
CGDPA	1980	Boeing 737-200	AC - Aircraft Canada	17040621777
CGPWE	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17041121677
CGENV	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17042020397
MLHPC5663H5000066	2017	HONDA MOTORCYCLE	MV - Motor Vehicle	17050203245
4X4FRSP23G5000066	2016	FOREST RIVER RIVERSTONE	MV - Motor Vehicle	17051216544
CGWJK	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17052315374
566S21R11G2000066	2016	REC BOAT SINGLE AXLE 20	TR - Trailer	17052918799
CFDNG	1989	DEHAVILLAND DHC-8-102	AC - Aircraft Canada	17060712958
CFDNG	1989	DEHAVILLAND DHC-8-102	AC - Aircraft Canada	17060712980
CFCNU	1981	Bell 212	AC - Aircraft Canada	17060734386
CGWEJ	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17061533401
CFDNG	1989	de Havilland DHC-8-102	AC - Aircraft Canada	17063024512
2BPSVCFB3FV000066	2015	Bombardier Free Ride 800	MV - Motor Vehicle	17071127397
CGWUE	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17081804504
CGDEW	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17090517380
CFKCW	1982	Beech Aircraft Corp. B200	AC - Aircraft Canada	17090614705

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CFGWR	1998	Raytheon Aircraft Co B200	AC - Aircraft Canada	17090614705
CGWVT	1975	Cessna Aircraft Co U206F	AC - Aircraft Canada	17090614705
48HSA182511000066	2001	SOONER 3 HORSE GOOSE NECK	MV - Motor Vehicle	17092535192
CGWFE	2017	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	17101727901
066	2000	TEREX-PEINER SK-315	TR - Trailer	17102425919
066	2000	TEREX-PEINER SK-315	TR - Trailer	17102430352
2BPSCFHB4HV000066	2017	SKI-DOO SUMMIT 165 2.5	MV - Motor Vehicle	17110100612
2BPSCEJC0JV000066	2018	SKIDOO SUMMIT SP 154 850	MV - Motor Vehicle	17110201816
HLM05VE0000066	2014	HYUNDAI HL757TM-9A	MV - Motor Vehicle	17120835011
CGDKD	1981	Societe Nationale AS350	AC - Aircraft Canada	17122226138
CGATX	1980	Societe Nationale AS350	AC - Aircraft Canada	17122226138
CGTPF	1995	Eurocopter AS350	AC - Aircraft Canada	17122226138
CGJQN	1978	Sikorsky S61N	AC - Aircraft Canada	17122226138
CGFQP	1973	Bell 212	AC - Aircraft Canada	17122226138
CGDUF	1980	Societe Nationale AS350	AC - Aircraft Canada	17122226138
CGDWJ	1990	Aerospatiale AS350	AC - Aircraft Canada	17122226138
CGDWM	1991	Aerospatiale AS350	AC - Aircraft Canada	17122226138

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CGJQN	1978	SIKORSKY S61N	AC - Aircraft Canada	17122729534
CGTPF	1995	EUROCOPTER AS350	AC - Aircraft Canada	17122729534
CGATX	1980	SOCIETE NATIONALE AS350	AC - Aircraft Canada	17122729534
CGDKD	1981	SOCIETE NATIONALE AS350	AC - Aircraft Canada	17122729534
CGDWM	1991	AEROSPATIALE AS350	AC - Aircraft Canada	17122729534
CGDWJ	1990	EUROCOPTER AS350	AC - Aircraft Canada	17122729534
CGDUF	1980	SOCIETE NATIONALE AS350	AC - Aircraft Canada	17122729534
CGFQP	1973	BELL 212	AC - Aircraft Canada	17122729534
2BPSUJEA5EV000066	2014	SKIDOO RENEGADE BACKCOUNTRY	MV - Motor Vehicle	18010317218
CFRNG	1992	EUROCOPTER AS350B2	AC - Aircraft Canada	18010536354
CGFKK	2008	SOCATA TBM 850	AC - Aircraft Canada	18012311518
CGVTP	1983	PIPER PA28181 ARCHER II	AC - Aircraft Canada	18020929607
CFCWJ	1991	EUROCOPTER AS350B2	AC - Aircraft Canada	18021318327
CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	18021413451
CGWRE	2018	Bombardier Inc. DHC-8-402	AC - Aircraft Canada	18022126212
2BPSCJJB3JV000066	2018	SKI DOO SUMMIT SP 175 850	MV - Motor Vehicle	18022200149
CGTDX	2012	Thrush 510	AC - Aircraft Canada	18022309311

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2BPSCFGD2GV000066	2016	SKI-DOO SUMMIT 800 ETEC MV - Motor Vehicle		18030201242
CFRNC	1998	Beechcraft 1900D	AC - Aircraft Canada	18032116897
CFNNC	1977	Hawker Beechcraft KingAir	AC - Aircraft Canada	18032116897
CGDFT	1978	Hawker Beechcraft KingAir	AC - Aircraft Canada	18032116897
CGDFN	1978	Hawker Beechcraft KingAir	AC - Aircraft Canada	18032116897
CGAQN	2000	Bombardier DeHavilland	AC - Aircraft Canada	18032116897
CGVNN	1970	Mooney Aircraft Corp M10	AC - Aircraft Canada	18032807099
GEFCEXMP	1970	PARKWOOD	MH - Mobile Home	18032935217
CGQDR	2002	EUROCOPTER AS350B2/SD2	AC - Aircraft Canada	18041005922
CGTUW	2016	AIR TRACTOR 502B	AC - Aircraft Canada	18041833617
HHKHW501KJ0000066	2018	HYUNDAI HL955TM	MV - Motor Vehicle	18042608220
CGFAK	1979	Aerospatiale/AS 350D	AC - Aircraft Canada	18042729228
CGEWR	2016	Bombardier DHC-8-402	AC - Aircraft Canada	18050307861
CGKRW	1983	Bell 206L-1	AC - Aircraft Canada	18050405579
CGXNA	2009	QUEST KODIAK 100	AC - Aircraft Canada	18071341755
CMWJT100VB0000066	2017	DW JT100	MV - Motor Vehicle	18071643565
F0GGUARD	2017	JD 250GLC	MV - Motor Vehicle	18080237888

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CGEMJ	1988	EUROCOPTER	AC - Aircraft Canada	18080927363
YV4612HL4F1000066	2015	Volvo V60 2015.5	MV - Motor Vehicle	18081716138

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