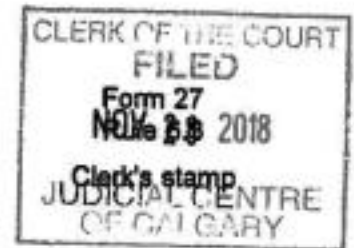


Court File Number 1801-09188
Court COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre CALGARY



IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC.,
RANCH ENERGY CORPORATION, 1734163 ALBERTA INC.,
1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP
INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY
SERVICES INC. and K.L. CAPITAL CORP.

IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3, as amended

Applicant THIRD EYE CAPITAL CORPORATION
Respondents RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163
ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD.,
OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC.,
OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.

Document AFFIDAVIT
(Volume 1 of 2)

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Contact Information of
Party Filing this
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Lawyers for the Applicant, Third Eye Capital Corporation
File No.: 120538-1037

SEVENTH AFFIDAVIT OF MARK HORROX

Sworn on November 27, 2018.

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

1. I am a Principal at Third Eye Capital Corporation ("TEC"). I have been directly involved with the accounts of Ranch Energy Corporation ("Ranch"), OpsMobil Inc. ("OpsMobil"), 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc., and K.L. Capital Corp. (collectively, the "Debtors"). I have personal knowledge of the matters deposed to in this Affidavit, except when stated to be based upon information and belief, in which case I believe the same to be true.
2. I am duly authorized to swear this Affidavit on behalf of TEC.
3. As will be described in greater detail below, TEC is the first ranking secured creditor of the Debtors, and in this capacity, on June 26, 2018, made an application in this Court file (the "**Receivership Application**") for orders appointing Ernst & Young Inc. ("E&Y" or the "**Receiver**") as receiver to the assets, undertakings and properties of the Debtors, which application was granted on July 19, 2018.
4. This Affidavit is made in response to the application filed by ECN Aviation Inc. ("ECN") on November 18, 2018 (the "**ECN Application**"), in which ECN seeks orders declaring, *inter alia*, that it has a first-ranking security interest in, and is entitled to take possession of the following assets:
 - (a) "One (1) 1998 Eurocopter model AS350BA-FX-2 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 ("C-FXHP"); and
 - (b) 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 ("C-GEMU");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 related to the airframes, engines, propellers or auxiliary power unit, as the case may be, and any property substituted for any of the foregoing (collectively, the "**ECN Aircraft**"), and for certainty, including any parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangibles, personal property and other equipment from the ECN Aircraft that have been removed from the ECN Aircraft or installed on other aircraft." (our underlining)

5. TEC contests in part the relief sought by ECN in its application, insofar as:
 - (a) ECN purports to be authorized to take possession of a Power Train (as defined below) over which TEC holds first-ranking security, which was installed by OpsMobil on C-GEMU after having been removed from aircraft C-GEMK (as defined below);
 - (b) ECN purports to be authorized to take possession of parts, components and other accessories that have been removed from the ECN Aircraft and installed on other aircraft over which TEC holds first-ranking security, without clearly identifying the parts, components and other accessories targeted by this order, without due regard to the PPSA principles of accession which I am told govern this matter.
6. This Affidavit is also made in response to (i) the Affidavit of Mr. Algis Vaitonis sworn on November 18, 2018 (the "**First Vaitonis Affidavit**"), (ii) the Affidavit of Allison Endersby sworn on November 21, 2018, and (iii) the Second Affidavit of Mr. Algis Vaitonis sworn on November 26, 2018 (the "**Second Vaitonis Affidavit**"), which I have read and which I believe exclude certain key facts relevant to the relief sought in the ECN Application.

I. TEC'S LOAN AND SECURITY DOCUMENTS

7. As previously described in my earlier affidavits, including in particular, my affidavit dated June 26, 2018 (the "**First Horrox Affidavit**"), TEC, in its capacity as administrative agent, entered into a series of loan and security documents with the Debtors. Capitalized terms used but not defined in this Affidavit have the meanings given to them in the First Horrox Affidavit.
8. For the purpose of this affidavit, I will rely on the descriptions contained in the First Horrox Affidavit, however I will also outline and reiterate certain key loan and security documentation in connection with the issues arising from the ECN Application, and in particular, TEC's security over the Power Train (as defined below).
9. On or about December 23, 2015, TEC, as administrative agent for the Ops Lenders, OpsMobil, as borrower, the Corporate Guarantors¹, Roch Dallaire ("**Dallaire**") and Ryan Tobber ("**Tobber**", collectively with Dallaire and the Corporate Guarantors, the "**Guarantors**") executed or later became parties to the Credit Agreement (as such agreement may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced, from time to time, the "**Credit Agreement**"), pursuant to which TEC committed to make the following credit facilities available to OpsMobil:
 - (a) a revolving credit facility of \$3,000,000; and
 - (b) a term credit facility of \$7,000,000.

A copy of the Credit Agreement is marked as **Exhibit "A"** and attached hereto.

¹ For ease of reference, the Corporate Guarantors are defined in the First Horrox Affidavit as being, collectively, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp.

10. On December 23, 2015, or pursuant to subsequent attornment agreements, several guarantee agreements were entered into, including, a Guarantee (the "**Omnibus Guarantee**"), pursuant to which each of the Corporate Guarantors irrevocably and unconditionally guaranteed to the Ops Lenders the due and punctual payment, and the due performance of all of OpsMobil's debts, liabilities and obligations, present or future, pursuant to the Credit Agreement. A copy of the Omnibus Guarantee is marked as **Exhibit "B"** and attached hereto.
11. On December 23, 2015, several security agreements were also entered into between the Debtors, the Guarantors and TEC, including, without limitation, a *Security Agreement* (the "**Omnibus Security Agreement**") pursuant to which OpsMobil and each of the Corporate Guarantors granted to TEC, for the benefit of the Ops Lenders, a security interest in all of their respective property and undertaking, whether present or future, as security for the payment of their obligations under the Credit Agreement and the Omnibus Guarantee, as applicable. A copy of the Omnibus Security Agreement is marked as **Exhibit "C"** and attached hereto.
12. Section 2.1 of the Omnibus Security Agreement provides that TEC shall have security over the following property:

"Section 2.1 [...]

(b) the Aircraft Object, including the Aircraft Object of such Obligor, if any listed on Schedule A;

[...] all substitutions and replacements of an increases, additions and, where applicable, accessions to the property described in Section 2.1(a) through Section 2.1(l) inclusive; [...]"
13. Schedule A to the Omnibus Security Agreement lists the specific "*Aircraft Objects*" on which TEC has security, and includes, *inter alia*, Eurocopter (Model EC120B) bearing manufacturer's serial number 1427 and registration mark C-GEMK (together with all installed, incorporated or attached accessories, parts and equipment, "**C-GEMK**").
14. The Omnibus Security Agreement was amended pursuant to a *First Amending Agreement* dated April 8, 2016 (marked as **Exhibit "D"** and attached hereto) and a *Second Amending Agreement* dated July 11, 2016 (marked as **Exhibit "E"** and attached hereto), and was supplemented pursuant to a *Supplemental Agreement* dated April 8, 2016 (marked as **Exhibit "F"** and attached hereto) and a *Supplemental Agreement* dated July 11, 2016 (marked as **Exhibit "G"** and attached hereto).
15. The Omnibus Security Agreement was also amended pursuant a *Supplemental Agreement* dated July 10, 2017 (marked as **Exhibit "H"** and attached hereto).
16. The Ops Lenders registered their security interests granted by OpsMobil and the Corporate Guarantors in the Alberta Personal Property Registry (the "**PPR**") on December 22, 2015. Attached hereto and marked as **Exhibit "I"** through "**M"** are copies of the Alberta Personal Property Registry search reports, dated June 25, 2018, in respect of certain of the Debtors and Corporate Guarantors.

II. THE POWER TRAIN

17. I am advised that in January 2016, several parts of C-GEMK over which TEC had registered first-ranking security (collectively referred to as the "**Power Train**") were removed from C-GEMK pursuant, at least in part, to work order 21105, and installed, at least in part, on C-GEMU pursuant to work order 21113, including the following :

(a) Rotor Blades and Main Rotor Head:

- i. Main rotor blade, part number C621A1006103, serial number 3008;
- ii. Main rotor blade, part number C621A1006102, serial number 588;
- iii. Main rotor blade, part number C621A1006101, serial number 433;
- iv. Main rotor head assembly, part number C622A0-1010-58, serial number M547.

(b) Main Gearbox Assembly:

- i. Transmission removed as complete assembly with rotor head and hydraulic servos attached;
- ii. Swashplate part number C623A1110059, serial number M703;
- iii. Epicyclic module, part number C632D0101052, serial number M/572;
- iv. Main Gear Box (MGB) Main Module, part number C632A0-2010-54, serial number M588;
- v. Servos, part number SC5091, serial numbers 1575, 1577 and 1481.

A copy of the work orders 21105 and 21113 are marked as **Exhibit "N"** and attached hereto. It is not currently clear that the above component list represents all the parts of C-GEMK that have been removed and installed on C-GEMU.

18. TEC was not advised by OpsMobil that it was removing the C-GEMK Power Train to install it on C-GEMU and it is my view that said removal was done by OpsMobil in breach of Section 4.1(c) of the Omnibus Security Agreement (Exhibit "C") and Sections 6.1(z) and (aa) of the Credit Agreement.
19. Following the execution of these work orders, but before ECN began to realize on its security on the ECN Aircraft, it is my understanding, from reading the Vaitonis Affidavit, that ECN ordered the following inspections of the ECN Aircraft:
- (a) an inspection by Heli Appraisals International on June 22 and 23, 2017 ("**Inspection 1**"). A copy of the Inspection 1 report is filed as Exhibit "15" to the Vaitonis Affidavit);
 - (b) an inspection by Sean Kennedy, a Technical Representative at ECN, on October 11 and 12, 2017 ("**Inspection 2**"). A copy of the Inspection 2 report is filed as Exhibit "17" to the Vaitonis Affidavit; and
 - (c) an inspection by Sean Kennedy on March 19 and 20, 2018 ("**Inspection 3**"). A copy of the Inspection 3 report is filed as Exhibit "18" to the Vaitonis Affidavit.

20. In light of these reports, I believe that as of October 2017, at the latest, ECN was fully aware that parts from C-GEMK, an EC120 helicopter on which TEC had registered first-ranking security, had been removed and installed on C-GEMU, an EC120 helicopter over which ECN had registered first-ranking security. I believe that it is worth noting that at this time, OpsMobil had only two EC120 aircraft, i.e. C-GEMK and C-GEMU.
21. In fact, the Inspection 2 report (Exhibit "17" to the Vaitonis Affidavit) states the following:

"8. The company has another EC120, C-GEMK, and robs parts from it to service C-GEMU. This appears to be a trend in the company."
22. TEC was wholly unaware of these inspection reports, and in particular, the fact that parts on which it held first-ranking security, including the Power Train, were being removed to service C-GEMU.
23. I understand that the power train removed from the ECN Aircraft remains at one of OpsMobil's hangars, and arrangements could be made to return this power train to the ECN Aircraft concurrently with receipt of the Power Train from ECN, together with any ancillary parts that originated from C-GEMK.

III. REALIZATION EFFORTS BY EACH OF ECN AND TEC

24. I am informed that on May 11, 2018, despite knowing that C-GEMU included parts (i.e. the Power Train) on which TEC had a first-ranking security interest, ECN ordered bailiffs from Allied Shortridge Civil Enforcement Agency Inc. to seize the ECN Aircraft, including all component parts of C-GEMU.
25. On June 6, 2018, in response to, *inter alia*, the ongoing various defaults under both the Credit Agreement and the Promissory Note (which defaults are described in greater detail in the First Horrox Affidavit), TEC issued and delivered to each of the Debtors a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (collectively, the "NOIs"), in which the Debtors were formally advised that, as a result of the continuing events of default under the Credit Agreement and the Promissory Note, as applicable, TEC intended to enforce its rights pursuant to the Ops Security Agreements and the Ranch Security Agreements, as applicable. The NOIs are marked as Exhibit "OO" to the First Horrox Affidavit.
26. On June 26, TEC filed the Receivership Application, however on July 4, 2018, in light of a competing petition for the issuance of an initial order filed by the Debtors pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "CCAA"), this Court issued an Order for Interim Stay in Court file number 1801-09424 (the "Interim Stay Order"). Pursuant to the Interim Stay Order, the CCAA application was adjourned to July 10, 2018, to be heard in conjunction with the Receivership Application.
27. On July 10, 2018, this Court issued, with the consent of TEC, an initial order pursuant to the CCAA (the "Initial Order") in Court file number 1801-09424, Ernst & Young Inc. was appointed to act as monitor of Ranch and TEC's Receivership Application was adjourned *sine die*.

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

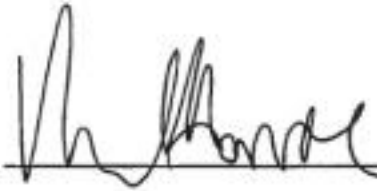
IV. CONCLUSION

29. On or around October 4, 2018, in the context of discussions to resolve the litigation with Airborne Energy Solutions Inc. ("**AES**"), TEC was informed by AES, and to the best of my knowledge for the first time, that the C-GEMK Power Train had been removed and installed on C-GEMU. As a result, I called Mr. Vaitonis on or around October 5, 2018 to let him know that our Power Train was erroneously installed on C-GEMU, and that we would need to make arrangements to return the equipment to the C-GEMK. These conversations continued into November, 2018.
30. Subsequently, on November 16, 2018, while continuing discussions with Mr. Algis Vaitonis about this matter, Mr. Vaitonis confirmed that he was fully aware of the fact that the Power Train currently installed on C-GEMU had been removed from C-GEMK.
31. I would note for the record that Mr. Vaitonis worked at TEC for around five (5) years up until January 2016, and most recently, as a Principal. Consequently, Mr. Vaitonis was employed by TEC when the Credit Agreement and the Omnibus Security Agreement were put in place and is aware of the all-asset liens that customarily make up TEC's collateral packages, and I therefore believe that he reasonably ought to have known, even before the results of his October 2017 inspection reports were in hand, that TEC holds first-ranking security in the Power Train, given that the components therein originated from C-GEMK, which itself was specifically listed as security as an "Aircraft Object" under the Omnibus Security Agreement.
32. On November 23, 2018, in light of the allegations in the Vaitonis Affidavit, I instructed TEC's counsel to obtain additional information, including, *inter alia*, a confirmation as to the exact parts of the Power Train that are currently installed on C-GEMU, over which ECN is attempting to take possession. A copy of the November 23, 2018, written interrogatories sent by Stikeman Elliott LLP to ECN's counsel is marked as **Exhibit "O"** and attached hereto.
33. On November 26, 2018, ECN filed the Second Vaitonis Affidavit in response to these written interrogatories. In the Second Vaitonis Affidavit, Mr. Vaitonis seeks to claim that despite the Inspection 2 report, ECN was not aware that the Power Train had been replaced in C-GEMU, nor was it aware that TEC had any sort of security interest in C-GEMK. I believe that these claims are self-serving and unlikely, since TEC had a clear registered right in C-GEMK at the PPR, which ECN, acting reasonably, should have checked prior to seizing the ECN Assets, knowing full well, as at May 11, 2018, that one of the ECN Assets contained parts that had been robbed from another aircraft (C-GEMK), on which ECN did not hold any security interest.
34. Accordingly, I believe that ECN had knowledge of TEC's security interest in the Power Train at the time that it seized C-GEMU, and as such, any rights that it may have as regards to the seizing and disposition of C-GEMU must exclude the Power Train, on which TEC continues to hold a first-ranking security interest.

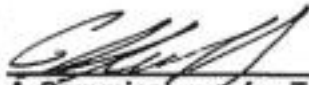
35. I swear this affidavit in connection with TEC's partial contestation of the ECN Application and not for any improper purpose.

SWORN (OR AFFIRMED) BEFORE
ME at Toronto, this 27th
day of November, 2018.

Notary Public


_____
_____

This is Exhibit "A" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



OPSMOBIL INC.

as Borrower

and

**1734163 ALBERTA INC., 1859821 ALBERTA INC., 810807 ALBERTA LTD., AIR
DALLAIRE LTD., GEMINI HELICOPTERS INC., LYNN'S HELICOPTER LEASING
LTD., ROCH DALLAIRE, RYAN TOBBER and SUCH OTHER PERSONS WHO
BECOME GUARANTORS FROM TIME TO TIME**

as Guarantors

and

**THE LENDERS LISTED
ON THE SIGNATURE PAGES**

as Lenders

and

THIRD EYE CAPITAL CORPORATION

as Administrative Agent

CREDIT AGREEMENT

December 23, 2015

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CREDIT AGREEMENT

Credit Agreement dated as of December 23, 2015 among OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., Roch Dallaire, Ryan Tobber and such other guarantors from time to time party hereto, as Guarantors, the lenders from time to time party hereto, as Lenders, and Third Eye Capital Corporation, as Administrative Agent.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"173" means 1734163 Alberta Inc.

"185" means 1859821 Alberta Inc.

"Accounts" means any and all of the Corporate Credit Parties (other than 173 and ADL) now existing and future "accounts" (as defined in the PPSA), and any and all other claims or receivables (whether or not specifically listed on schedules furnished to the Administrative Agent), including, without limitation, all accounts or claims created by, or arising from, any Person's sales, leases, rentals of goods or renditions of services to its customers, including, but not limited to, those accounts arising under any such Person's trade names or styles, or through any such Person's divisions; (b) any and all instruments, documents, chattel paper (including electronic chattel paper); (c) tax refunds; (d) the proceeds or royalties of any and all licensing agreements or arrangements between any such Person and any licensee of any of such Person's Intellectual Property or other intangible or incorporeal property; (e) any proceeds of any and all of the foregoing; and (f) all monies and claims for monies now or hereafter due and payable in connection with any and all of the foregoing or otherwise.

"Account Debtor" means each Person obligated to a Corporate Credit Party in any way on or in connection with an Account.

"Activating Notice" has the meaning specified in Section 2.10(3).

"ADL" means Air Dallaire Ltd.

"Administrative Agent" means Third Eye Capital Corporation as administrative agent for the Lenders under this Agreement, and any successor appointed pursuant to Section 9.8.

"Advance" means an advance made by a Lender pursuant to Article 3.

"Advances Outstanding" means, (a) in relation to the Borrower and any Lender at any time under a Facility, an amount equal to the sum of the aggregate principal

amount of all outstanding Advances made by the Lender under such Facility and (b) in relation to the Borrower and all Lenders at any time under a Facility means the sum of the Advances Outstanding to each Lender under such Facility.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means this credit agreement as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time.

"Aircraft" means (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.

"Airframe" means collectively (i) the airframes described in Schedule 5.1(rr)(vii), (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, after removal from such airframe(s), and (iii) all replacements, renewals and additions made to the foregoing in accordance with this Agreement.

"Annual Business Plan" means, for any Financial Year, the annual business plan of the Borrower prepared on a consolidated basis, with financial projections and budgets on an annual basis, in each case consisting of a balance sheet, statement of income, statement of cash flows, proposed capital expenditures and a list of assumptions upon which such projections are based.

"Anti-Terrorism Laws" means any law, judgment, order, executive order, decree, ordinance, rule or regulation of any Governmental Authority related to terrorism financing or money laundering, including Part II.1 of the *Criminal Code*, R.S.C. 1985, c.C-46, as amended, the *Proceeds of Crime (Money Laundering) and Terrorist Financing*

Act, S.C. 2000, c. 17 as amended, regulations promulgated pursuant to the *Special Economic Measures Act*, S.C. 1992, c. 17 and the *United Nations Act*, R.S.C. 1985, c. U-2, in each case, as amended.

"Applicable Law" means, (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, determination, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other written approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the Assets of such Person, in each case whether or not having the force of law.

"Applicable Rate" with respect to the Term Facility means the Term Rate and with respect to the Revolver Facility means the Revolver Rate, provided that all Obligations not incurred with respect to the Revolver Facility will bear interest at the Term Rate.

"Asset" means, with respect to any Person, any property (including real property), assets and undertakings of such Person of every kind and wheresoever situated, whether now owned or hereafter acquired (and, for greater certainty, includes any Equity Securities or like interest of such Person in any other Person).

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of Exhibit 6 or any other form approved by the Administrative Agent.

"Associated Rights" has the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by any Corporate Credit Party under any Credit Document to which it is a party 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.

"Bank Account" means any bank account of a Credit Party, including the bank accounts set forth in Schedule 5.1(rr)(vi).

"Blocked Account Agreements" means the blocked account agreements among a Blocked Account Credit Party, the Administrative Agent and the relevant depository bank with respect to a Bank Account, in form and substance satisfactory to the Administrative Agent.

"Blocked Accounts" means the Bank Accounts of the Blocked Account Credit Parties that are subject to the Blocked Account Agreements.

"Blocked Account Credit Parties" means the Corporate Credit Parties, other than 173, ADL and 185.

"BMO Assignment Agreement" means the assignment and assumption agreement entered into between, *inter alia*, Third Eye Capital Corporation, as agent for the purchaser, and BMO Bank of Montreal dated November 12, 2015.

"Board of Directors" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person, (b) in the case of any limited liability company, the board of managers of such Person, (c) in the case of any partnership, the board of directors of the general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

"Borrower" means OpsMobil Inc., a corporation amalgamated under the laws of Alberta, and its successors and permitted assigns.

"Borrowing Base" means, at any time, the sum of (a) up to 70% of Eligible Receivables of the Borrower plus (b) up to the lesser of (I) 50% of the Eligible Inventory of the Borrower and (II) \$1,000,000.00, less (c) an amount equal to all applicable Reserves, at such time.

"Borrowing Base Certificate" means a certificate of the Borrower, substantially in the form of Exhibit 3, mathematically computing the Borrowing Base and signed on behalf of the Borrower by a Key Officer or other officer acceptable to the Administrative Agent.

"Buildings and Fixtures" means all plant, buildings, structures, erections, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) situate on any of the Subject Properties.

"Business" means the business carried on by the Borrower which comprises of providing specialized oilfield services solutions to the energy sector and certain associated aircraft charter services and which focuses on providing such services in respect of production management, pipeline surveillance and compliance and technical oilfield construction.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which chartered banks in Canada are closed for business in Toronto, Ontario or Calgary, Alberta.

"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.

"Capital Expenditures" means all capital expenditures as determined in accordance with GAAP made in connection with revenue growth opportunities and cost savings initiatives for the Corporate Credit Parties (other than 173 and ADL), including those capital expenditures made in connection with (a) the acquisition of new aircraft, (b) the construction of aircraft, (c) establishing operational facilities in a location outside of Canada, (d) new maintenance repair overhaul and manufacturing contracts, and (e) engineering projects to improve aircraft performance and create new sales opportunities, excluding expenditures made during such period in connection with the replacement, substitution or restoration of assets or properties.

"Capital Lease" means any lease which has been or should be capitalized on the books of the Borrower in accordance with GAAP.

"Cash Equivalents" means (a) investment grade securities issued, guaranteed or insured by the government of Canada or any province, or the United States of America or any state, and having terms to maturity of not more than one year, and (b) term deposits and certificates of deposit having maturities of not more than one year of any domestic commercial bank of recognized standing and investment grade credit rating having net capital in excess of \$500,000,000.00.

"Cash Proceeds of Realization" means the aggregate of (a) all Proceeds of Realization in the form of cash, and (b) all cash proceeds of the sale or disposition of non-cash Proceeds of Realization.

"Change of Control" means (a) the occurrence of any transaction or event as a result of which any Person or group of Persons (other than the Credit Parties or any of them) acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)) shall purchase or acquire legal or beneficial ownership, either directly or indirectly, of 50% or more (by voting power) of the outstanding Equity Securities of any Corporate Credit Party or (b) the direct or indirect Disposition of all or substantially all of the Assets of the Corporate Credit Parties to any Person or group of Persons (other than another Corporate Credit Party).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority, or (c) the making or issuance of any Applicable Law by any Governmental Authority.

"Closing Date" means the date of satisfaction or waiver of all conditions set out in Section 4.1 and the making available of the Facilities hereunder, or such other date as agreed by the Borrower and the Administrative Agent, on behalf of the Lenders.

"Closing Fee" means the closing fee in the amount of \$200,000.00 payable by the Borrower to the Administrative Agent in consideration of arranging the Credit Facility.

"Collateral" means any and all Assets in respect of which the Administrative Agent or any Secured Creditor has or is intended to have a Lien pursuant to a Security Document.

"Commitment" means, at any time, in respect of (a) the Term Facility, the Term Commitment, (b) the Revolver Facility, the Revolver Commitment, and (c) a Lender, the relevant amount designated as such opposite such Lender's name on the signature pages hereto (or as assigned to it pursuant to Section 10.8) with respect to the relevant Facility.

"Compliance Certificate" means a certificate of the Borrower substantially in the form of Exhibit 2, signed on its behalf by any Key Officer or other officer acceptable to the Administrative Agent.

"Contaminant" means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos in any form or condition, PCBs, or any hazardous or toxic constituent of any such substance or waste, in each case, which is listed or regulated under any Environmental Law.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"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.

"Corporate Credit Parties" means the Borrower and the Corporate Guarantors.

"Corporate Guarantors" means 173, 185, 810807 Alberta Ltd., ADL, Gemini Helicopters Inc. and Lynx's Helicopter Leasing Ltd. and any other Person who becomes a Corporate Guarantor from time to time.

"Credit Documents" means this Agreement, the Security Documents, the Blocked Account Agreements, the Subordination Agreement and all other documents executed and delivered to the Administrative Agent and the Lenders, or any of them, by the Credit Parties from time to time in connection with this Agreement or any other Credit Document.

"Credit Excess" means, as at a particular date with respect to a Facility, the amount, if any, by which the Advances Outstanding under such Facility as at the close of

business on such date exceeds the Revolver Lending Limit or the Term Commitment, as the case may be, as at the close of business on such date.

"Credit Parties" means the Borrower and the Guarantors.

"Debt" of any Person means (without duplication):

- (a) all indebtedness of such Person for borrowed money, including bankers' acceptances, letters of credit or letters of guarantee;
- (b) all indebtedness of such Person for the deferred purchase price of Assets or services, other than for Assets and services purchased in the ordinary course of business and paid for in accordance with customary practice and not represented by a note, bond, debenture or other evidence of Debt;
- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Assets acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Assets);
- (d) all obligations of such Person represented by a note, bond, debenture or other evidence of Debt;
- (e) all obligations under Capital Leases and all obligations under synthetic leases, in each case, in respect of which such Person is liable as lessee;
- (f) all obligations to purchase, redeem, retire or otherwise acquire for value (other than for other Equity Securities) any Equity Securities in the capital of the Person which, by their terms (or by the terms of any security into which they are convertible or for which they are exchangeable), or upon the happening of any event (i) mature or are mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) are redeemable for cash or debt at the sole option of the holder, or (iii) provide for scheduled payments of dividends in cash, in each case, on or prior to the Maturity Date; and
- (g) all Debt of another entity of a type described in clauses (a) through (f) which is directly or indirectly guaranteed by such Person.

The Debt of any Person shall include the Debt of any other entity (including a partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or relationship with such entity, except (other than in the case of general partner liability) to the extent that the terms of such Debt expressly provide that such Person is not liable therefor.

"Default" means an event which, with the giving of notice or passage of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

"Default Rate" means ten percent (10%) per annum.

"Depreciation Expense" means, for any period, depreciation, amortization and other non-cash expenses of the Borrower which non-cash expenses reduce Net Income for such period, determined on a consolidated basis in accordance with GAAP.

"Disposition" means, with respect to any Asset of any Person, any direct or indirect sale, lease (where such Person is the lessor), assignment, cession, transfer, exchange, conveyance, release or gift of such Asset, including by means of a sale and leaseback transaction, or any reorganization, consolidation, amalgamation or merger of such Person pursuant to which such Asset becomes the property of any other Person; and "Dispose" and "Disposed" have meanings correlative thereto.

"EBITDAR" means, for any period, Net Income increased, to the extent deducted in calculating Net Income, by the sum of (without duplication) (a) Interest Charges, (b) income taxes of the Corporate Credit Parties (other than 173 and ADL) and their Subsidiaries accrued in accordance with GAAP for such period, (c) Depreciation Expense, and (d) Rental Expenses associated with power-by-hour and aircraft dry lease expenses.

"Eligible Assignee" means any Person who is or becomes an assignee in accordance with this Agreement.

"Eligible Inventory" means original equipment manufacturer approved Engines, rotables (rotors and rotor blades), expendables, and other appliances or spare Parts of each of the Corporate Credit Parties (other than 173 and ADL) except Inventory that is:

- (a) not located at one of the Subject Properties;
- (b) not in the actual and exclusive possession of the Corporate Credit Parties (other than 173 and ADL);
- (c) not insured against types of loss, damage, hazards, and risks, and in amounts satisfactory to the Administrative Agent in its discretion;
- (d) installed on any Airframe;
- (e) damaged, defective, obsolete or unserviceable;
- (f) non-compliant with all original equipment manufacturer quality assurance recommendations;
- (g) not rehabilitated to a fully-serviceable condition;
- (h) lacks back-to-birth traceability;

- (i) subject to a pooling, exchange, borrowing, leasing, consignment or similar arrangement; or
- (j) non-conforming in all material respects to all applicable airworthiness directives, mandatory service bulletins, or standards, or limited imposed by any governmental authority that has regulatory authority over such inventory.

"Eligible Receivable" means all accounts receivable created by customers of the Corporate Credit Parties (other than 173 and ADL) in the ordinary course of business, and payable or dischargeable in accordance with customary trade terms, other than those accounts receivable that:

- (a) are owed by an Account Debtor who is resident of any country other than the United States of America or Canada, unless (i) the Borrower has first sought and received the prior written consent of the Administrative Agent to include such account in Eligible Receivables (which consent may be withheld in the Administrative Agent's sole discretion), and (ii) the payment of such account receivable is secured by a letter of credit with a face amount equal thereto or similar security satisfactory to the Administrative Agent;
- (b) are disputed or subject to a holdback (other than holdbacks for accounts generated pursuant to bonded construction contracts), claim of offset, return or rejection, or a contra account (including accounts owed by a customer who is also a supplier of creditor of any Corporate Credit Party (other than 173 and ADL));
- (c) arise in a transaction where goods are placed on consignment or are sold pursuant to a sale on approval, a bill and hold, or any other terms by reason of which the payment by the customer may be subject to conditions;
- (d) are not approved by the customer with respect to the percentage of contract completion;
- (e) are unpaid for more than 120 days after the original invoice date or more than 90 days after the original due date, except in circumstances where a Credit Party has negotiated extended terms to certain customers satisfactory to the Administrative Agent;
- (f) have any one account which exceeds a certain percentage, determined by the Administrative Agent in its sole discretion, of total accounts receivable;
- (g) are inter-company accounts receivable;
- (h) have a certain percentage determined by the Administrative Agent in its sole discretion, of total accounts receivable from a single customer which are deemed ineligible under the Administrative Agent's usual criteria for eligible receivables;

- (i) the Administrative Agent reasonably believes may not be paid by reason of the Account Debtor's financial circumstances;
- (j) are owed by an Account Debtor who has filed a petition for bankruptcy or any other petition for relief, made an assignment for the benefit of creditors, or against whom any petition or other application for relief under applicable bankruptcy legislation has been filed or who has suspended its business operations, become insolvent, or suffered a receiver, manager or trustee in bankruptcy to be appointed for any of its assets or affairs;
- (k) are owed by a Governmental Authority, unless such account receivable may be assigned to the Administrative Agent under Applicable Law and all steps reasonably required by the Administrative Agent in connection with such assignment shall have been duly taken (including notice to any such Governmental Authority);
- (l) are owed by an Account Debtor who is an individual;
- (m) are evidenced only by pre-bills; or
- (n) are not subject to a duly perfected security interest in favour of the Administrative Agent, ranking in priority to all other Liens, excepting only Permitted Liens.

"Engine" means (i) the engines described in Schedule 5.1(rr)(vii) hereto, whether or not from time to time installed on an Airframe or removed from an 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 6.1(bb) 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 in accordance with the terms of this Agreement.

"Environmental Laws" means, in respect of a Person, all Applicable Law and agreements between such Person and a Governmental Authority relating to pollution, public health, the protection of the environment, the release of hazardous substances, wastes, air emissions and discharges to waster or public systems, materials and occupational health and safety.

"Environmental Liabilities" means all liabilities imposed by, under or pursuant to Environmental Laws or which relate to the existence of Contaminants on, under or about the Subject Properties.

"Equipment" means each Corporate Credit Party's (other than that of 173 and ADL) now owned or hereafter acquired machinery, equipment, rolling stock, furniture, fixtures, and other tangible personal property (other than Inventory, including motor vehicles with respect to which a certificate of title has been issued, aircraft,

dies, tools, jigs, and office equipment, as well as all of such types of property leased by such Corporate Credit Party and all of such Corporate Credit Party's rights and interests with respect thereto under such leases (including, without limitation, options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

"Equity Securities" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

"Equivalent Amount" means, on any day with respect to any two currencies, the amount obtained in one such currency (the "first currency") when an amount in the other currency is converted into the first currency using the Royal Bank of Canada's spot rate for the conversion of the applicable amount of the other currency into the first currency in effect as of 10:00 a.m. (Calgary time) on such day, if such day is a Business Day or, if such day is not a Business Day, then on the immediately preceding Business Day, or, in the absence of such spot rate on such day, using such other rate as the Administrative Agent may reasonably select.

"Event of Default" has the meaning specified in Section 8.1.

"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 the Owner 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 a Governmental Authority 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; (v) the grounding of Aircraft due to any action by a governmental entity for a period in excess of forty five (45)

days; (vi) the operation of or location of Aircraft in any area excluded from coverage by any insurance policy in effect with respect to the Aircraft; and (vii) 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.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its net income and capital, and franchise taxes imposed on it (in lieu of net income and capital taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located and (c) in the case of a Foreign Lender, any withholding tax that is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 7.2(5).

"Extension Request" means a request to extend the Revolver Maturity Date substantially in the form of Exhibit 5.

"Facilities" means, collectively, the Revolver Facility and the Term Facility and "Facility" means any one of the Revolver Facility, or Term Facility.

"Fees" means the fees payable by the Borrower under this Agreement.

"Financial Quarter" means a period of three consecutive months in each Financial Year ending on March 31, June 30, September 30 and December 31 of such year.

"Financial Year" means, in relation to the Borrower, its financial year commencing on January 1 of each calendar year and ending on December 31 of such year.

"Foreign Lender" means, in respect of a particular Credit Party, a Lender that is not organized under the laws of the jurisdiction in which such Credit Party is resident for tax purposes by application of the laws of that jurisdiction and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Credit Document to be resident for income tax or withholding tax purposes in the jurisdiction in which such Credit Party is resident for tax purposes by application of the laws of that jurisdiction. For the purposes of this definition, Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" means, at any time, accounting principles generally accepted in Canada as recommended in the *CPA Canada Handbook - Accounting* at the relevant time applied on a consistent basis.

"Goods" means tangible personal property but excluding chattel paper, documents of title, instruments, money and investment property (as these terms are defined in the *Personal Property Security Act* (Alberta) from time to time).

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Guarantee" of or by any Person (in this definition, the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (in this definition, the "primary credit party") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Debt or other obligation, (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Debt or other obligation, or (e) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt against loss. The term "Guarantee" shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee in respect of Debt shall be deemed to be an amount equal to the stated or determinable amount of the related Debt (unless the Guarantee is limited by its terms to a lesser amount, in which case to the extent of such amount) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guarantor in good faith.

"Guarantors" means the Corporate Guarantors, the Individual Guarantors, and such other guarantors from time to time party hereto.

"Hazardous Materials" means any hazardous substance or any pollutant or contaminant, toxic or dangerous waste, substance or material including, without limitation, asbestos and PCBs.

"Impermissible Qualification" means, relative to the financial statements or notes thereto of the Borrower or the opinion or report of any independent auditors as to

such financial statements or notes thereto, any qualification or exception to such financial statements, notes, opinion or report, as the case may be, which (a) is of a "going concern" or similar nature or (b) relates to any limited scope of examination of material matters relevant to such financial statements, if such limitation results from the refusal or failure of the Borrower to grant access to necessary information within the power of the Borrower to so grant.

"Indemnified Taxes" means (a) Taxes other than Excluded Taxes, and, (b) to the extent not described in (a), Other Taxes.

"Indemnitee" has the meaning specified in Section 10.6(2).

"Individual Guarantors" means Roch Dallaire and Ryan Tobber and any other Person who becomes an Individual Guarantor from time to time.

"Information" has the meaning specified in Section 10.14(2).

"Intellectual Property" means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, recipes, methods, processes, designs, technology, technical data, schematics, formulae and customer lists and profiles, and documentation relating to any of the foregoing, (c) copyrights, copyright registrations and applications for copyright registration, (d) mask works, mask work registrations and applications for mask work registrations, (e) designs, design registrations, design registration applications and integrated circuit topographies, (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, and (g) any other intellectual property and industrial property.

"Interest Charges" means, for any period, for the Corporate Credit Parties (other than 173 and ADL) and their Subsidiaries, the sum (without duplication of amounts added) of (a) the aggregate amount of interest expense (including imputed interest with respect to capitalized loan fees and lease obligations) accrued during such period on a consolidated basis in accordance with GAAP and (b) all capitalized interest during such period.

"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.

"Inventory" means all inventory (as that term is defined in the PPSA) now owned or hereafter acquired by the Corporate Credit Parties (other than 173 and ADL).

"Investment" in any Person means (a) any advances, loans or other extensions of credit, Guarantees, indemnities or other contingent liabilities in the nature of a Guarantee or indemnity or capital contributions (other than prepaid expenses in the ordinary course of business) to such Person (by means of transfers of money or other Assets), (b) any purchase of any Equity Securities, bonds, notes, debentures or other securities of such Person, or (c) the acquisition of all or substantially all the Assets of such Person or of a business carried on by, or a division of, such Person.

"Key Officers" means, at any time, any of (a) Ryan Tobber, (b) Peter Kraus, (c) Karen Thompson, (d) Roch Dallaire and (e) such other senior officer of the Borrower as may be identified by the Administrative Agent from time to time.

"Leased Properties" means, collectively, the real properties forming the subject matter of the Leases and more particularly described in Schedule 5.1(j).

"Leases" means the leases, subleases, rights to occupy and licences of or relating to real property or Buildings and Fixtures to which any Credit Party is a party.

"Lenders" mean, collectively, the lenders set forth on the signature pages of this Agreement, and any Person who may become a Lender under this Agreement in accordance with Section 10.8.

"Lien" means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), conditional sale agreement, Capital Lease or other title retention agreement or arrangement, defect of title, adverse claim, set off arrangement (other than a set off arrangement arising in the ordinary course) or any other arrangement or condition that in substance secures payment or performance of an obligation.

"Life Insurance Policy" means a life insurance policy taken on the life of each Individual Guarantor in the amount of not less than \$1,000,000.00, naming the Administrative Agent as insured and first loss payee.

"Maintenance Program" means, collectively, all maintenance programs related to the Aircraft, as approved by the Aviation Authority.

"Major Components" means (i) if applicable, the propellers and/or the auxiliary power unit described in Schedule 5.1(rr)(vii) 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 6.1(cc) 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.

"Majority Lenders" means, at any time, Lenders who, taken together, hold or are beneficially entitled to at least 66-2/3% of the Commitments at that time.

"Make Whole Premium" means the interest and fees due to the Administrative Agent and the Lenders as if the Term Advance was outstanding for the balance of the year, if the Term Facility is prepaid, terminated and repaid, in whole or in part, prior to the first anniversary of the Closing Date. For the avoidance of doubt, the Make Whole Premium shall be calculated only on the amount of the Term Advance that is being prepaid.

"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 Effect" means (a) a material adverse effect on the business, operations, results of operations, prospects, Assets, liabilities or financial condition of the Credit Parties taken as a whole, (b) a material adverse effect on the ability of any of the Credit Parties to perform its obligations under any Credit Document to which it is a party, or (c) a material adverse effect on the rights and remedies of the Lenders or the Administrative Agent under any Credit Document.

"Material Agreements" means the agreements listed in Schedule 5.1(rr)(v) and any agreement, contract or similar instrument to which any of the Corporate Credit Parties is a party or to which any of its Assets may be subject for which breach, non-performance, cancellation, termination or failure to renew could reasonably be expected to have a Material Adverse Effect.

"Maturity Date" means the date that is 36 months after the Closing Date, or such later date as may be determined by the Secured Creditors in accordance with Section 2.8.

"Net Income" means, for any period, the net income (loss) of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP.

"Net Proceeds" means any one or more of the following:

- (a) with respect to any sale or other Disposition of Assets by any of the Credit Parties, the net amount equal to the aggregate amount received in cash (including any cash received by way of deferred payment pursuant to a note receivable, other non-cash consideration or otherwise, and the release of any amount from an indemnity reserve, escrow or similar fund, but in each case only as and when such cash is so received) in connection with such Disposition, less the sum of (v) reasonable fees (including, without limitation, reasonable accounting, advisory and legal fees), commissions and other out-of-pocket expenses incurred or paid for by the Credit Party in connection with such Disposition (as evidenced by supporting documentation provided to the Administrative Agent upon request therefor by the Administrative Agent), (w) taxes incurred in connection with such Disposition, whenever payable, and (x) the principal amount of any Debt (other than Debt under the Credit Documents) that is secured by such Asset and that is required to be repaid in connection with such Disposition;
- (b) with respect to the receipt of proceeds by any of the Credit Parties under any insurance, the net amount equal to the aggregate amount received in cash in connection with such receipt of insurance proceeds less taxes incurred attributable to such proceeds, whenever payable;
- (c) with respect to any issuance or creation of Debt or Equity Securities of any of the Credit Parties or of any capital contributions by any Person in any of the Credit Parties, the net amount equal to the aggregate amount received in cash in connection with such issuance, creation or capital contribution, less the sum of reasonable fees (including, without limitation, reasonable accounting, advisory and legal fees), commissions and other out-of-pocket expenses incurred or paid for by such Credit Party in connection with the issuance, creation or capital contribution (as evidenced by supporting documentation provided to the Administrative Agent upon request therefor by the Administrative Agent).

"Notice of Advance" has the meaning specified in Section 3.2.

"Obligations" means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Credit Parties, or any of them, to the Secured Creditors, or any of them, under, in connection with or pursuant to the Credit Documents, and Obligations of a particular Credit Party shall mean all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by such Credit Party to the Secured Creditors, or any of them, under, in connection with or pursuant to the Credit Documents to which such Credit Party is a party.

"Original Currency" has the meaning specified in Section 10.9(1).

"Other Currency" has the meaning specified in Section 10.9(1).

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Credit Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document, in each case, including any interest, additions to tax or penalties applicable thereto.

"Owned Properties" means, collectively, (a) the land and premises owned by each Corporate Credit Party on the date of this Agreement and which are listed on Schedule 5.1(j), and (b) after the date of this Agreement, the lands and premises notified to the Administrative Agent pursuant to each Compliance Certificate, but shall exclude lands and premises sold or otherwise disposed of as permitted in this Agreement as and from the date of such sale or disposition.

"Owner" means the owner of each Aircraft listed in Schedule 5.1(rr)(vii).

"Participant" has the meaning specified in Section 10.8(3).

"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.

"PCBs" means polychlorinated biphenyls.

"Permitted Liens" means, in respect of any Person, any one or more of the following:

- (a) Liens for Taxes which are not due or delinquent or the validity of which is being contested at the time by the Person in good faith by proper legal proceedings if, in the opinion of the Administrative Agent, adequate provision has been made for their payment;
- (b) Inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of Assets of the Person, in each case, (i) that are related to obligations not due or delinquent, (ii) that are not registered against title to any assets of the Person, (iii) either (A) in respect of which adequate holdbacks are being maintained as required by Applicable Law or (B) that are being contested in good faith by appropriate proceedings and in respect of which there has been set aside a reserve (segregated to the extent required by GAAP) in an adequate amount and (iv) that do not, in the opinion of the Administrative Agent, materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;

- (c) Easements, rights-of-way, servitudes, restrictions and similar rights in real property provided that such easements, rights-of-way, servitudes, restrictions and similar rights do not materially reduce the value of the affected Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;
- (d) Title defects or irregularities which are of a minor nature and which do not materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;
- (e) Liens resulting from the deposit of cash or securities in connection with bids or tenders in the ordinary course of business, or to secure obligations pursuant to workers' compensation, employment insurance or similar legislation;
- (f) Liens securing appeal bonds and other similar Liens arising in connection with court proceedings (including, without limitation, surety bonds, security for costs of litigation where required by Applicable Law and letters of credit) or any other instruments serving a similar purpose;
- (g) Attachments, judgments and other similar Liens arising in connection with court proceedings; provided, however, that the Liens are in existence for less than 10 days after their creation or the execution or other enforcement of the Liens is effectively stayed or the claims so secured are being actively contested in good faith and by proper legal proceedings;
- (h) The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein or in any comparable grant in jurisdictions other than Canada, provided they do not materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;
- (i) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the Assets of the Person, provided that such Liens do not materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;
- (j) Servicing agreements, development agreements, site plan agreements, subdivision agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the Assets of the Person, provided same are complied with and do not materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person including, without limitation, any obligations to deliver letters of credit and other security as required;

- (k) Applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not materially reduce the value of the Assets of the Person or materially interfere with the use of such Assets in the operation of the business of the Person;
- (l) The right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (m) Normal and customary Liens, rights of setoff and recoupment rights upon deposits of cash in favour of banks or other depository institutions and which Liens secured only the payment of unpaid bank fees, bank charges, returned cheques and chargebacks, and other normal and customary obligations associated with the maintenance of deposit accounts by such banks or other depository institutions;
- (n) Liens in favour of the Administrative Agent and the other Secured Creditors created by the Security Documents; and
- (o) Liens disclosed in Schedule 6.2(c) but only to the extent such Liens conform to their description in Schedule 6.2(c).

"Person" means a natural person, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, institution, public benefit corporation, investment or other fund, Governmental Authority or other entity, and pronouns have a similarly extended meaning.

"Placement Fee" means the placement fee in the amount of \$100,000.00 payable by the Borrower to the Administrative Agent in consideration of arranging the Credit Facility.

"PPSA" means the *Personal Property Security Act* (Alberta) (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"Prime Rate" means, at any time, the rate of interest per annum equal to the per annum rate of interest quoted, published and commonly known as the "prime rate" of the Royal Bank of Canada established at its main office in Toronto, Ontario as the reference rate of interest in order to determine interest rates for loans in Dollars to its Canadian borrowers, adjusted automatically with each quoted or published change in such rate, all without the necessity of any notice to the Borrower or any other Person.

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

"Proceeds of Realization" means all cash and non-cash proceeds derived from any sale, disposition or other realization of the Collateral (a) after any notice by the Administrative Agent to the Borrower pursuant to Section 8.1 declaring all indebtedness of the Borrower hereunder to be immediately due and payable or the automatic acceleration of such indebtedness, (b) upon any dissolution, liquidation, winding-up, reorganization, bankruptcy, insolvency or receivership of any of the Credit Parties (or any other arrangement or marshalling of the Collateral that is similar thereto) or (c) upon the enforcement of, or any action taken with respect to, any of the Credit Documents. For greater certainty, prior to the Security becoming enforceable (y) insurance proceeds derived as a result of the loss or destruction of any of the Collateral or (z) cash or non-cash proceeds derived from any expropriation or other condemnation of any of the Collateral shall not constitute Proceeds of Realization.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the directors and officers, employees and advisors of such Person and of such Person's Affiliates.

"Renewal Fee Amount" has the meaning specified in Section 2.8(1).

"Rental Expenses" means, for any period, for the Borrower, the sum of (i) with respect to operating leases, all items properly classified as rental expense in accordance with GAAP (where the Borrower is the lessee or for which the Borrower is guaranteeing the obligations of the lessee thereunder), and (ii) with respect to capital leases, the aggregate amount of principal payments paid or payable during such period under capital leases under which the Borrower is the lessee or for which the Borrower is guaranteeing the obligations of the lessee thereunder (but excluding the amount of any final payment under any capital lease).

"Replacement Engine" has the meaning ascribed thereto in Section 6.1(bb).

"Replacement Major Component" has the meaning ascribed thereto in Section 6.1(cc).

"Reserves" means the monetary value of any disputes, deductions, bill or hold consignment sales, allowances, rebates, rents (for asset locations where landlord waivers are not obtained), credits, liens, payroll source deductions, priority payables, premiums, contras and any other offsets asserted or granted, and such additional reserves, including reserves for dilution, collection and to reflect events, conditions or contingencies which the Administrative Agent may from time to time determine, in its sole discretion, could adversely affect its security interests in the Collateral or any other rights it may have under the Credit Documents.

"Restricted Payment" means, with respect to any Person, any payment by such Person (a) of any dividend or other distribution on issued Equity Securities of such

Person or any of its Subsidiaries, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any issued Equity Securities of such Person or any of its Subsidiaries, (c) whether as consulting fees, management fees, salary, compensation or otherwise to (i) any Affiliate of such Person, (ii) any Person that directly or indirectly owns or controls Equity Securities of such Person carrying more than 10% of the voting rights outstanding at such time, (iii) any Affiliate of a Person described in clause (ii), (iv) any Person that is an officer or director of such Person or of any Affiliate of such Person or of any Person described in clause (ii) or clause (iii), or (v) any immediate family member of any of the foregoing, or (d) any payments outside of the ordinary course of business.

"Revolver Advance" means an Advance made under the Revolver Facility.

"Revolver Average Outstanding" means the average daily Revolver Advances outstanding under the Revolver Facility.

"Revolver Commitment" means \$3,000,000.00, as such amount may be reduced pursuant to Article 2.

"Revolver Facility" means the revolving credit facility to be made available to the Borrower under this Agreement for the purposes specified in Section 2.3.

"Revolver Rate" means the greater of (a) 12% and (b) the Prime Rate plus 10%.

"Revolver Lending Limit" has the meaning specified in Section 2.2(1).

"Sanction" means an international economic sanction administered or enforced by the Canadian Government (including The Department of Foreign Affairs and International Trade Canada and The Department of Public Safety Canada) or other relevant sanctions authority based upon the obligations or authorities set forth in Anti-Terrorism Laws.

"Secured Creditors" means the Administrative Agent and the Lenders.

"Security" means, at any time, the Liens in favour of the Secured Creditors, or any of them, in the Assets of the Credit Parties securing the obligations described in the applicable Security Documents.

"Security Documents" means the agreements described as such in Schedule 5.1(II), the guarantees and security delivered pursuant to Section 6.2(j), and any other security granted to the Secured Creditors, or any of them, as security for the Obligations of the Credit Parties under this Agreement and the other Credit Documents, or any of them.

"Solvent" means, with respect to any Person on a particular date, that on such date, (a) such Person is not for any reason unable to meet its obligations as they generally become due, (b) such Person has not ceased paying its current obligations in the

ordinary course of business as they generally become due, and (c) the aggregate property of such Person is, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would be sufficient, to enable payment of all its obligations, due and accruing due.

"Subject Properties" means collectively, the Owned Properties and the Leased Properties.

"Subordination Agreement" means the subordination agreement dated as of the date hereof among Lynn's Helicopter Leasing Ltd., Nabors Drilling Canada Limited and the Administrative Agent and acknowledged and agreed to by the Borrower, Gemini Helicopters Inc. and 810807 Alberta Ltd.

"Subsidiary" means, with respect to any Person (in this definition, the "parent"), at any date, (a) any corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all equity interests entitled to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (b) any partnership, (i) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (ii) the only general partners of which are the parent and/or one or more subsidiaries of the parent, and (c) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Advance" means an Advance made under the Term Facility.

"Term Commitment" means \$7,000,000.00, as such amount may be reduced pursuant to Article 2.

"Term Facility" means the term credit facility to be made available to the Borrower under this Agreement for the purposes set out in Section 2.3.

"Term Rate" means 14%.

"Title Insurance Policy" means the title insurance policy issued on or before the Closing Date by First Canadian Title in respect of the Owned Properties, in form and substance satisfactory to the Administrative Agent.

Section 1.2 Gender and Number.

Any reference in the Credit Documents to gender includes all genders and words importing the singular number only include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Agreement. The expressions "Article", "Section", "Schedule" and "Exhibit" followed by a number or other reference mean and refer to the specified Article, Section, Schedule or Exhibit of this Agreement.

Section 1.4 Currency.

All references in the Credit Documents to "Dollars" or "\$", unless otherwise specifically indicated, are expressed in the lawful currency of Canada.

Section 1.5 Certain Phrases, etc.

In any Credit Document (i) the words "including" and "includes" mean "including (or includes) without limitation", and the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of", (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding", and references to "this Agreement", "hereof" and "herein" and like references refer to such Credit Document and not to any particular Article, Section or other subdivision of such Credit Document.

Section 1.6 Non-Business Days.

Whenever any payment to be made hereunder shall be stated to be due or any action to be taken hereunder shall be stated to be required to be taken on a day other than a Business Day, such payment shall be made or such action shall be taken on the next succeeding Business Day and, in the case of the payment of any amount, the extension of time shall be included for the purposes of computation of interest, if any, thereon.

Section 1.7 Accounting Terms.

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP.

Section 1.8 Rateable Portion of a Facility.

References in this Agreement to a Lender's rateable portion of an Advance, Facility or rateable share of payments of principal, interest, Fees or any other amount, shall mean and refer to a rateable portion or share as nearly as may be rateable in the circumstances, as determined in good faith by the Administrative Agent. Each such determination by the Administrative Agent shall be *prima facie* evidence of such rateable share.

Section 1.9 Incorporation of Schedules and Exhibits.

The schedules and exhibits attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

Section 1.10 Conflict.

The provisions of this Agreement prevail in the event of any conflict or inconsistency between its provisions and the provisions of any of the other Credit Documents.

Section 1.11 Certificates.

Any certificate required by the terms of this Agreement or any Credit Document to be given by an officer of the Borrower for and on behalf of any Credit Party shall be given without any personal liability on the part of the officer giving the certificate, except to the extent such officer is an Individual Guarantor and is liable under his or her Guarantee of the Borrower's Obligations.

Section 1.12 Permitted Liens.

Any reference in this Agreement or any of the other Credit Documents to a Permitted Lien or a Lien permitted by this Agreement is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Credit Documents to any Permitted Lien or any Lien permitted hereunder.

Section 1.13 References to Agreements.

Except as otherwise provided in this Agreement, any reference in this Agreement to any agreement or document means such agreement or document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented in accordance herewith and therewith.

Section 1.14 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

**ARTICLE 2
CREDIT FACILITIES**

Section 2.1 Availability.

- (1) Each Lender severally agrees, on the terms and conditions of this Agreement, to make Advances rateably to the Borrower in accordance with such Lender's Commitment. Advances shall be made available pursuant to Article 3.
- (2) The Administrative Agent shall give (i) each Lender prompt notice of any Notice of Advance received from the Borrower and of each Lender's rateable portion of any Advance, and (ii) each Lender prompt notice of any other notice received by it from the Borrower under the Agreement.

Section 2.2 Commitments and Facility Limits.

- (1) The Advances Outstanding to all Lenders under the Revolver Facility shall not at any time exceed the lesser of (i) the Revolver Commitment and (ii) the Borrowing Base (the "Revolver Lending Limit"). The Advances Outstanding to each Lender under the Revolver Facility shall not at any time exceed the lesser of (i) such Lender's rateable portion of the Revolver Commitment and (ii) such Lender's rateable portion of the Borrowing Base.

- (2) The Advances Outstanding to all Lenders under the Term Facility shall not at any time exceed the Term Commitment. The Advances Outstanding to each Lender under the Term Facility shall not at any time exceed such Lender's rateable portion of the Term Commitment.
- (3) The Revolver Facility shall revolve and, subject to Section 2.4(5), no payment under the Revolver Facility shall reduce the Revolver Commitment or any Lender's Revolver Commitment. The Term Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Facility cannot be reborrowed and reduces the Term Commitment (and each Lender's Term Commitment, rateably) by the amount repaid or prepaid, as the case may be.
- (4) The Borrowing Base shall be calculated based on the most recently delivered Borrowing Base Certificate, except that:
 - (a) if the Borrower fails to deliver a Borrowing Base Certificate when required pursuant hereto and such failure continues for five Business Days, the Borrowing Base shall be reduced to zero until a new Borrowing Base Certificate is provided to the Administrative Agent;
 - (b) the Administrative Agent may recalculate on any Business Day the Borrowing Base calculated on such Business Day based on information with respect to the Borrowing Base then known to the Administrative Agent or any Lender; and
 - (c) the Administrative Agent, acting reasonably, may from time to time, upon five Business Days' prior written notice, alter advance rates, standards of eligibility and Reserves.

Section 2.3 Use of Proceeds.

The Borrower shall use the proceeds of Revolver Advances and the Term Advance for (a) refinancing Debt owing by the Borrower to Third Eye Capital Corporation, as agent, which Debt Third Eye Capital Corporation, as agent, purchased from BMO Bank of Montreal under the BMO Assignment Agreement, (b) making eligible Capital Expenditures and (c) its working capital requirements and general corporate purposes, including without limitation, paying Fees and expenses associated with the Facilities.

Section 2.4 Mandatory Repayments and Reductions of Commitments.

- (1) The Borrower shall repay (subject to Section 2.4(5), Section 2.5, Section 2.9 and Section 8.1) the Advances Outstanding under the Revolver Facility, together with all accrued unpaid interest and Fees and all other Obligations in connection with the Revolver Facility on the Maturity Date. The Borrower may prepay Revolver Advances at any time, and re-borrow subject to the terms of this Agreement. In addition, and without limiting the generality of the foregoing, upon demand, the Borrower shall pay to the Administrative Agent, for the account of the Lenders, in accordance with their respective rateable share of the Revolver Commitment, the amount, without duplication, by which the Advances Outstanding under the

Revolver Facility exceeds the Revolver Lending Limit (based on the most recently delivered Borrowing Base Certificate). The Revolver Facility may not be terminated and prepaid in full unless the Term Facility is contemporaneously terminated and prepaid in full. Partial terminations of the Revolver Facility or reductions of the Revolver Commitment are not permitted.

- (2) The Borrower shall repay (subject to Section 2.4(5), Section 2.5, Section 2.9 and Section 8.1) the Advances Outstanding under the Term Facility as follows:

- (a) \$87,500 per month commencing on the first day of the month following the first anniversary of the Closing Date; and
- (b) the balance of the Advances Outstanding under the Term Facility, together with all accrued unpaid interest and Fees and all other Obligations in connection with the Term Facility, on the Maturity Date.

The Borrower may prepay Term Advances at any time, in whole or in part, upon at least one hundred and eighty (180) days' prior written notice and provided that (i) all voluntary prepayments are accompanied by the payment of all accrued but unpaid interest on the Term Advance to the date of prepayment (including any Make Whole Premium), and (ii) any voluntary prepayment under this Section of less than the outstanding principal amount of the Term Facility shall be applied to instalments of principal in inverse order of maturity. Each partial prepayment shall be in an aggregate principal amount of \$1,000,000.00 or an integral multiple of such amount. No prepayment fee shall be payable by the Borrower in respect of the voluntary prepayment in full of the Term Facility. Any amount paid or prepaid on the Term Facility cannot be re-borrowed and shall permanently reduce the Term Commitment. The Borrower shall repay the outstanding principal balance plus accrued but unpaid interest thereon, on the Maturity Date or earlier in accordance with the terms hereof.

- (3) The Borrower shall pay to the Administrative Agent, for the account of the Lenders, in accordance with their respective rateable shares in the Facilities, the equivalent of (i) 100% of the Net Proceeds arising from any sale or other Disposition relating to all or any part of the Collateral (subject to the terms of Section 2.12), (ii) 100% of the issuance of Debt for borrowed money, including by way of bonds, promissory notes, debentures or similar evidences of indebtedness by the Corporate Credit Parties, (iii) 100% of any issuance of Equity Securities by the Corporate Credit Parties, and (iv) subject to Section 2.4(4) below, 100% of any other sales agreements, licensing agreements, royalty agreements, casualty events, insurance payments or other arrangements affecting all or any part of the Collateral, in each case promptly upon receipt thereof.
- (4) The Borrower shall (unless the Corporate Credit Parties have insurance on a replacement cost basis and the proceeds or an amount not less than the proceeds has been expended or committed by such Corporate Credit Parties or their Subsidiaries for the repair or replacement of such property and the Borrower has provided to the Administrative Agent evidence reasonably satisfactory to the Administrative Agent

of such expenditure or commitment), within ten days following the receipt by a Corporate Credit Party or its Subsidiary of any Net Proceeds of insurance, apply, or, to the extent the Lenders are loss payees under any insurance policy, irrevocably direct the Administrative Agent to apply, without premium or penalty, such Net Proceeds of insurance in prepayment of the Facilities.

- (5) Any payments by the Borrower pursuant to Section 2.4(3) and Section 2.4(4) shall be applied as a prepayment of Advances Outstanding under the Term Facility (together with all accrued unpaid interest and Fees and all other Obligations payable in connection with the Term Facility, including any Make Whole Premium) until the Advances Outstanding under the Term Facility have been reduced to zero and thereafter shall be applied as a repayment of the Revolver Facility, subject to the provisions of Section 2.4(1). To the extent that such amounts are applied to reduce the Revolver Facility, the Revolver Commitment may, at the Administrative Agent's option, be permanently reduced by a corresponding amount. The Borrower shall give the Administrative Agent ten Business Days' prior written notice of such mandatory prepayment, including the reason for the mandatory prepayment and the amount of such mandatory prepayment, and the Administrative Agent shall notify the Borrower within five Business Days whether such mandatory prepayment will be applied to permanently reduce the Revolver Commitment. Upon any such permanent reduction, each Lender's Revolver Commitment shall be reduced by its rateable share of the Revolver Commitment.

Section 2.5 Repayment of Credit Excess.

The Borrower shall repay to the Administrative Agent, for the account of the relevant Lender, on demand by the Administrative Agent the amount of any Credit Excess existing from time to time on any Facility, any such repayment to be made no later than one Business Day after the making of such demand.

Section 2.6 Interest.

- (1) All outstanding Obligations shall bear interest on the unpaid principal amount thereof (including, to the extent permitted by Applicable Law, on interest thereon not paid when due) from the date made until paid in full in cash at the Applicable Rate. Each change in the Prime Rate shall be reflected in the Revolver Rate as of the Business Day following the date of such change. Interest accrued on all Advances and other Obligations will be payable in arrears to the Administrative Agent, for the account of the Lenders, on the first Business Day of each month and on the Maturity Date.
- (2) If any Default or Event of Default occurs, then from the date such Default or Event of Default occurs until it is no longer continuing, or until all Obligations irrevocably and indefeasibly are paid and performed in full, as the case may be, in the discretion of the Administrative Agent, the Borrower will be obligated to pay interest on the unpaid Obligations at a per annum rate that is equal to the Applicable Rate plus the Default Rate.

Section 2.7 Payments under this Agreement.

- (1) Unless otherwise expressly provided in this Agreement, the Borrower shall (i) make any payment required to be made by it to the Administrative Agent or a Lender by depositing the amount of the payment to the Administrative Agent in immediately available funds not later than 10:00 a.m. (Calgary time) on the date the payment is due, and (ii) with respect to prepayments or repayments of Advances Outstanding, provide to the Administrative Agent, upon 10 Business Days' notice to the Administrative Agent, which notice shall be irrevocable and binding on the Borrower and shall specify (x) the date of repayment, which date shall be a Business Day, (y) the amount of Advance to be repaid, and (z) the Facility which is being repaid. Payments received by the Administrative Agent before 10:00 a.m. (Calgary time) on a Business Day will be given value on that Business Day. All payments received by the Administrative Agent after 10:00 a.m. (Calgary time) will be given value on the next following Business Day. The Borrower shall make each such payment in Dollars. Any amount received by the Administrative Agent for the account of the Lenders or any of them shall be held in trust for their respective benefit until a distribution and shall be deemed to be payment to such Lenders in accordance with the terms of this Agreement.
- (2) Unless otherwise expressly provided in this Agreement, the Administrative Agent shall make Advances and other payments to the Borrower under this Agreement by crediting the Borrower's Bank Account (or causing the Borrower's Bank Account to be credited) with the amount of the payment not later than 2:00 p.m. (Calgary time) on the date the payment is to be made.

Section 2.8 Extension of Maturity Date.

- (1) The Borrower may extend the Maturity Date by one year by delivering to the Administrative Agent an executed Extension Request and the payment of a renewal fee equal to \$30,000.00 (the "Renewal Fee Amount"); provided that, such request may not be made more than 90 days or less than 45 days before the anniversary of the date hereof in each such relevant calendar year.
- (2) This Section shall apply from time to time to facilitate successive extensions and requests for extension of the Maturity Date. If the Extension Request has been delivered and a Default or Event of Default has occurred and is continuing, the Maturity Date shall not be extended, notwithstanding any other provisions hereof to the contrary unless the Lenders have waived such Default or Event of Default and consented to such extension in writing.
- (3) The Borrower may not request an extension to the Revolver Maturity Date pursuant to Section 2.8(1) above, in the event that the Facilities have been repaid in full.

Section 2.9 Termination of the Facilities by the Borrower.

The Borrower may in its sole and reasonable discretion exercise the option to repay all Advances Outstanding under the Facilities at any time upon 180 days' prior written notice of such repayment. Upon exercise of such option, the Borrower shall not be entitled to request any further Advances under any Facility, and shall pay to the Administrative

Agent on behalf of the Lenders upon the expiry of such 180 day period all Advances Outstanding under the Facilities together with all accrued but unpaid interest thereon, any applicable Fees, the Make Whole Premium (if applicable) and any other Obligations due under this Agreement. Payments made pursuant to this Section shall be applied first to the Term Facility until the Advances Outstanding under the Term Facility (and all accrued but unpaid interest thereon and any applicable Fees) is reduced to zero and then shall be applied to the Advances outstanding under the Revolver Facility.

Section 2.10 Cash Management, Collection of Accounts, and Blocked Accounts

- (1) Each Blocked Account Credit Party shall (i) forthwith upon receipt, pay all cash receipts and deposit all cheques and other payments (including all proceeds of Collateral, insurance and reinsurance) into the appropriate Blocked Account, and (ii) direct all Account Debtors, customers, insurers and all other Persons from whom a Blocked Account Credit Party, as applicable, may become entitled to receive payments (including proceeds arising from sale of Assets, business interruption insurance, liquidated damages under any agreement, any performance bond, letter of credit or guarantee, any warranty claim, or property insurance) to pay all such amounts directly to the appropriate Blocked Account.
- (2) Until the Administrative Agent has advised the Borrower to the contrary and provided no Default or Event of Default has occurred that is continuing, the Blocked Account Credit Parties at their expense, may enforce, collect, and receive all amounts owing on their Accounts in the ordinary course of business. Any cheques, cash, credit card sales and receipts, notes or other instruments or property received by a Blocked Account Credit Party with respect to any Collateral, including, without limitation, any of its Accounts, shall be held by the Blocked Account Credit Party in trust for the Administrative Agent, on behalf of the Lenders, separate from the Blocked Account Credit Party's own property and funds, and (i) promptly turned over to the Administrative Agent with proper assignments or endorsements by deposit to the Blocked Accounts or the Administrative Agent's bank account, or (ii) deposited directly by the Blocked Account Credit Parties to the Blocked Accounts or the Administrative Agent's bank account. Upon the occurrence of an Event of Default, each of the Blocked Account Credit Parties shall (i) indicate on all of its invoices that funds should be delivered to and deposited in the Administrative Agent's bank account; and (ii) direct all of its Account Debtors to deposit any and all proceeds of all Collateral into the Administrative Agent's bank account.
- (3) Upon the occurrence and during the continuance of a Default or an Event of Default, the Administrative Agent may, pursuant to the Blocked Account Agreements, deliver notice to the depository bank with respect to one or more of the Blocked Accounts (an "Activating Notice"), and upon and following delivery of any such Activating Notice, the relevant depository bank will, on a daily basis, wire, or otherwise transfer, in immediately available funds, all funds received or deposited into such Blocked Accounts to such bank account as the Administrative Agent may from time to time designate for such purpose.

- (4) On each Business Day during which an Activating Notice is in effect, the Administrative Agent shall apply all amounts received by it on such Business Day from the Blocked Accounts to the outstanding Obligations in accordance with the terms of this Agreement and the other Credit Documents. Each of the Blocked Account Credit Parties hereby acknowledges and agrees that, as of the Closing Date, such Blocked Account Credit Party shall immediately deposit or cause to be deposited all proceeds of Collateral only in Blocked Accounts. Each Corporate Blocked Account Credit Party agrees that all payments made to the Blocked Accounts or other funds received and collected by the Administrative Agent, whether in respect of proceeds of Collateral or otherwise, shall, upon the issuance of an Activating Notice, be subject to the Administrative Agent's sole control and shall be treated as payments to the Administrative Agent in respect of the Obligations and therefore shall constitute the property of the Administrative Agent and the Lenders to the extent of the amount of the outstanding Obligations. The receipt of any payment item by the Administrative Agent (whether from transfers to the Administrative Agent pursuant to a Blocked Account Agreement or otherwise) shall not be considered a payment on account unless such payment item is a wire transfer of immediately available funds made to the Administrative Agent's bank account or unless and until such payment item is honoured when presented for payment. Should any payment item be paid to the Administrative Agent in a foreign currency, the Administrative Agent shall not be obligated to apply any particular exchange rate to such currency and may rely on the depository bank (identified in the Blocked Account Agreement) to convert such foreign currency into Dollars. The Administrative Agent shall not be liable or be required to indemnify any Corporate Blocked Account Credit Party or any other Person or its depository bank for any foreign exchange losses, fluctuations, etc. The Administrative Agent is not required to credit the Advances Outstanding or the other Obligations for the amount of any item of payment which is returned to the Administrative Agent unpaid and the Administrative Agent may charge the Revolver Facility for the amount of any item of payment which is returned to the Administrative Agent unpaid.
- (5) From and after the Closing Date, the Administrative Agent shall be entitled to charge the Borrower interest for (i) one (1) Business Day, in the case of cash deposits or wire transfers, or (ii) five (5) Business Days in the case of deposits of cheques drawn on Canadian chartered banks, or (iii) thirty (30) Business Days in the case of all other manner of payments, of "clearance" or "float" at the Applicable Rate on all collections that are received by the Administrative Agent (regardless of whether forwarded by the deposit banks to the Administrative Agent). The receipt of any payment item by the Administrative Agent (whether from transfers to the Administrative Agent pursuant to a Blocked Account Agreement or otherwise), for the purposes only of determining availability under the Revolver Facility, shall be deemed credited (conditional upon final collection) to the Advances Outstanding under the Revolver Facility upon receipt thereof by the Administrative Agent, and in consideration of the Administrative Agent's agreement to so conditionally credit the Revolver Advances Outstanding, the aforementioned "clearance" or "float" charge on all collections is acknowledged by the parties to constitute bargained for consideration of the pricing of the financing of the Borrower and shall apply

irrespective of whether or not there are any outstanding monetary Obligations. The Administrative Agent is not, however, required to credit the Revolver Advances Outstanding for the amount of any item of payment which is returned to the Administrative Agent unpaid and the Administrative Agent may charge the Revolver Facility for the amount of any item of payment which is returned to the Administrative Agent unpaid.

Section 2.11 Fees.

- (1) The Borrower shall pay to Administrative Agent, for the ratable benefit of the Lenders, in arrears, on the first Business Day of each month prior to the Maturity Date and on the Maturity Date, a Fee equal to 2% per annum multiplied by the difference between the Revolver Average Outstanding and the Revolver Lending Limit.
- (2) The Borrower shall pay to the Administrative Agent, in advance, on the first Business Day of each month prior to the Maturity Date, a monthly monitoring Fee equal to \$10,000.00 per month.

Section 2.12 Application of Payments and Prepayments.

- (1) All repayments or prepayments received by the Administrative Agent pursuant to Section 2.4(3) and Section 2.4(5) in respect of the Term Commitment shall be applied by the Administrative Agent to the amounts due pursuant to Section 2.4(2) in the inverse order of their maturity.
- (2) All amounts received by the Administrative Agent from or on behalf of the Borrower and not previously applied pursuant to this Agreement shall be applied by the Administrative Agent as follows (i) first, in reduction of the Borrower's obligation to pay any unpaid expense reimbursements, Fees and interest (in that order) which are due and owing, (ii) second, in reduction of the Borrower's obligation to pay any claims or losses referred to in Section 10.6, (iii) third, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of Advances which is due and owing under the Term Facility, (iv) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of Advances which is due and owing under the Revolver Facility (v) fifth, in reduction of any other obligation of the Borrower under this Agreement and the other Credit Documents, and (vi) sixth, to the Borrower or such other Persons as may lawfully be entitled to or directed to receive the remainder. The Administrative Agent, if so directed by the Majority Lenders, may vary the foregoing order without the consent of the Borrower.

Section 2.13 Computations of Interest and Fees.

- (1) Interest under this Agreement shall be compounded monthly not in advance, and all computations of interest shall be made by the Administrative Agent taking into account the actual number of days occurring in the period for which such interest is payable and on the basis of a year of 365 days.

- (2) All computations of Fees shall be made by the Administrative Agent on the basis of a year of 365 days taking into account the actual number of days (including the first day but excluding the last day) occurring in the period for which the fees are payable.
- (3) For purposes of the *Interest Act* (Canada), (i) whenever any interest or Fee under this Agreement is calculated using a rate based on a year of 365 days, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365 days, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement, and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.
- (4) If any provision of this Agreement or of any of the other Credit Documents would obligate any Credit Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by Applicable Law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Lender under the applicable Credit Document, and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada).

ARTICLE 3 ADVANCES

Section 3.1 The Advances.

- (1) Each Lender severally agrees, on the terms and conditions of this Agreement, to make Advances to the Borrower under (i) the Term Facility on the Closing Date and (ii) the Revolver Facility from time to time, in each case on any Business Day prior to the Maturity Date; provided that, the Borrower shall not request more than one Advance under the Revolver Facility each week.
- (2) Each Advance under the Revolver Facility shall be in the aggregate minimum amount of \$100,000.00 and in minimum increments of \$10,000.00.

Section 3.2 Procedure for Advance.

Each Advance (other than the initial Advance under each Facility) shall be made on ten days' prior notice, given not later than 9:00 a.m. (Calgary time) by the Borrower to the Administrative Agent. Each notice of an Advance (a "Notice of Advance") shall be in

substantially the form of Exhibit 1, shall be irrevocable and binding on the Borrower and shall specify (i) the requested date of the Advance, which shall be a Business Day, (ii) the Facility under which the Advance is to be made, (iii) the aggregate amount of the Advance, (iv) a reasonably detailed list of the proposed use of the proceeds of the Advance. At the request of the Administrative Agent, the Borrower shall direct the Administrative Agent (which direction may be included in the Notice of Advance) to pay the proceeds of any Advance directly to the vendor or other payee of the Borrower for whom such proceeds are to ultimately be paid as set out in the relevant Notice of Advance. Upon receipt by the Administrative Agent of funds from the applicable Lenders and fulfillment of the applicable conditions set forth in Article 4, the Administrative Agent will make such funds available to the Borrower in accordance with Article 2 within the time provided as aforesaid.

Section 3.3 Reliance upon Borrower Authority

On or prior to the Closing Date and thereafter prior to any change with respect to any of the information contained in the following clauses (i) and (ii), the Borrower shall deliver to the Administrative Agent a writing setting forth (i) the Bank Account(s) of the Borrower to which the Administrative Agent is authorized to transfer the proceeds of the Advances requested by the Borrower pursuant to Section 3.2, which Bank Account(s) shall be reasonably satisfactory to the Administrative Agent, and (ii) the names of the officers authorized to request Advances on behalf of the Borrower, and shall provide the Administrative Agent with a specimen signature of each such officer. The Administrative Agent shall be entitled to rely conclusively on such officer's authority to request Advances on behalf of the Borrower, the proceeds of which are to be transferred to any of the Bank Accounts specified by the Borrower pursuant to the immediately preceding sentence, until the Administrative Agent receives written notice to the contrary. The Administrative Agent shall have no duty to verify the identity of any individual representing himself as one of the officers authorized by the Borrower to make such requests on its behalf. The Administrative Agent shall not incur any liability to the Borrower as a result of acting upon any Notice of Advance, which notice the Administrative Agent believes in good faith to have been given by an officer duly authorized by the Borrower to request Advances on its behalf or for otherwise acting in good faith under this Section 3.3, and the crediting of Advances to any Bank Account, or transmittal to such other Person's bank account as the Borrower shall direct, shall conclusively establish the obligation of the Borrower to repay such Advances as provided herein.

ARTICLE 4 CONDITIONS OF LENDING

Section 4.1 Conditions Precedent to the Initial Advances.

The obligation of each Lender to make the Facilities available, and to make each of the initial Advances under each Facility, to the Borrower is subject to fulfillment of the following conditions precedent at the time such initial Advance is made available:

- (a) the Administrative Agent has received, in form and substance and dated a date satisfactory to the Lenders and their counsel and in sufficient quantities for each Lender:

- (i) certified copies of (i) the charter documents and by-laws of each Corporate Credit Party, (ii) all resolutions of the Board of Directors or shareholders, as the case may be, of each such Corporate Credit Party approving the borrowing or guarantee of the borrowing, granting of security and other matters contemplated by this Agreement and the other Credit Documents, and (iii) a list of the officers and directors authorized to sign agreements together with their specimen signatures;
- (ii) a certificate of an individual for each Individual Guarantor;
- (iii) a certificate of status, compliance, extract or like certificate with respect to each Credit Party issued by the appropriate Governmental Authority of the jurisdiction of its incorporation or amalgamation and of each jurisdiction in which it owns any material assets or carries on any material business;
- (iv) this Agreement, the Security Documents and the other Credit Documents required by the Lenders duly executed and delivered by each Credit Party thereto;
- (v) the Subordination Agreement duly executed and delivered by each Credit Party thereto and Nabors Drilling Canada Limited;
- (vi) registrable discharges from Royal Bank of Canada with respect to the Caveat re: Agreement Charging Land registered on title on December 8, 1995 as number 952 328 971 and the Notice of Security Interest re: Fixtures registered on title on December 8, 1995 as number 952 328 972; and
- (vii) a letter from Royal Bank of Canada confirming that the financing statement registered as number 08011823041 in the Alberta Personal Property Registry will not be used to secure more than \$300,000.00 in connection with the Visa card facility and the financing statement registered as number 10011920384 in the Alberta Personal Property Registry will not be used to secure more than \$100,000.00 in connection with the revolving demand LC and LG facility;
- (viii) the Title Insurance Policy;
- (ix) Blocked Account Agreements in respect of the Bank Accounts of the Blocked Account Credit Parties, and the Administrative Agent shall have viewing rights by way of electronic access to all Bank Accounts, including the transactions and balances with respect to such Bank Accounts;
- (x) (A) all documents, instruments, financing statements and notices of security, which shall have been properly registered, recorded and

filed in all jurisdictions as the Administrative Agent may require, including, without limitation, pursuant to the terms of the Cape Town Convention, (B) searches conducted against each Credit Party in all jurisdictions as the Administrative Agent may require, and (C) all assignments, consents, estoppel letters, approvals, acknowledgements, undertakings, intercreditor agreements, subordinations, postponements, non-disturbance agreements, discharges, waivers, directions, negotiable documents of title and other documents and instruments which, in the opinion of the Administrative Agent, are desirable or required to make effective the Security and to ensure the perfection and the first-ranking priority of such Security, subject to Permitted Liens, including from any landlords, warehousemen, mortgagees, lessors, licensors, and others that might have or assert claims against the Collateral;

- (xi) certificates representing the Equity Securities pledged pursuant to the Security Documents together with duly executed stock transfer powers;
- (xii) a certified copy of each Life Insurance Policy together with a certificate of insurance showing the Administrative Agent as named insured and first loss payee;
- (xiii) certificates of insurance, dated no later than the Closing Date, showing the Administrative Agent as additional insured on behalf of the Secured Creditors (in the case of liability insurance) and first loss payee with respect to insurance required to be maintained by the Credit Parties pursuant to Section 6.1(s);
- (xiv) an opinion of counsel to each Credit Party addressed to the Lenders and the Administrative Agent relating to the status and capacity of such Credit Party, the due authorization, execution and delivery by, and the validity and enforceability of the Credit Documents to which such party is a party in respect of, such Credit Party, and perfection of the Security granted pursuant to the Security Documents to which such party is a party in the jurisdiction of incorporation or amalgamation of such Credit Party, in the Province of Alberta and British Columbia;
- (xv) all approvals, acknowledgments and consents of all Governmental Authorities and other Persons which are required to be obtained by any Credit Party in order to complete the transactions contemplated by this Agreement and to perform its obligations under any Credit Document to which it is a party;
- (xvi) the documentation and other information that is required by the Administrative Agent and the Lenders pursuant to Anti-Terrorism Laws and applicable "know your client" laws and regulations; and

- (xvii) such other certificates, agreements and documentation as the Administrative Agent may reasonably request;
 - (xviii) Priority Search Certificate from the International Registry addressed to the Administrative Agent evidencing (A) the ownership or leasehold interest of the applicable Credit Party in the Aircraft and Engines subject to the Security, and (B) the Administrative Agent's International Interest in such Aircraft and the Engines and any Associated Rights; and
 - (xix) irrevocable de-registration and exportation request authorization (IDERA) in favour of Agent re: deregistration of each Aircraft with the Aviation Authority, to be filed with the Aviation Authority;
- (b) the representations and warranties of the Borrower contained in Article 7 of this Agreement and every other Credit Document are true and correct on the date of the Advance as if such representations and warranties were made on that date;
- (c) all covenants and obligations herein contained and contained in the other Credit Documents are complied with, no Default or Event of Default has occurred, and there has not occurred any material adverse change in the Business, operations, property, profits or prospects of any of the Credit Parties since September 30, 2015 that has, or could be reasonably expected to have, a Material Adverse Effect;
- (d) completion of the Administrative Agent's business, collateral, and legal due diligence, including but not limited to, satisfaction with the Assets, books and records, management, capital structure, operations, and financial and business conditions and prospects of the Credit Parties, including, without limitation:
- (i) the pro-forma post-closing balance sheet and capital structure of the Borrower, including the amount and aging of account payables;
 - (ii) the business restructuring plan and financial projections of the Credit Parties;
 - (iii) background and credit checks of each Key Officer;
 - (iv) all related party agreements, including compensation arrangements of senior management and the Key Officers;
 - (v) that there is no material damage or destruction to any of the Collateral, nor any material depreciation in the value thereof;

- (vi) the Borrower's operations comply, in all respects deemed material by the Administrative Agent, with all applicable health and safety, environmental, labour and other Applicable Law; and
 - (vii) there are no representations made or material supplied to the Administrative Agent which shall have proven to be inaccurate or misleading in any material respect as may be determined by the Administrative Agent.
- (e) the Borrower shall have concluded a payment plan with (i) Canada Revenue Agency to settle past due amounts owed by the Borrower, and (ii) all applicable related parties to the Borrower to settle outstanding loans and accounts payable to them by the Borrower, each on terms reasonably satisfactory to the Administrative Agent;
 - (f) the Administrative Agent shall be satisfied with the post-reorganization structure of the Borrower, if applicable;
 - (g) the Administrative Agent shall be satisfied with all environmental matters impacting on any of the Collateral;
 - (h) the Administrative Agent shall have received satisfactory evidence that the Capital Canada Limited transactions have closed and aggregate proceeds of not less than \$250,000 have been received by the Borrower from Capital Canada Limited;
 - (i) satisfactory review of all terms and conditions of all material documentation with or concerning third parties, including lease, license, sales, marketing, master service, distribution, supply, purchase, service, maintenance, sub-contractor, and representation agreements;
 - (j) none of the Corporate Credit Parties shall have any Debt other than Debt permitted by this Agreement, and the Administrative Agent shall have received releases and discharges with respect to all Liens affecting the Collateral not permitted hereunder and payout letters from creditors with respect to any Debt of any Corporate Credit Party not permitted hereunder;
 - (k) all permits and third party consents and approvals that are necessary or advisable in relation to the Facilities have been obtained, with related legal opinions, where requested;
 - (l) the Security Documents granted by the Credit Parties shall create first-ranking priority Liens, subject to Permitted Liens that rank by law in priority, and all documents, instruments, financing statements and notices of security shall have been properly registered, recorded and filed in all jurisdictions as the Administrative Agent may require;

- (m) the Secured Creditors are satisfied that there has not been an event or circumstance that has or could have a Material Adverse Effect;
- (n) receipt by the Administrative Agent of the Closing Fee, the Placement Fee and all other Fees and amounts then payable under the Credit Documents have been paid in full; and
- (o) there has not occurred, developed or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any Applicable Law, or other occurrence of any nature whatsoever which materially adversely affects, or may materially adversely affect, the financial, banking (including syndication markets) or capital markets in Canada or the United States of America.

Section 4.2 Conditions Precedent to each Advance.

- (1) The obligation of each Lender to make any Advance or otherwise give effect to any Notice of Advance, is subject to fulfilment of the following conditions at the time of such Notice of Advance and such Advance, as the case may be:
 - (a) no Default or Event of Default has occurred or is continuing or would arise immediately after giving effect to or as a result of the Advance or Notice of Advance;
 - (b) the Advance will not violate any applicable law, judgment or order;
 - (c) the representations and warranties of the Credit Parties contained in Article 5 and in every other Credit Document to which any of them is a party are true and correct in all material respects on the date of the Advance and Notice of Advance as if such representations and warranties were made on that date;
 - (d) for a Revolver Advance, the Borrower has delivered a Borrowing Base Certificate pursuant to Section 6.1(b), and except as may be otherwise agreed by the Administrative Agent, after giving effect to the Revolver Advance, the Advances Outstanding under the Revolver Facility will not exceed the Revolver Lending Limit; and
 - (e) each of the terms and conditions to such Advance contained in this Agreement shall have been fully complied with (including delivery to the Administrative Agent of a properly completed Notice of Advance).
- (2) Each of the giving of any Notice of Advance by the Borrower and the acceptance by the Borrower of any Advance shall be deemed to constitute a representation and warranty by the Borrower that, on the date of such Notice of Advance or Advance, as the case may be, and after giving effect to it and to the application of any proceeds from it, the statements set forth in Section 4.2(1)(a), Section 4.2(1)(b) and Section 4.2(1)(c) are true and correct and the conditions set forth in Section 4.2(1)(d) and Section 4.2(1)(e) has been complied with.

Section 4.3 No Waiver.

The making of an Advance or otherwise giving effect to any Notice of Advance without the fulfilment of one or more conditions set forth in Section 4.1 or Section 4.2 shall not constitute a waiver of any condition and the Administrative Agent and the Lenders reserve the right to require fulfilment of any such condition.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

Section 5.1 Representations and Warranties.

Each Credit Party severally represents and warrants to each Lender with respect to itself and its Assets, and each Corporate Credit Party (other than 173 and ADL) jointly and severally represents and warrants with each other of such Corporate Credit Parties to each Lender only with respect to each of such Corporate Credit Parties and its Assets, acknowledging and confirming, in each case, that each Lender is relying on such representations and warranties without independent inquiry in entering into this Agreement and providing the Advances that:

- (a) **Incorporation and Qualification.** Each of the Corporate Credit Parties is a corporation duly incorporated, or, in the case of the Borrower, duly amalgamated, organized and validly existing under the laws of its jurisdiction of incorporation or amalgamation as set forth in Schedule 5.1(a). Each such Corporate Credit Party is qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions where it carries on business and in which such qualification, licensing or registration is necessary or where failure to be so qualified would have a Material Adverse Effect, as set forth in Schedule 5.1(a). Each of the Individual Guarantors is over the age of 18 years and is of sound mind;
- (b) **Corporate Power.** Each of the Corporate Credit Parties has all requisite corporate power and authority to (i) own, lease and operate its properties and Assets and to carry on its business as now being conducted by it, (ii) enter into and perform its obligations under the Credit Documents to which it is a party and (iii) incur the Obligations;
- (c) **Conflict with Other Instruments.** The execution and delivery by each Credit Party and the performance by such Credit Party of the obligations thereof under, and the compliance by such Credit Party with the terms, conditions and provisions of, the Credit Documents to which such Credit Party is a party, in each case, will not (i) conflict with or result in a breach of any of the terms or conditions of (u) such Credit Party's constituting documents or by-laws (where such Credit Party is not an Individual Guarantor), (v) any Applicable Law, or (w) any contractual restriction binding on or affecting such Credit Party or such Credit Party's respective Assets, or (ii) result in, require or permit (x) the imposition of any Lien in, on or with respect to any of such Credit Party's Assets (except in favour of the Administrative Agent and the Secured Creditors), (y) the acceleration of the maturity of any Debt

binding on or affecting any such Credit Party, or (z) any third party to terminate or acquire rights under any Material Agreement;

- (d) **Corporate Action, Governmental Approvals, etc.** The execution and delivery by each Corporate Credit Party of each of the Credit Documents to which it is a party and the performance by such Corporate Credit Party of its obligations under such Credit Documents have been duly authorized by all necessary corporate action of such Corporate Credit Party including, without limitation, the obtaining of all necessary shareholder consents. Except as set out on Schedule 5.1(d), no authorization, consent, approval, registration, qualification, designation, declaration or filing with any Governmental Authority or other Person, is or was necessary in connection with the execution, delivery and performance by such Corporate Credit Party of the obligations thereof under the Credit Documents to which such Corporate Credit Party is a party, unamended, at the date of this Agreement;
- (e) **Execution and Binding Obligation.** This Agreement and the other Credit Documents have been duly executed and delivered by each Credit Party which is a party thereto and constitute legal, valid and binding obligations of such Credit Party enforceable against such Credit Party in accordance with their respective terms, subject only to any limitation under Applicable Law relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies;
- (f) **Authorizations, etc.** Except as set out in Schedule 5.1(f), each of the Corporate Credit Parties possesses all authorizations, permits, licences, certifications, consents, registrations and approvals necessary to properly conduct the Business, if it is conducting the same, and all such authorizations, permits, licences, certifications, consents, registrations and approvals are in good standing and in full force and effect;
- (g) **Intellectual Property.** Each of the Corporate Credit Parties owns or licenses such Intellectual Property, if any, necessary for the conduct of its business (including, in the case of the Borrower, the Business), each of which is in good standing and in full force and effect. Except for Intellectual Property owned by Persons other than the Corporate Credit Parties and used in the Business under valid licenses, each of the Corporate Credit Parties owns all right, title and interest in any such required Intellectual Property free and clear of any Liens other than Permitted Liens, and has taken all reasonable steps to protect its rights in and to its material owned Intellectual Property, in each case, in accordance with industry practice. To the knowledge of each Corporate Credit Party, the use of any Intellectual Property in its business (including, in the case of the Borrower, the Business) does not infringe the Intellectual Property rights of any other Person, and such Corporate Credit Party has not received any written communications alleging that any

Corporate Credit Party (or any of its employees or consultants) has violated or infringed any Intellectual Property right of any Person;

- (h) **Business Operations.** The business operations of each of the Corporate Credit Parties have been and will continue to be conducted in compliance, in all material respects, with Applicable Law in all jurisdictions in which such business operations have been or are carried on;
- (i) **Ownership and Use of Property.** Except for Permitted Liens, each of the Corporate Credit Parties has good and marketable title in fee simple to the Owned Properties owned by it, as applicable, and good title to all the tangible and intangible personal property reflected as assets in its books and records in each case free and clear of any Liens, other than Permitted Liens. The tangible and intangible personal property of each of the Corporate Credit Parties (other than 173 and ADL) is of a high enough quality to make it fit for sale. Each Corporate Credit Party owns, leases or has the lawful right to use all of the assets necessary for the conduct of its business at full operating capacity. Each of the Subject Properties including the Building and Fixtures thereon, and their use, operation and maintenance for the purpose of carrying on the Business is in compliance with any applicable restrictive covenant and Applicable Law except where the failure to be in compliance, individually or in the aggregate, could not reasonably be expected to have Material Adverse Effect;
- (j) **Ownership of Subject Properties.** None of the Corporate Credit Parties (other than 173 and ADL) (i) owns any real property other than any of the Owned Properties of which it is the owner, (ii) is bound by any agreement to own or lease any real property other than the Leases to which it is a party, or (iii) has leased any of its Owned Properties;
- (k) **Leases.** Each Corporate Credit Party (other than 173 and ADL) enjoys peaceful and undisturbed possession under all leases material to its business to which it is a party and under which it is operating, and all of such material leases are valid and subsisting and no material default by the applicable Corporate Credit Party exists under any of them;
- (l) **Leased Properties.** Each Lease of any of the Leased Properties to which a Corporate Credit Party (other than 173 and ADL) is a party is in good standing, creates a good and valid leasehold estate in the Leased Properties thereby demised, and is in full force and effect without amendment, except as otherwise disclosed in writing by the Borrower to the Administrative Agent. With respect to each such Lease, except as otherwise disclosed by the Borrower to the Administrative Agent, (i) such Lease (or a notice in respect of the Lease) has been registered in the appropriate land titles office, (ii) all rents and additional rents required to be paid thereunder have been paid; (iii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor; (iv) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time

or the happening of any other event or condition, would become a default under such Lease; (v) to the best knowledge of the Corporate Credit Party party to such Lease, all of the covenants to be performed by any other party under such Lease have been fully performed; (vi) to the best knowledge of the Corporate Credit Party party to such Lease, no part of any of the Leased Properties or the Buildings and Fixtures located on the Leased Properties has been taken or expropriated by any Governmental Authority, no written notice or proceeding in respect of an expropriation has been given or commenced nor is such Corporate Credit Party aware of any intent or proposal to give any such notice or commence any proceedings; (vii) to the best knowledge of the Corporate Credit Party party to such Lease, except for Permitted Liens, the Buildings and Fixtures located on each of the Leased Properties are located entirely within such Leased Property and are in conformity with set-back and coverage requirements of all applicable Governmental Authorities and there are otherwise no encroachments from the Leased Properties onto the property of any other Person, and there are no encroachments from the property of any other Person upon any of the Leased Properties; and (viii) the applicable Corporate Credit Party has adequate rights of ingress and egress into and from any Leased Properties;

- (m) **Condition of Assets.** All of the Buildings and Fixtures on the Owned Properties were constructed, in all material respects, in accordance with Applicable Law (including, Environmental Laws) and the Credit Party which owns any of such Owned Properties has adequate rights of ingress and egress into and from each such Owned Property for the operation of the Business in the ordinary course. The buildings, plants, structures, vehicles, equipment, technology and communications hardware and other tangible personal property (including the Buildings and Fixtures) of each of the Corporate Credit Parties which are the owners or lessees thereof are reasonably structurally sound, in reasonably good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put, reasonable wear and tear excepted. None of such buildings, plants, structures, vehicles, equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost;
- (n) **Work Orders.** There are no outstanding work orders relating to the Owned Properties from or required by any Governmental Authority of which the Credit Party which is the owner thereof has knowledge, nor does any such Credit Party have notice of any possible impending or future work order;
- (o) **Expropriation.** No part of any of the Owned Properties or the Buildings and Fixtures located on the Owned Properties has been taken or expropriated by any Governmental Authority, no written notice or proceeding in respect of an expropriation has been given or commenced nor is any Credit Party which

is the owner thereof aware of any intent or proposal to give any such notice or commence any proceedings;

- (p) **Encroachments.** Except for Permitted Liens, the Buildings and Fixtures located on each of the Owned Properties are located entirely within such Owned Property and are in conformity with set-back and coverage requirements of all applicable Governmental Authorities and there are otherwise no encroachments from the Owned Properties onto the property of any other Person, and there are no encroachments upon any of the Owned Properties from adjoining properties;
- (q) **Compliance with Applicable Law.** Each of the Credit Parties is in material compliance with all Applicable Law;
- (r) **Withholding and Remittance of Source Deductions.** Except as disclosed to the Administrative Agent prior to the date hereof, each of the Corporate Credit Parties has withheld from its employees, customers and other applicable payees (and timely paid to the applicable Governmental Authority) the proper and accurate amount of all Taxes, priority claims and other amounts required to be withheld or collected and remitted in compliance with all Applicable Law;
- (s) **No Default.** None of the Corporate Credit Parties (i) is in violation of its constating documents, its by-laws or any shareholders' agreement applicable to it; and (ii) in default under or with respect to any contractual obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. In the case of a Credit Party, no Default has occurred and is continuing or would result from the consummation by such Credit Party of the transactions contemplated by the Credit Documents;
- (t) **No Material Adverse Agreements.** None of the Credit Parties is a party to any agreement or instrument or subject to any restriction (including in respect of the Corporate Credit Parties, any restriction set forth in its constating documents, by-laws or any shareholders' agreement applicable to it) which has or, to its knowledge, in the future may have a Material Adverse Effect;
- (u) **Environmental Matters.** To the knowledge of each of the Credit Parties which is an owner or lessee of a Subject Property, (i) none of the Subject Properties (x) has ever been used by any Person as a waste disposal site or a landfill, or (y) has ever had any asbestos, asbestos-containing materials, PCBs, radioactive substances or aboveground or underground storage systems, active or abandoned, located on, in, at or under it at the date of this Agreement; and (ii) there are no Contaminants of a material nature located in, on, at, under or about any of the Subject Properties; and (iii) no properties adjacent to any of the Subject Properties are contaminated. None of the Credit Parties has transported, removed or disposed of any waste to a location outside of Canada as at the date of this Agreement;

- (v) **Environmental Laws.** Except as otherwise disclosed in Schedule 5.1(v):
- (i) each Credit Party which is the owner or lessee of the Subject Properties has complied in all material respects with all Environmental Laws in respect of its use of or operations on the Subject Properties and neither such Credit Party nor any of the Owned Properties is subject to any material enforcement order from or material liability agreement with any Governmental Authority or other Person respecting (i) compliance with any Environmental Law or (ii) any liability, costs or remedial action, or potential liability, cost or remedial action, arising from the release or threatened release of a Contaminant;
 - (ii) each Credit Party which is the owner or lessee of the Subject Properties has obtained all permits necessary for its current operations on the applicable Subject Property under Environmental Laws, and all such permits are in effect and such Credit Party is in material compliance with all material terms and conditions of such permits;
 - (iii) none of the Credit Parties, nor, to the Credit Parties' knowledge, any of their predecessors in interest, have in material violation of Applicable Law stored, treated or disposed of any hazardous waste on the Subject Properties;
 - (iv) none of the Credit Parties has received any material summons, complaint, order or similar written notice indicating that it is not currently in compliance with, or that any Governmental Authority is investigating its compliance with, any Environmental Laws or that it is or may be liable to any other Person as a result of a release or threatened release of a Contaminant;
 - (v) none of the present or past operations of any of the Credit Parties is the subject of any investigation by any Governmental Authority evaluating whether any remedial action is needed to respond to a release or threatened release of a Contaminant;
 - (vi) none of the Credit Parties has entered into any negotiations or settlement agreements with any Person (including the prior owner of any property which such Credit Party owns) which would impose material obligations or liabilities on such Credit Party with respect to any remedial action in response to the release by such Credit Party of a Contaminant or environmentally related claim;
 - (vii) no environmental-related Lien has attached to the Owned Properties or the interest of any of the Credit Parties in the Leased Properties;

- (viii) the Owned Properties and the other Collateral (other than the Leased Properties) are free:
 - (A) from contamination by, or threat of, a release, discharge or emission of any Contaminant by such Credit Party, except as regards contamination which would arise in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law,
 - (B) of underground storage tanks containing any Contaminant, asbestos-containing materials, PCBs, landfills, land disposals, and dumps, except as would occur in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law, and
 - (C) any environmental claims made in writing by any Person to such Credit Party;
- (ix) to the knowledge of the applicable Corporate Credit Parties, the Leased Properties are free:
 - (A) from contamination by, or threat of, a release, discharge or emission of any Contaminant by the Corporate Credit Parties, except as regards contamination which would arise in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law,
 - (B) of underground storage tanks containing any Contaminant, asbestos-containing materials, polychlorinated biphenyls, landfills, land disposals, and dumps, except as would occur in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law, and
 - (C) any environmental claims made in writing by any Person to such Corporate Credit Party;
- (x) no written notice under any Applicable Law, including any Environmental Law, has been provided to any Credit Party in respect of any of the Subject Properties while such Credit Party has been the owner or lessee thereof indicating past or present treatment, storage or disposal of a Contaminant or reporting an actual or threatened spill or release of a Contaminant into the environment;

- (xi) the Credit Parties do not generate, transport, treat or dispose of any Contaminants except in compliance in all material respects with Applicable Law;
 - (xii) no Contaminant has been disposed of by any of the Credit Parties placing it in or on the ground of any of the Owned Properties while a Credit Party has been the owner thereof;
 - (xiii) no Contaminant has been disposed of by any of the Credit Parties placing it in or on the ground of any of the Leased Properties while a Credit Party has been the lessee thereof;
 - (xiv) there are no environmental claims affecting the Corporate Credit Parties or the Owned Properties; and
 - (xv) to the knowledge of the Corporate Credit Parties, there are no environmental claims affecting such Credit Parties or the Leased Properties;
- (w) Pension Plans. None of the Credit Parties has any pension plans;
- (x) Accounts.
- (i) Each existing Account represents, and each future Account will represent, a *bona fide* legal, valid and enforceable obligation of sale or lease and delivery of Goods by the applicable Corporate Credit Party (other than 173 and ADL), or rendition of services by such Corporate Credit Party (other than 173 and ADL), in the ordinary course of business of such Corporate Credit Party, except as reported to the Administrative Agent in accordance with this Agreement; each existing Account is, and each future Account will be, for a liquidated amount payable by the Account Debtor thereon on the terms set forth in the invoice therefor or in the schedule thereof delivered to the Administrative Agent, without any set-off, compensation, deduction, defence, or counterclaim except those known to such Corporate Credit Party and reported to the Administrative Agent pursuant to this Agreement; (ii) no payment will be received with respect to any such Account, and no credit, discount, or extension, of any Account or agreement therefor in excess of an amount equal to five percent (5%) of all Eligible Receivables in the aggregate at any time will be granted on all Accounts of the Corporate Credit Parties (other than 173 and ADL), except as reported to the Administrative Agent and the Lenders in accordance with this Agreement; (iv) each copy of an invoice delivered to the Administrative Agent will be a genuine copy of the original invoice sent to the Account Debtor named therein; and (v) except as reported to the Administrative Agent and the Lenders in accordance with this Agreement, all goods described in any invoice representing a sale of goods will have been delivered to the Account

Debtor and all services of such Corporate Credit Parties described in each invoice will have been performed;

- (ii) Except as reported to the Secured Creditors in accordance with this Agreement or the other Credit Documents, no Corporate Credit Party (other than 173 and ADL) shall re-date any invoice or sale or make sales on extended dating beyond that customary in the Business or extend or modify any Account of the Borrower except extensions or modifications in the ordinary course of Business involving Accounts having an aggregate value not exceeding \$10,000.00 and not material in the aggregate. If any such Corporate Credit Party becomes aware of any matter adversely affecting the collectability of any Account of such Corporate Credit Party or the Account Debtor therefor involving an amount greater than \$50,000.00, including information regarding the Account Debtor's creditworthiness, the applicable Corporate Credit Party will promptly so advise the Administrative Agent;
- (iii) Except as reported to the Secured Creditors in accordance with this Agreement or the other Credit Documents, no Corporate Credit Party (other than 173 and ADL) shall accept any note or other instrument (except a cheque or other instrument for the immediate payment of money) with respect to any of its Accounts. Any such note or instrument shall be considered as evidence of such Account and not payment thereof and, upon request by the Administrative Agent, the Corporate Credit Party shall be obligated to deliver such instrument to the Administrative Agent, endorsed by such applicable Corporate Credit Party, as applicable, to the Administrative Agent in a manner satisfactory in form and substance to the Administrative Agent. Regardless of the form of presentment, demand, notice of dishonour, protest and notice of protest with respect thereto, such Corporate Credit Party, as applicable, shall remain liable thereon as endorser until such instrument is paid in full;
- (iv) The Corporate Credit Parties (other than 173 and ADL) shall notify the Administrative Agent promptly of all disputes and claims in excess of \$50,000.00 with any Account Debtor, and shall settle, contest, or adjust such dispute or claim at no expense to the Secured Creditors. No discount, credit or allowance shall be granted to any such Account Debtor without the Administrative Agent's prior written consent, except for discounts, credits and allowances made or given in the ordinary course of Business when no Event of Default exists hereunder. Any such Corporate Credit Party shall send the Administrative Agent a copy of each credit memorandum in excess of \$50,000.00 as soon as issued. The Administrative Agent may at all times when an Event of Default exists hereunder, settle or adjust disputes and claims directly with Account Debtors for amounts and upon terms which the Administrative Agent or the Majority Lenders,

as applicable, shall consider advisable and, in all cases, the Administrative Agent will credit the Borrower's loan account with the net amounts received by the Administrative Agent in payment of any Accounts of such Corporate Credit Parties;

- (y) **Inventory.** All Inventory is located at the Subject Properties or is Inventory in transit to one of such locations, except as otherwise disclosed in writing to the Administrative Agent;
- (z) **Equipment.** All Equipment is and will be used or held for use in the Business, and is and will be fit for such purposes. Each Corporate Credit Party (other than 173 and ADL) shall keep and maintain its Equipment in good operating condition and repair in accordance with the age, use and character thereof (ordinary wear and tear excepted) and shall make all necessary replacements thereof. Subject to the terms of Section 6.2(e), such Corporate Credit Parties shall not sell, lease as a lessor, or otherwise dispose of any of their Equipment without the prior written consent of the Administrative Agent; provided, however, that such Corporate Credit Parties may dispose of their Equipment which is obsolete or no longer useable or used in the Business having a net book value no greater than \$20,000.00 individually, and \$100,000.00 in the aggregate in any Financial Year (calculated for all such Credit Parties combined), without the Administrative Agent's consent, subject to the conditions set forth below. In the event any of the Equipment is sold, transferred or otherwise disposed of with the Administrative Agent's prior written consent or as otherwise permitted hereby and: (a) such sale, transfer or disposition by such Corporate Credit Party is effected without replacement of such Equipment, or such Equipment is replaced by Equipment leased by such Corporate Credit Party, then such Corporate Credit Party shall deliver all of the cash proceeds of any such sale, transfer or disposition to the Administrative Agent for application to the Obligations in accordance with the terms hereof; or (b) such sale, transfer or disposition is made in connection with the purchase by any such Corporate Credit Party of replacement Equipment, then such Corporate Credit Party shall use the proceeds of such sale, transfer or disposition to finance the purchase by such Corporate Credit Party of replacement Equipment and shall deliver to the Administrative Agent written evidence of the use of the proceeds for such purpose together with evidence that the Administrative Agent continues to have a Lien thereon (subject only to Permitted Liens);
- (aa) **Material Agreements, etc.** All Material Agreements are in full force and effect, unamended. Each of the Corporate Credit Parties is in compliance with all Material Agreements to which it is a party, and none of such Corporate Credit Parties or, to the Credit Parties' knowledge, any other party to any Material Agreement has defaulted under any of such Material Agreements. To the knowledge of each of the Credit Parties, no event has occurred which, with the giving of notice, lapse of time or both, would constitute a default under, or in respect of, any Material Agreement to which

the Credit Party is a party and there is no material dispute regarding any Material Agreement to which it is a party;

- (bb) **Labour Matters.** None of the Corporate Credit Parties is a party to any collective bargaining agreement and to the knowledge of any Credit Party, after due inquiry, no union organizing activity is taking place with respect to any of the employees of any Corporate Credit Party;
- (cc) **Investment Banking and Finder's Fees.** Except as disclosed in Schedule 5.1(cc), none of the Credit Parties nor any of its Subsidiaries, as applicable, has agreed to pay any investment banking or similar or related fee, underwriter's fee, finder's fee, or broker's fee to any Person in connection with this Agreement and the other Credit Documents, except to the Secured Creditors. Each of the Credit Parties shall defend and indemnify the Secured Creditors against, and hold them harmless from, all claims of any Person against them for any such fees, and all costs and expenses (including, without limitation, legal fees) incurred by any of the Secured Creditors in connection therewith;
- (dd) **Books and Records.** All books and records of each of the Corporate Credit Parties have been fully, properly and accurately kept and completed in accordance with GAAP, where applicable, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The books and records and other data and information of the Corporate Credit Parties are available to such Corporate Credit Party in the ordinary course of its business;
- (ee) **Tax Liability.** Except as disclosed in Schedule 5.1(ee), (i) each of the Credit Parties has filed all tax and information returns which are required to be filed under Applicable Law; (ii) each of the Credit Parties has paid all Taxes which have become due pursuant to such returns or pursuant to any assessment received by any of them other than those, in respect of which liability based on such returns is being contested in good faith and by appropriate proceedings where adequate reserves have been established in accordance with GAAP and all Taxes that any Governmental Authority is currently entitled to collect in respect of such contest, if any, have been paid; (iii) adequate provision for payment has been made for Taxes not yet due; and (iv) there are no disputes with respect to Taxes existing or pending involving any of the Credit Parties or the Business which could reasonably be expected to have a Material Adverse Effect;
- (ff) **Corporate Structure.** At the date of this Agreement:
 - (i) there are no Subsidiaries of the Corporate Credit Parties, other than the Subsidiaries set forth in Schedule 5.1(ff);

- (ii) the authorized and issued capital (including, in the case of such Subsidiaries, owners of the same) of the Corporate Credit Parties is as described on Schedule 5.1(ff);
 - (iii) none of the Corporate Credit Parties owns any Equity Securities, or is, directly or indirectly, a member of, or a partner or participant in, any partnership, joint venture or syndicate other than as disclosed on Schedule 5.1(ff); and
 - (iv) no dividend or distribution has been declared, paid, or made upon or in respect of any Equity Securities in any Corporate Credit Party since September 30, 2015;
- (gg) **Shareholders' Agreements.** None of the Corporate Credit Parties is a party to any unanimous shareholder's or other agreement relating to shares owned by such shareholder, except as disclosed in Schedule 5.1(gg);
- (hh) **Financial Statements.** The financial statements of each Corporate Credit Party most recently delivered to the Administrative Agent pursuant to Section 6.1(a) have been prepared in accordance with GAAP consistently applied and each presents fairly:
- (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of such Corporate Credit Party as at the respective dates of the relevant statements; and
 - (ii) the sales and earnings of such Corporate Credit Party during the periods covered by such statements;
- (ii) **Financial Year.** The Financial Year of the Borrower ends on December 31 of each calendar year;
- (jj) **Debt.** None of the Corporate Credit Parties has any Debt except as permitted by Section 6.2(a). There exists no default under the provisions of any instrument evidencing such Debt, or any agreement relating thereto;
- (kk) **Solvency.** Each Credit Party is Solvent;
- (ll) **Security.** Each of the Security Documents to which a Credit Party is a party is effective to create in favour of the Administrative Agent for the benefit of the Secured Creditors, legal, valid and perfected first priority Liens in the Assets of such Credit Party subject to such Liens under such Security Documents (subject only to Permitted Liens which rank by law in priority), enforceable in accordance with its terms against third parties and any trustee in bankruptcy in the Assets of such Credit Party, except to the extent a secured creditor's rights are affected or limited by applicable bankruptcy, insolvency, moratorium, organization and other Applicable Law of general application limiting the enforcement of secured creditors' rights generally;

- (mm) **No Litigation.** There is no action, suit, arbitration or proceeding pending, taken or to the knowledge of the Credit Parties, threatened, before or by any Governmental Authority or arbitrator or by or against any elected or appointed public official or private person in Canada or elsewhere, which (i) challenges, or to the knowledge of the Credit Parties, has been proposed which could reasonably be expected to challenge, the validity or propriety of the transactions contemplated under the Credit Documents or the documents, instruments and agreements executed or delivered in connection therewith or related thereto, (ii) relates to any of the Collateral, or (iii) could reasonably be expected to have a Material Adverse Effect, except, in each case, as set out in Schedule 5.1(rr)(iv);
- (nn) **Location of Aircraft.** The principal maintenance base for the Aircraft shall be solely located in Alberta. The principal hangar location of each Aircraft is located at the place set out in Schedule 5.1(rr)(i);
- (oo) **Type of Aircraft for the Cape Town Convention.** Each of Aircraft 23 to 29 listed in Schedule 5.1(rr)(vii) is a helicopter and is a heavier than air machine supported in flight chiefly by the reaction of the air on one or more power-driven rotors on substantially vertical axes which are type certified by Aviation Authority to transport at least five (5) persons including crew, or goods in excess of 450 kilograms together with all installed, incorporated or attached accessories, parts and equipment (including rotors) and all data, manuals and records relating thereto. With respect to Aircraft 35 listed in Schedule 5.1(rr)(vii): (i) both of the Engines of such Aircraft combined have 620 rated take-off horsepower or the equivalent of such horsepower and (ii) the Airframe of each such Aircraft is of a type certified by the Aviation Authority to transport at least eight (8) persons (including crew) or goods in excess of 2750 kilograms;
- (pp) **Use of the Aircraft and Engines.** The Aircraft and the Engines are not and will not be used in military (other than mandatory search and rescue flights), customs or police services;
- (qq) **Contracting State of the Cape Town Convention.** Each Corporate Credit Party is "situated in a contracting state", being Canada, as contemplated in the Cape Town Convention;
- (rr) **Schedule Disclosure.** At the date of this Agreement:
 - (i) Schedule 5.1(rr)(i) is a list of all addresses at which each of the Corporate Credit Parties (i) have their respective chief executive office, head office, registered office and principal place of business, (ii) carry on business, (iii) maintain a principal hangar location for each Aircraft, or (iv) store any tangible personal property (except for goods in transit in the ordinary course of business), together with a list of all jurisdictions in which each of the Corporate Credit Parties (other than 173 and ADL) has any Account Debtors;

- (ii) Schedule 5.1(rr)(ii) is a list of all authorizations, permits, licenses, certifications, consents, registrations and approvals which are material to any Corporate Credit Party;
 - (iii) Schedule 5.1(rr)(iii) is a list of all Intellectual Property which is material to any of the Corporate Credit Party;
 - (iv) Schedule 5.1(rr)(iv) is a list of all actions, suits, arbitrations or proceedings pending, taken or to the knowledge of the Credit Parties, threatened, before or by any Governmental Authority or other Person affecting the Credit Parties or their Assets;
 - (v) Schedule 5.1(rr)(v) contains a list of all agreements, contracts or similar instruments to which each of the Credit Parties is a party or to which any of their Assets could be subject, for which breach, non-performance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect;
 - (vi) Schedule 5.1(rr)(vi) is a list of all Bank Accounts and securities accounts of the Corporate Credit Parties; and
 - (vii) Schedule 5.1(rr)(vii) contains a list of each Aircraft owned by a Credit Party (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);
- (ss) Bank Accounts. (i) No funds are received or deposited into Bank Accounts maintained by ADL and 173; and (ii) any funds which are received or deposited into Bank Accounts maintained by 185 are funds which have originated from a Blocked Account;
- (tt) Inactive Guarantors. Each of 173 and ADL (i) do not carry on any business whatsoever, (ii) do not own or lease any Equipment, Inventory, Accounts or any other personal or real property and assets, other than the Equity Securities listed in Schedule 5.1(ff), and (iii) have not granted a Lien to any Person and no Person otherwise has a Lien against it or its personal or real property and assets, other than Permitted Liens;
- (uu) No Default or Event of Default. No Default or Event of Default has occurred which has not been either remedied to the satisfaction of the applicable Secured Creditors or expressly waived by the applicable Secured Creditors in writing in accordance herewith;
- (vv) Anti-Terrorism, Anti-Corruption Laws. None of the Credit Parties and, to the knowledge of the Credit Parties, none of its other Related Parties (A) is in violation of any applicable Anti-Terrorism Law or Sanction, (B) deals in, or otherwise engages in any transaction related to, any property or interests in

property blocked pursuant to any Anti-Terrorism Law or Sanction, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanction. None of the proceeds of any Facility will be used by, on behalf of, or for the benefit of, any Person other than any Credit Party or will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, official of any public international organization, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the *Corruption of Foreign Public Officials Act* (Canada) and any similar laws, rules or regulations issued, administered or enforced by any Governmental Authority having jurisdiction over any of the Credit Parties. Each Credit Party and each Subsidiary thereof has taken measures appropriate to the circumstances (in any event as required by Applicable Law) to provide reasonable assurance that such Credit Party is and will continue to be in material compliance with applicable anti-corruption laws, rules and regulations; and

- (ww) Disclosure. All (i) forecasts and projections supplied by or on behalf of any of the Credit Parties to the Administrative Agent and the Lenders were prepared in good faith, adequately disclosed all relevant assumptions and are reasonable, and (ii) other written information supplied to the Administrative Agent and the Lenders by or on behalf of any of the Credit Parties is true and accurate in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained in such written information not misleading in light of the circumstances under which such statements were made. There is no fact known to any Credit Party which could reasonably be expected to have a Material Adverse Effect and which has not been fully disclosed to the Administrative Agent and the Lenders. No event has occurred which could reasonably be expected to have a Material Adverse Effect since the date of the last financial statements of any of the Credit Parties delivered to the Administrative Agent pursuant to Section 6.1(a).

Section 5.2 Survival of Representations and Warranties.

- (1) The representations and warranties in this Agreement and in any certificates or documents delivered to the Administrative Agent and the Lenders shall not merge in or be prejudiced by and shall survive any Advance and shall continue in full force and effect so long as any amounts are owing by any Credit Party to the Lenders under this Agreement or any other Credit Document, it being understood that to the extent such representations and warranties relate solely to a specified earlier date they only need to be true and correct as of such date.
- (2) The representations and warranties in Section 5.1 will be deemed to be repeated by the Borrower on the date of delivery of any Notice of Advance by the Borrower, the acceptance by the Borrower of any Advance, the last day of each Financial Quarter,

and the date of delivery of each Compliance Certificate, except to the extent that on or prior to such date the Borrower has advised the Administrative Agent in writing of a variation in any such representation or warranty, and the Majority Lenders have approved such variation in accordance with Section 10.1. Notwithstanding the foregoing, it is understood that to the extent such representations and warranties relate solely to a specified earlier date they only need to be true and correct as of such date.

ARTICLE 6 COVENANTS

Section 6.1 Affirmative Covenants

So long as any amount owing under this Agreement remains unpaid or any Lender has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors, 173 and ADL, except as otherwise specifically provided) shall:

- (a) **Financial Reporting.** Deliver to the Administrative Agent (with sufficient copies for each of the Lenders), in each case, in form and substance satisfactory to the Administrative Agent:
 - (i) as soon as available and in any event within 30 days prior to the commencement of each Financial Year, the Annual Business Plan of the Borrower for such Financial Year together with the detailed budget for the Financial Year providing supplementary detailed schedules and information supplementary to and consistent with the Annual Business Plan;
 - (ii) as soon as available and in any event within 25 days after the end of each calendar month, a consolidated balance sheet of the Borrower as of the end of such calendar month (commencing with the calendar month ending December 31, 2015), the related consolidated statement of income for such calendar month and for the portion of the Financial Year ended at the end of such calendar month and the related consolidated statement of cash flows for the portion of such Financial Year ended at the end of such calendar month, each prepared in accordance with GAAP setting forth in each case, a comparative form of the figures for the corresponding calendar month, the corresponding portion of such party's previous Financial Year and corresponding budget from the applicable Annual Business Plan, together with a summary of variances from the applicable projections;
 - (iii) as soon as practicable and in any event within 45 days after the end of each of the first three Financial Quarters in each Financial Year (x) a consolidated balance sheet of the Borrower as of the end of such Financial Quarter, (y) consolidating balance sheets of each Corporate

Credit Party (other than 173 and ADL) and (z) the related consolidated and unconsolidated statements of earnings and changes in financial position for such Financial Quarter and for the period commencing at the end of the previous Financial Year and ending with the end of such Financial Quarter; in each case (except for the statement of changes in financial position) setting forth in comparative form the figures for the corresponding Financial Quarter, corresponding portion of the previous Financial Year and corresponding budget from the Annual Business Plan, if applicable, together with a summary of variances from the applicable projections;

- (iv) as soon as is practicable and in any event within 45 days after June 30 and December 31 in each Financial Year, updates of the cash flow projections and budget from the Annual Business Plan for such Financial Year, together with a summary of variances from the applicable projections, which projections must be presented with at least 12 month forward looking information;
 - (v) as soon as practicable and in any event within 90 days after the end of each Financial Year, a copy of the annual financial statements of the Borrower for such Financial Year prepared on an unconsolidated and consolidated basis reported on by the Borrower's independent auditors; and
 - (vi) together with each delivery of financial statements, a Compliance Certificate substantially in the form of Exhibit 2, signed by two Key Officers;
- (b) **Borrowing Base Reporting.** Deliver to the Administrative Agent (with sufficient copies for each of the Lenders), a Borrowing Base Certificate of the Borrower substantially in the form of Exhibit 3, promptly on demand by the Administrative Agent and in any event, not less frequently than weekly, with the first such Borrowing Base Certificate to be delivered in respect of the week ending seven days after the Closing Date;
- (c) **Additional Reporting Requirements.** In the case of each Corporate Credit Party, deliver to the Administrative Agent (with sufficient copies for each of the Lenders):
- (i) as soon as practicable, and in any event within three days after the occurrence of each Default or Event of Default, a statement signed by a Key Officer acceptable to the Administrative Agent setting forth the details of the Default or Event of Default and the action which the Borrower or such other Credit Party proposes to take or has taken;
 - (ii) from time to time upon request of the Administrative Agent, and in any event at least annually, evidence of (A) the maintenance of all insurance required to be maintained pursuant to this Agreement,

including originals or copies as the Administrative Agent may request of policies, certificates of insurance, riders, endorsements and proof of premium payments, and (B) the good standing of all authorizations, permits, licences, certifications, consents, registrations and approvals material to any such Corporate Credit Party;

- (iii) from time to time upon request of the Administrative Agent: (A) sales trends for such Corporate Credit Party; (B) order backlog and work-in-progress; (C) summary description by manufacturer, model and serial number of all of such Corporate Credit Party's Aircraft; (D) records evidencing maintenance, repair and overhaul of any of such Aircraft or Engines thereof; and (E) copies of all notices, reports and other documents sent to shareholders and directors of such Corporate Credit Parties;
- (iv) promptly upon becoming aware thereof, a notice of (A) the threat of, or commencement of, any strike or lockout; (B) any work stoppage or other labour dispute in respect of the operations of such Credit Party; (C) any breach or non-performance of, or any default of such Credit Party under any material provision of any Material Agreement of such Corporate Credit Party; (D) any dispute, litigation, investigation, proceeding or suspension between such Credit Party and any Governmental Authority; (E) the threat of, commencement of, or any material adverse development in, any action, suit, arbitration, investigation or other proceeding affecting such Credit Party; and (F) any other matter, in the case of clauses (B) through (E) to the extent that the same has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and
- (v) such other material information respecting the condition or operations, financial or otherwise, of the Business or such Credit Party as the Administrative Agent, on behalf of the Lenders, may from time to time reasonably request;

(d) **Reporting as to Accounts and Inventory.**

- (i) With such frequency as the Administrative Agent may reasonably request, the Borrower shall deliver to the Administrative Agent such information as the Administrative Agent shall reasonably request with respect to its Accounts and Inventory, including, but not limited to, as set out below:
 - (A) no later than 10:00 a.m. (Calgary time) on each of (A) the day on which Borrower requests a Revolver Advance or (B) the first Business Day of each week, a Borrowing Base Certificate based on the Accounts and Inventory as of the end of the preceding week, together with a detailed summary of sources

of all of the revenues, including sales of Inventory, and credits and collections associated with Accounts;

- (B) on each anniversary of the Closing Date, and upon each renewal, confirmation of the existence of insurance, licenses and other certifications;
 - (C) no later than ten (10) days following Administrative Agent's request therefor, detailed schedules showing the aging of the Accounts of each Corporate Credit Party (other than those of 173 and ADL) and the accounting of its accounts payable, perpetual Inventory reports, detailing and cataloguing, inter alia, slow moving and obsolete Inventory and all Inventory locations of such Corporate Credit Party as of the end of the preceding month in form and content satisfactory to Administrative Agent and Bank Account reconciliations;
 - (D) no later than ten (10) days following Administrative Agent's request therefor, daily sales, cash receipts, journals and collections reporting of the Borrower;
 - (E) no later than ten (10) days following Administrative Agent's request therefore, a complete and updated list of Borrower's customers, including the name, address and telephone number of each customer; and
 - (F) any other reports required by Administrative Agent, upon reasonable request and notice by Administrative Agent, including, without limitation, periodic aging, dilution analyses, origination reports and default/charge-off reports;
- (ii) the Borrower shall notify the Administrative Agent promptly if:
- (A) the Borrower or any Corporate Credit Party (other than 173 and ADL) enters into a long-term sales contract with a Governmental Authority, and, if requested by Administrative Agent, such Corporate Credit Party shall execute all instruments and take all steps necessary to insure that all amounts due and to become due under such long-term contract are properly assigned to Administrative Agent under Applicable Law and the applicable Security Documents;
 - (B) the Borrower or any Corporate Credit Party (other than 173 and ADL) receives information with regard to any type or item of Collateral which might have in any way a Material Adverse Effect on the value of the Collateral as a whole or the rights and remedies of the Secured Creditors with respect thereto;

- (C) any Accounts due and owing in which amounts in excess of \$5,000.00 are in dispute by any single Account Debtor on an Eligible Receivable, and Borrower shall explain in detail the reason for the dispute, all claims related to the dispute, and the amount in controversy; or
 - (D) any Corporate Credit Party (other than 173 and ADL) changes or intends to change its Inventory valuation;
- (e) **Payments.** The Borrower shall duly and punctually pay or cause to be paid to the Administrative Agent and the Lenders all principal, interest, fees and other amounts payable hereunder and under the Credit Documents on the dates, at the places, and in the amounts and manner set forth in such documents;
- (f) **Corporate Existence.** Except as otherwise permitted in this Agreement, each Corporate Credit Party shall preserve and maintain its corporate existence;
- (g) **Permitted Uses.** The Borrower shall use the proceeds of the Advances hereunder only for the purposes permitted pursuant to Section 2.3;
- (h) **Compliance with Applicable Law, etc.** Each of the Credit Parties shall comply in all material respects with the requirements of all Applicable Law;
- (i) **Credit Policy and Accounts Receivable.** The Borrower shall maintain, at all times, written credit policies consistent with good business practices, adhere to such policies and use commercially reasonable efforts to collect accounts receivable in the ordinary course of business;
- (j) **Environmental Investigations.** Each of the Corporate Credit Parties (other than 173 and ADL) shall, promptly, if the Administrative Agent has a good faith concern that a discharge of a Contaminant has occurred or a condition exists on any of the Subject Properties that could have a Material Adverse Effect, cause to be conducted such environmental investigations (including, without limitation, environmental site assessments and environmental compliance reviews) as are reasonably required by the Administrative Agent, on the basis of a duly qualified environmental consultant approved by the Administrative Agent, and remedy any condition or non-compliance with Environmental Laws revealed by any such investigation, provided that, in the case of any of the Leased Properties, such Credit Party shall have no obligation to carry out such environmental investigations if such discharge or such existing conditions exists, other than by reason of any action or omission of any Credit Party;
- (k) **Maintenance of Subject Properties.** Each of the Corporate Credit Parties (other than 173 and ADL) shall (i) maintain, preserve and protect the Subject Properties, including the Buildings and Fixtures necessary in the operation of its business, in good working order and condition, taking into consideration

the character, age and use thereof, ordinary wear and tear excepted; (ii) make all necessary repairs, renewals, replacements, additions and improvements to the Subject Properties, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; (iii) use the standard of care typical in the industry of the Borrower in the operation and maintenance of its facilities; and (iv) preserve or renew all of its registered patents, trademarks, trade names and service marks (including licenses thereof), except to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect;

- (l) **Material Agreements.** Each Credit Party shall perform and observe, in all material respects, all terms and provisions of each Material Agreement to which it is a party to be performed or observed by such Credit Party and maintain each Material Agreement in full force and effect in accordance with its terms;
- (m) **Payment of Taxes and Claims.** In the case of each of the Credit Parties (including for an avoidance of doubt, the Individual Guarantors), pay or cause to be paid when due, (i) all Taxes imposed upon such Credit Party or upon its income, sales, capital or profit or any other Assets belonging to it before the same becomes delinquent or in default, and (ii) all claims which, if unpaid, might by Applicable Law become a Lien upon the Assets of such Credit Party, except any such Tax which is being contested in good faith and by proper proceedings and in respect of which the Credit Party has established adequate reserves in accordance with GAAP or which are Permitted Liens;
- (n) **Keeping of Books.** Each of the Corporate Credit Parties which is engaged in the Business shall keep (i) proper books of record and account, in which full and correct entries shall be made, in all material respects, in respect of the Business, in accordance with GAAP, (ii) books and records pertaining to its Collateral in such detail, form and scope as the Administrative Agent reasonably requires, and (iii) all records, logs, serviceability tags and other documents and materials in respect of its Inventory and Aircraft required by Applicable Law for aircraft and inventory;
- (o) **Warranty Coverage.** Each of the Corporate Credit Parties which owns any Aircraft shall ensure warranty coverage for all of its Aircraft that is at least as extensive as the warranties and other produce assurance documents that are maintained by similarly-situated business in accordance with industry practice;
- (p) **Eligible Inventory.** Each of the Corporate Credit Parties which owns Eligible Inventory shall keep all Eligible Inventory only at the Subject Properties (except that Eligible Inventory may be located at the premises of or otherwise put into the possession or control of any bailee, warehouseman, repair station, servicer, mechanic, vendor, supplier, or other Person if a landlord waiver, collateral access agreement, or similar arrangement has been put in

place with such Person in favour of the Administrative Agent), and maintain a tracking system to monitor the whereabouts of Eligible Inventory;

- (q) **Royal Bank of Canada.** In the case of the Borrower, ensure that the credit card balance outstanding at any time to Royal Bank of Canada shall remain below the value of the guarantee investment certificate held by Royal Bank of Canada in the amount of \$102,000.00;
- (r) **Visitation and Inspection.** At any commercially reasonable time or times, and as often as reasonably requested, at the sole expense of the Borrower, each of the Corporate Credit Parties shall permit each Lender and the Administrative Agent to (i) visit its properties, (ii) examine, audit and make extracts from and copies of such financial records, and (iii) discuss with its respective directors, partners, Key Officers, officers, supplier, customer and independent auditors its respective businesses, assets, liabilities, financial positions, results of operations, and business prospects, at all reasonable times during normal business hours and with reasonable advance notice;
- (s) **Maintenance of Insurance.** Each of the Corporate Credit Parties shall maintain with financially sound and reputable insurance companies not Affiliates of any Corporate Credit Party, in respect of such Corporate Credit Party, and at all times, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, including but not limited to, commercial property insurance, all risks property damage, commercial general liability, worker's compensation, business interruption and other insurance, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. The policies or certificates of insurance evidencing such insurance coverage must show the Administrative Agent as additional insured on behalf of the Secured Creditors (in the case of liability insurance) and first loss payee under a mortgage clause in a form acceptable to the Administrative Agent. The policies for such insurance shall provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Administrative Agent of written notice thereof;
- (t) **Maintenance of Life Insurance Policy.** Each of the Individual Guarantors shall maintain the Life Insurance Policy in respect thereof at all times with a responsible insurance carrier showing the Administrative Agent as additional insured on behalf of the Secured Creditors and first loss payee. The Life Insurance Policy shall provide that no cancellation shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof. No Credit Party shall amend or modify the Life Insurance Policy without the prior consent of the Administrative Agent;
- (u) **Anti-Terrorism Laws.** Each of the Credit Parties shall promptly provide all information with respect to such Credit Party, its respective directors,

authorized signing officers, direct or indirect shareholders or other Persons in control of such Credit Party, including supporting documentation and other evidence, as may be reasonably requested by the Administrative Agent or a Lender or any prospective assignee or participant of the Administrative Agent or a Lender, in order to comply with any applicable Anti-Terrorism Laws or such other applicable "know your client" laws and requirements, whether now or hereafter existence;

- (v) **Maintenance of the Aircraft.** At its expense, each of the Corporate Credit Parties which owns an Aircraft shall, at all times, service, repair, maintain and overhaul the Airframe, Engines and Major Components thereof, 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 such Airframe, Engines and Major Components: (i) so as to keep such 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 such Airframe, Engines and Major Components and in accordance with the Maintenance Programs, (ii) so as to keep such Airframe, Engines and Major Components in good operating condition in conformity with the standards maintained by the Corporate Credit Parties in respect to the other similar aircraft and engines in its fleet, and (iii) so as to keep such Airframe, Engines and Major Components in such operating and other condition as may be necessary to enable the certificate of airworthiness to be maintained in good standing under all applicable regulations of the Aviation Authority;
- (w) **Geographic Operation Restrictions.** None of the Corporate Credit Parties which owns an Aircraft shall operate the Aircraft: (i) outside of Canada and the Continental United States of America or any other country or area approved in writing by the Administrative Agent, (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.

At the Closing Date, each Aircraft owned by a Corporate Credit Party and related assets may be located solely in Canada however, each Corporate Credit Party acknowledges that Secured Creditors have only registered its Security in the Province of Alberta.

None of the Corporate Credit Parties which owns an Aircraft shall, without the prior written consent of the Administrative Agent, change the location of the principal maintenance base of such Aircraft from the locations set out in Schedule 5.1(rr)(i).

If an Aircraft owned by a Corporate Credit Party is redeployed outside Canada in excess of 30 days, the applicable Corporate Credit Party shall

advise the Administrative Agent, immediately upon taking the decision to redeploy (but at least thirty (30) days prior to any such redeployment), to allow the Administrative Agent to obtain all necessary security and complete all registrations or filings as the Administrative Agent shall deem necessary or advisable to preserve, perfect, protect and render opposable the Security in the Aircraft and related assets, the whole at Borrower's cost and expense. The Administrative Agent shall also receive the favourable opinion(s) of counsel to applicable Corporate Credit Party as to the perfection, enforceability, opposability and priority of Security being provided therein in form and substance satisfactory to the Administrative Agent, acting reasonably.

Each Corporate Credit Party shall, upon request by the Administrative Agent, advise the Administrative Agent of the location and anticipated schedule and area of operation of an Aircraft owned by it;

- (x) **Registration of Aircraft.** At its expense, each Corporate Credit Party which owns an Aircraft shall keep such Aircraft registered in Canada in the name of the relevant Corporate Credit Party (if qualified) or the operator thereof or any other Person with the prior written consent of the Administrative Agent in accordance with Applicable Law at all times;
- (y) **Possession and Costs of the Aircraft.** Each Corporate Credit Party which owns an Aircraft shall 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 the applicable Corporate Credit Party. Subject as herein otherwise provided, each Corporate Credit Party shall not, without the prior written consent of the Administrative Agent, assign, dry-lease, lease, sublease, wet lease, deliver, transfer or otherwise relinquish operational control or possession of the Aircraft owned by it to any other Person. The obligations, covenants and liabilities of each Corporate Credit Party 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 each Corporate Credit Party has paid all sums for which it is obligated hereunder;
- (z) **Use of Aircraft.** At all times, each Corporate Credit Party which owns an Aircraft shall use the Aircraft solely in commercial or other similar operations for which each Owner of such Aircraft is duly authorized by Applicable Law, the Applicable Law of any jurisdiction where the Administrative Agent has authorized a Credit Party to used or operate an Aircraft in accordance with the terms and conditions set out herein and/or any jurisdiction to whose Applicable Law the 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. Each Owner shall not use the Aircraft owned by it 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 Section 6.1(n);

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

- (i) deliver possession of the Aircraft, Airframe, Engines, Major Components or Parts which it owns 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;
- (ii) remove any of the Engines from the Aircraft which it owns provided that such Engine remains free and clear of all Liens other than Permitted Liens, and further provided that: (a) it shall inform the Administrative Agent of the location of the original Engines, (b) at any time an original Engine has been removed from the Aircraft or any Airframe, the applicable Corporate Credit Party or Owner which owns the same shall maintain insurance as specified elsewhere herein in respect of the removed Engine and (c) the applicable Corporate Credit Party or Owner shall be entitled to install on such 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 the such Corporate Credit Party or Owner 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 Liens other than Permitted Liens, 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 the Secured Creditors under the Security and the Secured Creditors shall have a first priority Lien in such installed engine free and clear of all Liens other than Permitted Liens; and

- (iii) remove any of the Major Components from an Aircraft owned by a Corporate Credit Party provided that such Major Component remains free and clear of all Liens other than Permitted Liens, and further provided that (a) such Corporate Credit Party shall inform the Administrative Agent of the location of the original Major Components, (b) at any time an original Major Component has been removed from such Aircraft or Airframe, the applicable Corporate Credit Party or Owner shall maintain insurance as specified elsewhere herein in respect of the removed Major Component and (c) the applicable Corporate Credit Party or Owner 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, such Corporate Credit Party or Owner 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 Liens other than Permitted Liens, 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 the Secured Creditors under the Security and the Administrative Agent shall have a first priority Lien in such installed engine free and clear of all Liens other than Permitted Liens;

(aa) Replacement of Parts.

- (i) At the expense of each Corporate Credit Party which owns an Aircraft, promptly replace or cause to be replaced all Parts thereof (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, the applicable Corporate Credit Party or Owner may remove any Parts of such Aircraft, provided that such Corporate Credit Party or Owner shall replace such Parts as promptly as practicable), all replacement parts shall be free and clear of all Liens except for Permitted Liens, 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 an Aircraft owned by any of the Corporate Credit Parties 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 the Owner thereof and such parts shall have become subject to this Security free and clear of all Liens except for Permitted Liens (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;

- (bb) **Event of Loss with Respect to an Engine.** Upon the occurrence of an Event of Loss with respect to an Engine owned by a Corporate Credit Party under circumstances in which there has not occurred an Event of Loss with respect to the Aircraft or Airframe, the applicable Corporate Credit Party shall give the Administrative Agent 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 the Secured Creditors as replacement for such Engine a replacement engine, free and clear of all Liens except Permitted Liens (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;
- (cc) **Event of Loss with Respect to a Major Component.** Upon the occurrence of an Event of Loss with respect to a Major Component owned by a Corporate Credit Party under circumstances in which there has not occurred an Event of Loss with respect to the Aircraft or Airframe, the applicable Corporate Credit Party shall give the Administrative Agent 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 the Administrative Agent as replacement for such Major Component a replacement major component, free and clear of all Liens except Permitted Liens (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;

- (dd) **Aviation Authority Inspection.** Each Corporate Credit Party which owns an Aircraft shall provide the Administrative Agent promptly with any notice of deficiency issued by the Aviation Authority as a result of any inspection of the Aircraft by the Aviation Authority;
- (ee) **Cape Town Convention.** Each Corporate Credit Party shall, at its own cost, take such further actions, including the execution and delivery of such agreements and other instruments as may, in the Administrative Agent's opinion, be necessary or advisable to create, perfect, maintain perfected or further protect the Lien of Secured Creditors which own the same in and to the Aircraft and the Engines owned thereby. Without limiting the foregoing, each Corporate Credit Party agrees to do any and all things necessary in Canada to perfect recognition of the Lien of the Secured Creditors in and to the Aircraft and Engines owned by it and provide all documents to protect such Secured Creditors' 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. Each such Corporate Credit Party 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 Agent's prior written consent, which may be withheld, delayed or conditioned in its sole discretion; and
- (ff) **Further Assurances.** At the cost and expense of the Borrower, upon request of the Administrative Agent, each Credit Party shall execute and deliver or cause to be executed and delivered to the Administrative Agent such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of the Administrative Agent to carry out more effectually the provisions and purposes of the Credit Documents.

Section 6.2 Negative Covenants.

So long as any amount owing under this Agreement remains unpaid or any Lender has any obligation under this Agreement and, unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors, 173 and ADL, except where otherwise specified) shall not:

- (a) **Debt.** Create, incur, assume or suffer to exist any Debt except:
 - (i) Debt of the Borrower to the Lenders under the Credit Documents;
 - (ii) Guarantees by the Credit Parties in favour of the Administrative Agent and the Lenders pursuant to the Credit Documents;

- (iii) Debt existing on the date hereof and disclosed on Schedule 6.2(a)(iii) to the extent such Debt conforms to its description on Schedule 6.2(a)(iii) and provided that, upon the request of the Administrative Agent, the Borrower shall use commercially reasonable efforts to cause the creditor under any such Debt to enter into intercreditor arrangements satisfactory to the Administrative Agent; and
- (iv) *bona fide* trade payables in the ordinary course of business;
- (b) **Treatment of Administrative Agent and Lenders.** Engage, except as required by Applicable Law, in any conduct that would result in the Administrative Agent or the Lenders receiving proportionally less payments or less favourable treatment than it would otherwise be entitled to hereunder or under the Credit Documents;
- (c) **Liens.** Create, incur, assume or suffer to exist, any Lien on: (i) in respect of the Corporate Credit Parties, any Assets of such Corporate Credit Party; and (ii) in respect of the Individual Guarantors, any Collateral of such Individual Guarantor, except, in each case, Permitted Liens;
- (d) **Mergers, Etc.** Enter into any reorganization, consolidation, amalgamation, arrangement, winding-up, merger or other similar transaction, except for an amalgamation of certain of the Corporate Credit Parties which has been disclosed to the Administrative Agent in writing at least thirty days prior to such amalgamation becoming effective;
- (e) **Disposal of Assets Generally.** Sell, exchange, lease, release or abandon or otherwise dispose of, any assets or properties (other than securities) to any Person other than (i) *bona fide* sales, exchanges, leases, abandonments or other dispositions in the ordinary course of business for the purpose of carrying on the Business or its business, as the case may be, and in the case of sales, exchanges, lease or other dispositions, at fair market value, to the extent that the same may be obtained on a commercially reasonable basis (provided that any sale or exchange of Inventory in satisfaction of indebtedness of such Credit Party shall not be deemed a sale of Inventory in the ordinary course of business); and (ii) property or assets (other than securities) which have no material economic value in the Business or business or are obsolete or worn out;
- (f) **Transactions with Related Parties.** Directly or indirectly, enter into any agreement with, make any financial accommodation for, or otherwise enter into any transaction with, a Related Party except in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms not less favourable to the Borrower or the Credit Party, as the case may be, than could be obtained in a comparable arm's length transaction with another Person, including entering into or assuming any employment,

consulting or analogous agreement or arrangement with any of its or their directors or senior or executive officers or senior management;

- (g) **Change in Management, Financial Reporting, Etc.** Make any change in (i) senior management of any Credit Party, (ii) the compensation arrangements of any Key Officer, or (iii) the capital structure of any Credit Party, in each case, without the prior consent of the Administrative Agent;
- (h) **Nature of Business.** Engage in any business other than (i) the businesses engaged in as of the Closing Date, and (ii) such other lines of business as may be reasonably related or complementary thereto.
- (i) **Share Capital.** Issue any Equity Securities except to a Credit Party provided that all such Equity Securities have been pledged to, and certificates representing the same together with stock transfer powers duly executed in blank have been delivered to, the Administrative Agent pursuant to the Security Documents. No Credit Party shall permit or facilitate the transfer of any Equity Securities issued by such Credit Party without the prior written consent of the Administrative Agent, which shall not be unreasonably withheld;
- (j) **New Subsidiaries.** Form or acquire any new Subsidiaries, or acquire Equity Securities in any entity other than a Credit Party;
- (k) **Restricted Payments.** Declare, make or pay any Restricted Payments except the payment of salaries and fees to officers or directors of any Credit Party in their capacity as such pursuant to existing agreements which are satisfactory to the Administrative Agent, in its sole discretion;
- (l) **Bonuses, Retainers, Trust Accounts.** Make any payments on account of bonuses or new retainers or establish or create any trust accounts;
- (m) **Investments.** Make any Investment in any Person or otherwise acquire (in one or a series of related transactions) any part of the property (whether tangible or intangible) of any Person (or agree to do any of the foregoing at any future time) other than;
 - (i) Capital Expenditures to the extent permitted under Section 6.3(b);
 - (ii) purchases and other acquisitions of Goods and intangible property in the ordinary course of business;
 - (iii) investment in Cash Equivalents; and
 - (iv) leases of real property in the ordinary course of business;

provided that any property acquired thereby shall be subject to perfected or registered first ranking priority charge or security interest in favour of the

Administrative Agent for the benefit of the Secured Creditors free and clear of all Liens other than Permitted Liens;

- (n) **Pension Plans and Collective Bargaining Agreements.** Enter into any pension plans or collective bargaining agreements;
- (o) **Hedging.** Enter into or suffer to exist any (i) any commodities speculation except in the ordinary course of business, or (ii) any foreign exchange contracts or swap contracts unless such contracts are unsecured;
- (p) **Financial Year.** Change its Financial Year;
- (q) **Amendments.**
 - (i) Make or permit to be made any amendments to any Material Agreement to which it is a party if such amendments could reasonably be expected to have a Material Adverse Effect or to be adverse to the interests of the Lenders under the Credit Documents;
 - (ii) (A) Amend or change any of its articles, by-laws or other constituting documents or (B) enter into any agreement with respect to its Equity Securities restricting transfer of the same or otherwise adverse to the interests of the Lenders under the Credit Documents;
- (r) **Agreements.** Enter into any agreement or other arrangement that could reasonably be expected to have a Material Adverse Effect on or to be adverse to the interests of the Administrative Agent or the Lenders under the Credit Documents;
- (s) **Restrictive Agreements.** Directly or indirectly enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (i) the ability of any Credit Party to create, incur or permit to exist any Lien upon any of its Assets; (ii) the ability of any Credit Party to pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits or to make or repay loans or advances to any Credit Party or to provide a guarantee of any Debt of any Credit Party; or (iii) the ability of any Credit Party to sell, lease or transfer any of its Assets to any other Credit Party; in each case, except: (w) restrictions and conditions contained in the Credit Documents; (y) customary provisions in leases and other ordinary course contracts restricting the assignment, sub-letting or pledge thereof;
- (t) **Compromise of Accounts.** Compromise or adjust any of its Accounts (or extend the time for payment thereof) or grant any discounts, allowances or credits, except to the extent contemplated by Section 5.1(x);

- (u) **Invoices.** Redate any invoice or sale or provision of service or make sales or provide services on extended dating beyond that customary in the Business or the business of the Credit Party;
- (v) **Contaminants, etc.** Permit any asbestos, asbestos-containing materials, PCBs, radioactive substances or any other Contaminants which could be the subject of a clean-up order to be located in, on, at, under or about any Subject Property, except in respect of a Leased Property if any such Contaminants were not located thereon by a Credit Party. Permit any underground storage systems to be located or installed at any Subject Property, except in the case of a Leased Property if any such storage systems were not located or installed thereon by such Credit Party;
- (w) **Bank Accounts, Securities Accounts.** Permit any Bank Account or securities account to exist or be established unless (i) in the case of the Blocked Account Credit Parties, such Bank Account is a Blocked Account or such securities account is subject to a control agreement, as applicable, in favour of, and satisfactory in form and substance to, the Administrative Agent; (ii) the Administrative Agent has viewing rights by way of electronic access to such Bank Account or securities account, as applicable, including the transactions and balances with respect to such Bank Account or securities account, as applicable; (iii) in the case of 185, at no time shall such Bank Account contain greater than \$5,000.00; and (ii) in the case of ADL and 173, no funds are received or deposited into such Bank Accounts or such securities accounts; or
- (x) **Inactive Guarantors.** Permit either of 173 and ADL to (i) carry on business, (ii) own or lease any personal or real property and assets, other than the Equity Securities listed in Schedule 5.1(ff), and (iii) grant a Lien to any Person against it or its personal or real property and assets, other than Permitted Liens.

Section 6.3 Financial Covenants.

So long as any amount owing under this Agreement remains unpaid or the Administrative Agent or any Lender has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1, the Borrower shall:

- (a) **Minimum EBITDAR.** Maintain, for the trailing periods indicated below, the following minimum EBITDAR, with testing of such covenant to occur on the last day of the applicable Financial Quarter:

<u>Trailing Period</u>	<u>EBITDAR</u>
Trailing 6 months ending June 30, 2016 of:	\$1,700,000
Trailing 9 months ending September 30, 2016 of:	\$5,000,000
Trailing 12 months ending December 30, 2016 and each Financial Quarter thereafter of:	\$6,900,000

- (b) **Maximum Capital Expenditures.** Neither the Borrower, any Corporate Guarantor nor any of their respective Subsidiaries shall (without the prior written consent of Administrative Agent) purchase, make or enter any commitment to make, directly or indirectly, any Capital Expenditure in any Financial Year, other than, in respect of Borrower Capital Expenditures in an amount not to exceed in the aggregate \$1,000,000.00 for each Financial Year during the term of this Agreement. Notwithstanding anything to the contrary herein, no Capital Expenditure may be made if a Default or an Event of Default has occurred and is continuing or a Default or an Event of Default would occur as a consequence thereof.

Section 6.4 Security Covenants.

So long as any amount owing under this Agreement remains unpaid or any Lender has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors, 173 and ADL) shall:

- (a) **Status of Accounts, Collateral.** With respect to the Collateral (i) promptly notify the Administrative Agent if any Account in excess of \$20,000.00 arises out of contracts with any Governmental Authority, and execute, or cause any applicable Credit Party to execute, any instruments and take, or cause any applicable Credit Party to take, any steps required by the Administrative Agent in order that all moneys due or to become due under the contract are assigned to the Administrative Agent and notice of such assignment be given to the Governmental Authority, (ii) report promptly to the Administrative Agent any matters materially adversely affecting the value, enforceability or collectability of the Collateral, taken as a whole, (iii) if any amount payable under or in connection with any Account in excess of \$20,000.00 (or the Equivalent Amount in any other currency) is evidenced by a promissory note or other instrument, notify the Administrative Agent in writing and, upon the request of the Administrative Agent, forthwith pledge, endorse, assign and deliver, or cause any applicable Credit Party to pledge, endorse, assign and deliver, to the Administrative Agent the promissory note or instrument, as additional Collateral, and (iv) notify the Administrative Agent in writing of any agreement under which any terms of sale or service (written or oral) which are materially different from normal operating procedures may have been or will be granted;
- (b) **Business Outside Certain Jurisdictions.** (A) Obtain the written consent of the Administrative Agent in respect of (i) any proposed change in the location of (w) any place of business of such Credit Party, (x) the chief executive office, registered office, principal place of business or head office of such Credit Party, and (y) any place where tangible Assets of such Credit Party are stored, and (ii) any proposed change in the name (including the adoption of a French form of name) of such Credit Party, and (B) promptly notify the Administrative Agent of any change in the name, address, contact

details or terms affecting any material Account Debtors of such Credit Party;
and

- (c) **Perfection and Protection of Security Interest.** Promptly file and perfect any Security that requires filing in order to perfect; and promptly cure or cause to be cured any defects in the execution and delivery of any of the Credit Documents by a Credit Party or any defects in the validity or enforceability of any of the Security relating to a Credit Party and at its expense, execute and deliver or cause to be executed and delivered, all such agreements, instruments and other documents (including the filing of any financing statements or financing change statements) as the Administrative Agent may consider necessary or desirable to protect or otherwise perfect the Security.

ARTICLE 7 CHANGES IN CIRCUMSTANCES

Section 7.1 Increased Costs.

(1) If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;
- (b) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any Advance made by it or any participation by it in any Advance, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes for which a payment has been made by a Credit Party pursuant to Section 7.2 and the imposition, or any change in the rate, of any Excluded Taxes payable by such Lender; or
- (c) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Advances made by such Lender or in which such Lender has a participation interest;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, maintaining, issuing or participating in any Advance (or of maintaining its obligation to make, issue or participate in any such Advance), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

- (2) If any Lender reasonably determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the

Advances made by, issued, or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

- (3) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 7.1(1) or Section 7.1(2), including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be prima facie evidence of such amount or amounts. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.
- (4) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section 7.1 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.
- (5) The provisions of this Section 7.1 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 7.2 Taxes.

- (1) If any Credit Party, the Administrative Agent, any Lender or any other recipient is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of any Credit Party hereunder or under any other Credit Document, then (i) the sum payable shall be increased by the applicable Credit Party when payable as necessary so that after making or allowing for all required deductions and payments for Indemnified Taxes (including deductions and payments applicable to additional sums payable under this Section 7.2), the Administrative Agent, any Lender or other recipient, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments for Indemnified Taxes been required, (ii) the applicable Credit Party shall make any such deductions required to be made by it under Applicable Law and (iii) the applicable Credit Party shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.
- (2) Without limiting the provisions of Section 7.2(1) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

- (3) Each Credit Party, on a joint and several basis, shall indemnify the Administrative Agent, each Lender and any other recipient of a payment by or on account of any obligation of the Credit Parties hereunder or under any other Credit Document, within 30 days after demand therefor, which the Administrative Agent or such Lender shall make as soon as practical after it has determined that it is entitled to indemnification, for the full amount of any such Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid or payable by the Administrative Agent, Lender or recipient and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by such Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be prima facie evidence of such amount or amounts.
- (4) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Credit Party to a Governmental Authority, such Credit Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.
- (5) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which a Credit Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Credit Document shall, at the request of such Credit Party, deliver to such Credit Party (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by such Credit Party or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by a Credit Party or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by such Credit Party or the Administrative Agent as will enable such Credit Parties or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements.
- (6) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Credit Party or with respect to which a Credit Party has paid additional amounts pursuant to this Section 7.2, it shall pay over to such Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under this Section 7.2 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of the Administrative Agent or such Lender and without interest (other than any interest

paid by the relevant Governmental Authority with respect to such refund); provided, that such Credit Party, upon the request of the Administrative Agent or such Lender, shall repay the amount paid over to such Credit Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 7.2(6), in no event will the Administrative Agent or such Lender be required to pay any amount to a Credit Party pursuant to this Section 7.2(6) the payment of which would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the Administrative Agent or such Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to any Credit Party or any other Person.

- (7) The provisions of this Section 7.2 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 7.3 Illegality.

If any Lender reasonably determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, issue or participate in the Facilities, or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay the Facilities or take any necessary steps with respect to the Facilities, which are within its reasonable control, in order to avoid the activity that is unlawful. Upon any such prepayment, the Borrower shall also pay accrued interest on the amount so prepaid and any applicable breakage costs and amounts as a result of prepayment to a Lender. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

ARTICLE 8 EVENTS OF DEFAULT

Section 8.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an event of default under this Agreement (an "Event of Default"):

- (a) the Borrower fails to pay any amount of the Advances Outstanding when such amount becomes due and payable;
- (b) the Borrower fails to pay any interest, Fees or other amounts payable hereunder when they become due and payable;
- (c) the Borrower fails to pay legal and advisor fees of the Administrative Agent and the Lenders within five (5) Business Days of being invoiced therefor;
- (d) any representation or warranty or certification made or deemed to be made by a Credit Party or any of their respective directors or officers in any Credit Document shall prove to have been incorrect in any material respect when made or deemed to be made;
- (e) a Credit Party fails to perform, observe or comply with any other term, covenant or agreement contained in this Agreement or any other Credit Document to which it is a party;
- (f) any of the Credit Parties fails to pay the principal of, or premium or interest or other amount on, any of its Debt (excluding Debt under this Agreement) which is outstanding in an aggregate principal amount exceeding \$100,000.00 (or the Equivalent Amount in another currency) when such amount becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to the Debt; or any other event occurs or condition exists and continues after the applicable grace period, if any, specified in any agreement or instrument relating to any such, if its effect is to accelerate, or permit the acceleration of the Debt; or any such Debt shall be declared to be due and payable prior to its stated maturity;
- (g) any Credit Party fails to perform or observe any term, covenant or agreement contained in any Material Agreement on its part to be performed or observed where such failure could reasonably be expected to have a Material Adverse Effect; or any Material Agreement is terminated or revoked or permitted to lapse (other than in accordance with its terms and not as a result of default);
- (h) any Credit Party repudiates its obligations under any Credit Document or claims any of the Credit Documents to be invalid or withdrawn in whole or in part;
- (i) any one or more of the Credit Documents or any material provision thereof ceases to be, or is determined by a court of competent jurisdiction not to be, a legal, valid and binding obligation of any Credit Party which is a party thereto, enforceable by the Administrative Agent and the Lenders or any of them against such Credit Party;

- (j) if any of the Security at any time shall not constitute a valid and perfected first priority Lien on any material Collateral thereunder or any material Assets intended to be Collateral thereunder, subject only to Permitted Liens which rank by law in priority;
- (k) any judgment or order for the payment of money in excess of \$100,000.00 (or the Equivalent Amount in another currency) is rendered against any of the Credit Parties, except to the extent fully covered (other than for customary deductibles) by insurance pursuant to which the insurer has not denied coverage, and either (i) enforcement proceedings have been commenced by a creditor upon the judgment or order, or (ii) there is a period of 15 consecutive days during which a stay of enforcement of the judgment or order, by reason of a pending appeal or otherwise, is not in effect;
- (l) any Credit Party incurs any Environmental Liabilities which will require expenditures, (i) for any one occurrence, in excess of \$30,000.00 (or the Equivalent Amount in another currency), or (ii) aggregating in any Financial Year on a consolidated basis, \$60,000.00 (or the Equivalent Amount in another currency);
- (m) there is a Change of Control;
- (n) any of the Credit Parties (i) becomes insolvent or generally not able to pay its debts as they become due, (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors, (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding up, administration, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any Applicable Law relating to bankruptcy, insolvency, reorganization or relief of debtors including any proceeding under applicable corporate law seeking a compromise or arrangement of, or stay of proceedings to enforce, some or all of the debts of such Person, or (z) the entry of an order for relief or the appointment of a receiver, receiver-manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its Assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismissed or unstayed for a period of 30 days, such Person fails to diligently and actively oppose such proceeding, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, receiver-manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its properties and assets) occurs, or (iv) takes any corporate action to authorize any of the above actions;
- (o) there has occurred an event or development that could, in the sole opinion of the Majority Lenders, reasonably be expected to have a Material Adverse Effect; or

- (p) the audited consolidated financial statements of the Borrower are qualified by an Impermissible Qualification.

Section 8.2 Acceleration.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and shall at the request of the Majority Lenders, by written notice to the Borrower declare the Facilities, all accrued interest and Fees and all other amounts payable under this Agreement to be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided that, upon the occurrence of an Event of Default under Section 8.1(n), the Facilities, all accrued interest and Fees and all other amounts payable under this Agreement shall become immediately due and payable, with any presentment, demand, protest or notice of any kind from the Administrative Agent or any Lender.

Section 8.3 Remedies upon Default.

- (1) Upon a declaration that the Facilities are immediately due and payable pursuant to Section 8.2, the Administrative Agent shall at the request of, or may with the consent of, the Majority Lenders, commence such legal action or proceedings as the Majority Lenders, in their sole discretion, deem expedient, including the commencement of enforcement proceedings under the Credit Documents, all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any property or assets, or any other action or notice, all of which are expressly waived by the Credit Parties.
- (2) The rights and remedies of the Administrative Agent and the Lenders under the Credit Documents are cumulative and are in addition to, and not in substitution for, any other rights or remedies. Nothing contained in the Credit Documents with respect to the indebtedness or liability of the Credit Parties to the Secured Creditors, nor any act or omission of the Secured Creditors, or any of them, with respect to the Credit Documents or the Security, provided that such act or omission is not in breach of any term or provision of the Credit Documents, shall in any way prejudice or affect the rights, remedies and powers of the Secured Creditors under the Credit Documents and the Security.

Section 8.4 Right of Set-off.

If a Default or an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Credit Parties against any and all of the obligations of the Credit Parties now or hereafter existing under this Agreement or any other Credit Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Credit Document and although such obligations of the Credit Parties may be contingent or unmatured. The rights of each of the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies

(including other rights of set-off, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such set-off and application, but the failure to give such notice shall not affect the validity of such set-off and application. If any Affiliate of a Lender exercises any rights under this Section 8.4, it shall share the benefit received in accordance with Section 9.13 as if the benefit had been received by the Lender of which it is an Affiliate.

Section 8.5 Application of Cash Proceeds of Realization.

- (1) All Proceeds of Realization not in the form of cash shall be forthwith delivered to the Administrative Agent and disposed of, or realized upon, by the Administrative Agent in such manner as the Majority Lenders may approve so as to produce Cash Proceeds of Realization.
- (2) Subject to the claims, if any, of secured creditors of the Credit Parties whose security ranks in priority to the Security, all Cash Proceeds of Realization shall be applied and distributed, and the claims of the Secured Creditors shall be deemed to have the relative priorities which would result in the Cash Proceeds of Realization being applied and distributed, as follows:
 - (a) first, to the payment of all reasonable costs and expenses (including fees of counsel) of the Administrative Agent in connection with enforcing the rights of the Lenders under this Agreement and the applicable Credit Documents, including all expenses of sale or other realization of or in respect of the Collateral, including compensation to the agents and counsel for the Administrative Agent, and all expenses, liabilities and advances incurred or made by the Administrative Agent in connection therewith, and any other obligations owing to the Administrative Agent in respect of sums advanced by the Administrative Agent to preserve the Collateral or to preserve the Security in the Collateral;
 - (b) second, to the payment of all reasonable costs and expenses (including fees of counsel) of each of the Lenders in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Obligations owing to such Lender;
 - (c) third, to the payment of all of the Obligations consisting of accrued fees and interest;
 - (d) fourth, except as set forth in clauses (a) through (c) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the Term Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Administrative Agent for the account of the Lenders and the Administrative Agent, with each Lender and the Administrative Agent receiving an amount equal to its outstanding Obligations under the Term Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining

to be distributed until all Obligations under the Term Facility are satisfied in full;

- (e) fifth, except as set forth in clauses (a) through (c) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the Revolver Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Administrative Agent for the account of the Lenders and the Administrative Agent, with each Lender and the Administrative Agent receiving an amount equal to its outstanding Obligations under the Revolver Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining to be distributed until all Obligations under the Revolver Facility are satisfied in full; and
 - (f) sixth, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.
- (3) In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided in paragraph (2) above until exhausted prior to application to the next succeeding subsection, and (ii) each of the Secured Creditors shall receive an amount equal to its Pro-Rata Share (as defined below) of amounts available to be applied pursuant to Section 8.5(2)(b), Section 8.5(2)(c), Section 8.5(2)(d) and Section 8.5(2)(e).
- (4) For purposes of this Section 8.5, "Pro-Rata Share" means, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Obligations and the denominator of which is the then outstanding amount of all Obligations. If any payment to any Secured Creditor of its Pro-Rata Share of any distribution would result in overpayment to such Secured Creditor, such excess amount shall instead be distributed in respect of the unpaid Obligations of the other Secured Creditors, with each Secured Creditor whose Obligations have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Obligations of such Secured Creditor and the denominator of which is the unpaid Obligations of all Secured Creditors entitled to such distribution.

ARTICLE 9 THE ADMINISTRATIVE AGENT AND THE LENDERS

Section 9.1 Appointment and Authority.

Each of the Secured Creditors hereby irrevocably appoints the Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Secured Creditors, and no Credit

Party shall have rights as a third party beneficiary of any of such provisions (other than pursuant to Section 9.12(3)).

Section 9.2 Rights as a Lender.

Each Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each Person serving as the Administrative Agent hereunder in its individual capacity. Each such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Credit Party or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

Section 9.3 Exculpatory Provisions.

- (1) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents. Without limiting the generality of the foregoing, the Administrative Agent:
 - (a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;
 - (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Credit Documents), but the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, (i) may expose the Administrative Agent to liability, (ii) is contrary to any Credit Document or Applicable Law, (iii) would require the Administrative Agent to become registered to do business in any jurisdiction, or (iv) would subject the Administrative Agent to taxation; and
 - (c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity.
- (2) The Administrative Agent (and of its directors, officers, agents or employees) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Credit Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until notice

describing the Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender.

- (3) Except as otherwise expressly specified in this Agreement, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.
- (4) The Administrative Agent is not obliged to (i) take or refrain from taking any action or exercise or refrain from exercising any right or discretion under the Credit Documents, or (ii) incur or subject itself to any cost in connection with the Credit Documents, unless it is first specifically indemnified or furnished with security by the Secured Creditors, in form and substance satisfactory to it (which may include further agreements of indemnity or the deposit of funds).

Section 9.4 Reliance by the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making available of the Facilities that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to making the Facilities available. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.5 Indemnification of the Administrative Agent.

Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), according to its rateable share (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Credit Documents or the transactions therein contemplated or any actions

taken or omitted to be taken by the Administrative Agent. However, no Secured Creditor shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.

Section 9.6 Delegation of Duties.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent of the Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article 9 and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agents, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 9.7 Notices.

The Administrative Agent shall promptly deliver to each Lender any notices, reports or other communications contemplated in this Agreement which are intended for the benefit of the Lenders.

Section 9.8 Replacement of the Administrative Agent.

- (1) The Administrative Agent may resign at any time by giving 30 days prior notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Lenders shall have the right, acting unanimously, with the prior written consent of the Borrower, to appoint a successor. Upon the occurrence of a Default or an Event of Default, the Borrower's consent rights pursuant to this Section 9.8(1) shall cease.
- (2) If no such successor shall have been so appointed by unanimous consent of the Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent, provided that if the retiring Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Secured Creditors under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Lenders appoint a successor Administrative Agent pursuant to Section 9.8(1).

- (3) Upon a successor's appointment as the Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided in the preceding paragraph). After the termination of the service of the former Administrative Agent, the provisions of this Article 9 and of Section 10.6 shall continue in effect for the benefit of such former Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as the Administrative Agent.

Section 9.9 Non-Reliance on the Administrative Agent and Other Lenders.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.10 Collective Action of the Secured Creditors.

Each of the Secured Creditors hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Credit Documents to the Secured Creditors are for the benefit of the Secured Creditors collectively and acting together and not severally and further acknowledges that its rights hereunder and under any Security Document are to be exercised not severally, but by the Administrative Agent in accordance with the terms hereof or thereof and as expressly provided for in the Credit Documents. Accordingly, notwithstanding any of the provisions contained herein or in any Security Document, each of the Secured Creditors hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Administrative Agent. Each of the Secured Creditors hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Secured Creditors take such action on behalf of the Secured Creditors as it deems appropriate or desirable in the interest of the Secured Creditors.

Section 9.11 Obligations.

The Secured Creditors agree that all Obligations shall rank *pari passu* with each other and any proceeds from any realization of the Collateral shall be applied to the Obligations rateably in accordance with Section 8.5 (whether such Collateral is in the name of the Administrative Agent or in the name of any one or more of the other Secured Creditors and without regard to any priority to which any Secured Creditor may otherwise be entitled under Applicable Law). The provisions of this Section 9.11 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 9.12 Holding of Security; Discharge.

- (1) The Security shall be held by the Administrative Agent for the rateable benefit of the Secured Creditors in accordance with its terms and any proceeds from any realization of the Security shall be applied to the Obligations of each Secured Creditor rateably (whether such Security is held in the name of the Administrative Agent or in the name of any one or more of the Secured Creditors and without regard to any priority to which the Secured Creditor may otherwise be entitled under Applicable Law).
- (2) Each Secured Creditor agrees with the other Secured Creditors that it will not, without the prior consent of the other Secured Creditors, take or obtain any Lien on any properties or assets of the Borrower or any other Credit Party to secure the obligations of the Borrower under the Credit Documents, except for the benefit of all Secured Creditors or as may otherwise be required by Applicable Law.
- (3) The Secured Creditors hereby irrevocably authorize the Administrative Agent to, and the Administrative Agent will, release the Security on any Collateral constituting Assets subject to a Disposition to any Person (other than the Borrower or a Subsidiary thereof), if the Borrower has certified to the Administrative Agent and the Administrative Agent is satisfied with such certificate, in its sole discretion, that the Disposition is in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry). The Administrative Agent will, at the request and expense of the Borrower, execute and deliver to the relevant Credit Party such financing change statements, releases, discharges, documents or other instruments as the Credit Party may reasonably require to effect the release or discharge of the Security over such Collateral, provided that the proceeds of any such Disposition shall continue to constitute part of the Collateral.

Section 9.13 Sharing of Payments by Lenders.

If any Lender, by exercising any right of set-off or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate principal amount outstanding to it under the Facilities and accrued interest thereon or other obligations hereunder greater than its rateable share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Facilities and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments

shall be shared by the Lenders rateably in accordance with the aggregate principal amount outstanding to it under the Facilities and accrued interest thereon and other amounts owing them.

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against it rights of set-off and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation, to the extent no other Lender has the right to exercise any such rights as a result of or in respect of the participation acquired by such Lender.

Section 9.14 Liability of the Lenders inter se.

Each of the Lenders agrees with each of the other Lenders that, except as otherwise expressly provided in this Agreement, none of the Lenders has or shall have any duty or obligation, or shall in any way be liable, to any of the other Lenders in respect of the Credit Documents or any action taken or omitted to be taken in connection with them.

Section 9.15 Survival.

The provisions of this Article shall survive the termination of this Agreement and the repayment of the Facilities.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Amendments, etc.

- (1) Subject to Section 10.1(2) and Section 10.1(3), no amendment or waiver of any provision of any of the Credit Documents, nor consent to any departure by the Credit Parties or any other Person from such provisions, shall be effective unless in writing and approved by the Administrative Agent. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.
- (2) Without the prior written consent of each Lender, no amendment, waiver or consent shall:
 - (a) increase any Lender's Commitment;
 - (b) extend the scheduled final maturity of any Facility;
 - (c) reduce or forgive any principal amount of any Facility;
 - (d) reduce the stated rate of interest on any Facility, or any Fee;
 - (e) waive, reduce or postpone any scheduled repayment of principal of any Facility;

- (f) change the number or percentage of Lenders, in each case, required for the Lenders, or any of them, or the Administrative Agent to take any action;
 - (g) amend the requirement of pro rata application of all amounts received by the Administrative Agent in respect of any Facility or the Obligations, or the requirement of pro rata sharing by the Lenders pursuant to Section 9.13;
 - (h) consent to the assignment or transfer by the Credit Parties of any of their rights and obligations under any Credit Document;
 - (i) release any of the guarantees of the Obligations provided by the Credit Parties or, except to the extent provided in Section 9.12(3), any of the Collateral;
 - (j) change the definition of Majority Lenders; or
 - (k) amend this Section 10.1.
- (3) Only written amendments, waivers or consents signed by the Administrative Agent, in addition to all of the Lenders, shall affect the rights or duties of the Administrative Agent under the Credit Documents.

Section 10.2 Waiver.

- (1) No failure on the part of a Lender or the Administrative Agent to exercise, and no delay in exercising, any right under any of the Credit Documents shall operate as a waiver of such right; nor shall any single or partial exercise of any right under any of the Credit Documents preclude any other or further exercise of such right or the exercise of any other right.
- (2) Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the initial Advance and, notwithstanding such initial Advance or any investigation made by or on behalf of any party, shall continue in full force and effect. The closing of this transaction shall not prejudice any right of one party against any other party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 10.3 Additional Subsidiaries.

Additional Subsidiaries of any Corporate Credit Party may from time to time after the date of this Agreement become party by this Agreement by executing and delivering to the Administrative Agent a supplemental agreement (a "Supplement") to this Agreement in substantially the form attached as Exhibit 4 to this Agreement. Effective from and after the date of the execution and delivery by any Subsidiary to the Administrative Agent of a Supplement, such Person shall be, and shall be deemed for all purposes to be, a Subsidiary and a Credit Party under this Agreement with the same force and effect, and subject to the same agreements, representations, guarantees, indemnities, liabilities and obligations, as if such Person were, effective as of such date, an original signatory to this Agreement as a

Subsidiary and a Credit Party. The execution and delivery of a Supplement by any Person shall not require the consent of any other Credit Party and all of the obligations of each Credit Party under this Agreement shall remain in full force and effect notwithstanding the addition of any additional Subsidiary to this Agreement.

Section 10.4 Evidence of Debt.

The indebtedness of the Borrower under the Facilities shall be evidenced by the records of the Lenders (or the Administrative Agent acting on behalf of the Lenders) which shall constitute *prima facie* evidence of such indebtedness.

Section 10.5 Notices; Effectiveness; Electronic Communication.

- (1) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or email addressed:

- (a) to the Borrower (which shall be deemed to constitute notice to all Credit Parties under the Credit Documents) at:

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

Attention: Mr. Ryan Tobber
Telephone: (403) 930-1702
Telecopier: (780) 402-2448
Email: ryan.tobber@opsmobil.com

- (b) to the Administrative Agent at:

Third Eye Capital Corporation
Brookfield Place, TD Canada Trust Tower
161 Bay Street, Suite 3930
Toronto ON M5J 2S1

Attention: Operations
Telephone: (416) 601-2270
Telecopier: (416) 981-3393
Email: ops@thirdeyecapital.com

- (2) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through email shall be deemed to have been given

when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 10.5(2).

- (3) Any party hereto may change its address, fax number or email address for notices and other communications hereunder by notice to the other parties hereto.

Section 10.6 Expenses; Indemnity; Damage Waiver.

- (1) The Borrower shall pay (i) all reasonable expenses incurred by the Secured Creditors, including the reasonable fees, charges and disbursements of counsel, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all expenses incurred by the Secured Creditors, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of their rights in connection with this Agreement and the other Credit Documents, including their rights under this Section 10.6, and the Advances hereunder, including all such expenses incurred during any workout, restructuring or negotiations in respect of such Advances; taxes; fees and other charges for registering, publishing or recording the Credit Documents; filing financing statements and continuations, and other actions to perfect, protect, register, signify, publish, render opposable and continue the Administrative Agent's Liens; sums paid or incurred to pay any amount or take any action required of any Credit Party under the Credit Documents that the Credit Parties fail to pay or take; reasonable costs of appraisals, inspections, field examinations, and verifications of the Collateral (including, without limitation, (i) a fee of \$1,000.00 per day per person, plus reasonable documented out-of-pocket expenses (including travel, meals and lodging) for each field examination of any Credit Party performed by personnel employed by the Administrative Agent, and (ii) the fees and charges paid or incurred by the Administrative Agent (but, in any event, no less than a charge of \$1,000.00 per day per person, plus out-of-pocket expenses (including travel, meals and lodging) if it elects to employ the services of one or more third person to perform field examinations of any Credit Party, to establish electronic collateral reporting systems, to appraise Collateral, or any portion thereof, or to assess any Credit Party's business valuation; provided that, so long as no Event of Default shall have occurred and be continuing, the Credit Parties shall not be obligated to reimburse the Administrative Agent for more than (i) two (2) field examinations during any calendar year; (ii) two (2) appraisals of the inventory during any calendar year, or (iii) one (1) appraisal of each Aircraft during any calendar year); reasonable costs and expenses of the Administrative Agent forwarding loan proceeds; collecting cheques and other items of payment, and establishing and maintaining bank accounts; reasonable costs and expenses of preserving and protecting all or any portion of the Collateral; any claims or liabilities whatsoever which may be incurred by any Secured Creditor, including lawyer's and paralegals fees, on a solicitor and his own client basis; and any costs incurred by such Secured Creditor relating to any

violation or alleged violation of any Applicable Law by any of the Credit Parties, including Environmental Laws.

- (2) The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Credit Party arising out of, in connection with, or as a result of:
- (a) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby;
 - (b) any Facility or the use or proposed use of the proceeds therefrom;
 - (c) the presence of Contaminants in, on, at, under or about, or the discharge or likely discharge of Contaminants from, any of the Leased Properties or any of the properties now or previously used or occupied by the Borrower, any of the Credit Parties, or the breach by or non-compliance with any Environmental Law by any mortgagor, owner or lessee of such properties, or any Environmental Liability related in any way to the Credit Parties; or
 - (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Credit Party and regardless of whether any Indemnitee is a party thereto;

provided in each case that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by any Credit Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Credit Document, if the Credit Party has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Section 7.1, Section 7.2 or Section 10.6(1).

- (3) To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 10.6(1) or Section 10.6(2) to be paid by it to the Administrative Agent (or any sub-agent thereof), a Lender, or any Related Party of any of the foregoing, each Secured Creditor severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may

be, such Secured Creditor's rateable portion (determined with reference to Section 8.5(4) as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity.

- (4) To the fullest extent permitted by Applicable Law, neither the Borrower nor any Subsidiary of the Borrower shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.
- (5) All amounts due under this Section 10.6 shall be payable promptly after demand therefor. A certificate of the Administrative Agent or a Lender setting forth the amount or amounts owing to the Administrative Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be deemed to be prima facie evidence of such amount or amounts.
- (6) The provisions of this Section 10.6 shall survive the termination of this Agreement and the repayment of the Facilities. To the extent required by law to give full effect to the rights of the Indemnitees under this Section 10.6, the parties hereto agree and acknowledge that the Administrative Agent and Lender is acting as agent for its respective Related Parties and agrees to hold and enforce such rights on behalf of such Related Parties as they may direct. The Borrower acknowledges that neither its obligation to indemnify nor any actual indemnification by it of the Lenders, the Administrative Agent or any other Indemnitee in respect of such Person's losses for legal fees and expenses shall in any way affect the confidentiality or privilege relating to any information communicated by such Person to its counsel.

Section 10.7 Power of Attorney.

Each of the Credit Parties hereby irrevocably constitutes and appoints the Administrative Agent (and any officer or agent thereof) as its true and lawful attorney with power to, upon the occurrence of an Event of Default, in the place of the Credit Parties and in their names with full power of substitution, for the purpose of carrying out the terms of this Agreement and the other Credit Documents, to take any action and to execute documents and instruments which may be necessary or desirable to accomplish the

purposes of such agreements. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, bankruptcy, dissolution, winding up, insolvency of the Credit Parties. This power of attorney extends to and is binding upon the Credit Parties' successors and permitted assigns. The Administrative Agent shall not be liable to the Credit Parties for any action taken by the Administrative Agent or its designee under such power of attorney, except to the extent that such action was taken by the Administrative Agent in bad faith or with gross negligence or wilful misconduct. This power of attorney shall terminate without further writing upon the payment in full of the Facilities and the Lenders having no further obligation hereunder.

Section 10.8 Successors and Assigns.

- (1) This Agreement shall become effective when executed by the Borrower, the Administrative Agent and each Lender and after that time shall be binding upon and enure to the benefit of the Borrower, the Lenders and the Administrative Agent and their respective successors and permitted assigns.
- (2) The Borrower shall not have the right to assign its rights or obligations under this Agreement or any interest in this Agreement without the prior consent of all the Lenders, which consent may be arbitrarily withheld.
- (3) A Lender may grant participations in all or any part of its interest in the Facilities (or either of them) to one or more Persons (each a "Participant"). A Lender may also with the prior written consent of the Administrative Agent, assign all or any part of its interest in any Facility to one or more Persons (each an "Assignee") without any requirement for notice to or consent of the Borrower or any other Person other than the Administrative Agent. The Lender granting a participation shall, unless otherwise expressly provided in this Agreement, act on behalf of all of its Participants in all dealings with the Borrower in respect of any Facility and no Participant shall have any voting or consent rights with respect to any matter requiring the Lenders' consent. In the case of an assignment, the Assignee shall have the same rights and benefits and be subject to the same limitations under the Credit Documents as it would have if it was the Lender. The Borrower agrees that each Participant shall be entitled to the benefits of Section 7.1 and Section 7.2 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 10.8. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 8.4 and Section 10.6 as though it were a Lender, provided such Participant agrees to be subject to Section 9.5 as though it were a Lender.
- (4) The Borrower shall assist the Administrative Agent and any Lender to sell assignments or participations under this Section 10.8 in whatever manner reasonably necessary in order to enable or effect such assignment or participation including providing such certificates, acknowledgments and further assurances in respect of this Agreement and any Facility as such Lender may reasonably require in connection with any participation or assignment pursuant to this Section 10.8.

- (5) In the case of an assignment, the Lender shall deliver an assignment and assumption agreement substantially in the form of Exhibit 6 by which the Assignee assumes the obligations of the Lender and agrees to be bound by all the terms and conditions of this Agreement, all as if the Assignee had been an original party. Upon receipt by the Administrative Agent of the assignment and assumption agreement, the assigning Lender and the Borrower shall be released from their respective obligations under this Agreement (to the extent of such assignment and assumption) and shall have no liability or obligations to each other to such extent, except in respect of matters arising prior to the assignment.
- (6) Any Lender may at any time pledge or grant a security interest in all or a portion of its rights under this Agreement to secure obligations of such Lender provided that no such pledge or security shall release such Lender from any of its obligations hereunder or substitute any such pledge for such Lender as a party hereto.
- (7) Any assignment or grant of participation pursuant to this Section 10.8 will not constitute a repayment by the Borrower to the assigning or granting Lender of any Advance, nor a new Advance to the Borrower by the Lender or by the Assignee or Participant, as the case may be, and the parties acknowledge that the Borrower's obligations with respect to any such Advances will continue and will not constitute new obligations.

Section 10.9 Judgment Currency.

- (1) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the "Original Currency") into another currency (the "Other Currency"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.
- (2) The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lender under any of the Credit Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

Section 10.10 Anti-Terrorism Laws.

- (1) If, upon the written request of any Lender, the Administrative Agent has ascertained the identity of the Credit Parties or any authorized signatories of the Borrower for purposes of Anti-Terrorism Laws, then the Administrative Agent:
 - (a) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Administrative Agent within the meaning of the applicable Anti-Terrorism Law; and
 - (b) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.
- (2) Notwithstanding and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent does not have any obligation to ascertain the identity of the Credit Parties or any authorized signatories of the Borrower on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Credit Parties or any authorized signatory in doing so.

Section 10.11 Governing Law; Jurisdiction; Etc.

- (1) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- (2) Each of the Credit Parties irrevocably and unconditionally submit, for itself and its Assets, to the fullest extent permitted by Applicable Law, to the non-exclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Credit Party or its Assets in the courts of any jurisdiction.
- (3) The Borrower irrevocably consents to the service of any and all process in any such action or proceeding to the Borrower at the address provided for it in the execution pages of this Agreement. Nothing in this Section 10.11(3) limits the right of the Administrative Agent or any Lender to serve process in any other manner permitted by Applicable Law.

- (4) The Credit Parties irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in Section 10.11(2). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 10.12 Waiver of Jury Trial.

Each party hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other Credit Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other Person has represented, expressly or otherwise, that such other Person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Credit Documents by, among other things, the mutual waivers and certifications in this Section.

Section 10.13 Counterparts; Integration; Effectiveness; Electronic Execution.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Credit Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.14 Treatment of Certain Information; Confidentiality.

- (1) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, managers, administrators, trustees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.14 to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of

its rights or obligations under this Agreement or (ii) any actual or prospective party (or its partners, directors, officers, employees, managers, administrators, trustees, agents, advisors or other representatives) to any swap, derivative, credit-linked note or similar transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or Credit Party.

- (2) For purposes of this Section, "Information" means all information received in connection with this Agreement from any of the Credit Parties or any of their respective Subsidiaries relating to any of the Credit Parties or any of their respective Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section 10.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.
- (3) The Administrative Agent agrees that (i) it will not utilize, or disclose to, share with, provide access to or otherwise make any other Person (other than its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, managers, administrators, trustees, agents, advisors and representatives for the purposes of performing its obligations and exercising its rights under the Credit Documents) aware of the existence of, any decryption tools and keys deposited with the Administrative Agent, unless and until an Event of Default has occurred and is continuing, (ii) it will exercise the same degree of care to prevent the unauthorized use, access or release of such decryption tools and keys as it would accord to its confidential and proprietary information and property, (iii) it will not produce copies, extracts or other reproductions of such decryption tools and keys, and (iv) upon the full and indefeasible payment and performance of the Obligations and the Administrative Agent and the Lenders having no obligations under any Credit Document, at the Borrower's election, the Administrative Agent shall return or destroy such decryption tools and keys, such destruction to be certified in writing to the Borrower upon request by the Borrower.

Section 10.15 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that

provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 10.16 Time of the Essence.

Time is of the essence of this Agreement.

Section 10.17 USA PATRIOT Act.

Each Lender that is subject to the requirements of the *USA PATRIOT Act* hereby notifies the Borrower that, pursuant to the requirements of the *USA PATRIOT Act*, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the *USA PATRIOT Act*.

Section 10.18 No Fiduciary Duty.

The Administrative Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this Section 10.18, the "Lenders"), may have economic interests that conflict with those of the Credit Parties, their shareholders and their Affiliates. The Credit Parties agree that nothing in the Credit Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Credit Parties, its shareholders or its Affiliates, on the other hand. The Credit Parties acknowledge and agree that (a) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other hand, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favour of the Credit Parties, its shareholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Credit Parties, its shareholders or its Affiliates on other matters) or any other obligation to the Credit Parties except the obligations expressly set forth in the Credit Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Credit Parties, its management, shareholders, creditors or any other person. The Credit Parties acknowledge and agree that the Credit Parties have consulted their own legal and financial advisors to the extent they deemed appropriate and that they are responsible for making their own independent judgment with respect to such transactions and the process leading thereto. The Credit Parties agree that they will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Credit Parties, in connection with such transactions or the process leading thereto.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties have executed this Credit Agreement.

OPSMOBIL INC.,
as Borrower

By: _____

Name: _____

Title: _____

1734163 ALBERTA INC.,
as a Guarantor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

1859821 ALBERTA INC.,
as a Guarantor

By: _____

Name: _____

Title: _____

810807 ALBERTA LTD.,
as a Guarantor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

AIR DALLAIRE LTD.,
as a Guarantor

By: _____

Name: _____

Title: _____

GEMINI HELICOPTERS INC.,
as a Guarantor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF the parties have executed this Credit Agreement.

OPSMOBIL INC.,
as Borrower

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

1734163 ALBERTA INC.,
as a Guarantor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

1859821 ALBERTA INC.,
as a Guarantor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

810807 ALBERTA LTD.,
as a Guarantor

By: _____
Name: *Ruth Dallaire*
Title: *Director*

By: _____
Name: _____
Title: _____

AIR DALLAIRE LTD.,
as a Guarantor

By: _____
Name: *Ruth Dallaire*
Title: *President*

By: _____
Name: _____
Title: _____

GEMINI HELICOPTERS INC.,
as a Guarantor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**LYNN'S HELICOPTER LEASING
LTD., as a Guarantor**

By: _____
Name:
Title:

By: _____
Name:
Title:



Witness

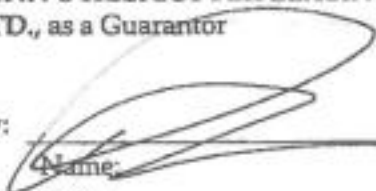


ROCH DALLAIRE, as a Guarantor

Witness

RYAN TOBBER, as a Guarantor

LYNN'S HELICOPTER LEASING
LTD., as a Guarantor

By: 

Name:

Title:

By: _____

Name:

Title:

Witness



Witness

ROCH DALLAIRE, as a Guarantor



RYAN TOBBER, as a Guarantor

COMMITMENTS:

Commitment:

\$300,000 (Revolver Facility)
\$700,000 (Term Facility)

Commitment:

\$1,050,000 (Revolver Facility)
\$2,450,000 (Term Facility)

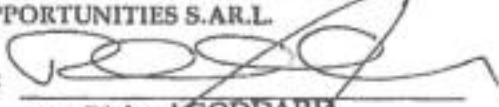
Commitment:

\$1,650,000 (Revolver Facility)
\$3,850,000 (Term Facility)

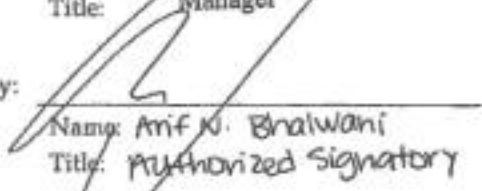
THIRD EYE CAPITAL CREDIT
OPPORTUNITIES FUND - INSIGHT
FUND

by its Managing General Partner
THIRD EYE CAPITAL CREDIT
OPPORTUNITIES S.A.R.L.

By:


Name: Richard GODDARD
Title: Manager

By:


Name: Arif N. Bhalwani
Title: Authorized Signatory

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST by its Manager
THIRD EYE CAPITAL MANAGEMENT
INC.

By:

Name: Arif N. Bhalwani
Title: Portfolio Manager

SPROTT PC TRUST by its Manager
SPROTT ASSET MANAGEMENT LP
by its General Partner
SPROTT ASSET MANAGEMENT GP
INC.

By:

Name:
Title:

COMMITMENTS:

Commitment:

\$300,000 (Revolver Facility)
\$700,000 (Term Facility)

Commitment:

\$1,050,000 (Revolver Facility)
\$2,450,000 (Term Facility)

Commitment:

\$1,650,000 (Revolver Facility)
\$3,850,000 (Term Facility)

THIRD EYE CAPITAL CREDIT
OPPORTUNITIES FUND - INSIGHT
FUND

by its Managing General Partner
THIRD EYE CAPITAL CREDIT
OPPORTUNITIES S.A.R.L.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST by its Manager
THIRD EYE CAPITAL MANAGEMENT
INC.

By: _____

Name: Arif N. Bhalwani

Title: Portfolio Manager

SPROTT PC TRUST by its Manager
SPROTT ASSET MANAGEMENT LP
by its General Partner
SPROTT ASSET MANAGEMENT GP
INC.

By: _____

Name: _____

Title: _____

COMMITMENTS:

THIRD EYE CAPITAL CREDIT
OPPORTUNITIES FUND - INSIGHT
FUND

by its Managing General Partner
THIRD EYE CAPITAL CREDIT
OPPORTUNITIES S.A.R.L.

By: _____

Name:

Title:

Commitment:

\$300,000 (Revolver Facility)

\$700,000 (Term Facility)

By: _____

Name:

Title:

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST by its Manager
THIRD EYE CAPITAL MANAGEMENT
INC.

Commitment:

\$1,050,000 (Revolver Facility)

\$2,450,000 (Term Facility)

By: _____

Name: Arif N. Bhalwani

Title: Portfolio Manager

SPROTT PC TRUST by its Manager
SPROTT ASSET MANAGEMENT LP
by its General Partner
SPROTT ASSET MANAGEMENT GP
INC.

Commitment:

\$1,650,000 (Revolver Facility)

\$3,850,000 (Term Facility)

By: _____

Name: Kirstin McClellan +

Title: CCO

THIRD EYE CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name: Arif N. Bhalwari

Title: Managing Director

Schedule 5.1(a)
Jurisdictions of Incorporation

1. The Borrower is a corporation amalgamated under the laws of the Province of Alberta and is extra-provincially registered in each of the Provinces of British Columbia and Saskatchewan and the Northwest Territories.
2. 1734163 Alberta Inc. is a corporation incorporated under the laws of the Province of Alberta.
3. 1859821 Alberta Inc. is a corporation incorporated under the laws of the Province of Alberta.
4. 810807 Alberta Ltd. is a corporation incorporated under the laws of the Province of Alberta.
5. Air Dallaire Ltd. is a corporation incorporated under the laws of the Province of Alberta.
6. Gemini Helicopters Inc. is a corporation incorporated under the laws of the Province of Alberta.
7. Lynn's Helicopter Leasing Ltd. is a corporation incorporated under the laws of the Province of Alberta.

Schedule 5.1(d)
Corporate Action, Governmental Approvals, etc.

NIL

**Schedule 5.1(f)
Authorizations**

NIL

Schedule 5.1(j)
Owned Properties and Leased Properties

Owned Properties

1. PLAN 8820451
BLOCK 15
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: LYNN'S HELICOPTER LEASING LTD.
2. PLAN 9423245
BLOCK 16
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: LYNN'S HELICOPTER LEASING LTD.
3. PLAN 0022432
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: LYNN'S HELICOPTER LEASING LTD.
4. PLAN 0721766
BLOCK 4
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 8.34 HECTARES (20.61 ACRES) MORE OR LESS
ESTATE: FEE SIMPLE
REGISTERED OWNER: 810807 ALBERTA LTD.

Leased Properties

1. PLAN 0022432
BLOCK 2
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: WOODLANDS COUNTY

2. PLAN 0022432
BLOCK 2
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: WOODLANDS COUNTY
3. PLAN 0022432
BLOCK 3
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.565 HECTARES (1.4 ACRES) MORE OR LESS
ESTATE: FEE SIMPLE
REGISTERED OWNER: WOODLANDS COUNTY
4. PLAN 0022432
BLOCK 2
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
ESTATE: FEE SIMPLE
REGISTERED OWNER: WOODLANDS COUNTY
5. PLAN 6570NY
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 0.267 HECTARES (0.66 ACRES) MORE OR LESS
ESTATE: FEE SIMPLE
REGISTERED OWNER: NEW TOWN OF RAINBOW LAKE
6. PLAN 6570NY
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 1.38 HECTARES (3.42 ACRES) MORE OR LESS
ESTATE: FEE SIMPLE
REGISTERED OWNER: THE TOWN OF RAINBOW LAKE
7. FIRST
MERIDIAN 5 RANGE 7 TOWNSHIP 40
SECTION 11
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 7 TOWNSHIP 40
SECTION 11
QUARTER SOUTH WEST
CONTAINING 64,750 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN 7822976 - ROAD, CONTAINING 0.473 HECTARES
(1.17 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

THIRD
MERIDIAN 5 RANGE 7 TOWNSHIP 40
SECTION 11
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
REGISTERED OWNERS: THE TOWN OF ROCKY MOUNTAIN HOUSE AND
THE MUNICIPAL DISTRICT OF CLEARWATER NO. 99

**Schedule 5.1(v)
Environmental**

NIL

Schedule 5.1(cc)
Investment Banking and Finder's Fees

Letter of Intent between 1734163 Alberta Inc. ("173"), as seller, Capital Canada Limited ("CCL"), as buyer, in respect of the proposed purchase by CCL from 173 of certain shares held by 173 in the capital of each of Gemini Helicopters Ltd., Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.

Schedule 5.1(ee)
Tax Liability

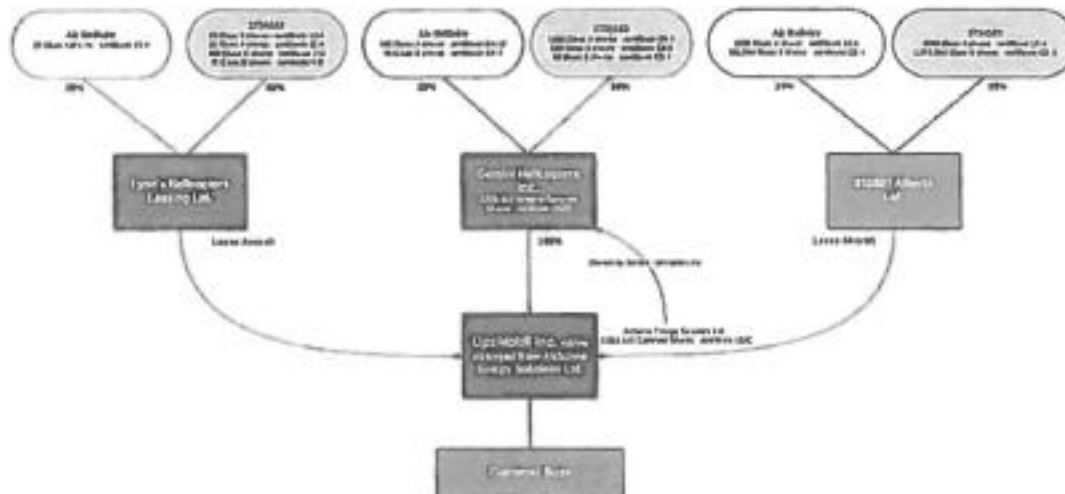
There is due and owing by OpsMobil Inc. to Canada Revenue Agency the sum of \$3,597,598.00 (plus penalties and interest) as of December 23, 2015 in respect of source deductions, which amount is being repaid pursuant to a letter dated December 1, 2015 from Canada Revenue Agency to OpsMobil Inc.

**Schedule 5.1(ff)
Corporate Structure**

Subsidiaries of the Corporate Credit Parties

OpsMobil

Ownership Structure - Post November 26, 2015



Authorized and Issued Capital

Borrower	Authorized Capital	Issued Capital	Legal and Beneficial Owner
OpsMobil Inc.	Unlimited number of Common shares without nominal or par value	2,558,631 Common shares	Gemini Helicopters Inc.

Corporate Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
1734163 Alberta Inc.	50,000 Class A Shares 10,000 Class B Shares	45,000 Class A Shares	Ryan James Wright Tobber
		9,000 Class B Shares	Ryan James Wright Tobber
1859821 Alberta Inc.	Unlimited Number of Class "A" Common shares without nominal or par value	10 Class "A" Common Shares	Ryan Tobber
810807 Alberta Ltd.	Unlimited Class A Voting Shares;	2,000 Class A Voting Shares	Air Dallaire Ltd.

Corporate Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
	Unlimited Class B Non-Voting Shares; Unlimited Class C Voting Shares; Unlimited Class D Non-Voting Shares; Unlimited Class E Non-Voting Shares	305,989 Class E Non-Voting Shares	Air Dallaire Ltd.
		8,000 Class A Voting Shares	1734163 Alberta Inc.
		1,223,953 Class E Non-Voting Shares	1734163 Alberta Inc.
Air Dallaire Ltd.	One Million (1,000,000) shares divided into Two Hundred Fifty Thousand (250,000) Class "A" Voting shares without par value, Two Hundred Fifty Thousand (250,000) Class "B" Voting shares without par value, Two Hundred Fifty Thousand (250,000) Class "C" Non-Voting shares without par value and Two Hundred Fifty Thousand (250,000) Class "D" Non-Voting shares without par value	100 Class "A" Voting shares without par value	Roch Randy Dallaire
Gemini Helicopters Inc.	Unlimited number of Class "A" Common voting shares without nominal or par value, an unlimited number of Class "B" Common non-voting shares without nominal or par value, an unlimited number of Class "C" Preferred shares, an unlimited number of Class "D" Preferred shares, and an unlimited number of Class "E" Preferred shares.	1,600 Class "A" Common Voting Shares without nominal or par value	1734163 Alberta Inc.
		400 Class "A" Common Voting Shares without nominal or par value	Air Dallaire Ltd.
		160 Class "B" Common Non-Voting Shares without nominal or par value	1734163 Alberta Inc.
		40 Class "B" Common Non-Voting Shares	Air Dallaire Ltd.

Corporate Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
		without nominal or par value	
Lynn's Helicopter Leasing Ltd.	Unlimited number of Class "A" Common shares without nominal or par value, an unlimited number of Class "B" Common shares without nominal or par value, an unlimited number of Class "C" Non-Cumulative Redeemable Preferred shares without nominal or par value, an unlimited number of Class "D" Non-Cumulative Redeemable Preferred shares without nominal or par value, an unlimited number of Class "E" Special Voting shares without nominal or par value and an unlimited number of Class "F" Common shares without nominal or par value	20 Class "A" Common Shares without nominal or par value	Air Dallaire Ltd.
		80 Class "A" Common Shares without nominal or par value	1734163 Alberta Inc.
		100 Class "C" Non-Cumulative Redeemable Preferred Shares without nominal or par value	1734163 Alberta Inc.
		78 Class "D" Non-Cumulative Redeemable Preferred Shares without nominal or par value	1734163 Alberta Inc.

Equity Securities

Legal and Beneficial Owner	Shares Held
Gemini Helicopters Ltd.	2,558,631 Common shares without nominal or par value of OpsMobil Inc.
Air Dallaire Ltd.	2,000 Class A Voting shares of 810807 Alberta Ltd. 305,989 Class E Non-Voting shares of 810807 Alberta Ltd. 400 Class "A" Common Voting shares without nominal or par value of Gemini Helicopters Inc. 40 Class "B" Common Non-Voting shares without nominal or par value of Gemini Helicopters Inc. 20 Class "A" Common shares without nominal or par value of Lynn's

Legal and Beneficial Owner	Shares Held
	Helicopter Leasing Ltd.
1734163 Alberta Inc.	8,000 Class A Voting Shares of 810807 Alberta Ltd. 1,223,953 Class E Non-Voting shares of 810807 Alberta Ltd. 1,600 Class "A" Common Voting shares without nominal or par value of Gemini Helicopters Inc. 160 Class "B" Common Non-Voting shares without nominal or par value of Gemini Helicopters Inc. 80 Class "A" Common shares without nominal or par value of Lynn's Helicopter Leasing Ltd. 100 Class "C" Non-Cumulative Redeemable Preferred shares without nominal or par value of Lynn's Helicopter Leasing Ltd. 78 Class "D" Non-Cumulative Redeemable Preferred shares without nominal or par value of Lynn's Helicopter Leasing Ltd.

Schedule 5.1(gg)
Shareholders Agreements

NIL

Schedule 5.1(II)
Security Documents

1. General Security Agreement dated as of December 23, 2015 made by each of the Borrower and the Corporate Guarantors in favour of the Administrative Agent on behalf of itself and the Lenders
2. Securities Pledge Agreement dated as of December 23, 2015 made by Ryan James Wright Tobber in favour of the Administrative Agent on behalf of itself and the Lenders
3. Securities Pledge Agreement dated as of December 23, 2015 made by Roch Randy Dallaire in favour of the Administrative Agent on behalf of itself and the Lenders
4. Guarantee dated as of December 23, 2015 made by each of the Corporate Guarantors in favour of the Administrative Agent on behalf of itself and the Lenders
5. Guarantee dated as of December 23, 2015 made by Ryan James Wright Tobber in favour of the Administrative Agent on behalf of itself and the Lenders
6. Guarantee dated as of December 23, 2015 made by Roch Randy Dallaire in favour of the Administrative Agent on behalf of itself and the Lenders
7. General Assignment of Rents and Leases dated as of December 23, 2015 between 810807 Alberta Ltd., as assignor, and the Administrative Agent on behalf of the Lenders, as assignee
8. General Assignment of Rents and Leases dated as of December 23, 2015 between Lynn's Helicopter Leasing Ltd., as assignor, and the Administrative Agent on behalf of itself and the Lenders, as assignee
9. Blocked Account Agreement dated as of December 23, 2015 between Alberta Treasury Branches, the Borrower, Gemini and the Administrative Agent on behalf of itself and the Lenders
10. Demand Debenture dated December 23, 2015 granted by the Borrower in favour of the Administrative Agent on behalf of itself and the Lenders
11. Demand Debenture dated December 23, 2015 granted by Lynn's Helicopter Leasing Ltd. in favour of the Administrative Agent on behalf of itself and the Lenders
12. Demand Debenture dated December 23, 2015 granted by 810807 Alberta Ltd. in favour of the Administrative Agent on behalf of itself and the Lenders
13. Marine Mortgage dated December 23, 2015 granted by 1859821 Alberta Inc. in favour of the Administrative Agent on behalf itself and the Lenders

Schedule 5.1(rr)(i)
Location of Assets and Business

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
OpsMobil Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 See Schedule, Opsmobil Inc. Leased Properties	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1734163 Alberta Inc.		
1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1859821 Alberta Inc.		
1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	Sidney Harbour, Sidney, British Columbia	1600, 421 – 7 th Avenue, Calgary, Alberta, T2P 4K9
810807 Alberta Ltd.		
103, 10134 – 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2]	103, 10134 - 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2] Plan 0721766 Block 4 Lot 1 Excepting thereout all Mines and Minerals Area: 8.34 Hectares (20.61 Acres) More or Less Estate: Fee Simple	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8
Air Dallaire Ltd.		
9537 – 61 Avenue Grande Prairie, AB T8W 2C6	9537 – 61 Avenue Grande Prairie, AB T8W 2C6	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8

Gemini Helicopters Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8
Lynn's Helicopter Leasing Ltd.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2 <u>Legal Description:</u> Plan 8820451 Block 15 Lot 4 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 25 Chinchaga Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 9423245 Block 16 Lot 19 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 3 Walter Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 0022432 Block 1 Lot 5 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 7B, 594070 Range Road 125 Woodlands County, Alberta	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8

SCHEDULE
OPSMOBIL INC. LEASED PROPERTIES

1. Legal Description:
Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7G, 594070 Range Road 125
Woodlands County, Alberta

2. Legal Description:
Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7E, 594070 Range Road 125
Woodlands County, Alberta

3. Legal Description:
Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7A, 594070 Range Road 125
Woodlands County, Alberta

4. Legal Description:
Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:

9E, 594070 Range Road 125
Woodlands County, Alberta

5. Legal Description:

Plan 6570NY
Block 1
Lot 1
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 0.267 Hectares (0.66 Acres) More or Less
Estate: Fee Simple
Registered Owner: New Town of Rainbow Lake

Municipal Address:

69 Imperial Drive
Rainbow Lake, Alberta

6. Legal Description:

Plan 6570NY
Block 1
Lot 2
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 1.38 Hectares (3.42 Acres) More or Less
Estate: Fee Simple
Registered Owner: The Town of Rainbow Lake

Municipal Address:

65 Imperial Drive
Rainbow Lake, Alberta

7. Legal Description:

First
Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less

Second
Meridian 5 Range 7 Township 40
Section 11
Quarter South West
Containing 64.750 Hectares (160 Acres) More or Less
Excepting thereout:
Plan 7822976 - Road, Containing 0.473 Hectares

(1.17 Acres) More or Less
Excepting thereout all Mines and Minerals
and the right to work the same

Third
Meridian 5 Range 7 Township 40
Section 11
Quarter South East
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
Estate: Fee Simple
Registered Owners: The Town of Rocky Mountain House and
 The Municipal District of Clearwater No. 99

Municipal Address:
Hangar No. 8, Rocky Mountain House Airport
Rocky Mountain House, Alberta

Schedule 5.1(rr)(ii)
Material Authorizations

The Borrower

	Type of Authorization	Certificate No.	Issuer
1.	Air Operator Certificate - Rotary	5404	Transport Canada
2.	Air Operator Certificate - Fixed Wing	6458	Transport Canada
3.	Certificate of Recognition - Alberta	20140325-4947	Government of Alberta
4.	Certificate of Recognition - BC	5540380220140529HL	WorkSafe BC
5.	Certificate of Approval - Approved Maintenance Organization	203-92	Transport Canada

Schedule 5.1(rr)(iii)
Intellectual Property

NIL

Schedule 5.1(rr)(iv)
Litigation

1. *K.L. Capital Corp. v. Gemini Helicopters Inc. and Opsmobil Inc.* (in which Gemini Helicopters Inc. and the Borrower have a counterclaim against K.L. Capital Corp.), Court File Number 1501-06593, Court of Queen's Bench of Alberta, Judicial Centre Calgary.
2. *Opsmobil Inc. v. Synergy Aviation Ltd., Todd Tkach, Moose Country Contracting Ltd., Marc Hanatschek, Allan Tomke, Paul Caldarone, Christopher Boyce, Jodie Granley and Rachel Bachman*, Court File Number 1501-11748, Court of Queen's Bench of Alberta, Judicial Centre Calgary.
3. *United Heli-Pro Inc. v. Opsmobil Inc.*, Court File Number 1503-15752, Court of Queen's Bench of Alberta, Judicial Centre Edmonton.
4. *Quadrus Development Inc. v. Opsmobil Inc.*, Court File Number 1501-09460, Court of Queen's Bench of Alberta, Judicial Centre Calgary.

Schedule 5.1(rr)(v)
Material Agreements

1. Promissory Note dated April 1, 2013, as amended and restated in November 2015, in the principal amount of \$8,465,000 by Lynn's Helicopter Leasing Ltd. in favour of Nabors Drilling Canada Limited
2. Subordination Agreement dated December 23, 2015 among Lynn's Helicopter Leasing Ltd., Nabors Drilling Canada Limited and the Administrative Agent
3. Agreement dated December 1, 2015 between the Borrower and Canada Revenue Agency in respect of outstanding taxes in respect of goods and services tax and source deductions
4. Aircraft Loan Agreement dated March 28, 2014 between Gemini Helicopters Inc. and Element Financial Corporation
5. Master Service Agreement dated January 1, 2015 between the Borrower and TransCanada Pipelines Limited
6. All loan and security agreements in respect of which the Liens described in Schedule 6.2(c) were granted and in respect of which the registrations and filings described therein were made

Schedule 5.1(rr)(vi)
Credit Parties' Bank Accounts

The following is a list of all Bank Accounts and securities accounts of the Credit Parties:

Credit Party	Bank	Account No.	Currency	Type
OpsMobil Inc.	Bank of Montreal	2538-1090-281	Cdn.	Operating
OpsMobil Inc.	Bank of Montreal	2538-4797-118	US	Operating
OpsMobil Inc.	Royal Bank of Canada	100-164-3	Cdn.	Merchant
OpsMobil Inc.	Royal Bank of Canada	100-501-6	Cdn.	Payroll
OpsMobil Inc.	Royal Bank of Canada	400-107-9	US	Operating
OpsMobil Inc.	Royal Bank of Canada	101-373-9	Cdn.	Operating
OpsMobil Inc.	Alberta Treasury Branch	0047-5733-500	Cdn.	Operating
OpsMobil Inc.	Alberta Treasury Branch	0047-5636-300	US	Operating
OpsMobil Inc.	Alberta Treasury Branch	760-00541523300	Cdn.	Blocked
OpsMobil Inc.	Alberta Treasury Branch	760-00541262500	US	Blocked
Gemini Helicopters Inc.	Bank of Montreal	2538-1089-838	Cdn.	Operating
Gemini Helicopters Inc.	Bank of Montreal	2538-8221-379	Cdn.	Savings
Gemini Helicopters Inc.	Bank of Montreal	2538-4601-680	US	Operating
Gemini Helicopters Inc.	Alberta Treasury Branch	0047-5810-200	Cdn.	Operating
Gemini Helicopters Inc.	Alberta Treasury Branch	0047-5809-900	US	Operating
Lynn's Helicopter Leasing Ltd.	Bank of Montreal	2538-1090-265	Cdn.	Operating
Lynn's Helicopter Leasing Ltd.	Bank of Montreal	2538-4796-780	US	Operating
810807 Alberta Ltd.	Bank of Montreal	2538-1088-659	Cdn.	Operating
810807 Alberta Ltd.	Bank of Montreal	2538-4510-957	US	Operating
Air Dallaire Ltd.	Canadian Imperial Bank of Commerce	1092111	Cdn.	Operating
1734163 Alberta Inc.	Royal Bank of Canada	1000058	Cdn.	Operating
1859821 Alberta Inc.	Royal Bank of Canada	1002690	Cdn.	Operating

Schedule 5.1(rr)(vii)
Aircraft

[see attached]

Schedule 6.2(a)(iii)
Permitted Debt

1. K.L. Capital Corp - \$1,390,384
2. Element Financial Corporation, pursuant to the Aircraft Loan Agreement dated November 28, 2014 - \$1,449,835
3. Amended and Restated Promissory Note in favour of Nabors Drilling Canada Limited against the original principal amount of \$8,465,000 and related security documents and subordination agreement
4. Business Development Bank of Canada term debt - \$375,300
5. Equipment Lease Agreement dated October 10, 2014 between Lease Link Canada Corp. and OpsMobil Inc., and assigned to Roynat Inc., in respect of aluminum and glass pivot doors and workstations.
6. Outstanding amount owing to Canada Revenue Agency as of December 23, 2015 is \$3,597,598.00 (plus penalties and interest) in respect of source deductions, which amount is being repaid pursuant to a letter dated December 1, 2015 from Canada Revenue Agency to OpsMobil Inc.
7. All loan and security documents securing repayment of debt in respect of which the Permitted Liens listed in Schedule 6.2(a)(iii) have been registered or filed.

Schedule 6.2(c)
Permitted Liens

Personal Property Registry (Alberta) Registrations:

1. Security Agreement
Registration no.: 10070903736, as amended by 13110533366
Secured Party: 1528563 Alberta Ltd. ("152")
Debtors: Gemini Helicopters Inc. ("Gemini") and the Borrower
Collateral: 1980 Aerospatiale model AS 350BA helicopter, serial number 1271,
Canadian registration mark C-GHCT
2. Security Agreement
Registration no.: 10070904056, as amended by 10080933125 and 13110533949
Secured Party: 152
Debtors: Gemini and the Borrower
Collateral: one (1) 1979 Aerospatiale model AS 350BA helicopter, serial number 1025,
Canadian registration mark C-FETD
3. Security Agreement
Registration no.: 10070904817, as amended by 13110533691
Secured Party: 152
Debtors: Gemini and the Borrower
Collateral: one (1) 1988 Eurocopter model AS 350B2 helicopter, serial number 2064,
Canadian registration mark C-GEMJ
4. Security Agreement
Registration no.: 12040319285, as amended by 13121122215
Secured Party: Xerox Canada Ltd.
Debtor: The Borrower
Collateral: Office equipment
5. Security Agreement
Registration no.: 12062004531, as amended by 12062227543 and 13110534196,
Secured Party: D.F. Capital Ltd. ("DFCL")
Debtors: 152, Gemini and the Borrower
Collateral: one (1) 1979 Aerospatiale model AS 350BA helicopter, serial number 1025,
Canadian registration mark C-FETD
6. Security Agreement
Registration no.: 12073116153, as amended by 13110534378
Secured Party: DFCL
Debtors: 152, Gemini and the Borrower
Collateral: one (1) 1980 Aerospatiale AS 350BA helicopter, serial number 1271,
Canadian registration mark C-GHCT

7. Security Agreement
Registration no.: 13012929777, as amended by 15092413207
Secured Party: Blue Chip Leasing Corporation
Debtors: Gemini and the Borrower
Collateral: Computer Equipment
8. Security Agreement
Registration no.: 13040406935, as amended by 15093004215
Secured Party: National Leasing Group Inc. ("National Leasing")
Debtors: Gemini and the Borrower
Collateral: GPS systems, non-AG, non-long haul trucking described in lease no. 2607403 between First Capital Leasing Ltd., as assigned to the secured party, and the debtors
9. Security Agreement
Registration no.: 13051524048, as amended by 15093004395
Secured Party: National Leasing
Debtors: Gemini and the Borrower
Collateral: GPS systems described in lease number 2622530 between First Capital Leasing Ltd., (as assigned to the secured party) and the debtors
10. Security Agreement
Registration no.: 13110535953, as amended by 13111833334
Secured Party: DFCL
Debtor: The Borrower
Collateral: Certain aircraft collateral more particularly described in the financing statement
11. Security Agreement
Registration no.: 14032707902, as amended by 14032723713
Secured Parties: Gemini and Element Financial Corporation ("Element")
Debtor: The Borrower
Collateral: one (1) 1998 Eurocopter model AS350BA-FX2 aircraft, serial number 3100, Canadian registration mark C-FXHP and one (1) Lycoming (Honeywell) model LTS101-700D2 engine, serial number LE-43005C
12. Security Agreement
Registration no.: 14032707953, as amended by 14032723743
Secured Parties: Gemini and Element
Debtor: The Borrower, as debtor
Collateral: one (1) 2000 Eurocopter model EC120B aircraft, serial number 1057, Canadian registration mark C-GEMU and one (1) Turbomeca model Arrius 2F engine, serial number 34069

13. Security Agreement
Registration no.: 14041437966, as amended by 14121233845
Secured Party: Rilpa Enterprises Ltd. ("Rilpa")
Debtor: The Borrower
Collateral: one (1) 1979 Eurocopter model AS350D aircraft, serial number 1041
14. Security Agreement
Registration nos.: (see table below)
Secured Party: Jim Pattison Industries Ltd. ("JPI")
Debtor: The Borrower
Collateral: (see table below)

Year	Make	Model	VIN	PPSA Reg. No.
2015	FORD	F-350	1FT8W3D66FEA43318	14100121270
2015	FORD	F-350	1FT8W3D66FEA43318	14100725957
2014	JEEP	COMPASS	1C4NDCB9ED603374	15012613186
2014	GMC	SIERRA 2500HD	1GT120C03EP143604	15010910971
2014	DODGE	RAM 1500	1C6RR7MT0E5158545	14120223237
2014	DODGE	RAM 1500	1C6RR7MT2E5158546	14120225282
2014	DODGE	RAM 1500	1C6RR7MT6E5158548	14120225508
2014	DODGE	RAM 2500	3C6TR5CT5EQ133711	14120223634
2014	DODGE	RAM 2500	3C6TR5CT5EQ133708	14120224126
2014	DODGE	RAM 2500	3C6TR5CT6EQ133703	14120224308
2014	DODGE	RAM 2500	3C6TR5CT6EQ144183	14120224512
2014	DODGE	RAM 2500	3C6TR5CT8EQ144184	14120224867
2013	TOYOTA	TUNDRA	5TFUY5F15DX271995	15030620316
2013	CHEVROLET	SILVERADO2500HD	1GC2KXCG2DZ100624	14120226109
2013	CHEVROLET	SILVERADO2500HD	1GC2KXCG9DZ132437	14120226497
2013	GMC	SIERRA 2500HD	1GT220C02DZ130519	14120226814
2013	GMC	SIERRA 2500HD	1GT220C0XDZ145799	15032509306
2013	CHEVROLET	SILVERADO2500HD	1GC2KXCG4DZ103167	14120227029
2013	DODGE RAM	5500 HD CHASSIS	3C7WRNPL5DG555366	15030333508
2012	TOYOTA	TUNDRA	5TFUY5F11CX228365	14123106334
2012	DODGE RAM	5500 HD CHASSIS	3C7WDNPL3CG122884	14123106489
2012	DODGE RAM	5500 HD CHASSIS	3C7WDNPLXCG349392	14123106533
2014	RAM	2500	3C6TR5DT9EG279589	14101410777
2014	RAM	2500	3C6TR5DT9EG279589	2303341
2011	GMC	SIERRA 2500HD	1GT120C08BF176523	15010911362
2011	GMC	SIERRA 2500HD	1GT120C08BF169267	15010911629
2014	GMC	SIERRA 1500	3GTU2VEC9EG262825	15010914984
2013	GMC	SIERRA 2500	1GT220C09DZ130237	14120227114
2012	TOYOTA	TUNDRA	5TFUY5F14CX262686	15030620531
2014	RAM	2500	3C6TR5DT5EG279590	14101411137
2014	RAM	2500	3C6TR5DT5EG279590	2303521
2007	DODGE	RAM 3500	3D6WH46AX7G751813	15102723870
2014	JEEP	COMPASS	1C4NDCB1ED835628	14100826085
2014	FORD	F-150	1FTFW1ET4EPC77790	14101532074
2014	FORD	F-150	1FTFW1ET6EPC77791	14101532159
2013	DODGE	RAM 3500	3C63R3QT3DG582382	15061017753
2012	BUICK	ENCLAVE	5QAKVDEB7CJ233354	14110418694
2015	RAM	2500	3C6TR5DT6FG514385	15021110694

2015	RAM	2500	3C6TR5DT4FG521707	15021111067
2015	RAM	2500	3C6TR5DT6FG521708	15021128925
2015	RAM	2500	3C6TR5DT8FG521709	15011620794
2015	GMC	YUKON XL 1500	1GKS2GKC9FR292808	15011620879
2015	RAM	2500	3C6TR5DT8FG571008	15032514234
2015	RAM	2500	3C6TR5DTXFG571009	15032514352
2015	RAM	2500	3C6TR5DT6FG571010	15032514362
2015	RAM	2500	3C6TR5DT9FG601214	15032514488
2015	RAM	2500	3C6TR5DT8FG571011	15040222162
2015	RAM	2500	3C6TR5DT0FG601215	15042817409
2015	RAM	1500	1C6RR7L1T1FS562893	15040222532
2015	DODGE	GRAND CARAVAN	2C4RDGBG8FR530486	15032520358
2014	DODGE	GRAND CARAVAN	2C4RDGBG8FR473321	15032521263
2015	DODGE	GRAND CARAVAN	2C4RDGBG6FR518966	15032523486
2015	JEEP	CHEROKEE	1C4PJMCB7FW676063	15032523574
2015	DODGE	GRAND CARAVAN	2C4RDGBG9FR566204	15040222978
2015	DODGE	GRAND CARAVAN	2C4RDGBG4FR679395	15040223033
2015	RAM	1500	3C6RR7KTXFG533059	15040223073
2015	POLARIS	ACE 570 SP	4XADAE579F7972558	15041025002
2015	VOLVO	XC60	YV4902RM4F2720159	15042325132
2015	DODGE	GRAND CARAVAN	2C4RDGBG7FR566203	15052237887
2015	DODGE	GRAND CARAVAN	2C4RDGBG4FR566207	15052237999
2015	POLARIS	RANGER 570 EPS	3NSRTE57XFG500610	15053729053
2015	RAM	1500	1C6RR7MT3FS503715	15052238093
2015	RAM	1500	1C6RR7MT8FS506657	15052238211
2015	RAM	1500	1C6RR7MTXFS595633	15052238363
2014	RAM	2500	3C6TR5DT4EG319254	15072212127
2015	RAM	2500	3C6TR5DT4FG601217	15072232659
2015	GMC	YUKON	1GKS2CKJ3FR626435	15072232769
2016	TOYOTA	SEQUOIA	5TD8Y5G120S128082	15102272957

15. Security Agreement
Registration no.: 15010730644
Secured Party: Roynat Inc.
Debtor: The Borrower
Collateral: Wall systems, work stations and other furniture
16. Security Agreement
Registration no.: 15021023873
Secured Party: Rilpa
Debtor: The Borrower
Collateral: All of the debtor's present and after-acquired property, assets and undertaking
17. Security Agreement
Registration no.: 15060228178
Secured Party: 1807173 Alberta Ltd.
Debtor: The Borrower
Collateral: One (1) 2013 SHARP MX5141N colour printer, serial number 35075215

18. Security Agreement
Registration no.: 15070319247
Secured Party: DFCL
Debtor: The Borrower
Collateral: one (1) 1989 Eurocopter model AS350BA/FX2 helicopter, serial number 2168, Canadian registration number C-FXND, and one (1) Honeywell LTS101-700D2 engine, serial number LE-43433C
19. Security Agreement
Registration no.: 15081038221
Secured Party: Essential Turbines Inc.
Debtor: The Borrower
Collateral: One (1) C20B Turbine Assembly Engine, S/N CAT-31619P, Part Number 23038241
20. Security Agreement
Registration no.: 15081214125
Secured Party: Classic Helicopters Ltd ("Classic")
Debtor: The Borrower
Collateral: True lease agreement between the secured party and the debtor of a Eurocopter Helicopter model AS350BA-FX2, airframe serial number 2778, Canadian registration mark C-FHAU and engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46044C, and all parts and accessories installed therein or attached thereto
21. Security Agreement
Registration no.: 15081214234
Secured Party: Classic
Debtor: The Borrower
Collateral: True lease agreement between the secured party and the debtor of a Eurocopter Helicopter model AS350BA, airframe serial number 1545, Canadian registration mark C-FHAK and engine LTS101-600A3 P/N 4-001-000-31 S/N LE-43492C, and all parts and accessories installed therein or attached thereto
22. Security Agreement
Registration no.: 15081220891
Secured Party: Classic
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee of a Eurocopter Helicopter model AS350BA-FX2, airframe serial number 3292, Canadian registration mark C-FHAP and engine LTS101-700D2 P/N 4-001-000-33 S/N LE-45117C, and all parts and accessories installed therein or attached thereto

23. Security Agreement
Registration no.: 15081221045
Secured Party: Classic
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee of a Eurocopter Helicopter model AS350BA-FX2, airframe serial number 1031, Canadian registration mark C-FXEJ and engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46171C, and all parts and accessories installed therein or attached thereto
24. Security Agreement
Registration no.: 15081221302
Secured Party: Classic
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee, of a Eurocopter Helicopter model AS350BA-FX2, airframe serial number 3087, Canadian registration mark C-FXED and engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46143C, and all parts and accessories installed therein or attached thereto
25. Security Agreement
Registration no.: 15081221413
Secured Party: Rilpa
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee, of a Eurocopter Helicopter model AS350D, airframe serial number 1041, Canadian registration mark C-GVYI and engine LTS101-600A2 P/N 4-001-000-16 S/N LE-43066E, and all parts and accessories installed therein or attached thereto
26. Security Agreement
Registration no.: 15101624570
Secured Party: Rilpa
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee, of a Bell Textron Helicopter model 206B, airframe serial number 2144, Canadian registration mark C-GTYU and engine 250-C20B, serial number CAE-822928, and transmission, serial number BKW-12258, and all parts and accessories installed therein or attached thereto
27. Security Agreement
Registration no.: 15101627908
Secured Party: Rilpa
Debtor: The Borrower
Collateral: True lease agreement between the secured party, as lessor, and the debtor, as lessee, of a Bell Textron Helicopter model 206B, airframe serial number 2151, Canadian registration mark C-GHPO and engine 250-C20, serial number CAE-823191, and transmission, serial number BKW-1441, and all parts and accessories installed therein or attached thereto

28. Security Agreement
Registration no.: 08011823041¹
Secured Party: Royal Bank of Canada ("RBC")
Debtor: Airborne
Collateral: All present and after acquired personal property
29. Security Agreement
Registration no.: 10011920384²
Secured Party: RBC
Debtor: Airborne
Collateral: All money or amounts on deposit
30. Security Agreement
Registration no.: 11110117675
Secured Party: GE VPS Canada Limited Partnership ("GE")
Debtor: Airborne Energy Solutions Ltd. ("Airborne")
Collateral: All goods which are copiers and all parts and accessories (reference lease no. 8704207-001)
31. Security Agreement
Registration no.: 11111002634
Secured Party: National Leasing
Debtor: Airborne
Collateral: All computer systems, software and equipment described in lease number 2560939 between Equilease Corp, as original lessor, (as assigned to the secured party) and the debtor, as lessee
32. Security Agreement
Registration no.: 12032807150
Secured Party: GE
Debtor: Airborne
Collateral: All goods which are copiers and all proceeds thereof (reference lease no. 8704207-003)
33. Security Agreement
Registration no.: 12070603402
Secured Party: National Leasing
Debtor: Airborne
Collateral: All computer systems, software and equipment described in lease number 2581501 between Questor Financial Corp., as original lessor, (as assigned to the secured party) and the debtor, as lessee

¹ Registration will be discharged post-closing.

² Registration will be discharged post-closing.

34. Security Agreement
Registration no.: 13040113844
Secured Party: Nabors Drilling Limited ("Nabors")
Debtor: Airborne
Collateral: All present and after-acquired personal property of the debtor
35. Security Agreement
Registration no.: 11041205303
Secured Party: Bodkin Capital Corporation
Debtors: Gemini and 810807 Alberta Ltd. ("810")
Collateral: (1) 30,000 litre double-walled, single compartment AV-gas envirotank, serial number 59W10181 and ancillary parts and accessories
36. Security Agreement
Registration no.: 12031323916, as amended by 15022605069
Secured Parties: United Heli-Pro Inc. and Canadian Western Bank
Debtor: Gemini
Collateral: One (1) 2006 Robinson R44 Raven II serial number 11100, Canadian registration number C-FIJI and one (1) Lycoming Engine, model no. IO-540AE1A5, serial number L80884-48A attached thereto
37. Security Agreement
Registration no.: 13081301138
Secured Party: Ford Credit Canada Leasing, a Division of Canadian Road Leasing Company
Debtor: Gemini
Collateral: One (1) 2013 Ford F350 motor vehicle, serial number 1FT8W3BT4DEB82739
38. Security Agreement
Registration no.: 13091630692
Secured Party: GM Financial Canada Leasing Ltd.
Debtor: Gemini
Collateral: One (1) 2013 Chevrolet Avalanche 4WD motor vehicle, serial number 3GNTKGE73DG293441
39. Security Agreement
Registration no.: 13111820589
Secured Party: Canadian Western Bank
Debtor: Gemini
Collateral: One (1) 2014 Jeep Compass motor vehicle, serial number 1C4NJDCB9ED603374 and a 2013 Dodge Ram 3500 motor vehicle, serial number 3C63R3GT3DG582382

40. Security Agreement
Registration no.: 13121750749
Secured Party: RBC
Debtor: Gemini
Collateral: One (1) 2013 GMC Yukon motor vehicle, serial number 1GKS2DE00DR255174
41. Security Agreement
Registration no.: 14032707875
Secured Party: Element Financial Corporation
Debtor: Gemini
Collateral: Certain aircraft collateral and all leases or other contract in respect of such aircraft
42. Security Agreement
Registration no.: 15052225628³
Secured Party: K.L. Capital Corp. ("K.L.")
Debtor: Gemini
Collateral: Certain aircraft collateral
43. Report of Seizure
Registration no.: 15061227992
Solicitor/Agent: Miller Thomson LLP
Civil Enforcement Agent: Consolidated Civil Enforcement Inc.
Debtor: Gemini
Creditor: K.L.
Collateral: Certain aircraft collateral described in item 42 above
44. Security Agreement
Registration no.: 15060839745, amended by 15061012193
Secured Party: K.L.
Debtor: Gemini
Collateral: Certain aircraft collateral
45. Security Agreement
Registration no.: 13062422055
Secured Party: Halford & Valentine (1991) Ltd. o/a Valentine Volvo
Debtor: Ryan James Tobber
Collateral: One (1) 2013 Volvo S60 motor vehicle, serial number YV1902FH8D2233290
46. Security Agreement
Registration no.: 13040231957
Secured Party: Nabors

³ Registration will be discharged post-closing.

Debtor: Lynn's Helicopter Leasing Ltd. ("LHL")
Collateral: Certain aircraft collateral

Personal Property Registry (British Columbia) Registrations:

47. Security Agreement
Base registration no.: 904562H, amended by registration no. 342177I
Secured Party: Rilpa
Debtor: The Borrower
Collateral: Helicopter collateral and all equipment as set out in lease agreement
48. Security Agreement
Base registration no.: 230234I
Secured Party: JPI
Debtor: The Borrower
Collateral: Motor vehicle collateral
49. Security Agreement
Base registration no.: 230252I
Secured Party: JPI
Debtor: The Borrower
Collateral: Motor vehicle, as more particularly described in the financing statement
50. Security Agreement
Base registration no.: 653319F
Secured Party: 152
Debtor: Gemini
Collateral: One (1) Aerospatiale Model AS 350BA helicopter, serial number 1025, Canadian registration mark C-FETD and engine and all parts and accessories installed therein or attached thereto
51. Security Agreement
Base registration no.: 653338F
Secured Party: 152
Debtor: Gemini
Collateral: One (1) Aerospatiale Model AS 350BA helicopter, serial number 1271, Canadian registration mark C-GHCT and engine and all parts and accessories installed therein or attached thereto
52. Security Agreement
Base registration no.: 653361F
Secured Party 152
Debtor: Gemini
Collateral: One (1) 1988 Eurocopter Model AS 350B2 helicopter, serial number 2064, Canadian registration mark C-GEMJ and engine and all parts and accessories installed therein or attached thereto

53. Security Agreement
Base registration no.: 806008G
Secured Party: DFCL
Debtors: 152 and Gemini
Collateral: One (1) 1979 Aerospatiale AS 350BA aircraft, Canadian registration mark C-FETD and all engines, accessories and equipment installed therein or attached thereto
54. Security Agreement
Base registration no.: 876126G
Secured Party: DFCL
Debtors: 152 and Gemini
Collateral: One (1) 1980 Aerospatiale AS 350BA aircraft, Canadian registration mark C-GHCT and all engines, accessories and equipment installed therein or attached thereto

Land Title Office (Alberta) Registrations:

55. Mortgage granted by LHL in favour of Nabors under registration number 132 094 437 over the following lands:
- Town of Rainbow Lake, Alberta
Plan 8820451 Block 15 Lot 4
Excepting thereout all mines and minerals
- Town of Rainbow Lake, Alberta
Plan 9423245 Block 16 Lot 19
Excepting thereout all mines and minerals
- Woodlands County, Alberta
Plan 0022432 Block 1 Lot 5
Excepting thereout all mines and minerals
56. Utility Right of Way granted by LHL in favour of TRL Gas Co-Op Ltd. under registration number 842 136 831 over, *inter alia*, certain lands situate in Woodlands County, Alberta and legally described as Plan 0022432 Block 1 Lot 5, Excepting thereout all mines and minerals
57. Utility Right of Way granted by LHL in favour of TRL Gas Co-Op Ltd. under registration number 972 135 294 over, *inter alia*, certain lands situate in Woodlands County, Alberta and legally described as Plan 0022432 Block 1 Lot 5, Excepting thereout all mines and minerals
58. Encumbrance granted by LHL in favour of Woodlands County under registration number 132 350 177 over lands situate in Woodlands County, Alberta and legally described as Plan 0022432 Block 1 Lot 5, Excepting thereout all mines and minerals
59. Utility Right of Way granted by 810 in favour of Northern Lights Gas Co-Op Ltd. under registration number 792 251 750 over lands situate in Mackenzie County, Alberta and

legally described as Plan 0721766 Block 4 Lot 1, Excepting thereout all mines and minerals, Area: 8.34 hectares (20.51 acres) more or less

60. Caveat re: Development Agreement pursuant to Municipal Government Act granted by 810 in favour of The Municipal District of Mackenzie No. 23 under registration number 022 059 301 over lands situate in Mackenzie County, Alberta and legally described as Plan 0721766 Block 4 Lot 1, Excepting thereout all mines and minerals, Area: 8.34 hectares (20.51 acres) more or less
61. Caveat re: Development Agreement pursuant to Municipal Government Act granted by 810 in favour of The Municipal District of Mackenzie No. 23 under registration number 072 120 219 over lands situate in Mackenzie County, Alberta and legally described as Plan 0721766 Block 4 Lot 1, Excepting thereout all mines and minerals, Area: 8.34 hectares (20.51 acres) more or less
62. Mortgage granted by 810 in favour of Business Development Bank of Canada under registration number 092 370 551 over lands situate in Mackenzie County, Alberta and legally described as Plan 0721766 Block 4 Lot 1, Excepting thereout all mines and minerals, Area: 8.34 hectares (20.51 acres) more or less
63. Caveat re: Agreement Charging Land in favour of RBC under registration number 952 328 971⁴ over lands situate in the Town of Rainbow Lake and legally described as Plan 6570NY Block 1 Lot 2, Excepting thereout all mines and minerals and the right to work the same, Area: 1.38 Hectares (3.42 Acres) more or less
64. Notice of Security Interest re: Fixtures in favour of RBC under registration number 952 328 972⁵ over lands situate in the Town of Rainbow Lake and legally described as Plan 6570NY Block 1 Lot 2, Excepting thereout all mines and minerals and the right to work the same, Area: 1.38 Hectares (3.42 Acres) more or less
65. Caveat re: Lease in favour of Aerial Recon Surveys Ltd. under registration number 992 092 023⁶ over lands situate in Clearwater County and legally described as:
First
Meridian 5 Range 7 Township 40 Section 11 Quarter North West
Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 hectares (160 acres) more or less
Second
Meridian 5 Range 7 Township 40 Section 11 Quarter South West
Containing 64.750 hectares (160 acres) more or less
Excepting thereout: Plan 7822976 – Road, containing 0.473 hectares (1.17 acres) more or less
Excepting thereout all mines and minerals and the right to work the same
Third
Meridian 5 Range 7 Township 40 Section 11 Quarter South East

⁴ Registration will be discharged post-closing.

⁵ Registration will be discharged post-closing.

⁶ Registration will be discharged post-closing.

Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 hectares (160 acres) more or less

Exhibit 1
Form of Notice of Advance

NOTICE OF ADVANCE

[Date]

TO: Third Eye Capital Corporation, as Administrative Agent

AND TO: The Lenders

Dear Sirs:

The undersigned, OpsMobil Inc. (the "Borrower"), refers to the credit agreement dated December 23, 2015 (as amended, supplemented or restated from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined) among the Borrower, the Guarantors, the Lenders and the Administrative Agent, and gives you notice pursuant to Section 3.2 of the Credit Agreement that the Borrower requests an Advance under the Credit Agreement, and, in that connection, sets forth below the information relating to the Advance as required by Section 3.2 of the Credit Agreement:

1. The date of the Advance, being a Business Day, is ●, ● (the "Proposed Borrowing Date").
2. The Facility pursuant to which the Advance is to be made is [Term Facility][Revolving Facility].
3. The aggregate amount of the Advance is \$●, which will be used for the use and purposes set out in Annex I attached hereto.
4. All of the representations and warranties of each Corporate Credit Party (other than 173 and ADL) contained in the Credit Agreement and each other Credit Document to which such Corporate Credit Party is a party are true and correct on and as of the date hereof as though made on and as of the date hereof (and will be true and correct on and as of the Proposed Borrowing Date specified above as though made on and as of such date), in any such case, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.
5. All of the covenants of each of the Corporate Credit Parties (other than 173 and ADL) contained in the Credit Documents to which such Corporate Credit Party is a party have been performed, and all of the other conditions precedent to the Advance requested hereby, and all other terms and conditions contained in the Credit Agreement to be complied with by such Corporate Credit Party (other than 173 and ADL) have, in each case, been fully met or performed.

6. No Default or Event of Default under the Credit Agreement has occurred and is continuing nor will any Default or Event of Default occur as a result of the Advance being requested or the application by the Borrower of the proceeds thereof.

Yours truly,

OPSMOBIL INC.

By: _____
Authorized Signing Officer

CONFIRMATION TO THE NOTICE OF ADVANCE

By executing this Confirmation, each of Ryan Tobber ("RT") and 173, severally, acknowledge and confirm that:

1. All of representations and warranties of each of RT and 173 contained in the Credit Agreement and each other Credit Document to which such party is a party are true and correct on and as of the date hereof as though made on and as of the date hereof (and will be true and correct on and as of the Proposed Borrowing Date specified above as though made on and as of such date), in any such case, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.
2. All of the covenants of each of RT and 173 contained in the Credit Documents to which such party is a party have been performed, and all of the other conditions precedent to the Advance requested hereby, and all other terms and conditions contained in the Credit Agreement to be complied with by such party have, in each such case, been fully met or performed.

DATED the _____ day of ●,●

Witness

Ryan Tobber

1734163 ALBERTA INC.

By: _____

Authorized Signing Officer

CONFIRMATION TO THE NOTICE OF ADVANCE

By executing this Confirmation, each of Roch Dallaire ("RD") and ADL, severally, acknowledge and confirm that:

1. All of representations and warranties of each of RD and ADL contained in the Credit Agreement and each other Credit Document to which such party is a party are true and correct on and as of the date hereof as though made on and as of the date hereof (and will be true and correct on and as of the Proposed Borrowing Date specified above as though made on and as of such date), in any such case, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.
2. All of the covenants of each of RD and ADL contained in the Credit Documents to which such party is a party have been performed, and all of the other conditions precedent to the Advance requested hereby, and all other terms and conditions contained in the Credit Agreement to be complied with by such party have, in each such case, been fully met or performed.

DATED the _____ day of ●,●

Witness

Roch Dallaire

AIR DALLAIRE LTD.

By: _____
Authorized Signing Officer

**ANNEX I
USES AND PURPOSES**

Exhibit 2
Form of Compliance Certificate

COMPLIANCE CERTIFICATE

TO: Third Eye Capital Corporation, as Administrative Agent
AND TO: The Lenders
RE: Compliance Certificate for the [fiscal year][fiscal quarter][calendar month]
ended _____ ("Statement Date")

The undersigned refers to the credit agreement dated December 23, 2015 (as amended, varied, supplemented, renewed or restated from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined) among OpsMobil Inc., as borrower (the "Borrower"), the Guarantors, the Lenders and the Administrative Agent.

I, the undersigned [Chief Financial Officer] of the Borrower, certify, without personal liability, to the Administrative Agent and the Lenders, that:

1. I have read the provisions of the Credit Agreement which are relevant to this Compliance Certificate and have made or caused to be made such examinations or investigations as are necessary to enable me to express an informed opinion on the matters contained in this Compliance Certificate.
2. As at [date], the following calculations were true and correct and the Borrower is in compliance with all of the financial covenants set forth in Section 6.3 of the Credit Agreement for the period ended as of the Statement Date:
 - (a) EBITDAR (Section 6.3(a) of the Credit Agreement) (refer to Schedule I for details): \$• _____
 - (b) Maximum Capital Expenditures (Section 6.3(b) of the Credit Agreement) \$• _____
3. As at this date:
 - (a) No Default or Event of Default has occurred under the Credit Agreement and is continuing;
 - (b) Each of the Corporate Credit Parties (other than 173 and ADL) is not in breach of any of the covenants, terms and conditions of the Credit Agreement to be observed or performed by it thereunder;
 - (c) The representations and warranties of each of the Corporate Credit Parties (other than 173 and ADL) referred to in Section 5.1 of the Credit Agreement and each other Credit Document to which such Corporate Credit Party is a party are true

and correct as though made on this date, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date;

- (d) The financial information and calculations attached at Schedule I are true and correct in all material respects, as of the dates or for the periods, as applicable, specified on such Schedule; and
 - (e) The financial statements delivered pursuant to Section 6.1(a) of the Credit Agreement for the period ended as of the Statement Date (i) have been prepared in accordance with GAAP in effect on the date of such financial statements consistently applied and the information contained therein is true and correct in all material respects, and (ii) present fairly the results of operations and changes in the financial position of the Corporate Credit Parties (other than 173 and ADL) as of and to this date. There has been no material change in the financial position of the Corporate Credit Parties (other than 173 and ADL) since the date of the most recent financial statements delivered pursuant to Section 6.1(a) of the Credit Agreement.
4. [[No mandatory prepayment] [A mandatory repayment] in the amount of \$_____] is required pursuant to Section 2.4(3) of the Credit Agreement.]

DATED the _____ day of ●,●.

OPSMOBIL INC.

By: _____
Authorized Signing Officer

CONFIRMATION TO THE COMPLIANCE CERTIFICATE

By executing this Notice of Advance, each of Ryan Tobber and 173, severally, acknowledge and confirm that as at this date:

- (a) No Default or Event of Default by such party under the Credit Agreement has occurred and is continuing;
- (b) He/it, as applicable, is not in breach of any of the covenants, terms and conditions of the Credit Agreement to be performed or observed by him or by it; and
- (c) The representations and warranties of such party referred to in Section 5.1 of the Credit Agreement and each other Credit Document to which such party is a party are true and correct as though made on this date, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.

DATED the _____ day of ●,●

Witness

Ryan Tobber

1734163 ALBERTA INC.

By: _____
Authorized Signing Officer

CONFIRMATION TO THE COMPLIANCE CERTIFICATE

By executing this Notice of Advance, each of Roch Dallaire and ADL, severally, acknowledge and confirm that as at this date:

- (a) No Default or Event of Default by such party under the Credit Agreement has occurred and is continuing;
- (b) He/it, as applicable, is not in breach of any of the covenants, terms and conditions of the Credit Agreement to be performed or observed by him or by it; and
- (c) The representations and warranties of such party referred to in Section 5.1 of the Credit Agreement and each other Credit Document to which such party is a party are true and correct as though made on this date, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.

DATED the _____ day of ●,●

Witness

Roch Dallaire

AIR DALLAIRE LTD.

By: _____

Authorized Signing Officer

SCHEDULE "I"

Details of EBITDAR as per Section 6.3(a)

Net Income	\$	(1)
Interest Charges	\$	(2)
Income taxes of the Corporate Credit Parties (other than 173 and ADL) and their Subsidiaries accrued in accordance with GAAP for such period	\$	(3)
Depreciation Expense	\$	(4)
Rental Expenses associated with power-by-hour and aircraft dry lease expenses		(5)
EBITDAR		
[(1) + (2) + (3) + (4) + (5)]	\$	

Exhibit 3
Form of Borrowing Base Certificate

BORROWING BASE CERTIFICATE

TO: Third Eye Capital Corporation, as Administrative Agent

AND TO: The Lenders

The undersigned, OpsMobil Inc. (the "Borrower") refers to the credit agreement dated December 23, 2015 (as amended, varied, supplemented, renewed or restated from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined) among the Borrower, the Guarantors, the Lenders and the Administrative Agent and certifies that as at this date:

- | | | | |
|----|---|---|----|
| 1. | 70% of Eligible Receivables (as calculated on Schedule A) | = | \$ |
| 2. | Lesser of 50% of Eligible Inventory and \$1,000,000 (as calculated on Schedule B) | = | \$ |
| 3. | Reserves (as calculated on Schedule C) | = | \$ |

Borrowing Base = (1) + (2) - (3) = \$_____

All values stated are in Canadian Dollars using the Equivalent Amount in Canadian Dollars on the this date for any amount in a currency other than Canadian Dollars.

DATED this ● day of ●, 20●.

Yours truly,

OPSMOBIL INC.

By: _____
[Chief Financial Officer]

SCHEDULE "A"
ELIGIBLE RECEIVABLES

1. All accounts receivable created by customers of the Corporate Credit Parties (other than 173 and ADL) in the ordinary course of business, and payable or dischargeable in accordance with customary trade terms:

\$ _____

2. Less: Accounts which are not Eligible Receivables:

\$ _____

- (a) Accounts that are owed by an Account Debtor who is resident of any country other than the United States of America or Canada, unless (i) the Borrower has first sought and received the prior written consent of the Administrative Agent to include such account in Eligible Receivables (which consent may be withheld in the Administrative Agent's sole discretion), and (ii) the payment of such account receivable is secured by a letter of credit with a face amount equal thereto or similar security satisfactory to the Administrative Agent

\$ _____

- (b) Accounts that are disputed or subject to a holdback (other than holdbacks for accounts generated pursuant to bonded construction contracts), claim of offset, return or rejection, or a contra account (including accounts owed by a customer who is also a supplier of creditor of any Corporate Credit Party (other than 173 and ADL))

\$ _____

- (c) Accounts that arise in a transaction where goods are placed on consignment or are sold pursuant to a sale on approval, a bill and hold, or any other terms by reason of which the payment by the customer may be subject to conditions

\$ _____

- (d) Accounts that are not approved by the customer with respect to the percentage of contract completion

\$ _____

- (e) Accounts that are unpaid for more than 120 days after the original invoice date or more than 90 days after the original due date, except in circumstances where a Credit Party has

\$ _____

- | | | |
|-----|--|----------|
| | negotiated extended terms to certain customers satisfactory to the Administrative Agent | _____ |
| (f) | Accounts that have any one account which exceeds a certain percentage, determined by the Administrative Agent in its sole discretion, of total accounts receivable | \$ _____ |
| (g) | Accounts that are inter-company accounts receivable | \$ _____ |
| (h) | Accounts that have a certain percentage determined by the Administrative Agent in its sole discretion, of total accounts receivable from a single customer which are deemed ineligible under the Administrative Agent's usual criteria for eligible receivables | \$ _____ |
| (i) | Accounts the Administrative Agent reasonably believes may not be paid by reason of the Account Debtor's financial circumstances, which accounts have been notified in writing by the Administrative Agent to the Borrower | \$ _____ |
| (j) | Accounts that are owed by an Account Debtor who has filed a petition for bankruptcy or any other petition for relief, made an assignment for the benefit of creditors, or against whom any petition or other application for relief under applicable bankruptcy legislation has been filed or who has suspended its business operations, become insolvent, or suffered a receiver, manager or trustee in bankruptcy to be appointed for any of its assets or affairs | \$ _____ |
| (k) | Accounts that are owed by a Governmental Authority, unless such account receivable may be assigned to the Administrative Agent under Applicable Law and all steps reasonably required by the Administrative Agent in connection with such assignment shall have been duly taken (including notice to any such Governmental Authority) | \$ _____ |
| (l) | Accounts that are owed by an Account Debtor who is an individual | \$ _____ |
| (m) | Accounts that are evidenced only by pre-bills | _____ |
| (n) | Accounts that are not subject to a duly perfected security interest in favour of the | _____ |

Administrative Agent, ranking in priority to all
other Liens, excepting only Permitted Liens

3. Eligible Receivables = (1) - (2)

4. 70% of Eligible Receivables = 0.7 x (3)

\$ _____
\$ _____

SCHEDULE "B"
ELIGIBLE INVENTORY

- | | | |
|---|----|--|
| 1. Original equipment manufacturer approved engines, rotables (rotors and rotor blades), expendables, and other spare parts of each of the Corporate Credit Parties (other than 173 and ADL): | \$ | |
| 2. Less: Inventory which is not Eligible Inventory: | \$ | |
| (a) Inventory that is not located at one of the Subject Properties | | |
| (b) Inventory that is not in the actual and exclusive possession of the Corporate Credit Parties (other than 173 and ADL) | | |
| (c) Inventory that is not insured against types of loss, damage, hazards, and risks, and in amounts satisfactory to the Administrative Agent in its discretion | | |
| (d) Inventory that is installed on any Airframe | | |
| (e) Inventory that is damaged, defective, obsolete or unserviceable | \$ | |
| (f) Inventory that is non-compliant with all original equipment manufacturer quality assurance recommendations | \$ | |
| (g) Inventory that is not rehabilitated to a fully-serviceable condition | \$ | |
| (h) Inventory that lacks back-to-birth traceability | \$ | |
| (i) Inventory that is subject to a pooling, exchange, borrowing, leasing, consignment or similar arrangement | \$ | |
| (j) Inventory that is non-conforming in all material respects to all applicable airworthiness directives, mandatory service bulletins, or standards, or limited imposed by any governmental authority that has regulatory authority over such inventory | \$ | |
| 3. Eligible Inventory = (1) - (2) | \$ | |
| 4. 50% of Eligible Inventory = 0.5 x (3) | \$ | |
| 5. Lesser of (4) and \$1,000,000 | \$ | |

**SCHEDULE "C"
RESERVES**

[illegible]

Exhibit 4
Form of Supplemental Agreement

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, dated as of ●, 20● (this "Supplement"), by and among ● (the "Additional Credit Party"), OpsMobil Inc. (the "Borrower"), 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., Roch Dallaire, Ryan Tobber, and Third Eye Capital Corporation, as administrative agent (the "Administrative Agent").

RECITALS:

WHEREAS, reference is hereby made to the Credit Agreement, dated as of December 23, 2015 (as amended, supplemented or restated from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the Borrower, the guarantors signatory thereto from time to time, the lenders signatory thereto from time to time, as lenders (collectively, the "Lenders") and the Administrative Agent;

WHEREAS, the Additional Credit Party is a Subsidiary of the Borrower; and

WHEREAS, the Additional Credit Party wishes to become party to the Credit Agreement pursuant to Section 10.3 of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. The Additional Credit Party hereby acknowledges, agrees and confirms that, by its execution of this Supplement, it will be deemed to be a party to the Credit Agreement and a "Credit Party" for all purposes to the Credit Agreement, and shall have all of the obligations of a Credit Party thereunder as if it had originally executed the Credit Agreement as such.
2. The Administrative Agent hereby acknowledges, agrees and confirms that, by the execution of this Supplement, the Additional Credit Party shall have all of the rights of a Credit Party under the Credit Agreement as if it had originally executed the Credit Agreement as a party thereto.
3. The Additional Credit Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement which are applicable to it, including, without limitation (i) all applicable representations and warranties of the Credit Parties and which are not made as of an earlier date, set forth in Article 5 of the Credit Agreement, as supplemented from time to time in accordance with the terms thereof, and (ii) all covenants of the Credit Parties set forth in Article 6 of the Credit Agreement.
4. Without limiting the generality of the foregoing, the Borrower repeats, to and in favour of the Administrative Agent and the Lenders, the representations and

warranties set forth in Article 5 of the Credit Agreement applicable to the Additional Credit Party, and not made as of an earlier date, and the Borrower acknowledges and confirms that the Administrative Agent and Lenders are relying upon such representations and warranties and that they are true and correct as of the date hereof with the same force and effect as if made at and as of the date hereof, including the information required to be updated in the schedules to the Credit Agreement with respect to the Additional Credit Party, which is attached hereto in Schedule A.

5. The Additional Credit Party acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto.
6. The Borrower and the current Credit Parties confirm that all of their obligations under the Credit Agreement are, and upon the Additional Credit Party becoming a party, shall continue to be, in full force and effect. The Additional Credit Party hereby agrees that upon becoming a Credit Party, it will assume from and after the date hereof all applicable obligations arising from and after the date hereof of a Credit Party as set forth in the Credit Agreement and shall deliver or cause to be delivered all applicable Credit Documents required to be delivered by the Credit Party, together with any legal opinions and other documents reasonably requested by Administrative Agent in connection with this Supplement.
7. This Supplement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.
8. This Supplement and the Credit Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
9. This Supplement shall be deemed to be a Credit Document.
10. This Supplement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
11. Any provision of this Supplement which is 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, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
12. This Supplement may be executed in counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Supplemental Agreement. This Supplement may be executed by facsimile or email PDF, and any signature contained hereon by facsimile or email PDF shall be deemed to be equivalent to an original signature for all purposes.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Supplemental Agreement as of the date first written above.

OPSMOBIL INC.

1734163 ALBERTA INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

1859821 ALBERTA INC.

810807 ALBERTA LTD.

By: _____

By: _____

Name:

Name:

Title:

Title:

AIR DALLAIRE LTD.

GEMINI HELICOPTERS INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

LYNN'S HELICOPTER LEASING LTD.

By: _____

Name:

Title:

Witness

ROCH DALLAIRE

Witness

RYAN TOBBER

[NEW CREDIT PARTY]

By: _____

Name:

Title:

By: _____

Name:

Title:

THIRD EYE CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A

Credit Agreement Schedule Required Updates

[To be completed by the Borrower and Additional Credit Party]

Exhibit 5
Form of Extension Request

EXTENSION REQUEST

[Date]

TO: Third Eye Capital Corporation, as Administrative Agent

AND TO: The Lenders

Dear Sirs:

Reference is made to the credit agreement dated December 23, 2015 (as amended, supplemented or restated from time to time, the "Credit Agreement", the terms defined therein being used herein are as therein defined) among OpsMobil Inc., as borrower, the Guarantors, the Lenders and the Administrative Agent.

The undersigned hereby requests, pursuant to Section 2.8 of the Credit Agreement, to extend the current Maturity Date to • [insert date that is one year after the current Maturity Date].

Yours truly,

OPSMOBIL INC.

By: _____
Authorized Signing Officer

Exhibit 6
Form of Assignment and Assumption
ASSIGNMENT AND ASSUMPTION

Assignment and Assumption dated as of ●, 20● between ● (the "Assignor") and ● (the "Assignee").

Reference is made to the credit agreement dated as of as of December 23, 2015 (as the same may be amended, supplemented, modified or replaced from time to time, the "Credit Agreement"), between OpsMobil Inc., as borrower, the guarantors listed on the signature pages thereto, as guarantors, the lenders listed on the signature pages thereto, as lenders, and Third Eye Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"). Terms defined in the Credit Agreement are used herein as therein defined.

The Assignor and the Assignee agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, a ●% interest (in the amount of \$●) in and to all of the Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined below) (including such percentage interest in the Assignor's Lender's Commitment as in effect on the Effective Date, the credit extended by the Assignor under the [Revolved Facility][Term Facility][Facilities] and outstanding on the Effective Date and the corresponding rights and obligations of the Assignor under all of the Credit Documents).
2. The Assignor (i) represents and warrants that as of the date hereof its Lender's Commitment with respect to the [Revolved Facility][Term Facility][Facilities] is \$● (without giving effect to the assignment contemplated hereby), and the aggregate outstanding amount of credit extended by it under the [Revolved Facility][Term Facility][Facilities] is \$● (without giving effect to the assignment contemplated hereby); (ii) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (iii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto; (iv) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any of the Credit Parties or the performance or observance by the Credit Parties of any of their obligations under the Credit Documents or any other instrument or document furnished pursuant thereto; and (v) gives notice to the Administrative Agent of the assignment to the Assignee hereunder.
3. The effective date of this Assignment (the "Effective Date") shall be the later of ● and the date on which (i) a copy of a fully executed copy of this Assignment has been delivered to the Administrative Agent in accordance with Section 10.8(5) of the Credit Agreement, (ii) the consent of the Administrative Agent has been obtained to the

assignment hereunder, and (iii) the Assignee has paid to the Assignor all amounts due to the Assignor in connection with the assignment hereunder.

4. The Assignee hereby agrees to the Lender's Commitment of \$● with respect to the [Revolved Facility][Term Facility][Facilities] and to the address and facsimile number set out after its name on the signature page hereof for the purpose of notices as provided in Section 10.5 of the Credit Agreement.
5. After giving effect to the assignment and assumption set forth herein, the Lender's Commitment of the Assignor will be \$●.
6. With effect on and after the Effective Date, the Assignee shall be a party to the Credit Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a Lender under the Credit Agreement. The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
7. As of the Effective Date (i) the Assignee shall, in addition to any rights and obligations under the Credit Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Credit Documents that have been assigned to it pursuant to this Assignment and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Credit Documents to the extent the same have been assigned to the Assignee hereunder.
8. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Documents for periods prior to the Effective Date directly between themselves.
9. This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Assignment and Assumption as of the date first written above.

[ASSIGNOR]

By: _____
Authorized Signing Officer

[ASSIGNEE]

By: _____
Authorized Signing Officer

Acknowledged and agreed to as of this _____ day of _____, 20_____.

THIRD EYE CAPITAL CORPORATION,
as Administrative Agent

By: _____
Authorized Signing Officer

This is Exhibit "B" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



THE GUARANTORS
PARTY HERETO FROM TIME TO TIME
as Guarantors

and

THIRD EYE CAPITAL CORPORATION
as Agent

and

THE OTHER SECURED CREDITORS

GUARANTEE

December 23, 2015

STIKEMAN ELLIOTT LLP

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ADDENDA

SCHEDULE A GUARANTOR SECURITY DOCUMENTS
SCHEDULE B AUTHORIZED AND ISSUED CAPITAL
SCHEDULE C FORM OF SUPPLEMENTAL AGREEMENT

GUARANTEE

This Guarantee dated as of December 23, 2015 made by 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd. and the other Guarantors party hereto from time to time (as additional parties as contemplated by Section 5.2) to and in favour of Third Eye Capital Corporation, as Agent for the Secured Creditors.

RECITALS:

- (a) The Agent and the Lenders have agreed to make certain credit facilities available to the Borrower on the terms and conditions contained in the Credit Agreement;
- (b) It is a condition precedent to the extension of credit to the Borrower under the Credit Agreement that each of the Guarantors execute and deliver this Guarantee; and
- (c) Due to the close business and financial relationships between the Borrower, each of the Guarantors and the other affiliates of the Borrower party to the transactions contemplated by the Credit Agreement, each of the Guarantors will derive substantial direct and indirect benefits from such transactions and therefore each of the Guarantors considers it in its best interest to provide this Guarantee.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, each of the Guarantors agrees as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Guarantee the following terms have the following meanings:

"Agent" means Third Eye Capital Corporation acting as agent for the Lenders under the Credit Agreement and any successor agent appointed under the Credit Agreement, and its successors and permitted assigns.

"Borrower" means Opsmobil Inc., a corporation incorporated and existing under the laws of the Province of Alberta, and its successors and permitted assigns.

"Credit Agreement" means the credit agreement dated as of December 23, 2015 among the Borrower, the Guarantors, Ryan Tobber, Roch Dallaire, the Lenders and the Agent, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time and includes any agreement extending the maturity of, refinancing or restructuring all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Agent or Lenders.

"Credit Documents" means the Credit Agreement, this Guarantee and each other Credit Document (as such term is defined in the Credit Agreement).

"Credit Parties" means the Borrower, the Guarantors, Ryan Tobber, Roch Dallaire and any other Person that, from time to time, provides credit support for the Obligations.

"Guarantee" means this guarantee.

"Guarantors" means 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd. and each other Person that from time to time becomes a Guarantor under this Guarantee by execution and delivery of a supplemental agreement to this Guarantee pursuant to Section 5.2, and their respective successors and permitted assigns, and "Guarantor" refers to any one of them.

"Guarantor Security Documents" means, with respect to each Guarantor, the agreements described opposite its name in the column titled "Security Documents" in Schedule A and any other security granted by such Guarantor in favour of the Secured Creditors, or any one of them, from time to time for such Guarantor's obligations under this Guarantee.

"Lenders" means the lenders listed on the signature pages of the Credit Agreement, any Person who may become a Lender pursuant to the Credit Agreement, and their respective successors and assigns.

"Obligations" means (i) all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, at any time or from time to time due or accruing due and owing by or otherwise payable by the Borrower to the Secured Creditors or any one or more of them, in any currency, under or in connection with or pursuant to the Credit Agreement and any other Credit Document to which the Borrower is a party and whether incurred by the Borrower alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style, and (ii) the due performance and compliance by the Borrower with all of the terms and conditions of the Credit Agreement and the other Credit Documents, as such debts, liabilities and obligations may be varied from time to time as contemplated by Section 3.7.

"Required Secured Creditors" means the Majority Lenders, or to the extent required by Section 10.1 of the Credit Agreement, all of the Lenders.

"Secured Creditors" means the Agent and the Lenders.

Section 1.2 Interpretation.

- (1) Capitalized terms used in this Guarantee but not defined have the meanings given to them in the Credit Agreement.

- (2) In this Guarantee the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Guarantee.
- (3) Any reference in this Guarantee to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) The division of this Guarantee into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and are not to affect its interpretation.
- (5) The schedules attached to this Guarantee form an integral part of it for all purposes of it.
- (6) Except as otherwise provided in this Guarantee, any reference to this Guarantee, any Credit Document or any Guarantor Security Document refers to this Guarantee or such Credit Document or Guarantor Security Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules to it. Except as otherwise provided in this Guarantee, any reference in this Guarantee to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.
- (7) All references in this Guarantee to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

ARTICLE 2 GUARANTEE

Section 2.1 Guarantee.

Each Guarantor irrevocably and unconditionally guarantees to the Secured Creditors the due and punctual payment, and the due performance, whether at stated maturity, by acceleration or otherwise, of the Obligations. Each Guarantor agrees that the Obligations will be paid to the Secured Creditors strictly in accordance with their terms and conditions.

Section 2.2 Indemnity.

If any or all of the Obligations are not duly performed by the Borrower and are not performed by the Guarantors, or any of them, under Section 2.1 for any reason whatsoever, each Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Secured Creditors from and against all losses resulting from the failure of such Guarantor to duly perform such Obligations.

Section 2.3 Primary Obligation.

If any or all of the Obligations are not duly performed by the Borrower and are not performed by the Guarantors, or any of them, under Section 2.1 or the Secured Creditors are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by each Guarantor as a primary obligor.

Section 2.4 Absolute Liability.

Each Guarantor agrees that the liability of such Guarantor under Section 2.1 and Section 2.3 and, for greater certainty, under Section 2.2, is absolute and unconditional irrespective of:

- (a) the lack of validity or enforceability of any terms of any of the Credit Documents;
- (b) any contest by the Borrower or any other Person as to the amount of the Obligations, the validity or enforceability of any terms of the Credit Documents or the perfection or priority of any security granted to the Secured Creditors;
- (c) any defence, counter claim or right of set-off available to the Borrower;
- (d) any release, compounding or other variance of the liability of the Borrower or any other Person liable in any manner under or in respect of the Obligations or the extinguishment of all or any part of the Obligations by operation of law;
- (e) any change in the time or times for, or place or manner or terms of payment or performance of the Obligations or any consent, waiver, renewal, alteration, extension, compromise, arrangement, concession, release, discharge or other indulgences which the Secured Creditors may grant to the Borrower or any other Person liable under or in respect of the Obligations;
- (f) any amendment or supplement to, or alteration or renewal of, or restatement, replacement, refinancing or modification or variation of (including any increase in the amounts available thereunder or the inclusion of an additional borrower thereunder), or other action or inaction under, the Credit Agreement, the other Credit Documents or any other related document or instrument, or the Obligations;
- (g) any discontinuance, termination, reduction, renewal, increase, abstention from renewing or other variation of any credit or credit facilities to, or the terms or conditions of any transaction with, the Borrower or any other Person liable under or in respect of the Obligations;

- (h) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Borrower, any Guarantor or any other Credit Party or any reorganization (whether by way of reconstruction, consolidation, amalgamation, merger, transfer, sale, lease or otherwise) of the Borrower, any Guarantor or any other Credit Party or their respective businesses;
- (i) any dealings with the security which the Secured Creditors hold or may hold pursuant to the terms and conditions of the Credit Documents, including the taking, giving up or exchange of securities, their variation or realization, the accepting of compositions and the granting of releases and discharges;
- (j) any limitation of status or power, disability, incapacity or other circumstance relating to the Borrower, any Guarantor, any other Credit Party or any other Person liable under or in respect of the Obligations, including any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, winding-up or other like proceeding involving or affecting the Borrower, any Guarantor, any other Credit Party or any other Person or any action taken with respect to this Guarantee by any trustee or receiver, or by any court, in any such proceeding, whether or not the Guarantor shall have notice or knowledge of any of the foregoing;
- (k) the assignment of all or any part of the benefits of this Guarantee;
- (l) any impossibility, impracticability, frustration of purpose, force majeure or illegality of any Credit Document, or the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any Governmental Authority that amends, varies, reduces or otherwise affects, or purports to amend, vary, reduce or otherwise affect, any of the Obligations or the obligations of any Guarantor under this Guarantee;
- (m) any taking or failure to take security, any loss of, or loss of value of, any security, or any invalidity, non-perfection or unenforceability of any security held by the Secured Creditors, or any exercise or enforcement of, or failure to exercise or enforce, security, or irregularity or defect in the manner or procedure by which the Secured Creditors realize on such security;
- (n) any application of any sums received to the Obligations, or any part thereof, and any change in such application; and
- (o) any other circumstances which otherwise constitute a defence available to, or a discharge of, any Guarantor, the Borrower or any other Person in respect of the Obligations or this Guarantee.

Section 2.5 Joint and Several Obligations.

The obligations of each Guarantor under this Guarantee shall be joint and several.

ARTICLE 3 ENFORCEMENT

Section 3.1 Remedies.

The Secured Creditors are not bound to exhaust their recourse against the Borrower or any other Person liable under or in respect of the Obligations or realize on any security they may hold in respect of the Obligations before being entitled to (i) enforce payment and performance against the Guarantors, or any of them, under this Guarantee or (ii) pursue any other remedy against the Guarantors, or any of them, and each of the Guarantors renounces all benefits of discussion and division.

Section 3.2 Amount of Obligations.

Any account settled or stated by or between the Agent and the Borrower, or if any such account has not been settled or stated immediately before demand for payment under this Guarantee, any account stated by the Agent shall, in the absence of manifest error, be accepted by each of the Guarantors as *prima facie* evidence of the amount of the Obligations which is due by the Borrower to the Secured Creditors or remains unpaid by the Borrower to the Secured Creditors.

Section 3.3 Payment on Demand.

Each Guarantor will pay and perform the Obligations and pay all other amounts payable by it to the Secured Creditors under this Guarantee, and the obligation to do so arises, immediately after demand for such payment or performance is made in writing to it. The liability of each Guarantor bears interest from the date of such demand at the rate or rates of interest then applicable to the Obligations under and calculated in the manner provided in the Credit Documents (including any adjustment to give effect to the provisions of the *Interest Act* (Canada)).

Section 3.4 Costs and Expenses.

Each Guarantor is liable for and will pay on demand by the Agent any and all reasonable expenses, costs and charges incurred by or on behalf of the Secured Creditors in connection with preparing and enforcing this Guarantee, including all legal fees, courts costs, receivers or agent's remuneration and other expenses in connection with enforcing any of their rights under this Guarantee.

Section 3.5 Assignment and Postponement.

- (1) All obligations, liabilities and indebtedness of the Borrower to each Guarantor of any nature whatsoever and all security therefor (the "Intercompany Indebtedness") are assigned and transferred by such Guarantor to the Agent as continuing and collateral security for such Guarantor's obligations under this Guarantee and postponed to the payment in full of all Obligations. Until the occurrence of an Event of Default that is continuing such Guarantor may receive payments in respect of the Intercompany Indebtedness owed to it as permitted under the Credit Agreement.

No Guarantor will assign all or any part of the Intercompany Indebtedness owed to it to any Person other than the Secured Creditors.

- (2) Upon the occurrence and during the continuation of an Event of Default, all Intercompany Indebtedness will be held in trust for the Secured Creditors and will be collected, enforced or proved subject to, and for the purpose of, this Guarantee. In such event, any payments received by any Guarantor in respect of the Intercompany Indebtedness will be held in trust for the Secured Creditors and segregated from other funds and property held by such Guarantor and promptly paid to the Agent on account of the Obligations.
- (3) The Intercompany Indebtedness owed to it shall not be released or withdrawn by any Guarantor without the prior written consent of the Agent. No Guarantor will allow a limitation period to expire on the Intercompany Indebtedness owed to it or ask for or obtain any security or negotiable paper for, or other evidence of, such Intercompany Indebtedness except for the purpose of delivering the same to the Agent.
- (4) In the event of any insolvency, bankruptcy or other proceeding involving the liquidation, arrangement, compromise, reorganization or other relief with respect to the Borrower or its debts, each Guarantor will, upon the request of the Agent, make and present a proof of claim or commence such other proceedings against the Borrower on account of the Intercompany Indebtedness owed to it as may be reasonably necessary to establish such Guarantor's entitlement to payment of such Intercompany Indebtedness. Such proof of claim or other proceeding requested by the Agent must be made or commenced prior to the earlier of (i) the day which is 30 days after notice requesting such action is delivered by or on behalf of the Agent to such Guarantor and (ii) the day which is 10 days preceding the date when such proof of claim or other proceeding is required by Applicable Law to be made or commenced, provided that the Agent has requested such proof of claim or other proceeding to be made in sufficient time to meet such day which is 10 days preceding the date when such proof of claim or other proceeding is required by Applicable Law. Such proof of claim or other proceeding must be in form and substance acceptable to the Agent.
- (5) If any Guarantor fails to make and file such proof of claim or commence such other proceeding in accordance with this Section, the Agent is, effective upon such failure, irrevocably authorized, empowered and directed and appointed the true and lawful attorney of such Guarantor (but is not obliged) with the power to exercise for and on behalf of such Guarantor the following rights, upon the occurrence and during the continuance of an Event of Default: (i) to make and present for and on behalf of such Guarantor proofs of claims or other such proceedings against the Borrower on account of the Intercompany Indebtedness owed to such Guarantor, (ii) to demand, sue for, receive and collect any and all dividends or other payments or disbursements made in respect of the Intercompany Indebtedness owed to such Guarantor in whatever form the same may be paid or issued and to apply the same on account of the Obligations, and (iii) to demand, sue for, collect and receive each

such payment and distribution and give acquittance therefor and to file claims and take such other actions, in its own name or in the name of such Guarantor or otherwise, as the Agent may deem necessary or advisable to enforce its rights under this Guarantee.

- (6) Each Guarantor will execute all subordinations, postponements, assignments and other agreements as the Agent may reasonably request to more effectively subordinate and postpone the Intercompany Indebtedness to the payment and performance of the Obligations.
- (7) The provisions of this Section 3.5 survive the termination of this Guarantee and remain in full force and effect until (i) the Obligations and all other amounts owing under the Credit Documents are repaid in full; and (ii) the Secured Creditors have no further obligations under any of the Credit Documents in accordance with the terms hereof.

Section 3.6 Suspension of Guarantor Rights.

So long as there are any Obligations, no Guarantor will exercise any rights which it may at any time have by reason of the performance of any of its obligations under this Guarantee (i) to be indemnified by the Borrower, (ii) to claim contribution from any other guarantor of the debts, liabilities or obligations of the Borrower, or (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Creditors under any of the Credit Documents. Each Guarantor hereby agrees in favour of the Borrower, the other guarantors and the Secured Creditors, that any such rights of indemnification, contribution, or subrogation terminate in the event of a sale, foreclosure or other disposition of any of the equity securities of the Borrower, such Guarantor or any other Credit Party in connection with an exercise of rights and remedies by the Secured Creditors. Each Guarantor further agrees that the Borrower and other guarantors of the debts, liabilities and obligations of the Borrower are intended third party beneficiaries of such Guarantor's agreement contained in this Section 3.6.

Section 3.7 No Prejudice to Secured Creditors.

The Secured Creditors are not prejudiced in any way in the right to enforce any provision of this Guarantee by any act or failure to act on the part of the Borrower, the Secured Creditors. The Secured Creditors may, at any time and from time to time, in such manner as any of them may determine is expedient, without any consent of, or notice to, the Guarantors, or any of them, and without impairing or releasing the obligations of the Guarantors, or any of them, (i) change the manner, place, time or terms of payment or performance of the Obligations, (ii) renew or alter the Obligations, (iii) amend, vary, modify, supplement or replace any Credit Document or any other related document or instrument, (iv) discontinue, reduce, renew, increase, abstain from renewing or otherwise vary any credit or credit facilities to, any transaction with, the Borrower or any other Person, (v) release, compound or vary the liability of the Borrower or any other Person liable in any manner under or in respect of the Obligations, (vi) take or abstain from taking securities or collateral from any other Person, or from perfecting securities or collateral of any other Person, (vii) exercise or enforce or refrain from exercising or enforcing any right or security

against the Borrower, any Guarantor or any other Person, (viii) accept compromises or arrangement from any Person, (ix) apply any sums from time to time received to the Obligations, or any part thereof, and change any such application in whole or in part from time to time, (x) otherwise deal with, or waive or modify their right to deal with, any Person and security. In their dealings with the Borrower and the Secured Creditors need not enquire into the authority or power of any Person purporting to act for or on behalf of the Borrower.

Section 3.8 Rights of Subrogation.

Any rights of subrogation acquired by any Guarantor by reason of payment under this Guarantee, and not suspended pursuant to Section 3.6 shall not be exercised until the Obligations and all other amounts due to the Secured Creditors have been paid or repaid in full and such rights of subrogation shall be no greater than the rights held by the Secured Creditors. In the event (i) of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory), (ii) that the Borrower makes a bulk sale of any of its assets within the provisions of any bulk sales legislation, or (iii) that the Borrower makes any composition with creditors or enters into any scheme of arrangement, the Secured Creditors have the right to rank in priority to each of the Guarantors for their full claims in respect of the Obligations and receive all dividends and other payments until their claims have been paid in full. Each of the Guarantors will continue to be liable, less any payments made by such Guarantor, for any balance which may be owing to the Secured Creditors by the Borrower. No valuation or retention of their security by the Secured Creditors shall, as between the Secured Creditors and each of the Guarantors, be considered as a purchase of such security or as payment or satisfaction or reduction of all or any part of the Obligations. If any amount is paid to any Guarantor at any time when all the Obligations and other amounts due to the Secured Creditors have not been paid in full, the amount will be held in trust for the benefit of the Secured Creditors and immediately paid to the Agent to be credited and applied to the Obligations, whether matured or unmatured. No Guarantor has recourse against the Agent for any invalidity, non-perfection or unenforceability of any security held by the Secured Creditors or any irregularity or defect in the manner or procedure by which the Secured Creditors realize on such security.

Section 3.9 No Set-off.

To the fullest extent permitted by law, each Guarantor makes all payments under this Guarantee without regard to any defence, counter-claim or right of set-off available to it.

Section 3.10 Successors of the Borrower.

This Guarantee will not be revoked by any change in the constitution of the Borrower. This Guarantee and the Guarantor Security Documents extend to any person, firm or corporation acquiring, or from time to time carrying on, the business of the Borrower.

Section 3.11 Continuing Guarantee and Continuing Obligations.

The respective obligation of each Guarantor under Section 2.1 is a continuing guarantee, and the respective obligations of each Guarantor under Section 2.2 and Section 2.3 are continuing obligations. Each of Section 2.1, Section 2.2 and Section 2.3 extends to all present and future Obligations, applies to and secures the ultimate balance of the Obligations due or remaining due to the Secured Creditors and is binding as a continuing obligation of each Guarantor until the Secured Creditors release such Guarantor in accordance with Section 5.2. This Guarantee will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Secured Creditors upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though the payment had not been made.

Section 3.12 Supplemental Security.

This Guarantee is in addition and without prejudice to and supplemental to all other guarantees, indemnities, obligations and security now held or which may hereafter be held by the Secured Creditors in respect of the Obligations.

Section 3.13 Security for Guarantee.

Each Guarantor acknowledges that this Guarantee is intended to secure payment and performance of the Obligations and that the payment and performance of the Obligations and the other obligations of such Guarantor under this Guarantee are secured pursuant to the terms and provisions of the Guarantor Security Documents granted by such Guarantor.

Section 3.14 Right of Set-off.

Upon the occurrence and during the continuance of any Event of Default, each of the Secured Creditors are authorized by each Guarantor at any time and from time to time and may, to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Secured Creditors to or for the credit or the account of such Guarantor against any and all of the obligations of such Guarantor now or hereafter existing irrespective of whether or not (i) the Secured Creditors have made any demand under this Guarantee, or (ii) any of the obligations comprising the Obligations are contingent or unmatured. The rights of the Secured Creditors under this Section 3.14 are in addition and without prejudice to and supplemental to other rights and remedies which the Secured Creditors may have.

Section 3.15 Interest Act (Canada).

Each Guarantor acknowledges that certain of the rates of interest applicable to the Obligations may be computed on the basis of a year of 360 days or 365 days, as the case may be and paid for the actual number of days elapsed. For purposes of the *Interest Act* (Canada), whenever any interest is calculated using a rate based on a year of 360 days or 365 days, as the case may be, such rate determined pursuant to such calculation, when expressed as an

annual rate is equivalent to (i) the applicable rate based on a year of 360 days or 365 days, as the case may be, (ii) multiplied by the actual number of days in the calendar year in which the period for such interest is payable (or compounded) ends, and (iii) divided by 360 or 365, as the case may be.

Section 3.16 Judgment Currency.

- (1) If for the purposes of obtaining judgment in any court it is necessary to convert all or any part of the Obligations or any other amount due to a Secured Creditor in respect of any Guarantor's obligations under this Guarantee in any currency (the "Original Currency") into another currency (the "Other Currency"), each of the Guarantors, to the fullest extent that it may effectively do so, agrees that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Secured Creditor could purchase the Original Currency with the Other Currency on the Business Day preceding that on which final judgment is paid or satisfied.
- (2) The obligations of each Guarantor in respect of any sum due in the Original Currency from it to any Secured Creditor shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by such Secured Creditor of any sum adjudged to be so due in such Other Currency such Secured Creditor may, in accordance with its normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Secured Creditor in the Original Currency, each Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Secured Creditor against such loss, and if the amount of the Original Currency so purchased exceeds the sum originally due to the Secured Creditor in the Original Currency, the Secured Creditor agrees to remit such excess to the applicable Guarantor.

**ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 4.1 Representations and Warranties.

Each Guarantor severally represents and warrants to each Secured Creditor with respect to itself, and each Guarantor (other than 1734163 Alberta Inc. and Air Dallaire Ltd.) jointly and severally represents and warrants with each other of such Guarantors to each Secured Creditor only with respect to each of such Guarantors, acknowledging and confirming, in each case, that each Secured Creditor is relying on such representations and warranties without independent inquiry in connection with the acceptance of this Guarantee, that:

- (a) **Incorporation and Qualification.** It is a corporation incorporated and existing under the laws of its jurisdiction of incorporation.
- (b) **Corporate Power.** It has the corporate power to (i) own, lease and operate its properties and assets and carry on its business as now being conducted by it,

and (ii) enter into and perform its obligations under the Credit Documents to which it is a party.

- (c) **Conflict With Other Instruments.** The execution and delivery by it and the performance by it under, and compliance with the terms, conditions and provisions of, the Credit Documents to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any contracts, leases or instruments to which it is a party or pursuant to which any of its assets or property may be affected; and
 - (iii) do not and will not result in the violation of any law, regulation or rule or any judgment, injunction, order, writ, decision, ruling or award which is binding on it.
- (d) **Authorized and Issued Capital.** Each of its authorized capital and its issued capital is set out opposite its name in the columns titled "authorized capital" and "issued capital", respectively, on Schedule B. All issued and outstanding shares in its capital have been duly issued and are outstanding as fully paid and non assessable. The registered and beneficial owners of the shares in its capital are as set out opposite its name in the column titled "Legal and Beneficial Owner" on Schedule B, and each such shareholder has a good title, free and clear of all Liens other than those restrictions on transfer, if any, contained in the articles of such Guarantor.
- (e) **Execution and Binding Obligation.** This Guarantee and the other Credit Documents to which it is a party have been duly executed and delivered by it and constitute legal, valid and binding agreements of it enforceable against it in accordance with their respective terms, subject only to any limitation under Applicable Laws relating to (i) bankruptcy, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies.
- (f) **Credit Agreement Representations.** Each representation and warranty made by the Borrower under Section 5.1 of the Credit Agreement, to the extent it pertains to such Guarantor or any of its Subsidiaries, the Business of such Guarantor or any of its Subsidiaries or the Credit Documents to which such

Guarantor or any of its Subsidiaries is a party, is true, accurate and complete in all respects.

Section 4.2 Credit Agreement Covenants.

Until the Obligations and all other amounts owing under this Guarantee are paid or repaid in full, the Obligations are performed in full and the Secured Creditors have no obligations under the Credit Documents, each Guarantor covenants and agrees that it will take, or will refrain from taking, as the case may be, all actions that are necessary to be taken or not taken by such Guarantor and which are within its reasonable control so that no violation of any provision, covenant or agreement contained in Article 8 of the Credit Agreement, and so that no Default or Event of Default, is caused by the actions of such Guarantor or any of its Subsidiaries.

**ARTICLE 5
GENERAL**

Section 5.1 Notices, etc.

Any notices, directions or other communications provided for in this Guarantee must be in writing and given in accordance with the Credit Agreement.

Section 5.2 Discharge.

This Guarantee will not be discharged except by a written release or discharge signed by the Agent. Each Guarantor will be entitled to require a discharge by notice to the Agent upon, but only upon, (i) full and indefeasible payment and performance of the Obligations of such Guarantor and (ii) the Secured Creditors having no obligations under any Credit Document. The release or discharge of any Guarantor by the Agent on behalf of the Secured Creditors shall not release or discharge any other Guarantor from its obligations hereunder. Upon discharge of this Guarantee against any Guarantor and at the request and expense of such Guarantor, the Agent will execute and deliver to such Guarantor such documents or instruments as such Guarantor may reasonably require.

Section 5.3 Additional Guarantors.

Additional persons may from time to time after the date of this Guarantee become Guarantors under this Guarantee by executing and delivering to the Agent a supplemental agreement (a "Supplement") to this Guarantee in substantially the form attached as Schedule C to this Guarantee. Effective from and after the date of the execution and delivery by any Person to the Agent of a Supplement, such Person shall be, and shall be deemed for all purposes to be, a Guarantor under this Guarantee with the same force and effect, and subject to the same agreements, representations, guarantees, indemnities, liabilities and obligations, as if such Person were, effective as of such date, an original signatory to this Guarantee as a Guarantor. The execution and delivery of a Supplement by any Person shall not require the consent of any other Guarantor and all of the obligations of each Guarantor under this Guarantee shall remain in full force and effect notwithstanding the addition of any additional Guarantor to this Guarantee.

Section 5.4 No Merger, Survival of Representations and Warranties.

The representations, warranties and covenants of each of the Guarantors in this Guarantee survive the execution and delivery of this Guarantee and each advance under the Credit Agreement. Notwithstanding any investigation made by or on behalf of the Secured Creditors, the representations, warranties and covenants in this Guarantee continue in full force and effect.

Section 5.5 Further Assurances.

- (1) Each Guarantor will do all acts and things and execute and deliver, or cause to be executed and delivered, all documents and instruments that the Agent may reasonably request to give full effect to this Guarantee and to perfect and preserve the rights and powers of the Secured Creditors under this Guarantee, including any acknowledgements and confirmations of this Guarantee and the Guarantor Security Documents.
- (2) Each Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Borrower on a continuing basis all information desired by such Guarantor concerning the financial condition of the Borrower and that it will look to the Borrower and not to the Secured Creditors, in order to keep adequately informed of changes in the Borrower's financial condition.

Section 5.6 Successors and Assigns.

This Guarantee is binding upon each of the Guarantors, its respective successors and assigns, and cures to the benefit of the Secured Creditors and their respective successors and assigns. This Guarantee may be assigned by the Agent without the consent of, or notice to, the Guarantors, or any of them, to such Person as the Agent may determine and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Guarantee or otherwise. In any action brought by an assignee to enforce any such right or remedy, no Guarantor will assert against the assignee any claim or defence which such Guarantor now has or may have against any of the Secured Creditors. No Guarantor may assign, transfer or delegate any of its rights or obligations under this Guarantee without the prior written consent of the Agent which may be unreasonably withheld.

Section 5.7 Amendment.

This Guarantee may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder. This Guarantor may only be amended, supplemented or otherwise modified by written agreement executed by the Agent (with the consent of the Required Secured Creditors) and the Guarantor affected by such amendment, supplement or other modification.

Section 5.8 Waivers, etc.

- (1) No consent or waiver by the Secured Creditors in respect of this Guarantee is binding unless made in writing and signed by an authorized officer of the Agent (with the consent of the Required Secured Creditors). Any consent or waiver given under this Guarantee is effective only in the specific instance and for the specific purpose and with respect to the specific Guarantor for which it is given. No waiver of any of the provisions of this Guarantee constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Secured Creditors in exercising a right under this Guarantee does not operate as a waiver of, or impair, any right of the Secured Creditors however arising. A single or partial exercise of a right with respect to any Guarantor on the part of the Secured Creditors does not preclude any other or further exercise of that right or the exercise of any other right by the Secured Creditors with respect to such Guarantor or any other Guarantor.

Section 5.9 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines that any provision of this Guarantee is illegal, invalid or unenforceable, that provision will be severed from this Guarantee and the remaining provisions will remain in full force and effect.

Section 5.10 Agent.

By accepting the benefits of this Guarantee, the Secured Creditors agree that this Guarantee may be enforced only by the action of the Agent acting upon the instructions of the Required Secured Creditors and that no other Secured Creditor shall have any right individually to seek to enforce this Guarantee or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Creditors upon the terms of the Credit Agreement.

Section 5.11 Application of Proceeds.

All monies collected by any Secured Creditor under this Guarantee will be applied as provided in the Credit Agreement. To the extent any other Credit Document requires proceeds of collateral under such Credit Document to be applied in accordance with the provisions of this Guarantee, the Agent or holder under such other Credit Document shall apply such proceeds in accordance with this Section.

Section 5.12 Governing Law.

- (1) This Guarantee will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (2) Each Guarantor irrevocably attorns and submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the Province of Alberta sitting in Calgary,

Alberta in any action or proceeding arising out of or relating to this Guarantee and the other Credit Documents to which it is a party. Each Guarantor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the right of the Agent to bring proceedings against any Guarantor in the courts of any other jurisdiction.

- (3) Each Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to such Guarantor at 1200 - 8th Avenue SW, Calgary, Alberta T2P 3P2. Nothing in this Section affects the right of the Agent to serve process in any manner permitted by law.

Section 5.13 Counterparts.

This Guarantee may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Guarantee. This Guarantee shall become effective as to any Guarantor when a counterpart hereof executed on behalf of such Guarantor (or a Supplement, as applicable) shall have been delivered to the Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF each Guarantor has executed this Guarantee.

1734163 ALBERTA INC.

By: 

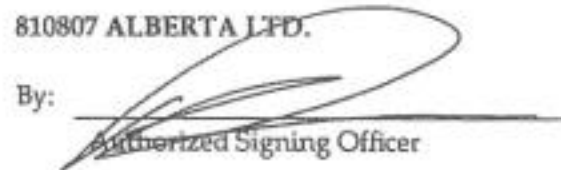
Authorized Signing Officer

1859821 ALBERTA INC.

By: 

Authorized Signing Officer

810807 ALBERTA LTD.

By: 

Authorized Signing Officer

AIR DALLAIRE LTD.

By: _____

Authorized Signing Officer

GEMINI HELICOPTERS INC.

By: 

Authorized Signing Officer

IN WITNESS WHEREOF each Guarantor has executed this Guarantee.

1734163 ALBERTA INC.

By: _____
Authorized Signing Officer

1859821 ALBERTA INC.

By: _____
Authorized Signing Officer

810807 ALBERTA LTD.

By:  _____
Authorized Signing Officer

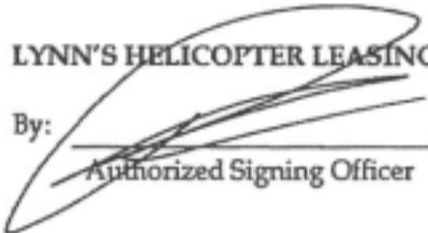
AIR DALLAIRE LTD.

By:  _____
Authorized Signing Officer

GEMINI HELICOPTERS INC.

By: _____
Authorized Signing Officer

LYNN'S HELICOPTER LEASING LTD.

By: 

Authorized Signing Officer

**SCHEDULE A
GUARANTOR SECURITY DOCUMENTS**

GUARANTOR	SECURITY DOCUMENTS
1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc. and Lynn's Helicopter Leasing Ltd.	General Security Agreement dated as of the date hereof and granted by the Guarantors in favour of the Agent for the Secured Creditors
810807 Alberta Ltd.	Debenture dated as of the date hereof granted by 810807 Alberta Ltd. in favour of the Agent for the Secured Creditors
810807 Alberta Ltd.	General Assignment of Rents and Leases dated as of the date hereof between 810807 Alberta Ltd. and the Agent
Lynn's Helicopter Leasing Ltd.	Debenture dated as of the date hereof granted by Lynn's Helicopter Leasing Ltd. in favour of the Agent for the Secured Creditors
Lynn's Helicopter Leasing Ltd.	General Assignment of Rents and Leases dated as of the date hereof between Lynn's Helicopter Leasing Ltd. and the Agent
OpsMobil Inc.	Debenture dated as of the date hereof granted by OpsMobil Inc. in favour of the Agent for the Secured Creditors
1859821 Alberta Inc.	Marine Mortgage (Form 7) dated as of the date hereof between the Corporation and the Agent
OpsMobil Inc. and Gemini Helicopters Inc.	Blocked Account Agreement dated as of the date hereof among OpsMobil Inc., Gemini Helicopters Inc., the Agent and Alberta Treasury Branches

**SCHEDULE B
AUTHORIZED AND ISSUED CAPITAL**

Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
1734163 Alberta Inc.	50,000 Class A Shares	45,000 Class A Shares	Ryan James Wright Tobber
	10,000 Class B Shares	9,000 Class B Shares	Ryan James Wright Tobber
1859821 Alberta Inc.	Unlimited Number of Class "A" Common shares without nominal or par value	10 Class "A" Common Shares	Ryan Tobber
810807 Alberta Ltd.	Unlimited Class A Voting Shares; Unlimited Class B Non-Voting Shares; Unlimited Class C Voting Shares; Unlimited Class D Non-Voting Shares; Unlimited Class E Non-Voting Shares	2,000 Class A Voting Shares	Air Dallaire Ltd.
		305,989 Class E Non-Voting Shares	Air Dallaire Ltd.
		8,000 Class A Voting Shares	1734163 Alberta Inc.
		1,223,953 Class E Non-Voting Shares	1734163 Alberta Inc.
Air Dallaire Ltd.	One Million (1,000,000) shares divided into Two Hundred Fifty Thousand (250,000) Class "A" Voting shares without par value, Two Hundred Fifty Thousand (250,000) Class "B" Voting shares without par value, Two Hundred Fifty Thousand (250,000)	100 Class "A" Voting shares without par value	Roch Randy Dallaire

Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
	Class "C" Non-Voting shares without par value and Two Hundred Fifty Thousand (250,000) Class "D" Non-Voting shares without par value		
Gemini Helicopters Inc.	Unlimited number of Class "A" Common voting shares without nominal or par value, an unlimited number of Class "B" Common non-voting shares without nominal or par value, an unlimited number of Class "C" Preferred shares, an unlimited number of Class "D" Preferred shares, and an unlimited number of Class "E" Preferred shares	1,600 Class "A" Common Voting Shares without nominal or par value	1734163 Alberta Inc.
		400 Class "A" Common Voting Shares without nominal or par value Par Value	Air Dallaire Ltd.
		160 Class "B" Common Non-Voting Shares without nominal or par value	1734163 Alberta Inc.
		40 Class "B" Common Non-Voting Shares without nominal or par value	Air Dallaire Ltd.
Lynn's Helicopter Leasing Ltd.	Unlimited number of Class "A" Common shares without nominal or par value, an unlimited number of Class "B" Common shares without nominal or	20 Class "A" Common Shares without nominal or par value	Air Dallaire Ltd.

Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner
	par value, an unlimited number of Class "C" Non-Cumulative Redeemable Preferred shares without nominal or par value, an unlimited number of Class "D" Non-Cumulative Redeemable Preferred shares without nominal or par value, an unlimited number of Class "E" Special Voting shares without nominal or par value and an unlimited number of Class "F" Common shares without nominal or par value	80 Class "A" Common Shares without nominal or par value	1734163 Alberta Inc.
		100 Class "C" Non-Cumulative Redeemable Preferred Shares without nominal or par value	1734163 Alberta Inc.
		78 Class "D" Non-Cumulative Redeemable Preferred Shares without nominal or par value	1734163 Alberta Inc.

**SCHEDULE C
FORM OF SUPPLEMENTAL AGREEMENT**

Supplemental Agreement dated • to the Guarantee (as hereinafter defined).

RECITALS:

- (a) Reference is made to (i) the credit agreement dated December 23, 2015 between OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., Roch Dallaire, Ryan Tobber and such other Persons who become guarantors from time to time, as Guarantors, the Lenders party thereto from time to time, and Third Eye Capital Corporation, as Agent, (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Credit Agreement"), and (ii) the guarantee dated December 23, 2015, granted by the Persons party thereto from time to time as Guarantors to and in favour of the Agent for the other Secured Creditors (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Guarantee"), pursuant to which such Persons have guaranteed to the Agent and the other Secured Creditors the payment and performance of all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, of OpsMobil Inc. to the Agent and the other Secured Creditors arising pursuant to, or in respect of, the Credit Agreement and the other Credit Documents;
- (b) Section 5.2 of the Guarantee provides that additional Persons may from time to time after the date of the Guarantee become Guarantors under the Guarantee by executing and delivering to the Agent a supplemental agreement to the Guarantee in the form of this Supplement;
- (c) It is a condition to the Agent and the Lenders continuing to extend credit to the Borrower under the Credit Agreement that the undersigned (the "New Guarantor") become a Guarantor under the Guarantee by executing and delivering this Supplement to the Agent; and
- (d) Due to the close business and financial relationships between the Borrower, the New Guarantor and the other affiliates party to the transactions contemplated by the Credit Agreement, the New Guarantor will derive substantial direct and indirect benefits from such transactions and therefore the New Guarantor has determined that it is in its best interest to deliver this Supplement to the Agent and, as a result thereof, become a Guarantor under the Guarantee.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by the New Guarantor, the New Guarantor covenants and agrees with the Agent and the Secured Creditors as follows:

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- (2) The New Guarantor has received a copy of, and has reviewed, the Guarantee and is executing and delivering this Supplement to the Agent pursuant to Section 5.2 of the Guarantee.
- (3) Effective from and after the date this Supplement is executed and delivered to the Agent by the New Guarantor, the New Guarantor is, and shall be deemed for all purposes to be, a Guarantor under the Guarantee with the same force and effect, and subject to the same agreements, representations, guarantees, indemnities, liabilities and obligations, as if the New Guarantor was, effective as of the date of this Supplement, an original signatory to the Guarantee as a Guarantor. In furtherance of the foregoing (and without prejudice to its guarantee in the Guarantee), the New Guarantor hereby irrevocably and unconditionally guarantees to the Agent and the Secured Creditors the due and punctual payment, and the due performance, whether at stated maturity, by acceleration or otherwise, of the Obligations. Each reference to "the Guarantors" or a "Guarantor" in the Guarantee shall be deemed to include the New Guarantor. The terms and provisions of the Guarantee are incorporated by reference in this Supplement.
- (4) The New Guarantor acknowledges that the Guarantee is intended to secure payment of the Obligations and that the payment of the Obligations and the other obligations of the New Guarantor under the Guarantee are secured pursuant to the terms and provisions of those agreements described in Schedule A hereto.
- (5) The New Guarantor represents and warrants to the Secured Creditors that (a) this Supplement has been duly authorized, executed and delivered by the New Guarantor and constitutes a legal, valid and binding obligation of the New Guarantor enforceable against the New Guarantor in accordance with its terms, (b) each of the representations and warranties made or deemed to have been made by it under the Guarantee as a Guarantor are true and correct on and as of the date of this Supplement, and (c) Schedule B to this Supplement accurately sets out all information which would have been required to be disclosed on Schedule B to the Guarantee pursuant to the terms of the Guarantee had the New Guarantor been a Guarantor on the date of the execution and delivery of the Guarantee (it being understood and agreed, however, that the information furnished pursuant hereto by the New Guarantor is accurate as of the date of this Supplement rather than the date of the Guarantee).
- (6) Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Guarantee, including the definitions of terms incorporated in the Guarantee by reference to other agreements.
- (7) Except as expressly supplemented hereby, the Guarantee shall remain in full force and effect, unamended.
- (8) This Supplement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

- (9) This Supplement and the Guarantee shall be binding upon the New Guarantor and the successors of the New Guarantor. The New Guarantor may not assign any of its obligations under the Guarantee or this Supplement without the prior written consent of the Agent which may be unreasonably withheld.
- (10) Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Guarantee.

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by the New Guarantor as of the date indicated on the first page of this Supplement.

[NEW GUARANTOR]

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

SCHEDULE "A"
GUARANTOR SECURITY DOCUMENTS

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SCHEDULE "B"
AUTHORIZED AND ISSUED CAPITAL

Guarantor	Authorized Capital	Issued Capital	Legal and Beneficial Owner

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This is Exhibit "C" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



THE OBLIGORS
PARTY HERETO FROM TIME TO TIME

as Obligors

and

THIRD EYE CAPITAL CORPORATION

as Agent

SECURITY AGREEMENT

December 23, 2015

SECURITY AGREEMENT

This Security Agreement dated as of December 23, 2015 made by OpsMobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lyrus's Helicopter Leasing Ltd., and the other Obligors party hereto from time to time (as additional parties as contemplated by Section 5.2) to and in favour of Third Eye Capital Corporation, as Agent for the benefit of the Secured Creditors.

RECITALS:

- (a) The Agent and the Lenders have agreed to make certain credit facilities available to the Borrower on the terms and conditions contained in the Credit Agreement;
- (b) Each of the Obligors (other than the Borrower) has guaranteed the payment and performance of the Borrower's obligations under the Credit Agreement pursuant to the Guarantee; and
- (c) It is a condition precedent to the extension of credit to the Borrower under the Credit Agreement that each of the Obligors execute and deliver this Agreement in favour of the Agent as security for the payment and performance of such Obligor's obligations under the Credit Documents to which it is a party.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, each of the Obligors agrees as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"Agent" means Third Eye Capital Corporation acting as agent for the Lenders under the Credit Agreement and any successor agent appointed under the Credit Agreement, and its successors and permitted assigns.

"Agreement" means this security agreement.

"Aircraft Object" means any aircraft object, as defined under the Cape Town Convention, forming part of the Collateral.

"Borrower" means OpsMobil Inc., a corporation amalgamated and existing under the laws of the Province of Alberta, and its successors and permitted assigns.

"Cape Town Convention" means collectively the *Convention on International Interests in Mobile Equipment* and the *Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment*.

"Collateral" has the meaning specified in Section 2.1.

"Credit Agreement" means the credit agreement dated as of December 23, 2015 among the Obligors, Ryan Tobber, Roch Dallaire, the Lenders and the Agent, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time and includes any agreement extending the maturity of, refinancing of, or restructuring of, all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Agent or Lenders.

"Credit Documents" means the Credit Agreement, the Guarantee, this Agreement and each other Credit Document (as such term is defined in the Credit Agreement).

"Expenses" has the meaning specified in Section 2.2(b).

"Guarantee" means the guarantee dated as of December 23, 2015 granted by the Guarantors (as defined therein) party thereto from time to time to the Secured Creditors.

"Instruments" means (i) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or (ii) a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, or (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, or (iv) documents of title or any other writing that purports to be issued by or addressed to a bailee and purports to cover such goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers, or (v) any document or writing commonly known as an instrument, but excludes investment property.

"Lenders" means the lenders listed on the signature pages of the Credit Agreement and any Person who may become a Lender pursuant to the Credit Agreement, and their respective successors and assigns.

"Obligors" means the Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., and each other Person that from time to time becomes an Obligor under this Agreement by execution and delivery of a supplemental agreement to this Agreement pursuant to Section 5.2, and their respective successors and permitted assigns, and "Obligor" refers to any one of them.

"Registrable Intellectual Property" means any Intellectual Property in respect of which ownership, title, security interests, charges or encumbrances are capable of

registration, recording or notation with any Governmental Authority pursuant to applicable laws.

"Required Secured Creditors" means the Majority Lenders or, to the extent required by Section 10.1 of the Credit Agreement, all of the Lenders.

"Restricted Asset" has the meaning specified in Section 2.4(1).

"Secured Creditors" means the Agent and the Lenders.

"Secured Obligations" has the meaning specified in Section 2.2(a).

"Security" means a security (as defined in the STA) and all other shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, a Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

"Security Interest" has the meaning specified in Section 2.2.

"ULC" means an unlimited company, an unlimited liability company or an unlimited liability corporation incorporated pursuant to or otherwise governed by the laws of any of the provinces of Canada.

"ULC Shares" means shares in any ULC at any time owned or otherwise held by an Obligor.

Section 1.2 Interpretation.

- (1) Terms defined in the *Personal Property Security Act* (Alberta) ("PPSA") or the *Securities Transfer Act* (Alberta) ("STA") and used but not otherwise defined in this Agreement have the same meanings. For greater certainty, the terms "account", "chattel paper", "document of title", "equipment", "goods", "intangible", "investment property", "money", "personal property" and "proceeds" have the meanings given to them in the PPSA; and the terms "certificated security", "control", "deliver", "entitlement holder", "financial asset", "securities account", "securities intermediary", "security", "security entitlement" and "uncertificated security" have the meanings given to them in the STA. Capitalized terms used in this Agreement but not defined have the meanings given to them in the Credit Agreement.
- (2) Any reference in any Credit Document to Liens permitted by the Credit Agreement and any right of any Obligor to create or suffer to exist Liens permitted by the Credit Agreement are not intended to and do not and will not subordinate the Security Interest granted by such Obligor to any such Lien or give priority to any Person over the Secured Creditors.

- (3) In this Agreement the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.
- (4) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (5) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.
- (6) The schedules attached to this Agreement form an integral part of it for all purposes of it.
- (7) Except as otherwise provided in this Agreement, any reference to this Agreement, the Guarantee, any Credit Document or any Security Document refers to this Agreement, the Guarantee or such Credit Document or Security Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

ARTICLE 2 SECURITY

Section 2.1 Grant of Security.

Subject to Section 2.4, each Obligor grants to the Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Agent, for the benefit of the Secured Creditors, all of the property and undertaking of such Obligor now owned or hereafter acquired and all of the property and undertaking in which such Obligor now has or hereafter acquires any interest (collectively, with respect to each Obligor, its "Collateral") including all of such Obligor's:

- (a) present and after-acquired personal property;
- (b) the Aircraft Object, including the Aircraft Object of such Obligor, if any, listed on Schedule A;
- (c) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing or shipping, and materials used or consumed in the business of such Obligor;

- (d) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (e) accounts due or accruing, including deposit accounts (whether demand, term, cash, chequing, savings or other similar account, and whether or not evidenced by a certificate of deposit, account agreement, passbook or other document) maintained for the benefit of such Obligor by a bank, credit union, trust company or other financial institution, and all other monetary obligations due or accruing to such Obligor;
- (f) money, documents of title, chattel paper, financial assets and investment property;
- (g) securities accounts, including the securities accounts of such Obligor, if any, listed on Schedule B, and all of the credit balances, security entitlements, other financial assets and items or property (or their value) standing to the credit from time to time in such securities accounts;
- (h) Instruments, including the Instruments of such Obligor, if any, listed on Schedule B;
- (i) Securities, including the Securities of such Obligor, if any, listed on Schedule B;
- (j) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licences and other contractual benefits;
- (k) Intellectual Property, including the Registrable Intellectual Property of such Obligor, if any, listed on Schedule C;
- (l) books, records, files, correspondence, invoices, documents, papers, agreements, computer programs, disks and other repositories of data recording or storage in any form or medium, evidencing or relating to the property described in this Section 2.1;
- (m) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in Section 2.1(a) through Section 2.1(l) inclusive; and
- (n) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Section 2.1(a) through Section 2.1(m) inclusive, including the proceeds of such proceeds.

Section 2.2 Secured Obligations.

The security interest, assignment, mortgage, charge, hypothecation and pledge granted by each Obligor pursuant to this Agreement (collectively, with respect to such Obligor, the "Security Interest") secures the payment and performance of:

- (a) all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by such Obligor to the Secured Creditors, or any one or more of them, in any currency, under, in connection with or pursuant to the Credit Documents to which such Obligor is a party, and whether incurred by such Obligor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style (such debts, liabilities and obligations of such Obligor, together with the Expenses of such Obligor, its "Secured Obligations"); and
- (b) all reasonable expenses, costs and charges incurred by or on behalf of the Secured Creditors in connection with the preparation of this Agreement as it relates to such Obligor, the taking and enforcement of the Security Interest in the Collateral granted by such Obligor under this Agreement or any Credit Document to which such Obligor is a party, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral of such Obligor, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Secured Creditors' interest in any Collateral of such Obligor, as may be directly related to the enforcement of this Agreement or any other Credit Document to which such Obligor is a party (such expenses, costs and charges incurred by or on behalf of the Secured Creditors with respect to such Obligor, the Security Interest granted by such Obligor or the Collateral of such Obligor, its "Expenses").

Section 2.3 Attachment.

- (1) Each Obligor acknowledges that (i) value has been given, (ii) it has rights in its Collateral or the power to transfer rights in its Collateral to the Agent (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest granted by it, and (iv) it has received a copy of this Agreement.
- (2) If any Obligor (i) acquires any Securities, (ii) acquires any other financial assets that have not been credited to a securities account specified with respect to such Obligor in Schedule B, (iii) acquires any Instruments, or (iv) establishes or maintains a securities account that is not specified with respect to it in Schedule B, such Obligor will notify the Agent in writing and provide the Agent with a revised Schedule B recording the acquisition or establishment of and particulars relating to such

Securities, financial assets, Instruments or securities account within 15 days after such acquisition or establishment, in the case of Instruments, and otherwise upon such acquisition or establishment.

- (3) Each Obligor will cause the Agent to have control over each security and all other investment property that are now or at any time become Collateral of such Obligor, and will take all action that the Agent deems advisable to cause the Agent to have control over such Collateral, including (i) causing such Collateral to be transferred to or registered in the name of the Agent or its nominee or otherwise as the Agent may direct, (ii) endorsing any certificated securities comprising the Collateral to the Agent or in blank by an effective endorsement, (iii) delivering such Collateral to the Agent or someone on its behalf as the Agent may direct, (iv) using commercially reasonable efforts to deliver to the Agent any and all consents or other documents or agreements which may be necessary to effect the transfer of such Collateral to the Agent or any third party, and (v) using commercially reasonable efforts to enter into control agreements with the Agent and the applicable securities intermediary or issuer in respect of such Collateral in form and substance reasonably satisfactory to the Agent, if applicable. For avoidance of doubt, in this Section 2.3(3) the defined term "Collateral" means the security and all other investment property.
- (4) At the request of the Agent, each Obligor will (i) deliver to and deposit with the Agent the Instruments of such Obligor evidencing any amount payable in excess of \$10,000 or evidencing any rights to goods having a value in excess of \$10,000, if any, listed in Schedule B, (ii) deliver to the Agent any information the Agent may reasonably request with respect to any Instruments owned or held by such Obligor from time to time, (iii) cause the transfer of any Instruments of such Obligor to the Agent to be registered wherever such registration may be required or advisable in the opinion of the Agent, (iv) endorse any Instruments of such Obligor to the Agent or in blank by an effective endorsement or register them in the name of the Agent or its nominee or otherwise as the Agent may direct and (v) use commercially reasonable efforts to obtain and deliver to the Agent any and all consents or other documents or agreements that may be necessary to effect the transfer of any Instruments of such Obligor to the Agent or any third party. At the request of the Agent, each Obligor will take similar actions, as applicable, with respect to any Securities not subject to Section 2.3(3).
- (5) Each Obligor will promptly notify the Agent in writing of the acquisition by such Obligor of any Registrable Intellectual Property. Each Obligor will provide the Agent with a revised Schedule C recording the acquisition and particulars of such additional Intellectual Property of such Obligor.

Section 2.4 Scope of Security Interest.

- (1) To the extent that an assignment of amounts payable and other proceeds arising under or in connection with, or the grant of a security interest, in any agreement, licence, permit or quota of an Obligor would result in the termination of such

agreement, licence, permit or quota (each, a "Restricted Asset"), the Security Interest granted by such Obligor with respect to each Restricted Asset will constitute a trust created in favour of the Agent, for the benefit of the Secured Creditors, pursuant to which such Obligor holds as trustee all proceeds arising under or in connection with the Restricted Asset in trust for the Agent, for the benefit of the Secured Creditors, on the following basis:

- (a) subject to the Credit Agreement, until the Security Interest granted by such Obligor is enforceable, such Obligor is entitled to receive all such proceeds; and
- (b) whenever the Security Interest granted by such Obligor is enforceable, (i) all rights of such Obligor to receive such proceeds cease and all such proceeds will be immediately paid over to the Agent for the benefit of the Secured Creditors, and (ii) such Obligor will take all commercially reasonable actions requested by the Agent to collect and enforce payment and other rights arising under the Restricted Asset.

Each Obligor will use all commercially reasonable efforts to obtain the consent of each other party to any and all Restricted Assets of such Obligor to the assignment of such Restricted Asset to the Agent in accordance with this Agreement. Each Obligor will also use all commercially reasonable efforts to ensure that all agreements entered into on and after the date of this Agreement by such Obligor expressly permit assignments of the benefits of such agreements as collateral security to the Agent in accordance with the terms of this Agreement.

- (2) The Security Interest granted by each Obligor with respect to trade-marks constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Agent for the benefit of the Secured Creditors, but does not constitute an assignment or mortgage of such Collateral to any Secured Creditor.
- (3) Until the Security Interest granted by any Obligor is enforceable, the grant of such Security Interest in the Intellectual Property of such Obligor does not affect in any way such Obligor's rights to commercially exploit such Intellectual Property, defend it, enforce such Obligor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.
- (4) The Security Interest granted by each Obligor does not extend to consumer goods.
- (5) The Security Interest granted by each Obligor does not extend or apply to the last day of the term of any lease or sublease of real property or any agreement for a lease or sublease of real property, now held or hereafter acquired by such Obligor, but such Obligor will stand possessed of any such last day upon trust to assign and dispose of it as the Agent may reasonably direct.

Section 2.5 Grant of Licence to Use Intellectual Property.

- (1) At such time as the Agent is lawfully entitled to exercise its rights and remedies with respect to any Obligor and its Collateral under Article 3, such Obligor grants to the Agent an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to such Obligor) to use, assign or sublicense any Intellectual Property in which such Obligor has rights wherever the same may be located, including in such licence access to (i) all media in which any of the licensed items may be recorded or stored, and (ii) all software and computer programs used for compilation or print-out. The license granted by each Obligor under this Section is to enable the Agent to exercise its rights and remedies with respect to such Obligor and its Collateral under Article 3 and for no other purpose.
- (2) The Agent acknowledges that the standard of quality for the use, assignment or sublicensing of Intellectual Property of any Obligor shall be no less than the standard of quality employed by such Obligor as of the day before the exercise of rights and remedies under Article 3 by the Agent in conjunction with wares and/or services sold in association with such Intellectual Property.

Section 2.6 Care and Custody of Collateral.

- (1) The Secured Creditors have no obligation to keep Collateral in their possession identifiable.
- (2) Without limiting any other rights or remedies under this Agreement, the Agent may, upon the occurrence and during the continuance of an Event of Default, (i) notify any Person obligated in respect of an Instrument, Security or account of each Obligor to make payments to the Agent, whether or not such Obligor was previously making collections on such accounts, chattel paper, instruments, and (ii) assume control of any proceeds arising from the Collateral of such Obligor.
- (3) The Agent has no obligation to collect dividends, distributions or interest payable on, or exercise any option or right in connection with any Collateral of any Obligor. The Agent has no obligation to protect or preserve any Collateral of any Obligor from depreciating in value or becoming worthless and is released from all responsibility for any loss of value, whether such Collateral is in the possession of, is a security entitlement of, or is subject to the control of, the Agent, a securities intermediary, an Obligor or any other Person. In the physical keeping of any Securities, the Agent is only obliged to exercise the same degree of care as it would exercise with respect to its own Securities kept at the same place.
- (4) The Agent may, upon the occurrence and during the continuance of an Event of Default, sell, transfer, use or otherwise deal with any investment property included in the Collateral of each Obligor over which the Agent has control, on such conditions and in such manner as the Agent in its sole discretion may determine.

Section 2.7 Rights of the Obligors.

- (1) Until the occurrence of an Event of Default which is continuing, each Obligor is entitled to vote the Securities and other financial assets that are part of its Collateral and to receive all dividends and distributions on such Securities and financial assets. In order to allow each Obligor to vote any Securities or other financial assets of such Obligor registered in the Agent's name or the name of its nominee, at the request and the expense of such Obligor, the Agent will, prior to the Security Interest granted by such Obligor being enforceable, and may, after the Security Interest granted by such Obligor is enforceable, execute valid proxies appointing proxyholders to attend and act at meetings of shareholders, and execute resolutions in writing, all pursuant to the relevant provisions of the issuer's governing legislation. Upon the occurrence and during the continuance of an Event of Default, all rights of the each Obligor to vote (under any proxy given by the Agent (or its nominee) or otherwise) or to receive distributions or dividends cease and all such rights become vested solely and absolutely in the Agent.
- (2) Any distributions or dividends received by an Obligor contrary to Section 2.7(1) or any other moneys or property received by an Obligor after and while the Security Interest granted by such Obligor is enforceable will be received as trustee for the Secured Creditors and shall be promptly paid over to the Agent.

Section 2.8 Expenses.

Each Obligor is liable for and will pay on demand by the Agent any and all of its Expenses.

**ARTICLE 3
ENFORCEMENT**

Section 3.1 Enforcement.

The Security Interest granted by each Obligor becomes and is enforceable against such Obligor upon the occurrence and during the continuance of an Event of Default.

Section 3.2 Remedies.

Whenever the Security Interest granted by an Obligor is enforceable, the Agent may realize upon the Collateral of such Obligor and enforce the rights of the Secured Creditors by:

- (a) entry onto any premises where any such Collateral consisting of tangible personal property may be located;
- (b) entry into possession of such Collateral by any method permitted by law;

- (c) sale, grant of options to purchase, or lease of all or any part of such Collateral;
- (d) holding, storing and keeping idle or operating all or any part of such Collateral;
- (e) exercising and enforcing all rights and remedies of a holder of such Collateral as if the Agent were the absolute owner thereof (including, if necessary, causing such Collateral to be registered in the name of the Agent or its nominee if not already done);
- (f) collection of any proceeds arising in respect of such Collateral;
- (g) collection, realization or sale of, or other dealing with, accounts;
- (h) license or sublicense, whether on an exclusive or nonexclusive basis, of any Intellectual Property for such term and on such conditions and in such manner as the Agent in its sole judgment determines (taking into account such provisions as may be necessary to protect and preserve such Intellectual Property);
- (i) instruction or order to any issuer or securities intermediary pursuant to any control the Agent has over such Collateral;
- (j) instruction to any bank to transfer all moneys constituting Collateral of such Obligor held by such bank to an account maintained with or by the Agent;
- (k) application of any moneys constituting Collateral of such Obligor or proceeds thereof in accordance with Section 5.12;
- (l) appointment by instrument in writing of a receiver (which term as used in this Agreement includes a receiver and manager) or agent of all or any part of such Collateral and removal or replacement from time to time of any such receiver or agent;
- (m) institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of such Collateral;
- (n) institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of such Collateral;
- (o) filing of proofs of claim and other documents to establish claims to such Collateral in any proceeding relating to such Obligor;
- (p) exercising any of the rights or remedies available to a creditor under the Cape Town Convention in respect of any Aircraft Object (including interim relief to sell any Aircraft Object and apply proceeds therefrom to payment of the

Secured Obligations), all of which rights and remedies the Debtor agrees are incorporated in this Agreement and deemed to be an integral part hereof; and

- (q) any other remedy or proceeding authorized or permitted under the PPSA or otherwise by law or equity.

Section 3.3 Additional Rights.

In addition to the remedies set forth in Section 3.2 and elsewhere in this Agreement, whenever the Security Interest granted by an Obligor is enforceable, the Agent may:

- (a) require such Obligor, at such Obligor's expense, to assemble its Collateral at a place or places designated by notice in writing and such Obligor agrees to so assemble its Collateral, with all reasonable diligence, upon receipt of such notice;
- (b) require such Obligor, by notice in writing, to disclose to the Agent the location or locations of the Collateral of such Obligor and such Obligor agrees to make such disclosure when so required, with all reasonable diligence;
- (c) repair, process, modify, complete or otherwise deal with the Collateral of such Obligor and prepare for the disposition of such Collateral, whether on the premises of such Obligor or otherwise;
- (d) redeem any prior security interest against any Collateral of such Obligor, procure the transfer of such security interest to itself, or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (any accounts to be conclusive and binding on such Obligor);
- (e) pay any liability secured by any Lien against any Collateral of such Obligor (such Obligor will promptly on demand reimburse the Agent for all such payments);
- (f) carry on all or any part of the business of such Obligor and, to the exclusion of all others including such Obligor, enter upon, occupy and use all or any of the premises, buildings, and other property of or used by such Obligor for such time as the Agent sees fit, free of charge, and the Secured Creditors are not liable to such Obligor for any act, omission or negligence (other than their own gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action;
- (g) borrow for the purpose of carrying on the business of such Obligor or for the maintenance, preservation or protection of the Collateral of such Obligor and grant a security interest in the Collateral of such Obligor, whether or not in

priority to the Security Interest granted by such Obligor, to secure repayment;

- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral of such Obligor, and give good and valid receipts and discharges in respect of such Collateral and compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any third party to such Obligor; and
- (i) at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral of such Obligor offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to such Obligor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Agent, the Agent may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Secured Obligations of such Obligor then due and payable to it as a credit against the purchase price.

Section 3.4 Exercise of Remedies.

The remedies under Section 3.2 and Section 3.3 may be exercised from time to time separately or in combination and with respect to any Obligor and its Collateral and are in addition to, and not in substitution for, any other rights of the Secured Creditors however arising or created and whether with respect to such Obligor or otherwise. The Secured Creditors are not bound to exercise any right or remedy with respect to any Obligor or its Collateral, and the exercise of rights and remedies with respect to any Obligor or its Collateral is without prejudice to the rights of the Secured Creditors in respect of the Secured Obligations of such Obligor (or any other Obligor) including the right to claim for any deficiency. For greater certainty, the Secured Creditors may exercise any right or remedy hereunder with respect to any Obligor and its Collateral or any combination of Obligors from time to time in accordance with this Agreement, but only in the case of each Obligor with respect to its Collateral, and need not (but may) exercise the remedies hereunder with respect to all Obligors collectively.

Section 3.5 Receiver's Powers.

- (1) Any receiver appointed by the Agent with respect to any Obligor or its Collateral is vested with the rights and remedies which could have been exercised by the Agent in respect of such Obligor or its Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Agent.
- (2) Any receiver appointed by the Agent with respect to any Obligor or its Collateral will act as agent for the Agent for the purposes of taking possession of such

Collateral, but otherwise and for all other purposes (except as provided below), as agent for such Obligor. The receiver may sell, lease, or otherwise dispose of Collateral of such Obligor as agent for such Obligor or as agent for the Agent as the Agent may determine in its discretion. Each Obligor agrees to ratify and confirm all actions of the receiver acting as agent for such Obligor, and to release and indemnify the receiver in respect of all such actions.

- (3) The Agent, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, any Obligor or otherwise and is not responsible for any misconduct or negligence of such receiver.

Section 3.6 Appointment of Attorney.

Each Obligor hereby irrevocably constitutes and appoints the Agent (and any officer of the Agent) the true and lawful attorney of such Obligor effective upon the occurrence and during the continuance of an Event of Default. As the attorney of such Obligor, the Agent has the power to exercise for and in the name of such Obligor with full power of substitution, upon the occurrence and during the continuance of an Event of Default, any of such Obligor's right (including the right of disposal), title and interest in and to the Collateral of such Obligor including the execution, endorsement, delivery and transfer of such Collateral to the Agent, its nominees or transferees, and the Agent and its nominees or transferees are hereby empowered to, acting reasonably, exercise all rights and powers and to perform all acts of ownership with respect to such Collateral to the same extent as such Obligor might do. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of any Obligor. This power of attorney extends to and is binding upon each Obligor's successors and permitted assigns. Each Obligor authorizes the Agent to delegate in writing to another Person any power and authority of the Agent under this power of attorney as may be necessary or desirable in the opinion of the Agent, and to revoke or suspend such delegation.

Section 3.7 Dealing with the Collateral.

- (1) The Secured Creditors are not obliged to exhaust their recourse against any Obligor or any other Person or against any other security they may hold in respect of the Secured Obligations of such Obligor before realizing upon or otherwise dealing with the Collateral of such Obligor in such manner as the Agent may consider reasonably desirable.
- (2) The Secured Creditors may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with each Obligor and with other Persons, sureties or securities as they may see fit without prejudice to the Secured Obligations of such Obligor, the liability of such Obligor or the rights of the Secured Creditors in respect of the Collateral of such Obligor.

- (3) Except as otherwise provided by law or this Agreement, the Secured Creditors are not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral of any Obligor, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral of any Obligor or for the purpose of preserving any rights of any Persons in respect of the Collateral of any Obligor, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral of any Obligor or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral of any Obligor from depreciating in value or becoming worthless.

Section 3.8 Standards of Sale.

Without prejudice to the ability of the Agent to dispose of the Collateral of such Obligor in any manner which is commercially reasonable, each Obligor acknowledges that:

- (a) the Collateral of such Obligor may be disposed of in whole or in part;
- (b) the Collateral of such Obligor may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Collateral may be a Secured Creditor or a customer of any such Person;
- (d) any sale conducted by the Agent will be at such time and place, on such notice and in accordance with such procedures as the Agent, in its sole discretion, may deem advantageous;
- (e) the Collateral of such Obligor may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Collateral) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;
- (f) a disposition of the Collateral of such Obligor may be on such terms and conditions as to credit or otherwise as the Agent, in its sole reasonable discretion, may deem advantageous; and
- (g) the Agent may establish an upset or reserve bid or price in respect of the Collateral of such Obligor.

Section 3.9 Dealings by Third Parties.

- (1) No Person dealing with any of the Secured Creditors or an agent or receiver is required to determine (i) whether the Security Interest granted by any Obligor has become enforceable, (ii) whether the powers which such Person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Secured Creditors by any Obligor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by any of the Secured Creditors with any Collateral, or (vi) how any money paid to the Secured Creditors has been applied.
- (2) Any bona fide purchaser of all or any part of the Collateral of any Obligor from the Agent or any receiver or agent will hold such Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of such Obligor, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which such Obligor has or may have under any rule of law or statute now existing or hereafter adopted.

Section 3.10 ULC Shares.

- (1) Notwithstanding anything else contained in this Agreement or any other document or agreement among all or some of the parties hereto, each Obligor is the sole registered and beneficial owner of all of its Collateral that is ULC Shares, if any, and will remain so until such time as such ULC Shares are effectively transferred into the name of any of the Secured Creditors, or any nominee of the foregoing or any other Person on the books and records of such ULC. Accordingly, such Obligor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of any ULC Shares that are its Collateral and shall have the right to vote such ULC Shares and to control the direction, management and policies of any such ULC to the same extent as such Obligor would if such ULC Shares were not pledged to the Agent for the benefit of the Secured Creditors pursuant hereto. Nothing in this Agreement or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Agreement or any other document or agreement among all or some of the parties hereto shall, constitute any of the Secured Creditors or any Person other than the Obligors, a member of any ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (British Columbia), the *Business Corporations Act* (Alberta) or any other applicable legislation until such time as notice is given to the relevant Obligor and further steps are taken hereunder or thereunder so as to register any of the Secured Creditors or any nominee of the foregoing, as specified in such notice, as the holder of shares of such ULC. To the extent any provision hereof would have the effect of constituting any of the Secured Creditors a member of a ULC prior to such time, such provision shall be severed herefrom and ineffective with respect to any Collateral of such Obligor that is shares of such ULC without otherwise invalidating or rendering unenforceable this Agreement or invalidating or

rendering unenforceable such provision insofar as it relates to any Collateral that is not shares of such ULC.

- (2) Except upon the exercise of rights to sell or otherwise dispose of any Collateral that is ULC Shares once the Security Interest is enforceable, no Obligor shall, by reason of the Security Interest granted in such ULC Share hereunder, cause or, to the extent that the same is within its reasonable control, permit any ULC in which it holds ULC Shares that are Collateral to cause or, if it is within its reasonable control, permit, any Secured Creditor to: (a) be registered as a shareholder or member of a ULC; (b) have any notation entered in its favour in the share register of a ULC; (c) be held out as a shareholder or member of a ULC; (d) receive, directly or indirectly, any dividends, property or other distributions from a ULC by reason of such Secured Creditor holding a security interest in a ULC or ULC Shares; or (e) act as a shareholder or member of a ULC, or exercise any rights of a shareholder or member including the right to attend a meeting of, or to vote the shares of, a ULC.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1 General Representations, Warranties and Covenants.

Each Obligor severally represents and warrants to each Secured Creditor with respect to itself and its Collateral, and each Obligor (other than 1734163 Alberta Inc. and Air Dallaire Ltd.) jointly and severally represents and warrants with each other of such Obligors to each Secured Creditor only with respect to each of such Obligors and its Collateral, acknowledging and confirming, in each case, that each Secured Creditor is relying on such representations, warranties, covenants and agreements, that:

- (a) **Continuous Perfection.** Schedule D sets out such Obligor's place of business or, if more than one, such Obligor's chief executive office. Such place of business or chief executive office, as the case may be, has been located at such address for the 60 days immediately preceding the date of this Agreement. Schedule D also sets out the address at which the books and records of such Obligor are located, the address at which senior management of such Obligor are located and conduct their deliberations and make their decisions with respect to the business of such Obligor and the address from which the invoices and accounts of such Obligor are issued. Such Obligor will not change the location of any of these items, people or addresses without providing at least 30 days prior written notice to the Agent. Except in the ordinary course of business of such Obligor, and for the purposes of carrying on the same, the Collateral of such Obligor, to the extent not delivered to the Agent pursuant to Section 2.3(4), has been kept for the 60 days immediately preceding the date of this Agreement and will be kept at those locations listed with respect to such Obligor on Schedule D, and such Obligor will not remove the Collateral from such locations, without providing at least 30 days prior written notice to the Agent, provided that Collateral may be moved to another location as long as such other location is in a jurisdiction in which the

Agent has a valid and perfected first ranking security interest in the Collateral. Such Obligor will not change its name in any manner without providing at least 30 days prior written notice to the Agent.

- (b) Existence. For purposes of the Convention, such Obligor is situated exclusively in Canada.
- (c) Restriction on Disposition. Such Obligor will not sell, assign, convey, exchange, lease, release or abandon, or otherwise dispose of, any of its Collateral except as expressly permitted in Section 6.2(e) of the Credit Agreement.
- (d) Negative Pledge. Such Obligor will not create or suffer to exist, any Lien on its Collateral, except for Liens permitted by the Credit Agreement, and will not grant control over any investment property to any Person other than the Agent.
- (e) Account Debtors. None of the account debtors in respect of any accounts, chattel paper or intangibles and none of the obligors in respect of any Instruments included in the Collateral of such Obligor is (i) a Governmental Authority, or (ii) is located outside of Canada or the United States of America.
- (f) Serial Number. The serial number, 4 digits for the model year, make and model and category of the vessel, OpsMobil, owned by 1859821 Alberta Inc. is:

Serial Number	Model Year	Make And Model	Category
838778	2015	LEOPARD 48 CATAMARAN	Boat

- (g) Investment Property and Instruments.
 - (i) Schedule B lists (A) all Securities and (B) all Instruments in excess of \$10,000, in each case owned or held by each Obligor and all securities accounts of such Obligor on the date of this Agreement. Schedule B sets out, for each class of Securities listed with respect to such Obligor in the schedule, the percentage amount that such Securities represent of all issued and outstanding Securities of that class and whether the Securities are certificated securities or uncertificated securities.
 - (ii) Securities and Instruments that are Collateral of such Obligor have been, where applicable, duly and validly issued and acquired and are fully paid and non-assessable.
 - (iii) Except as described in Schedule B, no transfer restrictions apply to the Securities and Instruments listed with respect to such Obligor in

Schedule B. Such Obligor has delivered to the Agent copies of all shareholder, partnership or trust agreements applicable to each issuer of such Securities and Instruments which are in such Obligor's possession and confirms that any interest in a partnership or limited liability company that now, or at any time, forms part of the Collateral of such Obligor is, and will be at all times, a "security" for the purposes of the STA.

- (iv) No Person has, or will have while this Agreement is in effect, any written or oral option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement to acquire any right or interest in any of the Securities and Instruments that are Collateral which have been granted to such Person by such Obligor.
- (v) The Instruments issued to each Obligor that are Collateral of such Obligor constitute, where applicable, the legal, valid and binding obligation of such Obligor under such Instruments, enforceable in accordance with their terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, fraudulent conveyance, arrangement, reorganization or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies.
- (vi) The pledge, assignment, delivery to and control by the Agent of the Collateral of such Obligor consisting of investment property pursuant to this Agreement creates a valid and perfected first ranking security interest in such Collateral and the proceeds of it. Such Collateral and the proceeds from it are not subject to any prior Lien or any agreement purporting to grant to any third party a Lien on or control of the property or assets of such Obligor which would include such Collateral. The Agent is entitled to all of the rights, priorities and benefits afforded to a secured party by the PPSA or other relevant personal property security legislation as enacted in any relevant jurisdiction to perfect security interests in respect of such Collateral.
- (vii) Such Obligor does not know of any claim to or interest in any of its Collateral consisting of investment property, including any adverse claims. If any Person asserts any Lien or adverse claim against any investment property that forms part of the Collateral of such Obligor, such Obligor will promptly notify the Agent.
- (viii) Such Obligor has not consented to, will not consent to, and has no knowledge of any control by any Person with respect to any

Collateral that is investment property of such Obligor other than the Agent.

- (ix) Such Obligor will notify the Agent promptly upon becoming aware of any change in an "issuer's jurisdiction" in respect of any uncertificated securities that are Collateral of such Obligor or any change in a "securities intermediary's jurisdiction" in respect of any security entitlements, financial assets or securities accounts that are Collateral of such Obligor.
- (x) Such Obligor will not, after the date of this Agreement, establish and maintain any securities accounts with any securities intermediary unless (1) it gives the Agent 30 days' prior written notice of its intention to establish such new securities account, (2) such securities intermediary is reasonably acceptable to the Agent, and (3) the securities intermediary and such Obligor (A) execute and deliver a control agreement with respect to such securities account that is in form and substance, satisfactory to the Agent, or (B) transfer the financial assets in such securities account into a securities account in the name of the Agent.
- (xi) Such Obligor agrees that to the extent any interest in a partnership or limited liability company held now or in the future by such Obligor:
 - (A) is a "security" within the meaning of the STA or other applicable securities transfer legislation, each such interest shall at all times hereafter continue to be a security;
 - (B) is not a "security" within the meaning of the STA or other applicable securities transfer legislation, such Obligor shall ensure to the extent that same is within the Obligor's control that (x) the terms of the interest do not and will not provide that the interest is a "security" within the meaning of the STA or other applicable securities transfer legislation and (y) the interest is not represented by a certificate, in each case, unless such Obligor provides prior written notification to the Agent and such interest is thereafter represented by a certificate that is promptly delivered to the Agent pursuant to the terms hereof together with any applicable endorsements and such Obligor otherwise complies with Section 2.3(3) or Section 2.3(4), as applicable.
- (h) **Status of Accounts Collateral.** Such Obligor will maintain books and records pertaining to the Collateral of such Obligor, in all material respects, in such detail, form and scope as the Agent reasonably requires, and keep all originals of the chattel paper which evidence accounts at locations specified with respect to such Obligor on Schedule D. Such Obligor will promptly

notify the Agent if any account arises out of contracts with any Governmental Authority, and execute any instruments and take any steps required by the Agent in order that all moneys due or to become due under the contract are assigned to the Agent and notice of such assignment is given to the Governmental Authority. Such Obligor will also promptly notify the Agent if any account is with an account debtor located outside of Canada or the United States of America.

- (i) **Additional Security Perfection and Protection of Security Interest.** Such Obligor will grant to the Agent, for the benefit of the Secured Creditors, a Security Interest in such Collateral of such Obligor that is not subject to a valid and perfected first ranking security interest (subject only to Liens permitted by the Credit Agreement) constituted by the Security Documents, in each relevant jurisdiction where it is necessary that such security interest is perfected hereunder by the Agent. Such Obligor will perform all acts, execute and deliver all agreements, documents and instruments, and take such other steps, as are reasonably requested by the Agent at any time, to the extent that it has the capability to carry out the same, to register, file, publish and perfect the Security Interest in any of the Collateral in any relevant jurisdiction including: (i) executing, recording and filing of financing or other statements, and paying all taxes, fees and other charges payable in respect thereof, (ii) placing notations on its books of account to disclose the Security Interest granted by such Obligor, (iii) delivering acknowledgements, confirmations and subordinations that may be necessary to ensure that the Security Interest created under each of the Security Documents constitutes a valid and perfected first ranking security interest (subject only to Liens permitted by the Credit Agreement), (iv) executing and delivering any certificates, endorsements, instructions, agreements, documents and instruments that may be required under the STA in respect of such Security Interest, (v) executing and delivering any consents, confirmations, powers of attorney and other documents and instruments necessary to register any Security Interest in any Aircraft Object in the International Registry of Mobile Assets, Aircraft Equipment, (vi) executing and delivering an irrevocable de-registration and export request authorization, in the form attached to the Cape Town Convention, to be filed with Transport Canada, and (vii) delivering opinions of counsel in respect of matters contemplated by this paragraph. The documents and opinions contemplated by this paragraph must be in form and substance reasonably satisfactory to the Agent.

Section 4.2 Representations, Warranties and Covenants Concerning Intellectual Property.

Each Obligor severally represents and warrants to each Secured Creditor with respect to itself and its Collateral, and each Obligor (other than 1734163 Alberta Inc. and Air Dallaire Ltd.) jointly and severally represents and warrants with each other of such Obligors to each Secured Creditor only with respect to each of such Obligors and its Collateral,

acknowledging and confirming, in each case, that each Secured Creditor is relying on such representations, warranties, covenants and agreements, that:

- (a) Schedule C lists all Registrable Intellectual Property that is owned by such Obligor on the date of this Agreement.
- (b) All Registrable Intellectual Property of such Obligor is valid, subsisting, unexpired and enforceable, has not been abandoned and, to the reasonable knowledge of such Obligor, does not infringe the Intellectual Property rights of any other Person.
- (c) No decision or judgment has, to the knowledge of such Obligor, been rendered by any applicable Governmental Authority which would limit, cancel or question the validity of, or such Obligor's rights in, any Intellectual Property in any respect.
- (d) No action or proceeding is pending, or, to the knowledge of such Obligor, threatened, on the date hereof seeking to limit, cancel or question the validity of any Intellectual Property owned by such Obligor or such Obligor's ownership interest therein, or which, if adversely determined, would have a Material Adverse Effect on the value of any Intellectual Property.
- (e) Such Obligor will take all reasonable and necessary steps, including in any proceeding before the Canadian Intellectual Property Office or any similar Governmental Authority of any applicable jurisdiction, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Registrable Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.
- (f) In the event that any material Intellectual Property of such Obligor is infringed, misappropriated or diluted by a third party, such Obligor will (i) take such actions as such Obligor reasonably deems appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.
- (g) Promptly upon the request of the Agent, such Obligor will furnish the Agent in writing the description of any Registrable Intellectual Property or any applications for Registrable Intellectual Property of such Obligor. In addition, such Obligor will deliver to the Agent a copy of the certificate of registration of, or application for, such Registrable Intellectual Property with a confirmation of security interest in a form reasonably satisfactory to the Agent in respect of such Registrable Intellectual Property confirming the assignment for security of such Registrable Intellectual Property to the Agent

and promptly make all such filings, registrations and recordings as are necessary or appropriate to perfect the Security Interest granted by such Obligor to the Agent in such Obligor's Registrable Intellectual Property.

ARTICLE 5 GENERAL

Section 5.1 Notices, etc.

Any notices, directions or other communications provided for in this Agreement must be in writing and given in accordance with the Credit Agreement.

Section 5.2 Addition of New Obligors.

Additional Persons may from time to time after the date of this Agreement become Obligors under this Agreement by executing and delivering to the Agent a supplemental agreement (a "Supplement") to this Agreement in substantially the form attached as Schedule E to this Agreement. Effective from and after the date of the execution and delivery by any Person to the Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, an Obligor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interest, as if such Person had been an original signatory to this Agreement as an Obligor; and
- (b) all property and undertaking of such Person, now owned or hereafter acquired, and all property and undertaking in which such Person now has or hereafter acquires an interest shall be, and shall be deemed for all purposes to be, "Collateral" of such Person for the purposes of this Agreement and subject to the "Security Interest" granted by such Person in accordance with the provisions of this Agreement as security for the due payment and performance of the "Secured Obligations" of such Person, including all debts, liabilities and obligations from time to time owing by such Person to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such Person is a party.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Obligor and all of the liabilities and obligations of each Obligor under this Agreement, and the Security Interest of each Obligor, shall remain in full force and effect notwithstanding the addition of any new Obligor to this Agreement.

Section 5.3 Discharge.

The Security Interest granted by any Obligor will not be discharged except by a written release or discharge signed by the Agent. Each Obligor will be entitled to require a discharge by notice to the Agent upon, but only upon, (i) full and indefeasible payment and

performance of the Secured Obligations of such Obligor and (ii) the Secured Creditors having no obligations under any Credit Document. The release or discharge of any Obligor by the Agent on behalf of the Secured Creditors shall not release or discharge any other Obligor from its obligations hereunder (including with respect to the Security Interest granted by it). Upon discharge of the Security Interest granted by any Obligor and at the request and expense of such Obligor, the Agent will execute and deliver to such Obligor such financing statements and other documents or instruments as such Obligor may reasonably require and the Agent will redeliver to such Obligor, or as such Obligor may otherwise direct the Agent, any Collateral of such Obligor in its possession.

Section 5.4 No Merger, Survival of Representations and Warranties.

This Agreement does not operate by way of merger of any of the Secured Obligations of any Obligor and no judgment recovered by any of the Secured Creditors will operate by way of merger of, or in any way affect, the Security Interest granted by any Obligor, which is in addition to, and not in substitution for, any other security now or hereafter held by the Secured Creditors in respect of the Secured Obligations of such Obligor. The representations, warranties and covenants of each Obligor in this Agreement survive the execution and delivery of this Agreement and any advances under the Credit Agreement. Notwithstanding any investigation made by or on behalf of the Secured Creditors, such covenants, representations and warranties continue in full force and effect.

Section 5.5 Further Assurances.

Each Obligor will do all acts and things and execute and deliver, or cause to be executed and delivered, all agreements, documents and instruments that the Agent may reasonably require and take all further steps relating to the Collateral of such Obligor or any other property or assets of such Obligor that the Agent may reasonably require for (i) protecting the Collateral of such Obligor, (ii) perfecting, preserving and protecting the Security Interest granted by such Obligor, and (iii) enabling the Agent to exercise all powers, authorities and discretions conferred upon the Agent, which are within such Obligor's reasonable control. After the Security Interest granted by any Obligor becomes enforceable, such Obligor will do all acts and things and execute and deliver all documents and instruments that the Agent may require for facilitating the sale or other disposition of the Collateral of such Obligor in connection with its realization.

Section 5.6 Supplemental Security.

This Agreement is in addition to, without prejudice to and supplemental to all other security now held or which may hereafter be held by the Secured Creditors.

Section 5.7 Successors and Assigns.

This Agreement is binding on each of the Obligors, its respective successors and assigns, and enures to the benefit of the Secured Creditors and their respective successors and assigns. This Agreement may be assigned by the Agent without the consent of, or notice to, the Obligors, or any of them, to such Person as the Agent may determine and, in

such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Agreement or otherwise. In any action brought by an assignee to enforce any such right or remedy, no Obligor will assert against the assignee any claim or defence which such Obligor now has or may have against any of the Secured Creditors. No Obligor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent which may be unreasonably withheld.

Section 5.8 Amalgamation.

Each Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest granted by such Obligor (i) subject to Section 2.4, extends to: (A) all of the property and undertaking that any of the amalgamating corporations then owns, (B) all of the property and undertaking that the amalgamated corporation thereafter acquires, (C) all of the property and undertaking in which any of the amalgamating corporations then has any interest and (D) all of the property and undertaking in which the amalgamated corporation thereafter acquires any interest; and (ii) secures the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by each of the amalgamating corporations and the amalgamated corporation to the Secured Creditors, or any one or more of them, in any currency, under, in connection with or pursuant to the Credit Agreement and any other Credit Document, and whether incurred alone or jointly with another or others and whether as principal, guarantor or surety and whether incurred prior to, at the time of or subsequent to the amalgamation. The Security Interest granted by such Obligor attaches to the additional collateral at the time of amalgamation and to any collateral thereafter owned or acquired by the amalgamated corporation when such collateral becomes owned or is acquired. Upon any such amalgamation, the defined term "Obligor" refers to, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term "Collateral" means, with respect to such Obligor, all of the property and undertaking and interests described in (i) above, and the defined term "Secured Obligations" means, with respect to such Obligor, the obligations described in (ii) above.

Section 5.9 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 5.10 Amendment.

This Agreement may be amended, modified, supplemented, waived or released with respect to any Obligor without the approval of any other Obligor and without affecting the obligations of any other Obligor hereunder. This Agreement may only be amended, supplemented or otherwise modified by written agreement executed by the Agent (with the

consent of the Required Secured Creditors) and the Obligor affected by such amendment, supplement or other modification.

Section 5.11 Waivers, etc.

- (1) No consent or waiver by the Secured Creditors in respect of this Agreement is binding unless made in writing and signed by an authorized officer of the Agent (with the consent of the Required Secured Creditors). Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose and with respect to the specific Obligor for which it is given. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Secured Creditors in exercising a right under this Agreement does not operate as a waiver of, or impair, any right of the Secured Creditors however arising. A single or partial exercise of a right with respect to any Obligor on the part of the Secured Creditors does not preclude any other or further exercise of that right or the exercise of any other right by the Secured Creditors with respect to such Obligor or any other Obligor.

Section 5.12 Application of Proceeds of Security.

All monies collected by the Agent upon the enforcement of the Agent's or the Secured Creditors' rights and remedies under the Security Documents and the Liens created by them including any sale or other disposition of any Collateral, together with all other monies received by the Secured Creditors under the Security Documents, will be applied as provided in the Credit Agreement. To the extent any other Credit Document requires proceeds of collateral under such Credit Document to be applied in accordance with the provisions of this Agreement, the Agent or holder under such other Credit Document shall apply such proceeds in accordance with this Section.

Section 5.13 Conflict.

In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

Section 5.14 Governing Law.

- (1) This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (2) Each Obligor irrevocably attorns and submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the Province of Alberta sitting in Calgary, Alberta in any action or proceeding arising out of or relating to this Agreement and the other Credit Documents to which it is a party. Each Obligor irrevocably waives objection

to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the right of the Agent to bring proceedings against any Obligor in the courts of any other jurisdiction.

- (3) Each Obligor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to such Obligor at 1200 - 8th Avenue SW, Calgary, Alberta T2P 3P2. Nothing in this Section affects the right of the Agent to serve process in any manner permitted by law.

Section 5.15 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement. This Agreement shall become effective as to any Obligor when a counterpart hereof (or a Supplement, as applicable) executed on behalf of such Obligor shall have been delivered to the Agent.

IN WITNESS WHEREOF each Obligor has executed this Agreement.

OPSMOBIL INC.

By: 

Authorized Signing Officer

1734163 ALBERTA INC.

By: 

Authorized Signing Officer

1859821 ALBERTA INC.

By: 

Authorized Signing Officer

810807 ALBERTA LTD.

By: 

Authorized Signing Officer

AIR DALLAIRE LTD.

By: _____

Authorized Signing Officer

IN WITNESS WHEREOF each Obligor has executed this Agreement.

OPSMOBIL INC.

By: _____
Authorized Signing Officer

1734163 ALBERTA INC.

By: _____
Authorized Signing Officer

1859821 ALBERTA INC.

By: _____
Authorized Signing Officer

810807 ALBERTA LTD.

By: _____
Authorized Signing Officer

AIR DALLAIRE LTD.

By: _____
Authorized Signing Officer

GEMINI HELICOPTERS INC.

By: 

Authorized Signing Officer

LYNN'S HELICOPTER LEASING LTD.

By: 

Authorized Signing Officer

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	No. of Securities	% of Issued Securities	Cert. No. (if securities are Certificated)
OpsMobil Inc.				
NIL				
1734163 Alberta Inc.				
Gemini Helicopters Inc.	Class "A" Common Voting	1,600	80%	CA-8, CA-9
Gemini Helicopters Inc.	Class "B" Common Non-Voting	160	80%	CB-7, CB-8
Lynn's Helicopter Leasing Ltd.	Class "A" Common	80	80%	11-A, 13-A
Lynn's Helicopter Leasing Ltd.	Class "C" Non-Cumulative Redeemable Preferred	100	100%	2-C
Lynn's Helicopter Leasing Ltd.	Class "D" Non-Cumulative Redeemable Preferred	78	100%	6-D
810807 Alberta Ltd.	Class A Voting	8,000	80%	12-A
810807 Alberta Ltd.	Class E Non-Voting	1,223,953	80%	CE-3
1859821 Alberta Inc.				

NIL				
810807 Alberta Ltd.				
NIL				
Air Dallaire Ltd.				
Gemini Helicopters Inc.	Class "A" Common Voting	400	20%	CA-10
Gemini Helicopters Inc.	Class "B" Common Non-Voting	40	20%	CB-9
Lynn's Helicopter Leasing Ltd.	Class "A" Common	20	20%	14-A
810807 Alberta Ltd.	Class A Voting	2,000	20%	13-A
810807 Alberta Ltd.	Class E Non-Voting	305,989	20%	CE-4
Gemini Helicopters Inc.				
OpsMobil Inc.	Common	2,558,633	100%	102C
Lynn's Helicopter Leasing Ltd.				
NIL				

INSTRUMENTS

NIL

TRANSFER RESTRICTIONS

Transfer of shares restricted without approval of directors of such issuers.

OTHER INVESTMENT PROPERTY

[ie. securities accounts, security entitlements, futures contracts or futures accounts;
specify which Obligor owns such Collateral]

NIL

SCHEDULE C
REGISTRABLE INTELLECTUAL PROPERTY

NIL

**SCHEDULE D
LOCATIONS OF COLLATERAL**

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
OpsMobil Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 See Schedule, Opsmobil Inc. Leased Properties	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1734163 Alberta Inc.		
1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1859821 Alberta Inc.		
1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	Sidney Harbour, Sidney, British Columbia	1600, 421 - 7 th Avenue, Calgary, Alberta, T2P 4K9
810807 Alberta Ltd.		
103, 10134 - 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2]	103, 10134 - 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2] Plan 0721766 Block 4 Lot 1 Excepting thereout all Mines and Minerals Area: 8.34 Hectares (20.61 Acres) More or Less Estate: Fee Simple	200, 9803 - 101 Avenue, Grande Prairie, AB T8V 0X8
Air Dallaire Ltd.		
9537 - 61 Avenue Grande Prairie, AB T8W 2C6	9537 - 61 Avenue Grande Prairie, AB T8W 2C6	200, 9803 - 101 Avenue, Grande Prairie, AB T8V 0X8

Gemini Helicopters Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	200, 9803 - 101 Avenue, Grande Prairie, AB T8V 0X8
Lynn's Helicopter Leasing Ltd.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2 <u>Legal Description:</u> Plan 8820451 Block 15 Lot 4 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 25 Chinchaga Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 9423245 Block 16 Lot 19 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 3 Walter Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 0022432 Block 1 Lot 5 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 7B, 594070 Range Road 125 Woodlands County, Alberta	200, 9803 - 101 Avenue, Grande Prairie, AB T8V 0X8

SCHEDULE D-1
OPSMOBIL INC. LEASED PROPERTIES

1. Legal Description:
Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7G, 594070 Range Road 125
Woodlands County, Alberta

2. Legal Description:
Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7E, 594070 Range Road 125
Woodlands County, Alberta

3. Legal Description:
Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7A, 594070 Range Road 125
Woodlands County, Alberta

4. Legal Description:
Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:

9E, 594070 Range Road 125
Woodlands County, Alberta

5. Legal Description:

Plan 6570NY
Block 1
Lot 1
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 0.267 Hectares (0.66 Acres) More or Less
Estate: Fee Simple
Registered Owner: New Town of Rainbow Lake

Municipal Address:

69 Imperial Drive
Rainbow Lake, Alberta

6. Legal Description:

Plan 6570NY
Block 1
Lot 2
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 1.38 Hectares (3.42 Acres) More or Less
Estate: Fee Simple
Registered Owner: The Town of Rainbow Lake

Municipal Address:

65 Imperial Drive
Rainbow Lake, Alberta

7. Legal Description:

First
Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less

Second
Meridian 5 Range 7 Township 40
Section 11
Quarter South West
Containing 64.750 Hectares (160 Acres) More or Less

Excepting thereout:
Plan 7822976 - Road, Containing 0.473 Hectares
(1.17 Acres) More or Less
Excepting thereout all Mines and Minerals
and the right to work the same

Third
Meridian 5 Range 7 Township 40
Section 11
Quarter South East
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
Estate: Fee Simple
Registered Owners: The Town of Rocky Mountain House and
The Municipal District of Clearwater No. 99

8. Municipal Address:
Hangar No. 8, Rocky Mountain House Airport
Rocky Mountain House, Alberta

SCHEDULE E
FORM OF SUPPLEMENTAL AGREEMENT

Supplemental Agreement dated • to the Security Agreement (as hereinafter defined).

RECITALS:

- (a) Reference is made to (i) the credit agreement dated [26], 2015 between OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., Roch Dallaire, Ryan Tobber and such other Persons who become guarantors from time to time, as Guarantors, the Lenders party thereto from time to time, and Third Eye Capital Corporation, as Agent, (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Credit Agreement"); and (ii) the security agreement dated December ____, 2015, granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the Secured Creditors (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Security Agreement");
- (b) Section 5.2 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Obligors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement;
- (c) It is a condition to the Agent and the Lenders continuing to extend credit to the Borrower under the Credit Agreement that the undersigned (the "New Obligor") become an Obligor under the Security Agreement by executing and delivering this Supplement to the Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the New Obligor covenants and agrees with the Agent as follows:

- (1) The New Obligor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 5.2 of the Security Agreement.
- (2) Effective from and after the date this Supplement is executed and delivered to the Agent by the New Obligor:
 - (a) the New Obligor is, and shall be deemed for all purposes to be, an Obligor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interest, as if the New Obligor was, effective as of the date of this

Supplement, an original signatory to the Security Agreement as an Obligor; and

- (b) all property and undertaking of the New Obligor, now owned or hereafter acquired, and all property and undertaking in which the New Obligor now has or hereafter acquires an interest, is, and shall be deemed for all purposes to be, Collateral of such New Obligor for the purposes of the Security Agreement and subject to the Security Interest granted by the New Obligor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such Person is a party.

In furtherance of the foregoing (and without prejudice to its grant of security in the Security Agreement), the New Obligor grants to the Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Agent, for the benefit of the Secured Creditors, all of the property and undertaking of the New Obligor now owned or hereafter acquired and all of the property and undertaking in which the New Obligor now has or hereafter acquires any interest, including all of its present and after-acquired personal property, as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which the New Obligor is a party, subject to the limitations set out in Section 2.4 of the Security Agreement.

Each reference to an Obligor in the Security Agreement shall be deemed to include the New Obligor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

- (3) The New Obligor represents and warrants to the Agent that (a) this Supplement has been duly authorized, executed and delivered by the New Obligor and constitutes a legal, valid and binding obligation of the New Obligor enforceable against the New Obligor in accordance with its terms, (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as an Obligor are true and correct on and as of the date of this Supplement, and (c) Schedules A, B, C and D to this Supplement accurately set out all information which would have been required to be disclosed on Schedules A, B, C and D to the Security Agreement pursuant to the terms of the Security Agreement had the New Obligor been an Obligor on the date of the execution and delivery of the Security Agreement (it being understood and agreed, however, that the information furnished pursuant

hereto by the New Obligor is accurate as of the date of this Supplement rather than the date of the Security Agreement).

- (4) Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect, unamended.
- (5) Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements. In this Supplement, the words "including", "includes" and "include" mean "including (or includes or include) without limitation".
- (6) This Supplement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (7) This Supplement and the Security Agreement shall be binding upon the New Obligor and its successors. The New Obligor shall not assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement without the prior written consent of the Agent which may be unreasonably withheld.
- (8) Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Supplement.

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by the New Obligor as of the date indicated on the first page of this Supplement.

[NEW OBLIGOR]

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**SCHEDULE A
AIRCRAFT OBJECTS**

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	Number of Securities	% of issued Securities	Certificate Number
•	•	•	•	•

SECURITIES ACCOUNTS

•

INSTRUMENTS

Issuer	Type of Instrument	Original Amount/Face Amount Monetary Obligation Secured	Maturity Date
•	•	•	•

TRANSFER RESTRICTIONS

•

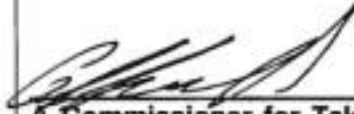
SCHEDULE C
REGISTRABLE INTELLECTUAL PROPERTY

Type of Intellectual Property	Description	Registration Number

**SCHEDULE D
LOCATIONS**

Chief Executive Office	Locations of Collateral	If different, location of books and records, senior management, address from which Invoices and Accounts are sent
•	•	•
•	•	•

This is Exhibit "D" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



FIRST AMENDING AGREEMENT

First Amending Agreement dated April 8, 2016 among OpsMobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., OpsMobil Group Inc. (f/k/a Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and Third Eye Capital Corporation, as Agent for the benefit of the Secured Creditors.

RECITALS:

- (a) Reference is made to the security agreement dated December 23, 2015 granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the benefit of the Secured Creditors, as supplemented by a supplemental agreement dated April 8, 2016 made by OpsMobil Construction Inc. and OpsMobil Energy Services Inc. to and in favour of the Agent for the benefit of the Secured Creditors (as the same may from time to time be further amended, modified, extended, renewed, restated, replaced or supplemented, the "Security Agreement"); and
- (b) The Obligors and the Agent, for and on behalf of the Secured Creditors, wish to amend the Security Agreement as provided in this First Amending Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this First Amending Agreement and not otherwise defined have the meanings specified in the Security Agreement, as amended by this First Amending Agreement (the "Amended Security Agreement").

Section 2 Headings.

Section headings in this First Amending Agreement are included for convenience of reference only and shall not constitute a part of this First Amending Agreement for any other purpose.

Section 3 Amendments to Schedules of the Security Agreement.

The Schedules to the Security Agreement are amended as of the date of this First Amending Agreement, as follows:

- (a) Schedule B to the Security Agreement is deleted and replaced with the form of Schedule attached as Appendix A to this First Amending Agreement.
- (b) Schedule D to the Security Agreement is deleted and replaced with the form of Schedule attached as Appendix B to this First Amending Agreement.

Section 4 Reference to and Effect on the Security Agreement.

On and after the date of this First Amending Agreement, any reference to "this Agreement" in the Security Agreement and any reference to the Security Agreement in any other Credit Documents will mean the Amended Security Agreement. Except as specifically amended by this First Amending Agreement, the provisions of the Security Agreement remain in full force and effect.

Section 5 Successors and Assigns.

This First Amending Agreement becomes effective when executed by all of the parties. After that time, it will be binding upon each of the Obligors, its respective successors and assigns, and enure to the benefit of the Secured Creditors and their respective successors and assigns.

Section 6 Governing Law.

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 7 Counterparts.

This First Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, e-mail or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties have executed this First Amending Agreement.

OPSMOBIL INC.

By: 

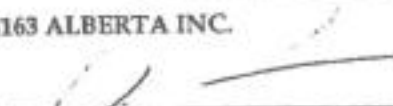
Name:

Title:

RYAN TOBBER

APR - 8 2016

1734163 ALBERTA INC.

By: 

Name:

Title:

RYAN TOBBER

APR - 8 2016

1859821 ALBERTA INC.

By: 

Name:

Title:

RYAN TOBBER

APR - 8 2016

810807 ALBERTA LTD.

By: 

Name:

Title:

RYAN TOBBER

APR - 8 2016

IN WITNESS WHEREOF the parties have executed this First Amending Agreement.

OPSMOBIL INC.

By: _____
Name:
Title:

1734163 ALBERTA INC.

By: _____
Name:
Title:

1859821 ALBERTA INC.

By: _____
Name:
Title:

810807 ALBERTA LTD.

By:  _____
Name: Roch Dallaire
Title:

AIR DALLAIRE LTD.

By: _____

Name: _____

Title: _____

OPSMOBIL GROUP INC.

By: _____

Name: _____

Title: _____

RYAN TOBBER

APR - 8 2016

LYNN'S HELICOPTER LEASING LTD.

By: _____

Name: _____

Title: _____

RYAN TOBBER

APR - 8 2016

OPSMOBIL CONSTRUCTION INC.

By: _____

Name: _____

Title: _____

RYAN TOBBER

APR - 8 2016

OPSMOBIL ENERGY SERVICES INC.

By: _____

Name: _____

Title: _____

RYAN TOBBER

APR - 8 2016

AIR DALLAIRE LTD.

By: 
Name: Roch Dallaire
Title: President

OPSMOBIL GROUP INC.

By: _____
Name: _____
Title: _____

LYNN'S HELICOPTER LEASING LTD.

By: _____
Name: _____
Title: _____

OPSMOBIL CONSTRUCTION INC.

By: _____
Name: _____
Title: _____

OPSMOBIL ENERGY SERVICES INC.

By: _____
Name: _____
Title: _____

THIRD EYE CAPITAL CORPORATION,
as Agent

By: 

Name: Arif N. Bhalward
Title: Managing Director

Appendix A – Updated Schedule B to the Security Agreement

Schedule B to the Security Agreement is deleted and replaced with the following:

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	No. of Securities	% of Issued Securities	Cert. No. (if securities are Certificated)
OpsMobil Inc.				
NIL				
1734163 Alberta Inc.				
OpsMobil Group Inc. (f/k/a Gemini Helicopters Inc.)	Class "A" Common Voting	1,600	80%	CA-8, CA-9
	Class "B" Common Non-Voting	160	80%	CB-7, CB-8
Lynn's Helicopter Leasing Ltd.	Class "A" Common	80	80%	11-A, 13-A
	Class "C" Non-Cumulative Redeemable Preferred	100	100%	2-C
	Class "D" Non-Cumulative Redeemable Preferred	78	100%	6-D
810807 Alberta Ltd.	Class A Voting	8,000	80%	12-A
	Class E Non-Voting	1,223,953	80%	CE-3
1859821 Alberta Inc.				
NIL				
810807 Alberta Ltd.				
NIL				

Issuer	Class of Securities	No. of Securities	% of Issued Securities	Cert. No. (if securities are Certificated)
Air Dallaire Ltd.				
OpsMobil Group Inc. (f/k/a Gemini Helicopters Inc.)	Class "A" Common Voting	400	20%	CA-10
	Class "B" Common Non-Voting	40	20%	CB-9
Lynn's Helicopter Leasing Ltd.	Class "A" Common	20	20%	14-A
810807 Alberta Ltd.	Class A Voting	2,000	20%	13-A
	Class E Non-Voting	305,989	20%	CE-4
OpsMobil Group Inc. (f/k/a Gemini Helicopters Inc.)				
OpsMobil Inc.	Common	2,558,631	100%	102C
OpsMobil Energy Services Inc.	Common	100	100%	C-1
OpsMobil Construction Inc.	Common	100	100%	C-1
Lynn's Helicopter Leasing Ltd.				
NIL				
OpsMobil Energy Services Inc.				
NIL				
OpsMobil Construction Inc.				
NIL				

INSTRUMENTS

NIL

TRANSFER RESTRICTIONS

Transfer of shares restricted without approval of directors of such issuers.

OTHER INVESTMENT PROPERTY

[ie. securities accounts, security entitlements, futures contracts or futures accounts;
specify which Obligor owns such Collateral]

NIL

Appendix B – Updated Schedule D to the Security Agreement

Schedule D to the Security Agreement is deleted and replaced with the following:

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
OpsMobil Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 See Schedule D-1, Opsmobil Inc. Leased Properties	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1734163 Alberta Inc.		
1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1859821 Alberta Inc.		
1200, 815 – 8 th Avenue SW, Calgary, Alberta, T2P 3P2	Sidney Harbour, Sidney, British Columbia	1600, 421 – 7 th Avenue, Calgary, Alberta, T2P 4K9
810807 Alberta Ltd.		
103, 10134 – 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2]	103, 10134 - 97 Avenue, Grande Prairie, AB T8V 7X6 [Will become: 1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2] Plan 0721766 Block 4 Lot 1 Excepting thereout all Mines and Minerals Area: 8.34 Hectares (20.61 Acres) More or Less Estate: Fee Simple	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
Air Dallaire Ltd.		
9537 – 61 Avenue Grande Prairie, AB T8W 2C6	9537 – 61 Avenue Grande Prairie, AB T8W 2C6	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8
OpsMobil Group Inc. (f/k/a Gemini Helicopters Inc.)		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8
Lynn's Helicopter Leasing Ltd.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 <u>Legal Description:</u> Plan 8820451 Block 15 Lot 4 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 25 Chinchaga Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 9423245 Block 16 Lot 19 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 3 Walter Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 0022432 Block 1 Lot 5 Excepting thereout all Mines	200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X8

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
	and Minerals Estate: Fee Simple <u>Municipal Address:</u> 7B, 594070 Range Road 125 Woodlands County, Alberta	
OpsMobil Energy Services Inc.		
1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 – 7th Avenue SW Calgary, Alberta, T2P 4K9
OpsMobil Construction Inc.		
1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 – 7th Avenue SW Calgary, Alberta, T2P 4K9

**SCHEDULE D-1
OPSMOBIL INC. LEASED PROPERTIES**

1. Legal Description:
Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7G, 594070 Range Road 125
Woodlands County, Alberta
2. Legal Description:
Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:

7E, 594070 Range Road 125
Woodlands County, Alberta

3. Legal Description:

Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:

7A, 594070 Range Road 125
Woodlands County, Alberta

4. Legal Description:

Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:

9E, 594070 Range Road 125
Woodlands County, Alberta

5. Legal Description:

Plan 6570NY
Block 1
Lot 1
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 0.267 Hectares (0.66 Acres) More or Less
Estate: Fee Simple
Registered Owner: New Town of Rainbow Lake

Municipal Address:

69 Imperial Drive
Rainbow Lake, Alberta

6. Legal Description:

Plan 6570NY
Block 1
Lot 2
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 1.38 Hectares (3.42 Acres) More or Less

Estate: Fee Simple
Registered Owner: The Town of Rainbow Lake

Municipal Address:
65 Imperial Drive
Rainbow Lake, Alberta

7. Legal Description:
First
Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
- Second
Meridian 5 Range 7 Township 40
Section 11
Quarter South West
Containing 64.750 Hectares (160 Acres) More or Less
Excepting thereout:
Plan 7822976 – Road, Containing 0.473 Hectares
(1.17 Acres) More or Less
Excepting thereout all Mines and Minerals
and the right to work the same
- Third
Meridian 5 Range 7 Township 40
Section 11
Quarter South East
Excepting thereout all Mines and Minerals
and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
Estate: Fee Simple
Registered Owners: The Town of Rocky Mountain House and
The Municipal District of Clearwater No. 99
8. Municipal Address:
Hangar No. 8, Rocky Mountain House Airport
Rocky Mountain House, Alberta

This is Exhibit "E" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



SECOND AMENDING AGREEMENT

Second Amending Agreement dated July 11, 2016 among OpsMobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc. (the successor by amalgamation to OpsMobil Group Inc. (formerly known as Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.), OpsMobil Construction Inc., OpsMobil Energy Services Inc., K.L. Capital Corp. and Third Eye Capital Corporation, as Agent for the benefit of the Secured Creditors.

RECITALS:

- (a) Reference is made to the security agreement dated December 23, 2015 granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the benefit of the Secured Creditors, as supplemented by a supplemental agreement dated April 8, 2016 made by OpsMobil Construction Inc. and OpsMobil Energy Services Inc. to and in favour of the Agent for the benefit of the Secured Creditors, as amended by a first amending agreement dated April 8, 2016 among the Obligors and the Agent for the benefit of the Secured Creditors and as supplemented by a supplemental agreement dated as of the date hereof granted by K.L. Capital Corp. in favour of the Agent for the Secured Creditors (as the same may from time to time be further amended, modified, extended, renewed, restated, replaced or supplemented, the "Security Agreement"); and
- (b) The Obligors and the Agent, for and on behalf of the Secured Creditors, wish to amend the Security Agreement as provided in this Second Amending Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this Second Amending Agreement and not otherwise defined have the meanings specified in the Security Agreement, as amended by this Second Amending Agreement (the "Amended Security Agreement").

Section 2 Headings.

Section headings in this Second Amending Agreement are included for convenience of reference only and shall not constitute a part of this Second Amending Agreement for any other purpose.

Section 3 Amendments to Schedules of the Security Agreement.

The Schedules to the Security Agreement are amended as of the date of this Second Amending Agreement, as follows:

- (a) Schedule A to the Security Agreement is deleted and replaced with the form of Schedule attached as Appendix A to this Second Amending Agreement.
- (b) Schedule B to the Security Agreement is deleted and replaced with the form of Schedule attached as Appendix B to this Second Amending Agreement.

- (c) Schedule D to the Security Agreement is deleted and replaced with the form of Schedule attached as Appendix C to this Second Amending Agreement.

Section 4 Reference to and Effect on the Security Agreement.

On and after the date of this Second Amending Agreement, any reference to "this Agreement" in the Security Agreement and any reference to the Security Agreement in any other Credit Documents will mean the Amended Security Agreement. Except as specifically amended by this Second Amending Agreement, the provisions of the Security Agreement remain in full force and effect.

Section 5 Successors and Assigns.

This Second Amending Agreement becomes effective when executed by all of the parties. After that time, it will be binding upon each of the Obligors, its successors and assigns, and enure to the benefit of each of the Secured Creditors and its successors and assigns.

Section 6 Governing Law.

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 7 Counterparts.

This Second Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, e-mail or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties have executed this Second Amending Agreement as of the date first above written.

OPSMOBIL INC.

By: 

Name:

Title:

1734163 ALBERTA INC.

By: 

Name:

Title:

1859821 ALBERTA INC.

By: 

Name:

Title:

AIR DALLAIRE LTD.

By: 

Name:

Title:

OPSMOBIL GROUP INC.

By: 

Name:

Title:

OPSMOBIL CONSTRUCTION INC.

By: _____

Name: _____

Title: _____

OPSMOBIL ENERGY SERVICES INC.

By: _____

Name: _____

Title: _____

K.L. CAPITAL CORP.

By: _____

Name: _____

Title: _____

THIRD EYE CAPITAL CORPORATION,
as Agent

By: _____

Name: Arif N. Bhalward

Title: Managing Director

Appendix A - Updated Schedule A to the Security Agreement

Schedule A to the Security Agreement is deleted and replaced with the attached.

Appendix B – Updated Schedule B to the Security Agreement

Schedule B to the Security Agreement is deleted and replaced with the following:

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	No. of Securities	% of Issued Securities	Cert. No. (if securities are Certificated)
OpsMobil Inc.				
NIL				
1734163 Alberta Inc.				
OpsMobil Group Inc. (successor by amalgamation to OpsMobil Group Inc. (formerly Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.)	Class A Common	14,400 Class A Common shares without nominal or par value	80%	CA-1
1859821 Alberta Inc.				
NIL				
Air Dallaire Ltd.				
OpsMobil Group Inc. (successor by amalgamation to OpsMobil Group Inc. (formerly Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.)	Class A Common without nominal or par value	3,600	20%	CA-2
OpsMobil Group Inc.				
OpsMobil Inc.	Common	2,558,631	100%	102C
OpsMobil Energy Services Inc.	Common	100	100%	C-1
OpsMobil Construction Inc.	Common	100	100%	C-1
K.L. Capital Corp.	Class "A"	100	100%	A-3
K.L. Capital Corp.	Class "B"	1,220,332	100%	B-5
OpsMobil Energy Services Inc.				

Issuer	Class of Securities	No. of Securities	% of Issued Securities	Cert. No. (if securities are Certificated)
NIL				
OpsMobil Construction Inc.				
NIL				
K.L. Capital Corp.				
NIL				

INSTRUMENTS

NIL

TRANSFER RESTRICTIONS

Transfer of shares restricted without approval of directors of such issuers.

OTHER INVESTMENT PROPERTY

[ie. securities accounts, security entitlements, futures contracts or futures accounts;
specify which Obligor owns such Collateral]

NIL

Appendix C - Updated Schedule D to the Security Agreement

Schedule D to the Security Agreement is deleted and replaced with the following:

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
OpsMobil Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 See Schedule D-1, Opsmobil Inc. Leased Properties	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1734163 Alberta Inc.		
1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2
1859821 Alberta Inc.		
1200, 815 - 8 th Avenue SW, Calgary, Alberta, T2P 3P2	Sidney Harbour, Sidney, British Columbia	1600, 421 - 7 th Avenue, Calgary, Alberta, T2P 4K9
Air Dallaire Ltd.		
9537 - 61 Avenue Grande Prairie, Alberta, T8W 2C6	9537 - 61 Avenue Grande Prairie, AB T8W 2C6	200, 9803 - 101 Avenue, Grande Prairie, AB T8V 0X8
OpsMobil Group Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2 <u>Legal Description:</u> Plan 0721766 Block 4 Lot 1 Excepting thereout all Mines and Minerals Area: 8.34 Hectares (20.61 Acres) More or Less Estate: Fee Simple	1600, 421 - 7 th Avenue, Calgary, Alberta, T2P 4K9
	<u>Legal Description:</u> Plan 8820451	

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
	Block 15 Lot 4 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 25 Chinchaga Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 9423245 Block 16 Lot 19 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 3 Walter Crescent Rainbow Lake, Alberta <u>Legal Description:</u> Plan 0022432 Block 1 Lot 5 Excepting thereout all Mines and Minerals Estate: Fee Simple <u>Municipal Address:</u> 7B, 594070 Range Road 125 Woodlands County, Alberta	
OpsMobil Energy Services Inc.		
1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7th Avenue SW Calgary, Alberta, T2P 4K9
OpsMobil Construction Inc.		
1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7th Avenue SW Calgary, Alberta, T2P 4K9

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
K.L. Capital Corp.		
1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7th Avenue SW Calgary, Alberta, T2P 4K9

**SCHEDULE D-1
OPSMOBIL INC. LEASED PROPERTIES**

1. Legal Description:
Plan 0022432
Block 2
Lot 3
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7G, 594070 Range Road 125
Woodlands County, Alberta

2. Legal Description:
Plan 0022432
Block 2
Lot 4
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7E, 594070 Range Road 125
Woodlands County, Alberta

3. Legal Description:
Plan 0022432
Block 3
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
7A, 594070 Range Road 125
Woodlands County, Alberta

4. Legal Description:
Plan 0022432
Block 2
Lot 2
Excepting thereout all Mines and Minerals
Estate: Fee Simple
Registered Owner: Woodlands County

Municipal Address:
9E, 594070 Range Road 125
Woodlands County, Alberta

5. Legal Description:

Plan 6570NY

Block 1

Lot 1

Excepting thereout all Mines and Minerals
and the right to work the same

Area: 0.267 Hectares (0.66 Acres) More or Less

Estate: Fee Simple

Registered Owner: New Town of Rainbow Lake

Municipal Address:

69 Imperial Drive

Rainbow Lake, Alberta

6. Legal Description:

Plan 6570NY

Block 1

Lot 2

Excepting thereout all Mines and Minerals
and the right to work the same

Area: 1.38 Hectares (3.42 Acres) More or Less

Estate: Fee Simple

Registered Owner: The Town of Rainbow Lake

Municipal Address:

65 Imperial Drive

Rainbow Lake, Alberta

7. Legal Description:

First

Meridian 5 Range 7 Township 40

Section 11

Quarter North West

Excepting thereout all Mines and Minerals
and the right to work the same

Area: 64.7 Hectares (160 Acres) More or Less

Second

Meridian 5 Range 7 Township 40

Section 11

Quarter South West

Containing 64.750 Hectares (160 Acres) More or Less

Excepting thereout:

Plan 7822976 - Road, Containing 0.473 Hectares
(1.17 Acres) More or LessExcepting thereout all Mines and Minerals
and the right to work the same

Third

Meridian 5 Range 7 Township 40

Section 11

Quarter South East

Excepting thereout all Mines and Minerals
and the right to work the same

Area: 64.7 Hectares (160 Acres) More or Less

Estate: Fee Simple

Registered Owners: The Town of Rocky Mountain House and
 The Municipal District of Clearwater No. 99

Municipal Address:

Hangar No. 8, Rocky Mountain House Airport
Rocky Mountain House, Alberta

This is Exhibit "F" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



SUPPLEMENTAL AGREEMENT

Supplemental Agreement dated April 8, 2016 to the Security Agreement (as hereinafter defined).

RECITALS:

- (a) Reference is made to (i) the credit agreement dated December 23, 2015 between OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., 810807 Alberta Ltd., Air Dallaire Ltd., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., Roch Dallaire, Ryan Tobber and such other Persons who become guarantors from time to time, as Guarantors, the Lenders party thereto from time to time, and Third Eye Capital Corporation, as Agent, (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Credit Agreement"); and (ii) the security agreement dated December 23, 2015, granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the Secured Creditors (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Security Agreement");
- (b) Section 5.2 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Obligors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement;
- (c) It is a condition to the Agent and the Lenders continuing to extend credit to the Borrower under the Credit Agreement that each of the undersigned (collectively, the "New Obligors") become an Obligor under the Security Agreement by executing and delivering this Supplement to the Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, each of the New Obligors covenants and agrees with the Agent as follows:

- (1) Each of the New Obligors has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 5.2 of the Security Agreement.
- (2) Effective from and after the date this Supplement is executed and delivered to the Agent by each of the New Obligors:
 - (a) such New Obligor is, and shall be deemed for all purposes to be, an Obligor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interest, as if such New Obligor was, effective as of the date of this

Supplement, an original signatory to the Security Agreement as an Obligor; and

- (b) all property and undertaking of such New Obligor, now owned or hereafter acquired, and all property and undertaking in which such New Obligor now has or hereafter acquires an interest, is, and shall be deemed for all purposes to be, Collateral of such New Obligor for the purposes of the Security Agreement and subject to the Security Interest granted by such New Obligor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Secured Obligations of such New Obligor, including all debts, liabilities and obligations from to time owing by such New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such Person is a party.

In furtherance of the foregoing (and without prejudice to its grant of security in the Security Agreement), each of the New Obligors grants to the Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Agent, for the benefit of the Secured Creditors, all of the property and undertaking of such New Obligor now owned or hereafter acquired and all of the property and undertaking in which such New Obligor now has or hereafter acquires any interest, including all of its present and after-acquired personal property, as security for the due payment and performance of the Secured Obligations of such New Obligor, including all debts, liabilities and obligations from to time owing by such New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such New Obligor is a party, subject to the limitations set out in Section 2.4 of the Security Agreement.

Each reference to an Obligor in the Security Agreement shall be deemed to include each of the New Obligors. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

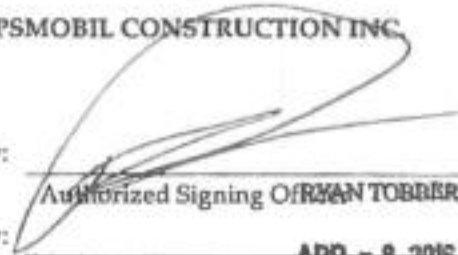
- (3) Each of the New Obligors represents and warrants to the Agent that (a) this Supplement has been duly authorized, executed and delivered by such New Obligor and constitutes a legal, valid and binding obligation of such New Obligor enforceable against such New Obligor in accordance with its terms, (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as an Obligor are true and correct on and as of the date of this Supplement, and (c) Schedules A, B, C and D to this Supplement accurately set out all information which would have been required to be disclosed on Schedules A, B, C and D to the Security Agreement pursuant to the terms of the Security Agreement had such New Obligor been an Obligor on the date of the execution and delivery of the Security Agreement (it being understood and agreed, however, that the information furnished pursuant hereto by such New Obligor is accurate as of the date of this Supplement rather than the date of the Security Agreement).

- (4) Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect, unamended.
- (5) Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements. In this Supplement, the words "including", "includes" and "include" mean "including (or includes or include) without limitation".
- (6) This Supplement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (7) This Supplement and the Security Agreement shall be binding upon each of the New Obligors and its successors. Neither of the New Obligors shall assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement without the prior written consent of the Agent which may be unreasonably withheld.
- (8) Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Supplement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by each of the New Obligor as of the date indicated on the first page of this Supplement.

OPSMOBIL CONSTRUCTION INC.

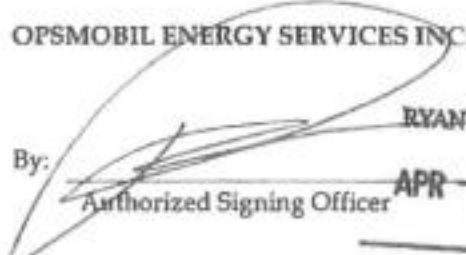
By: 

Authorized Signing Officer **RYAN TOBBER**

By: _____

Authorized Signing Officer **APR - 8 2016**

OPSMOBIL ENERGY SERVICES INC.

By: 

Authorized Signing Officer **RYAN TOBBER**

Authorized Signing Officer **APR - 8 2016**

**SCHEDULE A
AIRCRAFT OBJECTS**

Nil

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	Number of Securities	% of issued Securities	Certificate Number
OpsMobil Construction Inc.				
NIL				
OpsMobil Energy Services Inc.				
NIL				

SECURITIES ACCOUNTS

NIL

INSTRUMENTS

Issuer	Type of Instrument	Original Amount /Face Amount Monetary Obligation Secured	Maturity Date
NIL			

TRANSFER RESTRICTIONS

No securities of either of the New Obligors, other than non-convertible debt securities, shall be transferred to any person without the approval of the board of directors of such New Obligor.

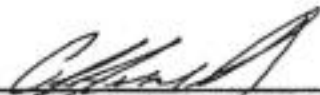
SCHEDULE C
REGISTRABLE INTELLECTUAL PROPERTY

Type of Intellectual Property	Description	Registration Number
NIL		

**SCHEDULE D
LOCATIONS**

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
OpsMobil Construction Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7 th Avenue SW Calgary, Alberta, T2P 4K9
OpsMobil Energy Services Inc.		
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7 th Avenue SW Calgary, Alberta, T2P 4K9

This is Exhibit "G" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



SUPPLEMENTAL AGREEMENT

Supplemental Agreement dated July 11, 2016 to the Security Agreement (as hereinafter defined).

RECITALS:

- (a) Reference is made to (i) the credit agreement dated December 23, 2015 between OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc. (successor by amalgamation to OpsMobil Group Inc. (formerly, Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.), OpsMobil Construction Inc., OpsMobil Energy Services Inc., Roch Dallaire, Ryan Tobber and such other Persons who become guarantors from time to time, as Guarantors, the Lenders party thereto from time to time, and Third Eye Capital Corporation, as Agent, (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Credit Agreement"); and (ii) the security agreement dated December 23, 2015, granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the Secured Creditors (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "Security Agreement");
- (b) Section 5.2 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Obligors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement;
- (c) It is a condition to the Agent and the Lenders continuing to extend credit to the Borrower under the Credit Agreement that the undersigned (the "New Obligor") become an Obligor under the Security Agreement by executing and delivering this Supplement to the Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the New Obligor covenants and agrees with the Agent as follows:

- (1) The New Obligor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 5.2 of the Security Agreement.
- (2) Effective from and after the date this Supplement is executed and delivered to the Agent by the New Obligor:
 - (a) the New Obligor is, and shall be deemed for all purposes to be, an Obligor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interest, as if the New Obligor was, effective as of the date of this

Supplement, an original signatory to the Security Agreement as an Obligor; and

- (b) all property and undertaking of the New Obligor, now owned or hereafter acquired, and all property and undertaking in which the New Obligor now has or hereafter acquires an interest, is, and shall be deemed for all purposes to be, Collateral of such New Obligor for the purposes of the Security Agreement and subject to the Security Interest granted by the New Obligor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such Person is a party.

In furtherance of the foregoing (and without prejudice to its grant of security in the Security Agreement), the New Obligor grants to the Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Agent, for the benefit of the Secured Creditors, all of the property and undertaking of the New Obligor now owned or hereafter acquired and all of the property and undertaking in which the New Obligor now has or hereafter acquires any interest, including all of its present and after-acquired personal property, as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which the New Obligor is a party, subject to the limitations set out in Section 2.4 of the Security Agreement.

Each reference to an Obligor in the Security Agreement shall be deemed to include the New Obligor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

- (3) The New Obligor represents and warrants to the Agent that (a) this Supplement has been duly authorized, executed and delivered by the New Obligor and constitutes a legal, valid and binding obligation of the New Obligor enforceable against the New Obligor in accordance with its terms, (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as an Obligor are true and correct on and as of the date of this Supplement, and (c) Schedules A, B, C and D to this Supplement accurately set out all information which would have been required to be disclosed on Schedules A, B, C and D to the Security Agreement pursuant to the terms of the Security Agreement had the New Obligor been an Obligor on the date of the execution and delivery of the Security Agreement (it being understood and agreed, however, that the information furnished pursuant hereto by the New Obligor is accurate as of the date of this Supplement rather than the date of the Security Agreement).
- (4) Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect, unamended.

- (5) Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements. In this Supplement, the words "including", "includes" and "include" mean "including (or includes or include) without limitation".
- (6) This Supplement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (7) This Supplement and the Security Agreement shall be binding upon the New Obligor and its successors. The New Obligor shall not assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement without the prior written consent of the Agent which may be unreasonably withheld.
- (8) Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Supplement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF WHICH this Supplement has been duly executed and delivered
by the New Obligor as of the date indicated on the first page of this Supplement.

K.L. CAPITAL CORP.

By:

Authorized Signing Officer

**SCHEDULE A
AIRCRAFT OBJECTS**

(See item 36 and item 37 on the attached schedule)

[illegible]

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	Number of Securities	% of issued Securities	Certificate Number
NIL				

SECURITIES ACCOUNTS

NIL

INSTRUMENTS

Issuer	Type of Instrument	Original Amount /Face Amount Monetary Obligation Secured	Maturity Date
NIL			

TRANSFER RESTRICTIONS

NIL

SCHEDULE C
REGISTRABLE INTELLECTUAL PROPERTY

Type of Intellectual Property	Description	Registration Number
NIL		

**SCHEDULE D
LOCATIONS**

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 - 7 th Avenue SW Calgary, Alberta, T2P 4K9

This is Exhibit "H" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



SUPPLEMENTAL AGREEMENT

Supplemental Agreement dated July 10, 2017 to the Security Agreement (as hereinafter defined).

RECITALS:

- (a) Reference is made to (i) the credit agreement dated December 23, 2015 between OpsMobil Inc., as Borrower, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc. (successor by amalgamation to OpsMobil Group Inc. (formerly, Gemini Helicopters Inc.), Lynn's Helicopter Leasing Ltd. and 810807 Alberta Ltd.), OpsMobil Construction Inc., OpsMobil Energy Services Inc., K.L. Capital Corp., Roch Dallaire, Ryan Tobber and such other Persons who become guarantors from time to time, as Guarantors, the Lenders party thereto from time to time, and Third Eye Capital Corporation, as Agent, (as the same has been or may from time to time be further amended, modified, extended, renewed, restated, replaced or supplemented, the "**Credit Agreement**"); and (ii) the security agreement dated December 23, 2015, granted by the Persons party thereto from time to time as Obligors to and in favour of the Agent for the Secured Creditors (as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented, the "**Security Agreement**");
- (b) Section 5.2 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Obligors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement;
- (c) It is a condition to the Agent and the Lenders continuing to extend credit to the Borrower under the Credit Agreement that the undersigned (the "**New Obligor**") become an Obligor under the Security Agreement by executing and delivering this Supplement to the Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the New Obligor covenants and agrees with the Agent as follows:

- (1) The New Obligor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 5.2 of the Security Agreement.
- (2) Effective from and after the date this Supplement is executed and delivered to the Agent by the New Obligor:
 - (a) the New Obligor is, and shall be deemed for all purposes to be, an Obligor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and

Security Interest, as if the New Obligor was, effective as of the date of this Supplement, an original signatory to the Security Agreement as an Obligor; and

- (b) all property and undertaking of the New Obligor, now owned or hereafter acquired, and all property and undertaking in which the New Obligor now has or hereafter acquires an interest, is, and shall be deemed for all purposes to be, Collateral of such New Obligor for the purposes of the Security Agreement and subject to the Security Interest granted by the New Obligor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which such Person is a party. For the avoidance of doubt, and without limiting the generality of the foregoing, the New Obligor acknowledges that the Collateral and the Security Interest shall in all cases and times extend to and include all property, assets, cash or collateral of the New Obligor in any form posted, transferred or assigned to the BC Oil & Gas Commission (or its nominees or affiliates) by the New Obligor or any other party on its behalf or for its benefit, and including without limitation any reductions in or returns of any such amounts held by the New Obligor.

In furtherance of the foregoing (and without prejudice to its grant of security in the Security Agreement), the New Obligor grants to the Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Agent, for the benefit of the Secured Creditors, all of the property and undertaking of the New Obligor now owned or hereafter acquired and all of the property and undertaking in which the New Obligor now has or hereafter acquires any interest, including all of its present and after-acquired personal property, as security for the due payment and performance of the Secured Obligations of the New Obligor, including all debts, liabilities and obligations from to time owing by the New Obligor to the Secured Creditors, or any one or more of them, under, in connection with or pursuant to the Credit Documents to which the New Obligor is a party, subject to the limitations set out in Section 2.4 of the Security Agreement.

Each reference to an Obligor in the Security Agreement shall be deemed to include the New Obligor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

- (3) The New Obligor represents and warrants to the Agent that (a) this Supplement has been duly authorized, executed and delivered by the New Obligor and constitutes a legal, valid and binding obligation of the New Obligor enforceable against the New Obligor in accordance with its terms, (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as an Obligor are true and correct on and as of the date of this Supplement, and (c)

Schedules A, B, C and D to this Supplement accurately set out all information which would have been required to be disclosed on Schedules A, B, C and D to the Security Agreement pursuant to the terms of the Security Agreement had the New Obligor been an Obligor on the date of the execution and delivery of the Security Agreement (it being understood and agreed, however, that the information furnished pursuant hereto by the New Obligor is accurate as of the date of this Supplement rather than the date of the Security Agreement).

- (4) Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect, unamended.
- (5) Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements. In this Supplement, the words "including", "includes" and "include" mean "including (or includes or include) without limitation".
- (6) This Supplement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (7) This Supplement and the Security Agreement shall be binding upon the New Obligor and its successors. The New Obligor shall not assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement without the prior written consent of the Agent which may be unreasonably withheld.
- (8) Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Supplement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by the New Obligor as of the date indicated on the first page of this Supplement.

RANCH ENERGY CORPORATION

By: 

Authorized Signing Officer

RYAN TOBBER
President & CEO

**SCHEDULE A
AIRCRAFT OBJECTS**

NIL

**SCHEDULE B
INSTRUMENTS AND SECURITIES**

SECURITIES

Issuer	Class of Securities	Number of Securities	% of issued Securities	Certificate Number
NIL				

SECURITIES ACCOUNTS

NIL

INSTRUMENTS

Issuer	Type of Instrument	Original Amount /Face Amount Monetary Obligation Secured	Maturity Date
NIL			

TRANSFER RESTRICTIONS

NIL

SCHEDULE C
REGISTRABLE INTELLECTUAL PROPERTY

Type of Intellectual Property	Description	Registration Number
NIL		

**SCHEDULE D
LOCATIONS**

Chief Executive Office, location of books and records, senior management, address from which Invoices and Accounts are sent	Location(s) of Collateral	Registered Office
1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1200, 815 8 th Avenue SW, Calgary, Alberta, T2P 3P2	1600, 421 – 7 th Avenue SW Calgary, Alberta, T2P 4K9

This is Exhibit "I" referred to in the Affidavit of Mark Horrox made before me on this 27th day of November 2018.



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



Search ID#: Z10422543

Transmitting Party

STIKEMAN ELLIOTT LLP

4300 BANKERS HALL WEST-888 3 ST SW
CALGARY, AB T2P 5C5

Party Code: 50073519
Phone #: 403 266 9000
Reference #: 120536-1037

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Business Debtor Search For:

OPSMOBIL INC.

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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 4

Inexact Match on: Debtor

No: 10

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#: Z10422543

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

Status

Current by
14121133817

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121133817

Block

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121133817

Block

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121133817

Block

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121133817

Block

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

Status

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

Search ID#: Z10422543

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#: Z10422543

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
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Search ID#: Z10422543

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#: Z10422543

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

Search ID#: Z10422543

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#: Z10422543

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
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Search ID#: Z10422543

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#: Z10422543

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#: Z10422543

<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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 4

Inexact Match on: Debtor

No: 10

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#: Z10422543

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
---	---	---------------------------

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	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
---	--	---------------------------

Block

Status

8	OPSMOBIL CONSTRUCTION INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current by 16040828945
---	--	---------------------------

Search ID#: Z10422543

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	CFG8X	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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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#: Z10422543

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

Search ID#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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	CFG BX	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#: Z10422543

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#: Z10422543

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
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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040427944

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121139347	Amendment	2014-Dec-11
15112530693	Amendment	2015-Nov-25
16040829079	Amendment	2016-Apr-08
18032321695	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121139347

Block

Status

3 AIR DALLAIRE LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121139347

Block

Status

4

Current by
14121139347

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121139347

Block

6 GEMINI HELICOPTERS INC
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121139347

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829079

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829079

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829079

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530693

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
15112530693

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	CGREV	1978	AEROSPATIALE/AS 350 BA	AC - Aircraft Canada	Current

Search ID#: Z10422543

2 1039 1978 AEROSPATIALE AS 350 BA AC - Aircraft Canada

Current By
14121139347

Particulars

Block **Additional Information**

1 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

Status

Current By
15112530693

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040428418

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140225	Amendment	2014-Dec-11
15112530852	Amendment	2015-Nov-25
16040829084	Amendment	2016-Apr-08
18032321758	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140225

Block

3 AIR DALLAIRE LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140225

Block

4

Status

Current by
14121140225

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140225

Block

Status

6 GEMINI HELICOPTERS INC
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140225

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829084

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829084

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829084

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112530852

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
15112530852

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	CGJEL	1968	BELL/206B	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	116	1968	BELL 206B	AC - Aircraft Canada	Current By 14121140225
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112530852

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040428766

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140251	Amendment	2014-Dec-11
15112530886	Amendment	2015-Nov-25
16040829119	Amendment	2016-Apr-08
18032321840	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
101B, 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

Status

Current by
14121140251

Block

3 AIR DALLAIRE LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140251

Block

4

Status

Current by
14121140251

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140251

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140251

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829119

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829119

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829119

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112530886

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
15112530886

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	CGXAG	1968	BELL/206B	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	150	1968	BELL 206B	AC - Aircraft Canada	Current By 14121140251
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Particulars

Block	Additional Information	Status
1	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 15112530886

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040428957

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 5
Inexact Match on: Debtor No: 10

Amendments to Registration

13040512605	Amendment	2013-Apr-05
14121140263	Amendment	2014-Dec-11
15112530943	Amendment	2015-Nov-25
16040829143	Amendment	2016-Apr-08
18032321914	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
101V, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7X5

Status

Deleted by
13040512605

Block

2 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7X5

Status

Current by
13040512605

Block

3 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Status

Current by
14121140263

Block

Status

Search ID#: Z10422543

4 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140263

Block

Status

5 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140263

Block

Status

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140263

Block

Status

7 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140263

Block

Status

8 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829143

Block

Status

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829143

Block

Status

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829143

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112530943

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
15112530943

Search ID#: Z10422543

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	CGTEZ	1971	BELL/206B	AC - Aircraft Canada	Deleted By 13040512605
2	CGTEZ	1971	BELL/206B	AC - Aircraft Canada	Current By 13040512605
3	746	1971	BELL 206B	AC - Aircraft Canada	Current By 14121140263

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	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 15112530943

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040429111

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140329	Amendment	2014-Dec-11
15112531007	Amendment	2015-Nov-25
16040829195	Amendment	2016-Apr-08
18032322055	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPIRT 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
14121140329

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140329

Block

Status

4

Current by
14121140329

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140329

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140329

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829195

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829195

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829195

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531007

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
15112531007

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	CGTQU	1972	BELL/206B	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	766	1972	BELL 206B	AC - Aircraft Canada	Current By 14121140329
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531007

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040429493

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on:	Debtor	No: 4
Inexact Match on:	Debtor	No: 9

Amendments to Registration

14121140392	Amendment	2014-Dec-11
15112531049	Amendment	2015-Nov-25
16040829203	Amendment	2016-Apr-08
18032322093	Renewal	2018-Mar-23

Debtor(s)**Block**

1	LYNN'S HELICOPTER LEASING LTD. 101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 7Z5
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Status

Current

Block

2	AIRBORNE ENERGY SOLUTIONS LTD. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2
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StatusCurrent by
14121140392**Block**

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6
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StatusCurrent by
14121140392**Block**

4

StatusCurrent by
14121140392

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140392

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140392

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829203

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829203

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829203

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531049

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
15112531049

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	CFZGP	1973	BELL/206B	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	940	1973	BELL 206B	AC - Aircraft Canada	Current By 14121140392
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531049

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040430757

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140471	Amendment	2014-Dec-11
15010820587	Amendment	2015-Jan-08
15112531147	Amendment	2015-Nov-25
16040829228	Amendment	2016-Apr-08
18032322176	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1	LYNN'S HELICOPTER LEASING LTD. 101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 8E6	Current
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Block

Status

2	AIRBORNE ENERGY SOLUTIONS LTD. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121140471
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Block

Status

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121140471
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Block

Status

Search ID#: Z10422543

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140471**Block**

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121140471**Block**

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121140471**Block**

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040829228**Block**

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040829228**Block**

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

StatusCurrent by
16040829228**Secured Party / Parties****Block**

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

StatusDeleted by
15112531147

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

StatusCurrent by
15112531147**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	CGJAG	1999	ROBINSON/R44-CI	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	653	1999	ROBINSON R44 CI	AC - Aircraft Canada	Current By 14121140471
3	0653	1999	ROBINSON R44 CI	AC - Aircraft Canada	Current By 15010820587

Particulars

Block	Additional Information	Status
1	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 15112531147

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040431198

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140481	Amendment	2014-Dec-11
15112531173	Amendment	2015-Nov-25
16040829270	Amendment	2016-Apr-08
18032322269	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140481

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140481

Block

4

Status

Current by
14121140481

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140481

Block

Status

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140481

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829270

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829270

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829270

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112531173

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
15112531173

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	CGAEE	2002	ROBINSON/R44 R	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	1208	2002	ROBINSON R44 R	AC - Aircraft Canada	Current By 14121140481
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531173

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040431499

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140512	Amendment	2014-Dec-11
15112531201	Amendment	2015-Nov-25
16040829327	Amendment	2016-Apr-08
18032322428	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140512

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140512

Block

4

Status

Current by
14121140512

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140512

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140512

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829327

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829327

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829327

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531201

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
15112531201

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	CGAEJ	2002	ROBINSON/R44 R	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	1202	2002	ROBINSON R44 R	AC - Aircraft Canada	Current By 14121140512
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Particulars

Block	Additional Information	Status
1	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 15112531201

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040431811

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on:	Debtor	No: 4
Inexact Match on:	Debtor	No: 9

Amendments to Registration

14121140591	Amendment	2014-Dec-11
15112531236	Amendment	2015-Nov-25
16040829365	Amendment	2016-Apr-08
18032323855	Renewal	2018-Mar-23

Debtor(s)**Block**

1	LYNN'S HELICOPTER LEASING LTD. 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
14121140591**Block**

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6
---	---

StatusCurrent by
14121140591**Block**

4

StatusCurrent by
14121140591

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140591

Block

Status

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140591

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829365

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829365

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829365

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112531236

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
15112531236

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	CFAJB	2004	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10322	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140591
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Particulars

Block **Additional Information**

1	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
---	---

Status

Current By
15112531236

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040432235

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

13040512743	Amendment	2013-Apr-05
14121140602	Amendment	2014-Dec-11
15112531257	Amendment	2015-Nov-25
16040829373	Amendment	2016-Apr-08
18032323908	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121140602

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140602

Block

Status

Search ID#: Z10422543

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140602

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140602

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
G, AB T8V 0X6

Status

Current by
14121140602

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829373

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829373

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829373

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531257

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
15112531257

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	CFANE	2004	ROBINSON/R44II	AC - Aircraft Canada	Deleted By 13040512743

Search ID#: Z10422543

2	CFANE	2004	ROBINSON/R44 II	AC - Aircraft Canada	Current By 13040512743
3	10360	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140602

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	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 15112531257

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040433723

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140678	Amendment	2014-Dec-11
15112531329	Amendment	2015-Nov-25
16040829425	Amendment	2016-Apr-08
18032324186	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140678

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140678

Block

4

Status

Current by
14121140678

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140678

Block

Status

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140678

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829425

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829425

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829425

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112531329

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
15112531329

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	CFD0Z	2005	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10686	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140678
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531329

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040433938

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

This Registration covers a Trust Indenture

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140697	Amendment	2014-Dec-11
15110507515	Amendment	2015-Nov-05
15112531332	Amendment	2015-Nov-25
16040829435	Amendment	2016-Apr-08
18032324218	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121140697

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140697

Search ID#: Z10422543

Block

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140697

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140697

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140697

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829435

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829435

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829435

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531332

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
15112531332

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>
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Search ID#: Z10422543

1	CFDPA	2005	ROBINSON/R44 II	AC - Aircraft Canada	Current
2	10687	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140697

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Notwithstanding that the notation above indicates that this registration covers a Trust Indenture, such notation was inadvertently included at the time this registration was made and it is hereby confirmed that this registration does not cover a Trust Indenture.	Current By 15110507515

<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 15112531332

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040434202

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

This Registration covers a Trust Indenture

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140716	Amendment	2014-Dec-11
15110507599	Amendment	2015-Nov-05
15112531368	Amendment	2015-Nov-25
16040829454	Amendment	2016-Apr-08
18032324319	Renewal	2018-Mar-23

Debtor(s)**Block**

1 LYNN'S HELICOPTER LEASING LTD.
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
14121140716**Block**

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

StatusCurrent by
14121140716

Search ID#: Z10422543

Block

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140716

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140716

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140716

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829454

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829454

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829454

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531368

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
15112531368

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>
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Search ID#: Z10422543

1	CFDPI	2005	ROBINSON/R44 II	AC - Aircraft Canada	Current
2	10688	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140716

Particulars

Block **Additional Information**

Status

1	Notwithstanding that the notation above indicates that this registration covers a Trust Indenture, such notation was inadvertently included at the time this registration was made and it is hereby confirmed that this registration does not cover a Trust Indenture.
---	--

Current By
15110507599

Block **Additional Information**

Status

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
15112531368

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040434456

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

This Registration covers a Trust Indenture

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140742	Amendment	2014-Dec-11
15110507550	Amendment	2015-Nov-05
15112531389	Amendment	2015-Nov-25
16040829489	Amendment	2016-Apr-08
18032324347	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140742

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140742

Search ID#: Z10422543

Block

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140742

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140742

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140742

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829489

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829489

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829489

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531389

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
15112531389

Phone #: 780 538 8150 Fax #: 780 538 8164

Collateral: Serial Number Goods

Search ID#: Z10422543

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CFDPN	2005	ROBINSON/R44 II	AC - Aircraft Canada	Current
2	10698	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140742

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Notwithstanding that the notation above indicates that this registration covers a Trust Indenture, such notation was inadvertently included at the time this registration was made and it is hereby confirmed that this registration does not cover a Trust Indenture.	Current By 15110507550

<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 15112531389

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040434679

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140775	Amendment	2014-Dec-11
15112531408	Amendment	2015-Nov-25
16040829541	Amendment	2016-Apr-08
18032324451	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140775

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140775

Block

4

Status

Current by
14121140775

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140775

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140775

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829541

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829541

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829541

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531408

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
15112531408

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	CFDQG	2005	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10699	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140775
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531408

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040435008

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140786	Amendment	2014-Dec-11
15112531438	Amendment	2015-Nov-25
16040829572	Amendment	2016-Apr-08
18032324500	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8C 7Z5

Current

Block

Status

2 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Current by
14121140786

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140786

Block

Status

4

Current by
14121140786

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140786

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140786

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829572

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829572

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829572

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531438

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
15112531438

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	CFEHD	2005	ROBINSON/R44 11	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10692	2005	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140786
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Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	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 15112531438

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040435305

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140802	Amendment	2014-Dec-11
15112531504	Amendment	2015-Nov-25
16040829634	Amendment	2016-Apr-08
18032324595	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140802

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140802

Block

4

Status

Current by
14121140802

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140802

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140802

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829634

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829634

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829634

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531504

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
15112531504

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	CFHZE	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	11184	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140802
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531504

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040435720

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140845	Amendment	2014-Dec-11
15112531527	Amendment	2015-Nov-25
16040829641	Amendment	2016-Apr-08
18032324646	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121140845

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140845

Block

Status

4

Current by
14121140845

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140845

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140845

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829641

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829641

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829641

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531527

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
15112531527

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	CFHZI	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	11185	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140845
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Particulars

Block **Additional Information**

1	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.
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Status

Current By
15112531527

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040435988

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

13040512843	Amendment	2013-Apr-05
14121140855	Amendment	2014-Dec-11
15112531572	Amendment	2015-Nov-25
16040829695	Amendment	2016-Apr-08
18032324738	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140855

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140855

Block

Status

Search ID#: Z10422543

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140855

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140855

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140855

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829695

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829695

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829695

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531572

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
15112531572

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	CFHJZ	2006	ROBINSON/R44 II	AC - Aircraft Canada	Deleted By 13040512843

Search ID#: Z10422543

2	CFHZJ	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current By 13040512843
3	11186	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140855

Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531572

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436132

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140863	Amendment	2014-Dec-11
15112531626	Amendment	2015-Nov-25
16040829712	Amendment	2016-Apr-08
18032324755	Renewal	2018-Mar-23

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	AIRBORNE ENERGY SOLUTIONS LTD. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121140863
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Block

Status

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121140863
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Block

Status

4		Current by 14121140863
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Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140863

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140863

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829712

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829712

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829712

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531626

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
15112531626

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	CFHZK	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	11205	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140863
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Particulars

Block **Additional Information**

Status

1	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 15112531626
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436339

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140886	Amendment	2014-Dec-11
15112531655	Amendment	2015-Nov-25
16040829736	Amendment	2016-Apr-08
18032324834	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8C 7Z5

Status

Current

Block

2 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Status

Current by
14121140886

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140886

Block

4

Status

Current by
14121140886

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140886

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140886

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829736

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829736

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829736

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531655

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
15112531655

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	CFHZL	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	11240	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140886
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531655

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436574

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140917	Amendment	2014-Dec-11
15112531714	Amendment	2015-Nov-25
16040829774	Amendment	2016-Apr-08
18032324855	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140917

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140917

Block

4

Status

Current by
14121140917

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140917

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140917

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829774

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829774

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829774

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531714

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
15112531714

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	CFHZN	2006	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	11251	2006	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140917
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531714

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436694

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140929	Amendment	2014-Dec-11
15112531732	Amendment	2015-Nov-25
16040829797	Amendment	2016-Apr-08
18032324938	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140929

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140929

Block

4

Status

Current by
14121140929

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140929

Block

Status

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140929

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829797

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829797

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040829797

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112531732

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
15112531732

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	CFVAE	2002	RIBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10019	2002	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140929
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531732

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436765

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140935	Amendment	2014-Dec-11
15112531762	Amendment	2015-Nov-25
16040829805	Amendment	2016-Apr-08
18032324976	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121140935

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121140935

Block

Status

4

Current by
14121140935

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140935

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140935

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829805

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829805

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829805

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531762

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
15112531762

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	CGZXG	2004	ROBINSON/R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	10317	2004	ROBINSON R44 II	AC - Aircraft Canada	Current By 14121140935
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531762

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436897

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4
Inexact Match on: Debtor No: 9

Amendments to Registration

14121140957	Amendment	2014-Dec-11
15112531774	Amendment	2015-Nov-25
16040829844	Amendment	2016-Apr-08
18032325054	Renewal	2018-Mar-23

Debtor(s)

Block

1	LYNN'S HELICOPTER LEASING LTD. 101C, 11010 AIRPORT DRIVE GRANDE PRAIRIE, AB T8V 7Z5	Current
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Block

2	AIRBORNE ENERGY SOLUTIONS LTD. 3700, 400 THIRD AVENUE SW CALGARY, AB T2P 4H2	Current by 14121140957
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Block

3	AIR DALLAIRE LTD. 200, 9803-101 AVENUE GRANDE PRAIRIE, AB T8V 0X6	Current by 14121140957
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Block

4		Current by 14121140957
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Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140957

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140957

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829844

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829844

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829844

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531774

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
15112531774

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	CFIGL	2006	CESSNA/172R	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	17281270	2006	CESSNA 172R	AC - Aircraft Canada	Current By 14121140957
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531774

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040436970

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140966	Amendment	2014-Dec-11
15112531807	Amendment	2015-Nov-25
16040829877	Amendment	2016-Apr-08
18032325065	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140966

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140966

Block

4

Status

Current by
14121140966

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140966

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140966

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829877

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829877

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829877

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531807

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
15112531807

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	CGFXS	2000	CESSNA/172S	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	172S8358	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121140966
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Particulars

Block **Additional Information**

Status

1	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 15112531807
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040437141

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121140993	Amendment	2014-Dec-11
15112531870	Amendment	2015-Nov-25
16040829932	Amendment	2016-Apr-08
18032331286	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121140993

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140993

Block

4

Status

Current by
14121140993

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140993

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121140993

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829932

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829932

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829932

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531870

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
15112531870

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	CGAEN	2000	CESSNA/172S	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	172S8355	2000	CESSNA 172S	AC - Aircraft Canada	Current By 14121140993
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531870

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040437331

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121141012	Amendment	2014-Dec-11
15112531916	Amendment	2015-Nov-25
16040829995	Amendment	2016-Apr-08
18032332096	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
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

Status

Current by
14121141012

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141012

Block

4

Status

Current by
14121141012

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141012

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141012

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829995

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829995

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040829995

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531916

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
15112531916

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	CFARQ	1999	CESSNA/208B	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	208B0765	1999	CESSNA 208B	AC - Aircraft Canada	Current By 14121141012
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Particulars

Block **Additional Information**

Status

1	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 15112531916
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040437518

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121141031	Amendment	2014-Dec-11
15112531968	Amendment	2015-Nov-25
16040830016	Amendment	2016-Apr-08
18032332157	Renewal	2018-Mar-23

Debtor(s)

Block

1 LYNN'S HELICOPTER LEASING LTD.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8C 7Z5

Status

Current

Block

2 AIRBORNE ENERGY SOLUTIONS LTD.
3700, 400 THIRD AVENUE SW
CALGARY, AB T2P 4H2

Status

Current by
14121141031

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141031

Block

4

Status

Current by
14121141031

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141031

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141031

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830016

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830016

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830016

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112531968

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
15112531968

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	CGFYK	1976	CESSNA/U206F	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	U20603350	1976	CESSNA U206F	AC - Aircraft Canada	Current By 14121141031
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Particulars

Block **Additional Information**

1	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
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Status

Current By
15112531968

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040437656

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor

No: 4

Inexact Match on: Debtor

No: 9

Amendments to Registration

14121141053	Amendment	2014-Dec-11
15112532004	Amendment	2015-Nov-25
16040830046	Amendment	2016-Apr-08
18032332215	Renewal	2018-Mar-23

Debtor(s)

Block

Status

1 LYNN'S HELICOPTER LEASING 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
14121141053

Block

Status

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121141053

Block

Status

4

Current by
14121141053

Search ID#: Z10422543

OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

5 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141053

Block

6 GEMINI HELICOPTERS INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121141053

Block

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830046

Block

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830046

Block

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830046

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status

Deleted by
15112532004

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
15112532004

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	CFZHG	1972	PIPER NAVAJO/PA31	AC - Aircraft Canada	Current

Search ID#: Z10422543

2	31753	1972	PIPER NAVAJO PA-31	AC - Aircraft Canada	Current By 14121141053
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Particulars

Block **Additional Information**

1	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
---	---

Status

Current By
15112532004

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13040438008

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Apr-04

Registration Status: Current

Expiry Date: 2023-Apr-04 23:59:59

Exact Match on: Debtor No: 4

Inexact Match on: Debtor No: 9

Amendments to Registration

14121219959	Amendment	2014-Dec-12
15112532117	Amendment	2015-Nov-25
16040830073	Amendment	2016-Apr-08
18032332275	Renewal	2018-Mar-23

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

Status

Current by
14121219959

Block

3 AIR DALLAIRE LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121219959

Block

4

Status

Current by
14121219959

Search ID#: Z10422543

OPSMOBIL INC
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Block

Status

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121219959

Block

Status

6 810807 ALBERTA LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Current by
14121219959

Block

Status

7 OPSMOBIL CONSTRUCTION INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830073

Block

Status

8 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830073

Block

Status

9 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830073

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Deleted by
15112532117

Phone #: 780 538 8150 Fax #: 780 538 8164

Block

Status

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
181 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Current by
15112532117

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

Search ID#: Z10422543

2	17281007	2001	CESSNA 172R	AC - Aircraft Canada	Current By 14121219959
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Particulars

Block **Additional Information**

1	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
---	---

Status

Current By
15112532117

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 4

Inexact Match on: Debtor

No: 10

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#: Z10422543

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#: Z10422543

9 OPSMOBIL ENERGY SERVICES INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current by
16040830087

Block

10 OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Status

Current by
16040830087

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
15112532149

Block

2 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Status

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#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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

Search ID#: Z10422543

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
Search Results Report**

Search ID#: Z10422543

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#: Z10422543

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#: Z10422543

- | | | |
|---|--|---------|
| 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 | Current |
|---|--|---------|

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

- | | | |
|---|---|---------------------------|
| 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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 4

Inexact Match on: Debtor

No: 10

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#: Z10422543

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

Status

Current by
14121134212

Block

3 AIR DALLAIRE LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121134212

Block

4 OPSMOBIL INC.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121134212

Block

5 LYNN S HELICOPTER LEASING LTD.
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121134212

Block

6 810807 ALBERTA LTD
200, 9803-101 AVENUE
GRANDE PRAIRIE, AB T8V 0X6

Status

Current by
14121134212

Block

7 D.F. CAPITAL LTD.
3200, 10180 - 101 ST NW
EDMONTON, AB T5J 3W8

Status

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

Search ID#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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
Search Results Report**

Search ID#: Z10422543

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#: Z10422543

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

**Personal Property Registry
Search Results Report**

Search ID#: Z10422543

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#: Z10422543

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#: Z10422543

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#: Z10422543

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#: Z10422543

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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 13110535953

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Nov-05

Registration Status: Current

Expiry Date: 2018-Nov-05 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

13111833334

Amendment

2013-Nov-18

Debtor(s)

Block

Status

1 OPSMOBIL INC.
101C, 11010 AIRPORT DRIVE
GRANDE PRAIRIE, AB T8V 7Z5

Current

Secured Party / Parties

Block

Status

1 D.F. CAPITAL LTD.
5289 WILLIAM HEAD ROAD
VICTORIA, BC V9C 4H5

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	1438	1981	EUROCOPTER AS350FX2	AC - Aircraft Canada	Current
2	CFXLD	1981	EUROCOPTER AS350FX2	AC - Aircraft Canada	Current
3	2454	1991	EUROCOPTER AS350B2	AC - Aircraft Canada	Current
4	CFLTA	1991	EUROCOPTER AS350B2	AC - Aircraft Canada	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
--------------	--------------------	---------------

Search ID#: Z10422543

- 1 ONE 1981 EUROCOPTER MODEL AS350FX2 HELICOPTER, SERIAL NUMBER 1438, TRANSPORT CANADA REGISTRATION NUMBER C-FXLD, TOGETHER WITH ALL ENGINES, ROTORS, AVIONICS, ACCESSORIES, PARTS, ADDITIONS, ATTACHMENTS, ACCESSIONS, REPLACEMENTS OR SUBSTITUTIONS WHICH ARE OR MAY HEREAFTER BE ATTACHED THERETO AND ALL BOOKS, RECORDS AND DOCUMENTS RELATING THERETO; ANY MONIES AND CLAIMS FOR MONIES DUE OR TO BECOME DUE UNDER ANY POLICY OF INSURANCE WITH RESPECT TO THE PROPERTY REFERRED TO ABOVE, INCLUDING ANY ASSIGNMENTS OF MONIES OWING THEREUNDER; ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE PROPERTY REFREED TO ABOVE.
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

Deleted By
13111833334
- 2 ONE 1991 EUROCOPTER MODEL AS350B2 HELICOPTER, SERIAL NUMBER 2454, TRANSPORT CANADA REGISTRATION NUMBER C-FLTA, TOGETHER WITH ALL ENGINES, ROTORS, AVIONICS, ACCESSORIES, PARTS, ADDITIONS, ATTACHMENTS, ACCESSIONS, REPLACEMENTS OR SUBSTITUTIONS WHICH ARE OR MAY HEREAFTER BE ATTACHED THERETO AND ALL BOOKS, RECORDS AND DOCUMENTS RELATING THERETO; ANY MONIES AND CLAIMS FOR MONIES DUE OR TO BECOME DUE UNDER ANY POLICY OF INSURANCE WITH RESPECT TO THE PROPERTY REFERRED TO ABOVE, INCLUDING ANY ASSIGNMENTS OF MONIES OWING THEREUNDER; ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE PROPERTY REFREED TO ABOVE.
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

Deleted By
13111833334
- 3 ONE 1981 EUROCOPTER MODEL AS350BA/FX2 HELICOPTER, SERIAL NUMBER 1438, TRANSPORT CANADA REGISTRATION NUMBER C-FXLD; AND ENGINE HONEYWELL LTS101-700D2, SERIAL NUMBER LE43432C; TOGETHER WITH ALL ENGINES, ROTORS, AVIONICS, ACCESSORIES, PARTS, ADDITIONS, ATTACHMENTS, ACCESSIONS, REPLACEMENTS OR SUBSTITUTIONS WHICH ARE OR MAY HEREAFTER
BE ATTACHED THERETO AND ALL BOOKS, RECORDS AND DOCUMENTS RELATING THERETO; ANY MONIES AND CLAIMS FOR MONIES DUE OR TO BECOME DUE UNDER ANY POLICY OF INSURANCE WITH RESPECT TO THE PROPERTY REFERRED TO ABOVE
INCLUDING ANY ASSIGNMENTS OF MONIES OWING THEREUNDER; ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE PROPERTY REFREED TO
ABOVE.
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

Current By
13111833334

Search ID#: Z10422543

- | | | |
|---|---|-----------------------------------|
| 4 | <p>ONE 1991 EUROCOPTER MODEL AS350B2 HELICOPTER, SERIAL NUMBER 2454, TRANSPORT CANADA REGISTRATION NUMBER C-FLTA; ENGINE TURBOMECA ARRIEL 1D1, SERIAL NUMBER 19049; TOGETHER WITH ALL ENGINES ROTORS, AVIONICS, ACCESSORIES, PARTS, ADDITIONS, ATTACHMENTS, ACCESSIONS, REPLACEMENTS OR SUBSTITUTIONS WHICH ARE OR MAY HEREAFTER BE ATTACHED THERETO AND ALL BOOKS, RECORDS AND DOCUMENTS RELATING THERETO; ANY MONIES AND CLAIMS FOR MONIES DUE OR TO BECOME DUE UNDER ANY POLICY OF INSURANCE WITH RESPECT TO THE PROPERTY REFERRED TO ABOVE INCLUDING ANY ASSIGNMENTS OF MONIES OWING THEREUNDER; ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE PROPERTY REFERRED TO ABOVE.</p> <p>PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.</p> | <p>Current By
13111833334</p> |
|---|---|-----------------------------------|

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 2

Amendments to Registration

14032723713

Amendment

2014-Mar-27

18050307387

Amendment

2018-May-03

Debtor(s)

Block

1 OPSMOBIL INC.
10913 123 STREET
GRAND PRAIRIE, AB T8V 7Z3

Status

Deleted by
14032723713

Block

2 OPSMOBIL INC.
10913 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Status

Current by
14032723713

Secured Party / Parties

Block

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Status

Current

Block

2 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Status

Current

Block

Status

Search ID#: Z10422543

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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

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: Debtor

No: 2

Amendments to Registration

14032723743

Amendment

2014-Mar-27

18050307876

Amendment

2018-May-03

Debtor(s)

Block

1 OPSMOBIL INC.
10913 123 STREET
GRAND PRAIRIE, AB T8V 7Z3

Status

Deleted by
14032723743

Block

2 OPSMOBIL INC.
10913 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Status

Current by
14032723743

Secured Party / Parties

Block

1 GEMINI HELICOPTERS INC.
280 - 700 6TH AVENUE SW
CALGARY, AB T2P 0T8

Status

Current

Block

2 ELEMENT FINANCIAL CORPORATION
161 BAY STREET, SUITE 4600
TORONTO, ON M5J 2S1

Status

Current

Block

Status

Search ID#: Z10422543

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#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14100121270

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-01

Registration Status: Current

Expiry Date: 2019-Oct-01 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1FT8W3D66FEA43318	2015	FORD F-350	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14100725957

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-07

Registration Status: Current

Expiry Date: 2019-Oct-07 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	1FT8W3D66FEA43318	2015	FORD F-350	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14100826085

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-08

Registration Status: Current

Expiry Date: 2019-Oct-08 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties**Block****Status**

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1C4NJDCB1ED835628	2014	JEEP COMPASS	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14101410777

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-14

Registration Status: Current

Expiry Date: 2018-Oct-14 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT9EG279589	2014	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14101411137

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-14

Registration Status: Current

Expiry Date: 2018-Oct-14 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT5EG279590	2014	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14101532074

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-15

Registration Status: Current

Expiry Date: 2019-Oct-15 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	1FTFW1ET4EFC77790	2014	FORD F-150	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14101532159

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Oct-15

Registration Status: Current

Expiry Date: 2019-Oct-15 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

Block

		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1FTFW1ET6EFC77791	2014	FORD F-150	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14110418694

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Nov-04

Registration Status: Current

Expiry Date: 2018-Nov-04 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	5GAKVDED7CJ233354	2012	BUICK ENCLAVE	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14120223237

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-02

Registration Status: Current

Expiry Date: 2018-Dec-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties**Block****Status**

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1C6RR7MT0ES158545	2014	DODGE RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14120223508

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-02

Registration Status: Current

Expiry Date: 2018-Dec-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1C6RR7MT6ES158548	2014	DODGE RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14120224867

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-02

Registration Status: Current

Expiry Date: 2018-Dec-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5CT8EG144184	2014	DODGE RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14123106489

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-31

Registration Status: Current

Expiry Date: 2018-Dec-31 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties**Block****Status**

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C7WDNFL3CG122884	2012	DODGE RAM 5500 HD CHASSIS	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 14123106533

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-31

Registration Status: Current

Expiry Date: 2018-Dec-31 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C7WDNFXCG349392	2012	DODGE RAM 5500 HD CHASSIS	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15010730644

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-07

Registration Status: Current

Expiry Date: 2021-Jan-07 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
200 - 9803 101 AVENUE
GRANDE PRAIRIE, AB T8V0X6

Current

Secured Party / Parties

Block

Status

1 ROYNAT INC.
SUITE 1500, 4710 KINGSWAY ST.
BURNABY, BC V5H4M2

Current

Collateral: General

Block

Description

Status

1 WALL SYSTEM(S), FURNITURE SYSTEM(S) WORK STATION(S), OFFICE FURNITURE,
FILE(S), CABINET(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15010910971

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-09

Registration Status: Current

Expiry Date: 2019-Jan-09 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1GT120CG5EF143604	2014	GMC SIERRA 2500HD	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15011620794

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-16

Registration Status: Current

Expiry Date: 2019-Jan-16 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C6TR5DT8FG521709	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15011620879

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jan-16

Registration Status: Current

Expiry Date: 2019-Jan-16 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block**

		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties**Block**

		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1GKS2GKC9FR292808	2015	GMC YUKON XL 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15021023873

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Feb-10

Registration Status: Current

Expiry Date: 2020-Feb-10 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPS MOBIL INC.
10931 123 STREET
GRANDE PRAIRIE, AB T9V 7Z3

Current

Secured Party / Parties

Block

Status

1 RILPA ENTERPRISES LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Current

Collateral: General

Block

Description

Status

Search ID#: Z10422543

1	ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PROPERTY, ASSETS AND UNDERTAKING, INCLUDING WITHOUT LIMITATION ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, AND ALL PRESENT AND AFTER-ACQUIRED REAL, IMMOVEABLE AND LEASEHOLD PROPERTY. ALL ACCOUNTS, INSTRUMENTS, DEBTS, CHATTEL PAPER WHICH ARE NOW DUE, OWING OR ACCRUING DUE, OR WHICH MAY BE HEREAFTER BECOME DUE, OWING OR ACCRUING DUE, TO THE DEBTOR, TOGETHER WITH ALL RECORDS (WHETHER IN WRITING OR NOT) AND OTHER DOCUMENTS OF ANY KIND WHICH IN ANY WAY EVIDENCE OR RELATE TO ANY OR ALL OF THE ACCOUNTS, INSTRUMENTS, DEBTS OR CHATTEL PAPER. ALL PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE FOREGOING CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME.) ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR ANY OF THE FOREGOING PERSONAL PROPERTY TAKEN, DESTROYED OR DAMAGES, AND PROCEEDS OF SUCH TAKING, DESTRUCTION OR DAMAGE INCLUDING, WITHOUT LIMITATION, REPLACEMENT OR SUBSTITUTE PERSONAL PROPERTY ACQUIRED WITH SUCH PROCEEDS, WHETHER OR NOT OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL PROPERTY.	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15021110694

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Feb-11

Registration Status: Current

Expiry Date: 2019-Feb-11 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C6TR5DT6FG514385	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15021111067

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Feb-11

Registration Status: Current

Expiry Date: 2019-Feb-11 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT4FG521707	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15021128925

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Feb-11

Registration Status: Current

Expiry Date: 2019-Feb-11 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C6TR5DT6FG521708	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15030323508

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-03

Registration Status: Current

Expiry Date: 2019-Mar-03 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C7WRNFL5DG555366	2013	DODGE RAM 5500 HD CHASSIS	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032514234

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C6TR5DT8FG571008	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032514352

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties**Block****Status**

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DTXFG571009	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032514362

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT6FG571010	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032514488

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT9FG601214	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032523263

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	2C4RDGBGXER473321	2014	DODGE GRAND CARAVAN	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15032523486

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2019-Mar-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	2C4RDGBG6FR518966	2015	DODGE GRAND CARAVAN	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15040222162

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-02

Registration Status: Current

Expiry Date: 2019-Apr-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C6TR5DT8FG571011	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15040222532

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-02

Registration Status: Current

Expiry Date: 2019-Apr-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties**Block****Status**

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1C6RR7LT1FS562893	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15040223033

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-02

Registration Status: Current

Expiry Date: 2019-Apr-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	2C4RDGBG4FR679395	2015	DODGE GRAND CARAVAN	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15040223073

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-02

Registration Status: Current

Expiry Date: 2019-Apr-02 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
---	--	---------

Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6RR7KTXFG533059	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15042325132

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-23

Registration Status: Current

Expiry Date: 2019-Apr-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	YV4902RM4F2720159	2015	VOLVO XC60	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15042827409

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-28

Registration Status: Current

Expiry Date: 2019-Apr-28 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
---	--	---------

Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT0FG601215	2015	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15052237887

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-May-22

Registration Status: Current

Expiry Date: 2019-May-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	2C4RDGBG7FR566203	2015	DODGE GRAND CARAVAN	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15052238093

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-May-22

Registration Status: Current

Expiry Date: 2020-May-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	1C6RR7MT3FS503715	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15052238211

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-May-22

Registration Status: Current

Expiry Date: 2020-May-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties**Block****Status**

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	1C6RR7MT8FS506657	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15052238363

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-May-22

Registration Status: Current

Expiry Date: 2020-May-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Status

Current

Secured Party / Parties

Block

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

Status

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	1C6RR7MTXFS595633	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15061017753

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jun-10

Registration Status: Current

Expiry Date: 2019-Jun-10 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3C63R3GT3DG582382	2013	DODGE RAM 3500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15070319247

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jul-03

Registration Status: Current

Expiry Date: 2020-Jul-03 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

15070605087

Amendment

2015-Jul-06

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 D.F. CAPITAL LTD.
5289 WILLIAM HEAD ROAD
VICTORIA, BC V9C 4H5

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	CFXND	1981	EUROCOPTER AS350BA/FX2	AC - Aircraft Canada	Deleted By 15070605087
2	2168	1981	EUROCOPTER AS350BA/FX2	AC - Aircraft Canada	Deleted By 15070605087
3	CFXND	1989	EUROCOPTER AS350BA/FX2	AC - Aircraft Canada	Current By 15070605087
4	2168	1989	EUROCOPTER AS350BA/FX2	AC - Aircraft Canada	Current By 15070605087

Search ID#: Z10422543

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE 1981 EUROCOPTER MODEL AS350BA/FX2 HELICOPTER, SERIAL NUMBER 2168, REGISTERED IN CANADA UNDER CANADIAN REGISTRATION C-FXND, COMPLETE WITH ONE HONEYWELL LTS101-700D2 ENGINE, SERIAL NUMBER LE-43433C, AND ALL ROTORS, APPLIANCES, COMPONENTS, ACCESSORIES, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT, AUXILIARY POWER UNITS, MODULES, PARTS, APPURTENANCES, ACCESSORIES, FURNISHINGS OR OTHER EQUIPMENT OF ANY KIND THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME OR ANY ENGINES THAT MAY BE DETACHED FROM THE AFORESAID HELICOPTER, SPARE PARTS, AVIATION EQUIPMENT AND ALL MANUALS, CATALOGUES, REPORTS, LISTS, LOGS SPECIFICATIONS AND TECHNICAL RECORDS IN RESPECT OF THE FOREGOING HELICOPTER AND COLLATERAL, AND ALSO INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL GOODS, PARTS AND HELICOPTER EQUIPMENT REQUIRED FOR OR RESULTANT FROM THE HELICOPTER BEING UPGRADED TO AN AS350BA MODEL WITH FX2 UPGRADE PACKAGE.	Deleted By 15070605087
2	ONE 1989 EUROCOPTER MODEL AS350BA/FX2 HELICOPTER, SERIAL NUMBER 2168, REGISTERED IN CANADA UNDER CANADIAN REGISTRATION C-FXND, COMPLETE WITH ONE HONEYWELL LTS101-700D2 ENGINE, SERIAL NUMBER LE-43433C, AND ALL ROTORS, APPLIANCES, COMPONENTS, ACCESSORIES, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT, AUXILIARY POWER UNITS, MODULES, PARTS, APPURTENANCES, ACCESSORIES, FURNISHINGS OR OTHER EQUIPMENT OF ANY KIND THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME OR ANY ENGINES THAT MAY BE DETACHED FROM THE AFORESAID HELICOPTER, SPARE PARTS, AVIATION EQUIPMENT AND ALL MANUALS, CATALOGUES, REPORTS, LISTS, LOGS SPECIFICATIONS AND TECHNICAL RECORDS IN RESPECT OF THE FOREGOING HELICOPTER AND COLLATERAL, AND ALSO INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL GOODS, PARTS AND HELICOPTER EQUIPMENT REQUIRED FOR OR RESULTANT FROM THE HELICOPTER BEING UPGRADED TO AN AS350BA MODEL WITH FX2 UPGRADE PACKAGE.	Current By 15070605087

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15072212127

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jul-22

Registration Status: Current

Expiry Date: 2019-Jul-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
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Secured Party / Parties

Block

Status

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	3C6TR5DT4EG319254	2014	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15072322859

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jul-23

Registration Status: Current

Expiry Date: 2019-Jul-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 3C6TR5DT4FG601217 2015 RAM 2500 MV - Motor Vehicle

Current

Collateral: General

Block

Description

Status

1 COLLATERAL CLASSIFICATION: EQUIPMENT

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15072322769

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jul-23

Registration Status: Current

Expiry Date: 2019-Jul-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	1GKS2CKJ3FR626435	2015	GMC YUKON	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081038221

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-10

Registration Status: Current

Expiry Date: 2020-Aug-10 23:59:59

Exact Match on: Debtor

No: 1

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 OPSMOBIL INC.
10014 - 99 STREET, SUITE 510
GRAND PRAIRIE, AB T8V 3N4

Current

Block

Status

2 OPSMOBIL INC.
815 - 8 AVENUE SW, SUITE 1200
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 ESSENTIAL TURBINES INC.
443 MELOCHE STREET
DORVAL, QC H9P 2W2

Current

Collateral: General

Block

Description

Status

1 C20B Turbine Assembly Engine, S/N CAT-31619P, Part Number 23038241

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081214125

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-12

Registration Status: Current

Expiry Date: 2022-Aug-12 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081128755

Renewal

2017-Aug-11

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 CLASSIC HELICOPTERS LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Status

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	CFHAU	1993	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	Current
2	2778	1993	AIRFRAME	AC - Aircraft Canada	Current
3	LE46044C	1	ENGINE	AC - Aircraft Canada	Current
4	31738	1	MR BLADE	AC - Aircraft Canada	Current
5	31730	1	MR BLADE	AC - Aircraft Canada	Current
6	31727	1	MR BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	FX12168	1	ANTIVIBRATOR	AC - Aircraft Canada	Current
8	M26596	1	SLEEVE	AC - Aircraft Canada	Current
9	M26554	1	SLEEVE	AC - Aircraft Canada	Current
10	M26581	1	SLEEVE	AC - Aircraft Canada	Current
11	M9799	1	SLEEVE	AC - Aircraft Canada	Current
12	M25699	1	SLEEVE	AC - Aircraft Canada	Current
13	M3750	1	PITCH HORN	AC - Aircraft Canada	Current
14	M3788	1	PITCH HORN	AC - Aircraft Canada	Current
15	10561	1	BEARING	AC - Aircraft Canada	Current
16	10586	1	BEARING	AC - Aircraft Canada	Current
17	10604	1	BEARING	AC - Aircraft Canada	Current
18	M6618	1	STARFLEX	AC - Aircraft Canada	Current
19	M311	1	MR SHAFT ASSY	AC - Aircraft Canada	Current
20	M6150	1	MR SHAFT	AC - Aircraft Canada	Current
21	NR9467	1	SWASHPLATE	AC - Aircraft Canada	Current
22	UNK	1	NON ROTATING STAR	AC - Aircraft Canada	Current
23	RS1039	1	ROTATING STAR	AC - Aircraft Canada	Current
24	M1268	1	EPICYCLIC	AC - Aircraft Canada	Current
25	ZF1538	1	PLANET CAGE	AC - Aircraft Canada	Current
26	ZF14004	1	PLANET GEAR	AC - Aircraft Canada	Current
27	ZF14020	1	PLANET GEAR	AC - Aircraft Canada	Current
28	ZF14088	1	PLANET GEAR	AC - Aircraft Canada	Current
29	ZF14109	1	PLANET GEAR	AC - Aircraft Canada	Current
30	ZF14135	1	PLANET GEAR	AC - Aircraft Canada	Current
31	MAP272	1	GEAR BOX	AC - Aircraft Canada	Current
32	M2610	1	OIL PUMP	AC - Aircraft Canada	Current
33	HJ93	1	HYDRAULIC PUMP	AC - Aircraft Canada	Current
34	919	1	SERVO	AC - Aircraft Canada	Current
35	1534	1	SERVO	AC - Aircraft Canada	Current
36	1843	1	SERVO	AC - Aircraft Canada	Current
37	BY026	1	SERVO TR	AC - Aircraft Canada	Current
38	M2265	1	TR DRIVESHAFT	AC - Aircraft Canada	Current
39	MA0896	1	TR GEAR BOX	AC - Aircraft Canada	Current
40	L12437	1	PIMION GEAR	AC - Aircraft Canada	Current

Search ID#: Z10422543

41	L10829	1	BEVEL WHEEL	AC - Aircraft Canada	Current
42	MA1657	1	TR MAIN CASE	AC - Aircraft Canada	Current
43	MA18757	1	CONTROL LEVER	AC - Aircraft Canada	Current
44	M770	1	SPIDER ASSY	AC - Aircraft Canada	Current
45	NR5248	1	BEARING SPIDER	AC - Aircraft Canada	Current
46	16176	1	TR BLADE	AC - Aircraft Canada	Current
47	218	1	CARGO HOOK	AC - Aircraft Canada	Current
48	1329	1	GENERATOR	AC - Aircraft Canada	Current
49	W85C005	1	AGB MODULE	AC - Aircraft Canada	Current
50	W82D034	1	GP MODULE	AC - Aircraft Canada	Current
51	99S07020510	1	GP DISC	AC - Aircraft Canada	Current
52	31365100117	1	PLATE	AC - Aircraft Canada	Current
53	991903301156	1	GP SPACER	AC - Aircraft Canada	Current
54	70644913018	1	AXIAL	AC - Aircraft Canada	Current
55	85A025	1	COMPRESSOR	AC - Aircraft Canada	Current
56	22016500099	1	IMPELLER	AC - Aircraft Canada	Current
57	62025600079	1	NOZZLE	AC - Aircraft Canada	Current
58	SC17080	1	ROTOR	AC - Aircraft Canada	Current
59	0AFP286	1	FUEL PUMP	AC - Aircraft Canada	Current
60	323766	1	FUEL CONTROL	AC - Aircraft Canada	Current
61	31108	1	GOVERNOR	AC - Aircraft Canada	Current
62	86010097	1	SENSOR	AC - Aircraft Canada	Current
63	1444	1	OS VALVE	AC - Aircraft Canada	Current
64	1525	1	MODULATOR	AC - Aircraft Canada	Current
65	1ZM02535	1	MANIFOLD	AC - Aircraft Canada	Current
66	B238	1	OIL PUMP	AC - Aircraft Canada	Current
67	M12355	1	SLEEVE	AC - Aircraft Canada	Current
68	M3762	1	PITCH HORN	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1 True Lease Agreement between Classic Helicopter Ltd., as Lessor, and Opsmobil Inc., as Lessee, effective July 31, 2015 of a Eurocopter Helicopter, Model AS350BA-FX2, Airframe Serial Number 2778, registered in Canada under Canadian Registration C-FHAU, Engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46044C, complete with all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Security Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific property as more properly described in such True Lease Agreement.

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081214234

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-12

Registration Status: Current

Expiry Date: 2022-Aug-12 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081128491

Renewal

2017-Aug-11

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 CLASSIC HELICOPTERS LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Status

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	CFHAK	1982	EUROCOPTER AS350BA	AC - Aircraft Canada	Current
2	1545	1982	AIRFRAME	AC - Aircraft Canada	Current
3	LE43492C	1	ENGINE	AC - Aircraft Canada	Current
4	29280	1	MR BLADE	AC - Aircraft Canada	Current
5	29256	1	MR BLADE	AC - Aircraft Canada	Current
6	29275	1	MR BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	9962	1	ANTIVIBRATOR	AC - Aircraft Canada	Current
8	M28681	1	SLEEVE	AC - Aircraft Canada	Current
9	M28748	1	SLEEVE	AC - Aircraft Canada	Current
10	M29198	1	SLEEVE	AC - Aircraft Canada	Current
11	M28590	1	SLEEVE	AC - Aircraft Canada	Current
12	M28755	1	SLEEVE	AC - Aircraft Canada	Current
13	M28917	1	SLEEVE	AC - Aircraft Canada	Current
14	M3975	1	PITCH HORN	AC - Aircraft Canada	Current
15	M3986	1	PITCH HORN	AC - Aircraft Canada	Current
16	M3991	1	PITCH HORN	AC - Aircraft Canada	Current
17	LK14173	1	BEARING	AC - Aircraft Canada	Current
18	LK14320	1	BEARING	AC - Aircraft Canada	Current
19	M4522	1	STARFLEX	AC - Aircraft Canada	Current
20	M1173	1	MR SHAFT	AC - Aircraft Canada	Current
21	M1076	1	MR MAST	AC - Aircraft Canada	Current
22	NR9262	1	SWASHPLATE	AC - Aircraft Canada	Current
23	M474	1	NON ROTATING STAR	AC - Aircraft Canada	Current
24	S699	1	ROTATING STAR	AC - Aircraft Canada	Current
25	M601	1	EPICYCLIC	AC - Aircraft Canada	Current
26	ZF826	1	PLANET CAGE	AC - Aircraft Canada	Current
27	L21872	1	PLANET GEAR	AC - Aircraft Canada	Current
28	L21820	1	PLANET GEAR	AC - Aircraft Canada	Current
29	ZF21708	1	PLANET GEAR	AC - Aircraft Canada	Current
30	ZF21716	1	PLANET GEAR	AC - Aircraft Canada	Current
31	L21883	1	PLANET GEAR	AC - Aircraft Canada	Current
32	M1064	1	GEAR BOX	AC - Aircraft Canada	Current
33	M152	1	OIL PUMP	AC - Aircraft Canada	Current
34	A10497	1	HYDRAULIC	AC - Aircraft Canada	Current
35	ECX121	1	SERVO	AC - Aircraft Canada	Current
36	CD063	1	SERVO	AC - Aircraft Canada	Current
37	EL163	1	SERVO	AC - Aircraft Canada	Current
38	CE627	1	SERVO TR	AC - Aircraft Canada	Current
39	M2254	1	TR DRIVE SHAFT	AC - Aircraft Canada	Current
40	M684	1	TR GEARBOX	AC - Aircraft Canada	Current

Search ID#: Z10422543

41	ZF6766	1	PINION GEAR	AC - Aircraft Canada	Current
42	MA1247	1	BEVEL WHEEL	AC - Aircraft Canada	Current
43	M743	1	TR MAIN CASE	AC - Aircraft Canada	Current
44	MA05020	1	CONTROL LEVER	AC - Aircraft Canada	Current
45	MA1625	1	SPIDER ASSY	AC - Aircraft Canada	Current
46	NR594	1	BEARING SPIDER	AC - Aircraft Canada	Current
47	15523	1	TR BLADE	AC - Aircraft Canada	Current
48	1588	1	CARGO HOOK	AC - Aircraft Canada	Current
49	21161	1	GENERATOR	AC - Aircraft Canada	Current
50	W81L027	1	AGB MODULE	AC - Aircraft Canada	Current
51	W81L016	1	GP MODULE	AC - Aircraft Canada	Current
52	71365105016	1	GP DISC	AC - Aircraft Canada	Current
53	981365100288	1	PLATE	AC - Aircraft Canada	Current
54	SC31414	1	GP SPACER	AC - Aircraft Canada	Current
55	060644912594HZ	1	AXIAL	AC - Aircraft Canada	Current
56	84D041	1	COMPRESSOR	AC - Aircraft Canada	Current
57	62016500019	1	IMPELLER	AC - Aircraft Canada	Current
58	10402300190	1	NOZZEL	AC - Aircraft Canada	Current
59	71365100752	1	ROTOR	AC - Aircraft Canada	Current
60	4AFP254	1	FUEL PUMP	AC - Aircraft Canada	Current
61	330675	1	FUEL CONTROL	AC - Aircraft Canada	Current
62	28568	1	GOVERNOR	AC - Aircraft Canada	Current
63	85110014	1	SENSOR	AC - Aircraft Canada	Current
64	30062	1	OS LIMITER	AC - Aircraft Canada	Current
65	2011	1	MODULATOR	AC - Aircraft Canada	Current
66	1ZJ04777	1	MANIFOLD	AC - Aircraft Canada	Current
67	LA202	1	OIL PUMP	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1	True Lease Agreement between Classic Helicopters Ltd., as Lessor, and Opsmobil Inc., as Lessee, effective July 31, 2015, of a Eurocopter Helicopter, Model AS350BA, Airframe Serial Number 1545, registered in Canada under Canadian Registration C-FHAK, Engine LTS101-600A3 P/N 4-001-000-31 S/N LE-43492C, complete with all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Security Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Lease Agreement.	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081220891

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-12

Registration Status: Current

Expiry Date: 2022-Aug-12 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081128669

Renewal

2017-Aug-11

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 CLASSIC HELICOPTERS INC.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Status

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	CFHAP	2000	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	Current
2	3292	2000	AIRFRAME	AC - Aircraft Canada	Current
3	LE45117C	1	ENGINE	AC - Aircraft Canada	Current
4	25172	1	M/R BLADE	AC - Aircraft Canada	Current
5	25181	1	M/R BLADE	AC - Aircraft Canada	Current
6	3098	1	M/R BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	FX1548	1	ANTIVIBRATOR	AC - Aircraft Canada	Current
8	M28211	1	SLEEVE	AC - Aircraft Canada	Current
9	M28510	1	SLEEVE	AC - Aircraft Canada	Current
10	M28353	1	SLEEVE	AC - Aircraft Canada	Current
11	M28666	1	SLEEVE	AC - Aircraft Canada	Current
12	M28552	1	SLEEVE	AC - Aircraft Canada	Current
13	M28380	1	SLEEVE	AC - Aircraft Canada	Current
14	M4047	1	PITCH HORN	AC - Aircraft Canada	Current
15	M4061	1	PITCH HORN	AC - Aircraft Canada	Current
16	M4108	1	PITCH HORN	AC - Aircraft Canada	Current
17	12679	1	BEARING	AC - Aircraft Canada	Current
18	12932	1	BEARING	AC - Aircraft Canada	Current
19	12693	1	BEARING	AC - Aircraft Canada	Current
20	M6881	1	STARFLEX	AC - Aircraft Canada	Current
21	M1359	1	MR SHAFT ASSY	AC - Aircraft Canada	Current
22	M5277	1	MR SHAFT	AC - Aircraft Canada	Current
23	NR7035	1	SWASHPLATE	AC - Aircraft Canada	Current
24	S897	1	NON ROTATING STAR	AC - Aircraft Canada	Current
25	S764	1	ROTATING STAR	AC - Aircraft Canada	Current
26	M196	1	EPICYCLIC	AC - Aircraft Canada	Current
27	CUR01490	1	PLANET CAGE	AC - Aircraft Canada	Current
28	ZF4802	1	PLANET GEAR	AC - Aircraft Canada	Current
29	ZF5127	1	PLANET GEAR	AC - Aircraft Canada	Current
30	ZF5510	1	PLANET GEAR	AC - Aircraft Canada	Current
31	ZF5732	1	PLANET GEAR	AC - Aircraft Canada	Current
32	ZF2802	1	PLANET GEAR	AC - Aircraft Canada	Current
33	M1334	1	GEAR BOX	AC - Aircraft Canada	Current
34	M1375	1	OIL PUMP	AC - Aircraft Canada	Current
35	LLP473	1	HYDRAULIC PUMP	AC - Aircraft Canada	Current
36	MN192	1	SERVO	AC - Aircraft Canada	Current
37	DB281	1	SERVO	AC - Aircraft Canada	Current
38	DG355	1	SERVO	AC - Aircraft Canada	Current
39	ME008	1	SERVO TR	AC - Aircraft Canada	Current
40	M2176	1	TR DRIVESHAFT	AC - Aircraft Canada	Current

Search ID#: Z10422543

41	MA0290	1	TR GEAR BOX	AC - Aircraft Canada	Current
42	L12435	1	PINION GEAR	AC - Aircraft Canada	Current
43	L10857	1	BEVEL WHEEL	AC - Aircraft Canada	Current
44	MA1788	1	TR MAIN CASE	AC - Aircraft Canada	Current
45	MA69827	1	CONTROL LEVER	AC - Aircraft Canada	Current
46	MA0865	1	SPIDER ASSY	AC - Aircraft Canada	Current
47	NR5128	1	BEARING SPIDER	AC - Aircraft Canada	Current
48	8851	1	TR BLADE	AC - Aircraft Canada	Current
49	628	1	CARGO HOOK	AC - Aircraft Canada	Current
50	10648	1	GENERATOR	AC - Aircraft Canada	Current
51	W82K009	1	AGB MODULE	AC - Aircraft Canada	Current
52	04S070201618	1	GP DISC	AC - Aircraft Canada	Current
53	41365105781	1	PLATE	AC - Aircraft Canada	Current
54	51903312817	1	GP SPACER	AC - Aircraft Canada	Current
55	50644911991	1	AXIAL	AC - Aircraft Canada	Current
56	52498000005	1	COMPRESSOR	AC - Aircraft Canada	Current
57	4016500077	1	IMPELLER	AC - Aircraft Canada	Current
58	10402300103	1	NOZZLE	AC - Aircraft Canada	Current
59	5136510078	1	ROTOR	AC - Aircraft Canada	Current
60	4AFP1131B	1	FUEL PUMP	AC - Aircraft Canada	Current
61	84180019	1	FUEL CONTROL	AC - Aircraft Canada	Current
62	844900100	1	GOVERNOR	AC - Aircraft Canada	Current
63	86370130	1	SENSOR	AC - Aircraft Canada	Current
64	780	1	OS LIMITER	AC - Aircraft Canada	Current
65	560	1	MODULATOR	AC - Aircraft Canada	Current
66	1YK07487	1	MANIFOLD	AC - Aircraft Canada	Current
67	LA309	1	OIL PUMP	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1	True Lease Agreement between Classic Helicopters Ltd., as Lessor, and Opsmobil Inc., as Lessee, effective July 31, 2015 of a Eurocopter Helicopter, Model AS350BA-FX2, Airframe Serial Number 3292, registered in Canada under Canadian Registration C-FHAP, Engine LTS101-700D2 P/N 4-001-000-33 S/N LE-45117C, complete with all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as defined in the Personal Property Security Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Lease Agreement.	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081221045

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-12

Registration Status: Current

Expiry Date: 2022-Aug-12 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081129117

Renewal

2017-Aug-11

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 CLASSIC HELICOPTERS LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Status

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	CFXEJ	1978	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	Current
2	1031	1978	AIRFRAME	AC - Aircraft Canada	Current
3	LE46171C	1	ENGINE	AC - Aircraft Canada	Current
4	6348	1	MR BLADE	AC - Aircraft Canada	Current
5	6774	1	MR BLADE	AC - Aircraft Canada	Current
6	26119	1	MR BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	TP1388	1	ANTIVIBRATOR	AC - Aircraft Canada	Current
8	M25168	1	SLEEVE	AC - Aircraft Canada	Current
9	M25908	1	SLEEVE	AC - Aircraft Canada	Current
10	M25991	1	SLEEVE	AC - Aircraft Canada	Current
11	M25371	1	SLEEVE	AC - Aircraft Canada	Current
12	M25644	1	SLEEVE	AC - Aircraft Canada	Current
13	M26021	1	SLEEVE	AC - Aircraft Canada	Current
14	M9750	1	PITCH HORN	AC - Aircraft Canada	Current
15	M9690	1	PITCH HORN	AC - Aircraft Canada	Current
16	M9708	1	PITCH HORN	AC - Aircraft Canada	Current
17	LK14743	1	BEARING	AC - Aircraft Canada	Current
18	LK14986	1	BEARING	AC - Aircraft Canada	Current
19	LK14806	1	BEARING	AC - Aircraft Canada	Current
20	M6435	1	STARFLEX	AC - Aircraft Canada	Current
21	M3565	1	MR SHAFT ASSY	AC - Aircraft Canada	Current
22	M423	1	MR MAST	AC - Aircraft Canada	Current
23	NR10467	1	SWASHPLATE	AC - Aircraft Canada	Current
24	PMA665	1	NON ROTATING STAR	AC - Aircraft Canada	Current
25	03MCF	1	ROTATING STAR	AC - Aircraft Canada	Current
26	M1344	1	EPICYCLIC	AC - Aircraft Canada	Current
27	ZF835	1	PLANET CAGE	AC - Aircraft Canada	Current
28	L22113	1	PLANET GEAR	AC - Aircraft Canada	Current
29	L22218	1	PLANET GEAR	AC - Aircraft Canada	Current
30	L21904	1	PLANET GEAR	AC - Aircraft Canada	Current
31	L22217	1	PLANET GEAR	AC - Aircraft Canada	Current
32	L22249	1	PLANET GEAR	AC - Aircraft Canada	Current
33	M620	1	GEAR BOX	AC - Aircraft Canada	Current
34	M620	1	OIL PUMP	AC - Aircraft Canada	Current
35	UNK	1	HYDRAULIC PUMP	AC - Aircraft Canada	Current
36	DM280	1	SERVO	AC - Aircraft Canada	Current
37	PM231	1	SERVO	AC - Aircraft Canada	Current
38	KT107	1	SERVO	AC - Aircraft Canada	Current
39	KD100	1	SERVO TR	AC - Aircraft Canada	Current
40	M2284	1	TR DRIVESHAFT	AC - Aircraft Canada	Current

Search ID#: Z10422543

41	M2400	1	TR GEARBOX	AC - Aircraft Canada	Current
42	L11517	1	PINION GEAR	AC - Aircraft Canada	Current
43	L10621	1	BEVEL WHEEL	AC - Aircraft Canada	Current
44	M4289	1	TR MAIN CASE	AC - Aircraft Canada	Current
45	MA25703	1	CONTROL LEVER	AC - Aircraft Canada	Current
46	M417	1	SPIDER ASSY	AC - Aircraft Canada	Current
47	NR7116	1	BEARING SPIDER	AC - Aircraft Canada	Current
48	UNK	1	TR BLADE	AC - Aircraft Canada	Current
49	679	1	CARGO HOOK	AC - Aircraft Canada	Current
50	6854	1	GENERATOR	AC - Aircraft Canada	Current
51	W85B018	1	AGB MODULE	AC - Aircraft Canada	Current
52	W84L026	1	GP MODULE	AC - Aircraft Canada	Current
53	00S07022673	1	GP DISC	AC - Aircraft Canada	Current
54	991365105811	1	PLATE	AC - Aircraft Canada	Current
55	31903306097	1	GP SPACER	AC - Aircraft Canada	Current
56	60644912756	1	AXIAL	AC - Aircraft Canada	Current
57	6248000049	1	COMPRESSOR	AC - Aircraft Canada	Current
58	52016500082	1	IMPELLER	AC - Aircraft Canada	Current
59	5202560090	1	NOZZEL	AC - Aircraft Canada	Current
60	51365104079	1	ROTOR	AC - Aircraft Canada	Current
61	9AFP636	1	FUEL PUMP	AC - Aircraft Canada	Current
62	337035	1	FUEL CONTROL	AC - Aircraft Canada	Current
63	23691	1	GOVERNOR	AC - Aircraft Canada	Current
64	18112	1	SENSOR	AC - Aircraft Canada	Current
65	1294	1	OS LIMITER	AC - Aircraft Canada	Current
66	86370174	1	MODULATOR	AC - Aircraft Canada	Current
67	UNK	1	MANIFOLD	AC - Aircraft Canada	Current
68	64447	1	OIL PUMP	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1	True Lease Agreement between Classic Helicopters Ltd., as Lessor, and Opsmobil Inc., as Lessee, effective July 31, 2015 of a Eurocopter Helicopter, Model AS350BA-FX2, Airframe Serial Number 1031, registered in Canada under Canadian Registration C-FXEJ, Engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46171C, complete with all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Lease Agreement.	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15081221302

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-12

Registration Status: Current

Expiry Date: 2022-Aug-12 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081128928

Renewal

2017-Aug-11

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 CLASSIC HELICOPTERS LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

Status

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	CFXED	1998	EUROCOPTER AS350BAFX2	AC - Aircraft Canada	Current
2	3087	1998	AIRFRAME	AC - Aircraft Canada	Current
3	LE46143C	1	ENGINE	AC - Aircraft Canada	Current
4	25415	1	MR BLADE	AC - Aircraft Canada	Current
5	25416	1	MR BLADE	AC - Aircraft Canada	Current
6	20191	1	MR BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	1553FX2	1	ANTIVIBRATOR	AC - Aircraft Canada	Current
8	M28574	1	SLEEVE	AC - Aircraft Canada	Current
9	M28304	1	SLEEVE	AC - Aircraft Canada	Current
10	M28431	1	SLEEVE	AC - Aircraft Canada	Current
11	M28696	1	SLEEVE	AC - Aircraft Canada	Current
12	M28739	1	SLEEVE	AC - Aircraft Canada	Current
13	M28558	1	SLEEVE	AC - Aircraft Canada	Current
14	M113478	1	PITCH HORN	AC - Aircraft Canada	Current
15	M113458	1	PITCH HORN	AC - Aircraft Canada	Current
16	M113508	1	PITCH HORN	AC - Aircraft Canada	Current
17	LK14085	1	BEARING	AC - Aircraft Canada	Current
18	LK14342	1	BEARING	AC - Aircraft Canada	Current
19	LK14309	1	BEARING	AC - Aircraft Canada	Current
20	M6526	1	STARFLEX	AC - Aircraft Canada	Current
21	M1153	1	MR SHAFT ASSY	AC - Aircraft Canada	Current
22	M5011	1	MR SHAFT	AC - Aircraft Canada	Current
23	NR6796	1	SWASHPLATE	AC - Aircraft Canada	Current
24	M1590	1	NON ROTATING STAR	AC - Aircraft Canada	Current
25	M1144	1	ROTATING STAR	AC - Aircraft Canada	Current
26	M6486	1	EPICYCLIC	AC - Aircraft Canada	Current
27	CUR00002	1	PLANET CAGE	AC - Aircraft Canada	Current
28	M1047	1	PLANET GEAR	AC - Aircraft Canada	Current
29	M981	1	PLANET GEAR	AC - Aircraft Canada	Current
30	M1001	1	PLANET GEAR	AC - Aircraft Canada	Current
31	M1005	1	PLANET GEAR	AC - Aircraft Canada	Current
32	M1032	1	PLANET GEAR	AC - Aircraft Canada	Current
33	M2251	1	GEAR BOX	AC - Aircraft Canada	Current
34	M2362	1	OIL PUMP	AC - Aircraft Canada	Current
35	LLP5070	1	HYDRAULIC PUMP	AC - Aircraft Canada	Current
36	EAL082	1	SERVO	AC - Aircraft Canada	Current
37	DR054	1	SERVO	AC - Aircraft Canada	Current
38	EW380	1	SERVO	AC - Aircraft Canada	Current
39	MU140	1	SERVO TR	AC - Aircraft Canada	Current
40	M2291	1	TR DRIVESHAFT	AC - Aircraft Canada	Current

Search ID#: Z10422543

41	M1819	1	TR GEARBOX	AC - Aircraft Canada	Current
42	L13646	1	PINION GEAR	AC - Aircraft Canada	Current
43	L12076	1	BEVEL WHEEL	AC - Aircraft Canada	Current
44	M4612	1	TR MAIN CASE	AC - Aircraft Canada	Current
45	MA72109	1	CONTROL LEVER	AC - Aircraft Canada	Current
46	M619	1	SPIDER ASSY	AC - Aircraft Canada	Current
47	NR5434	1	BEARING SPIDER	AC - Aircraft Canada	Current
48	16278	1	TR BLADE	AC - Aircraft Canada	Current
49	870	1	CARGO HOOK	AC - Aircraft Canada	Current
50	57540	1	GENERATOR	AC - Aircraft Canada	Current
51	W82D034	1	AGB MODULE	AC - Aircraft Canada	Current
52	81F005	1	GP MODULE	AC - Aircraft Canada	Current
53	070322903980	1	GP DISC	AC - Aircraft Canada	Current
54	070316001973	1	PLATE	AC - Aircraft Canada	Current
55	070316003160	1	GP SPACER	AC - Aircraft Canada	Current
56	070644913089	1	AXIAL	AC - Aircraft Canada	Current
57	83D038	1	COMPRESSOR	AC - Aircraft Canada	Current
58	042016500099	1	IMPELLER	AC - Aircraft Canada	Current
59	062025600057	1	NOZZEL	AC - Aircraft Canada	Current
60	SC20494	1	ROTOR	AC - Aircraft Canada	Current
61	2AFP639	1	FUEL PUMP	AC - Aircraft Canada	Current
62	322039	1	FUEL CONTROL	AC - Aircraft Canada	Current
63	23726	1	GOVERNOR	AC - Aircraft Canada	Current
64	17081	1	SENSOR	AC - Aircraft Canada	Current
65	1099	1	OS LIMITER	AC - Aircraft Canada	Current
66	67744	1	MODULATOR	AC - Aircraft Canada	Current
67	1116901611031	1	MANIFOLD	AC - Aircraft Canada	Current
68	B383	1	OIL PUMP	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1	True Lease Agreement between Classic Helicopters Ltd., as Lessor, and Opsmobil, as Lessee, effective July 31, 2015 of a Eurocopter Helicopter, Model AS350BA-FX2, Airframe Serial Number 3087, registered in Canada under Canadian Registration C-FXED, Engine LTS101-700D2 P/N 4-001-000-33 S/N LE-46143C, complete with all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Security Act Of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, components, parts or other equipment or that may be detached or removed from the airframe, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Lease Agreement.	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15101624570

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Oct-16

Registration Status: Current

Expiry Date: 2022-Oct-16 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081129355

Renewal

2017-Aug-11

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 RILP ENTERPRISES LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

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	CGTYU	1	BELL 206B	AC - Aircraft Canada	Current
2	2144	1	BELL AIRFRAME	AC - Aircraft Canada	Current
3	CAE822928	1	EGINE	AC - Aircraft Canada	Current
4	JILM57017	1	MR HUB	AC - Aircraft Canada	Current
5	A1021	1	YOKE	AC - Aircraft Canada	Current
6	A6515	1	TRUNNION	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	A4509	1	MR GRIP	AC - Aircraft Canada	Current
8	A4524	1	MR GRIP	AC - Aircraft Canada	Current
9	A4624	1	MR BLADE	AC - Aircraft Canada	Current
10	A4701	1	MR BLADE	AC - Aircraft Canada	Current
11	FAJF57721	1	MR MAST	AC - Aircraft Canada	Current
12	FAJF57721	1	MAST POLE	AC - Aircraft Canada	Current
13	JJG08191	1	SWASHPLATE	AC - Aircraft Canada	Current
14	BKW12258	1	TRANSMISSION	AC - Aircraft Canada	Current
15	A2000974	1	INPUT DR	AC - Aircraft Canada	Current
16	489	1	SERVO	AC - Aircraft Canada	Current
17	4958	1	SERVO	AC - Aircraft Canada	Current
18	15979	1	SERVO	AC - Aircraft Canada	Current
19	BD000628	1	HYD PUMP	AC - Aircraft Canada	Current
20	BMB10990	1	FREEWHEEL	AC - Aircraft Canada	Current
21	VNLC1274	1	DRIVESHAFT	AC - Aircraft Canada	Current
22	VLNB45375	1	DRIVESHAFT	AC - Aircraft Canada	Current
23	VNMA20914	1	DRIVESHAFT	AC - Aircraft Canada	Current
24	VNMA03555	1	DRIVESHAFT	AC - Aircraft Canada	Current
25	VNMA00011	1	DRIVESHAFT	AC - Aircraft Canada	Current
26	AL012407	1	GEARBOX	AC - Aircraft Canada	Current
27	REL43474	1	HUB & BLADE	AC - Aircraft Canada	Current
28	REL5246	1	TR HUB	AC - Aircraft Canada	Current
29	AFS6197	1	TR YOKE	AC - Aircraft Canada	Current
30	B943	1	TR BLADE	AC - Aircraft Canada	Current
31	B945	1	TR BLADE	AC - Aircraft Canada	Current
32	CAC33856	1	COMPRESSOR	AC - Aircraft Canada	Current
33	KR92337	1	IMPELLER	AC - Aircraft Canada	Current
34	CAG34255	1	GEARBOX	AC - Aircraft Canada	Current
35	CAT36460	1	TURBINE	AC - Aircraft Canada	Current
36	8017	1	FUEL CONTROL	AC - Aircraft Canada	Current
37	33960R	1	PT GOVERNER	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

- | | | |
|---|---|---------|
| 1 | <p>TO LEASE AGREEMENT BETWEEN RILPA ENTERPRISES LTD., AS LESSOR AND OPSMOBIL INC., AS LESSEE, DATED THIS 1ST DAY OF OCTOBER, 2015</p> <p>One Bell Textron Helicopter, Model 206B, Airframe Serial Number 2144, registered in Canada under Canadian Registration C-GTYU, complete with one 250-C20B Engine, Serial Number CAE-822928, one Transmission, Serial Number BKW-12258, and all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, engine, components, parts or other equipment or that may be detached or removed from the airframe, engine, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, engine, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and also including, without limiting the generality of the foregoing, the following specific items:</p> | Current |
| 2 | <p>SCHEDULE "A"</p> <p>All the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.</p> <p>All accounts, instruments, debts, chattel paper which are now due, owing or accruing due, or which may be hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.</p> <p>All proceeds arising directly or indirectly from any dealing with any of the foregoing consisting of all goods, securities, investment property, instruments, documents of title, chattel paper, intangibles and money (as such terms are defined in the Personal Property Security Act, as amended from time to time).</p> <p>All present and after acquired personal property that indemnifies or compensates for any of the foregoing personal property taken, destroyed or damages, and proceeds of such taking, destruction or damage including, without limitation, replacement or substitute personal property acquired with such proceeds, whether or not of the same type, class or kind as the original property.</p> | Current |

Search ID#: Z10422543

3	MAGNETIC COMPASS C23000DL4-24B A49514A ELT 453-6604 188-09063 Battery expires May 2021 KT76A TRANSPONDER 066-1062-00 108057 ALTITUDE ENCODER AK-350 3501209 ALTIMETER 5934-1 F6841 GPS COMM GNC250XL GPS ANTENNA GA56 COMM ANTENNA DMC63-1A VHF FM TRANSCEIVER NPX138N-050 2169 FM ANTENNA DMC63-4A TRANSPONDER ANTENNA CI-105 AUDIO PANEL AA95-729 DIRECTIONAL GYRO ARTIFICIAL HORIZON VOLTAGE CONVERTER KA-39 M/R HUB ASSY 206-011-100-021 JILM57017 M/R YOKE 206-010-101-129 A-1021 M/R TRUNNION 206-011-113-103 A-6515 M/R GRIP 206-010-102-121 A-4509 M/R GRIP 206-010-102-121 A-4524 M/R STRAP 206-310-004-101 LPFS1585 M/R STRAP 206-310-004-101 LPFS1586 M/R FITTING 206-011-140-001 DIFS3815 M/R FITTING 206-011-140-001 DIFS3999	Current
4	M/R RETENTION PIN 206-010-123-003 DIFS22383 M/R RETENTION PIN 206-010-123-003 DIFS22542 LATCH BOLT 206-011-260-103 DI22452 LATCH BOLT 206-011-260-103 DI22518 M/R BLADE 206-010-200-133 A-4624 M/R BLADE 206-010-200-133 A-4701 M/R MAST ASSY 206-040-002-007 FAJF-57721 MAST POLE 206-010-332-121 FAJF-57721 M/R SWASHPLATE ASSY 206-010-450-113 JIJG-08191 SUPPORT 206-010-452-113 A-1503 SLEEVE 206-010-454-113 RE8911 LINK 206-010-407-001 REFS4515 COLLECTIVE LEVER 206-010-467-001FM RE4635 M/R TRANSMISSION ASSY 206-040-002-025 BKW-12258 INPUT DRIVESHAFT 206-040-015-103 A20-00974 M/R SERVO 206-076-031-013 489 M/R SERVO 206-076-031-013 4958 M/R SERVO 206-076-031-017 RH-1597 HYDRAULIC PUMP 206-076-022-101 BD000628 FREEWHEEL ASSY 206-040-270-003 BMB-10990 FREEWHEEL CLUTCH CL42250-1 FD11693 T/R DRIVESHAFT, SHORT 206-040-325-005 VNCL1274 T/R DRIVESHAFT, SHORT 206-040-330-003 VNLB45375 T/R DRIVESHAFT, SEG. 206-040-930-007 VNMA-20914 T/R DRIVESHAFT, SEG. 206-040-930-005 VNMA-03555	Current

Search ID#: Z10422543

5	T/R DRIVESHAFT 206-040-931-103 VNMA-00011 T/R GEARBOX 206-040-400-107 ALO12407 T/R HUB & BLADE ASSY 206-011-810-133 REL-43474 T/R HUB ASSY 206-011-810-125 REL-5246 T/R YOKE ASSY 206-011-819-101 AFS6197 T/R BLADE 2062200-301 B943 T/R BLADE 2062200-301 B945 FWD CROSSTUBE 206-321-017 70883 AFT CROSSTUBE 206-321-018 60805 TUBE ASSY 206-001-194-001 USFS1171 OIL COOLER BLOWER 206-060-432-001 4761492 STARTER GENERATOR 23032-027 25899 CONCORDE BATTERY RG206 40724840 Changed at Rlpa 5/27/2015 CYCLIC SUPPORT 206-001-397-101 9B-310 BLEED AIR BLOWER 722095 1219062 ENGINE ASSY 250-C20B CAE-822928 COMPRESSOR 6853337 CAC-33856 IMPELLER 23058147 KR95337 GEARBOX ASSY 6894171 CAG-34255 TURBINE ASSY 23038241 CAT-36460 1ST STAGE WHEEL 23073853 X554555	Current
6	2ND STAGE WHEEL 23073854 X553752 3RD STAGE WHEEL 23065833 HX95127 4TH STAGE WHEEL 6853279 HX75991 TIE BOLT 23068265 NM80330 FUEL CONTROL UNIT 23070606 328017 GOVERNOR 2524769-12 33960R FUEL PUMP 5002395 PE846 FUEL NOZZLE 23077068 AG114Q BLEED VALVE 23053176 FF18814 DOCUMENT NOTES TCCA Certificate of Airworthiness With Aircraft TCCA Certificate of Registration With Aircraft MVH Journey Log Book - Current With Aircraft Aircraft Flight Manual With Aircraft Weight & Balance Report With Aircraft (collectively the "Helicopter")	Current

Search ID#: Z10422543

7	STC SH1322SO AAI Flight Steps AAI Shoulder Harness STC SH2617SO AAI Hat Rack Safety Net STC SH1282SO AAI Non Folding L/H 206-531-130 AAI Step Handle X2 STC SH2073SO AAI Rear Shoulder Harness STC SH92-17 Dart Bearpaws 206-706-335-005 Bell Cargo Hook Fixed Provisions 206-706-335-003 Bell Cargo Suspension Removable 206-175-203 Rilpa Cargo Mirror LC-2 Astro Tech Clock QD Duals - Fixed Provisions AAI Removable Provisions including T/R Pedal Safety Kit, Cyclic & Collective Boots 206-928-200 Tail Rotor Pedal Safety Kit 206-706-603-003 Airframe Fuel Filter SI 206-92 Auto Relite HE-206-010 Rilpa Bleed Air Heater 206-706-102-09 Hour Meter Center Console STC-SH200GL Engine Oil Filter 206-706-200-005 BHT Particle Separator D206-549-011 Sloped Panel	Current
8	D206-642-11 Dart R/H Skid Tube AAI L/H Skid Tube STA SH 79-1 Rilpa Range Extender Rilpa Fuel Scupper Kit W-L SH91-4/D Longline Electrical Facility, includes Cyclic Grip 206-450-217 Floor Protector Kit - FWD 206-450-217 Floor Protector Kit - AFT 206-927-030 Cyclic Cover 206-929-019 Collective Cover Cargo Box Plastic Floor Full Set Flight Controls Main Rotor Rabbit Ears Baggage Door Edge Protector R/H Rear Door Wedge Window L/H Vertical Slider Window A384 Amerex Fire Extinguisher SN V-839567 AB REG#2 Braidner First Aid Kit Type A All equipment above was installed at time of aircraft weighing. 206-706-136-001 Reverse Scoops Main Rotor Tie Down Exhaust Covers Inlet Covers Pitot Cover Co-Pilot Cyclic Safety Cover (white) Collective Safety Cover (black)	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15101627908

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Oct-16

Registration Status: Current

Expiry Date: 2022-Oct-16 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17081129209

Renewal

2017-Aug-11

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 RILPA ENTERPRISES LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

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	CGHP0	1	BELL 206B	AC - Aircraft Canada	Current
2	2151	1	AIRFRAME	AC - Aircraft Canada	Current
3	CAE823191	1	ENGINE	AC - Aircraft Canada	Current
4	JILM11171	1	MR HUB	AC - Aircraft Canada	Current
5	A2162	1	YOKE	AC - Aircraft Canada	Current
6	NP1474	1	TRUNNION	AC - Aircraft Canada	Current

Search ID#: Z10422543

7	AFS7879	1	MR GRIP	AC - Aircraft Canada	Current
8	HBFS297	1	MR GRIP	AC - Aircraft Canada	Current
9	TKK8841	1	MR BLADE	AC - Aircraft Canada	Current
10	TKK8790	1	MR BLADE	AC - Aircraft Canada	Current
11	NJF50536	1	MR MAST	AC - Aircraft Canada	Current
12	FAJF56337	1	MAST POLE	AC - Aircraft Canada	Current
13	J1193949	1	SWASHPLATE	AC - Aircraft Canada	Current
14	BKW1441	1	TRANSMISSION	AC - Aircraft Canada	Current
15	ALFS11574	1	INPUT DR	AC - Aircraft Canada	Current
16	6612	1	SERVO	AC - Aircraft Canada	Current
17	5924	1	SERVO	AC - Aircraft Canada	Current
18	92090027	1	HYD PUMP	AC - Aircraft Canada	Current
19	BMB10197	1	FREEWHEEL	AC - Aircraft Canada	Current
20	HNLC05637	1	DRIVESHAFT	AC - Aircraft Canada	Current
21	AL010498	1	GEARBOX	AC - Aircraft Canada	Current
22	RILPA92	1	HUB & BLADE	AC - Aircraft Canada	Current
23	AAG50006	1	TR HUB	AC - Aircraft Canada	Current
24	AFS6277	1	TR YOKE	AC - Aircraft Canada	Current
25	CS2598	1	TR BLADE	AC - Aircraft Canada	Current
26	CS2582	1	TR BLADE	AC - Aircraft Canada	Current
27	CAC41106	1	COMPRESSOR	AC - Aircraft Canada	Current
28	KR103136	1	IMPELLER	AC - Aircraft Canada	Current
29	CAG27015	1	GEARBOX	AC - Aircraft Canada	Current
30	CAT40262	1	TURBINE	AC - Aircraft Canada	Current
31	BR52452	1	FUEL CONTROL	AC - Aircraft Canada	Current
32	25376	1	PT GOVERNOR	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

- | | | |
|---|---|---------|
| 1 | <p>TO LEASE AGREEMENT BETWEEN RILPA ENTERPRISES LTD., AS LESSOR, AND OPSMOBIL INC., AS LESSEE, EFFECTIVE THIS 15th DAY OF SEPTEMBER, 2015</p> <p>One Bell Textron Helicopter, Model 206B, Airframe Serial Number 2151, registered in Canada under Canadian Registration C-GHPO, complete with one 250-C20 Engine Serial Number CAE-823191, one Transmission Serial Number BKW-1441, and all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, engine, components, parts or other equipment or that may be detached or removed from the airframe, engine, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, engine, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and also including, without limiting the generality of the foregoing, the following specific items:</p> | Current |
| 2 | <p>SCHEDULE "A"</p> <p>All the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.</p> <p>All accounts, instruments, debts, chattel paper which are now due, owing or accruing due, or which may be hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.</p> <p>All proceeds arising directly or indirectly from any dealing with any of the foregoing consisting of all goods, securities, investment property, instruments, documents of title, chattel paper, intangibles and money (as such terms are defined in the Personal Property Security Act, as amended from time to time).</p> <p>All present and after acquired personal property that indemnifies or compensates for any of the foregoing personal property taken, destroyed or damages, and proceeds of such taking, destruction or damage including, without limitation, replacement or substitute personal property acquired with such proceeds, whether or not of the same type, class or kind as the original property.</p> | Current |

Search ID#: Z10422543

3	AAI R/H & L/H Skid Tubes STA SH79-1 RILPA Range Extender STC SH96-72 RILPA Fuel Scupper Kit W-L SH91-4/D RILPA Longline Electrical Facility, includes Cyclic Grip 206-450-217 AAI Floor Protector Kit - FWD 206-450-217 AAI Floor Protector Kit - AFT 206-927-030 AAI Cyclic Cover 206-929-019 AAI Collective Cover AAI Cargo Box Plastic Floor Full Set Flight Controls BHT Main Rotor Rabbit Ears Baggage Door Edge Protector 206-SI-30 BHT Fwd Shoulder Harness Kit LOOSE EQUIPMENT 206-706-136-001 BHT Reverse Scoops Main Rotor Tie Down Exhaust Covers Intake Covers A344 AMEREX Fire Extinguisher SN Y197637 KF01-001-26 BRAIDNER First Aid Kit Type A SN A707-M18	Current
4	MAGNETIC COMPASS C2300 A55349C ELT ELT-10 / 453-6604 197-08769 Battery expires May 2016 ATC TRANSPONDER 011-00490-00 83741817 ALTITUDE ENCODER SSD120-XXN N15889 ALTIMETER 5934PD-3 480044 GPS COMM GNC250XL GPS ANTENNA GA56 COMM ANTENNA DMC63-1A FM RADIO NPX138N-050 1190 FM ANTENNA DMC63-4A TRANSPONDER ANTENNA CI-105 AUDIO PANEL AA94-SDSD 1102 DIRECTIONAL GYRO ARTIFICIAL HORIZON VOLTAGE CONVERTER KA-39 CARGO HOOK SP4232-5 AC-027 M/R HUB ASSY 206-011-100-021 JILM-11171 M/R YOKE 206-010-101-129 A-2162 M/R TRUNNION 206-011-113-103 NP1474 M/R GRIP 206-010-102-121A A-FS7879 M/R GRIP 206-010-102-121A HBFS297 M/R STRAP 206-310-004-101 LPFS2509 M/R STRAP 206-310-004-101 LPFS2510 M/R FITTING 206-011-140-001 MI-FS3840 M/R FITTING 206-011-140-001 MI-FS3842 M/R RETENTION PIN 206-010-123-003 DIFS-19461 M/R RETENTION PIN 206-010-123-003 DIFS-20045	Current

Search ID#: Z10422543

5 LATCH BOLT 206-011-260-103 SU5720
LATCH BOLT 206-011-260-103 SU5761
M/R BLADE 206-010-200-033 TTK8841
M/R BLADE 206-010-200-033 TTK8790
M/R MAST ASSY 206-040-002-007 NJF-50536
MAST POLE 206-010-332-013 FAJF-56337
M/R SWASHPLATE ASSY 206-010-450-113 JI19-3949
SUPPORT 206-010-452-113 A-1393
SLEEVE 206-010-454-109 RE-5382
LINK 206-010-407-001 REFS6354
COLLECTIVE LEVER 206-010-467-001FM RE6158
M/R TRANSMISSION ASSY 206-040-002-025 BKW-1441
INPUT DRIVESHAFT 206-040-100-013 ALFS-11574
M/R SERVO 206-076-031-021 6612
M/R SERVO 206-076-031-013 5924
M/R SERVO 206-076-031-013 1896
HYDRAULIC PUMP 014544-300-01 9209-0027
FREEWHEEL ASSY 206-040-270-003 BMB-10197
FREEWHEEL CLUTCH CL42250-1 FD17787
BLOWER ASSY C175U-3A 43 CASEY
T/R DRIVESHAFT, SHORT 206-040-325-003 HNLC-05638
T/R GEARBOX 206-040-400-011 ALO-10498
T/R HUB & BLADE ASSY 206-011-810-117 RILPA-92
T/R HUB ASSY 206-011-810-125 AAG-50006
T/R YOKE ASSY 206-011-819-109 AFS-6277
T/R BLADE 206-016-201-137 CS2598
T/R BLADE 206-016-201-137 CS2582
FWD CROSSTUBE 206-321-017
AFT CROSSTUBE 206-321-018
TUBE ASSY 206-001-194-001 USFS3786
OIL COOLER BLOWER 206-061-432-001 VNO-097
STARTER GENERATOR 23032-018 12063
CONCORDE BATTERY RG206 40728863 NEW
SUPPORT ASSY 206-001-397-101A TI959
BLEED AIR BLOWER G720000 C695
ENGINE ASSY 250-C20 CAE-823191

Current

Search ID#: Z10422543

6

COMPRESSOR 6890550 CAC-41106
IMPELLER 23058147 KR103136
GEARBOX ASSY 6894171 CAG-27015
TURBINE ASSY 23038241 CAT-40262
1ST STAGE WHEEL 23073853 X554539
2ND STAGE WHEEL 23073854 X558108
3RD STAGE WHEEL 23001967 HX95765
4TH STAGE WHEEL 6853279 X548736
TIE BOLT 23068265 NM84325
FUEL CONTROL UNIT 23065104 BR52452
P.T. GOVERNOR 2524769-14 / 23065121 25376
FUEL PUMP 386500-5 / 6899253 T101770
FUEL NOZZLE 23077068 AG974T
BLEED VALVE 23053176 FF53626

Current

Document Notes

TCCA Certificate of Airworthiness With Aircraft
TCCA Certificate of Registration With Aircraft
Journey Log Book - Advantage
With Aircraft
Journey Log Book - KMH 1-2012 to 4-2012 With Aircraft
Journey Log Book - KMH 1-2011 to 4-2011 With Aircraft
Journey Log Book - GSH Vol.5 With Aircraft
Aircraft Flight Manual With Aircraft
Weight & Balance Report With Aircraft
Engine Log Book - TC Yellow Book Vol.5 With Aircraft
Engine Log Book - Rolls Royce Book With Aircraft
CHR Binder With Aircraft
TC Green Modification Books - Vol.1 & 2
Ops Picked Up at Rilpa on 9/17/2015

(collectively the "Helicopter")

Search ID#: Z10422543

7	EQUIPMENT LIST FOR C-GHPO	Current
	PART NUMBER MANUFACTURER DESCRIPTION	
	STC SH1322SO AAI Flight Steps	
	STC SH2545SO AAI Shoulder Harness Aft	
	STC SH 26170 AAI Hat Rack Safety Net	
	STC SH1282SO AAI L/H Non-Folding	
	AAI R/H Folding	
	206-531-130 AAI Step Handle X2	
	STC SH2073SO AAI Rear Shoulder Harness	
	206-706-335-005 BHT Cargo Hook Fixed Provisions	
	206-175-203 RILPA Cargo Mirror	
	STC SH96-75 AAI Spacemaker	
	LC-2 ASTRO TECH Clock	
	206-SI-67 BHT Quick Disconnect Dual Controls - Fixed Provisions	
	206-706-603-003 BHT Airframe Fuel Filter	
	STC SH01-53 RILPA Auto Relite	
	STC SH83-2 RILPA Bleed Air Heater	
	206-706-102-09 BHT Hour Meter Center Console	
	STC-SH200GL PUROLATOR Engine Oil Filter	
	206-706-200-005 BHT Particle Separator	
	D206-549-011 DART Sloped Panel	

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15102723870

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Oct-27

Registration Status: Current

Expiry Date: 2018-Oct-27 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

17102407676

Renewal

2017-Oct-24

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties

Block

Status

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	3D6WH46AX7G751813	2007	DODGE RAM 3500	MV - Motor Vehicle	Current

Collateral: General

Block

Description

Status

1 COLLATERAL CLASSIFICATION: EQUIPMENT

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15102727957

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Oct-27

Registration Status: Current

Expiry Date: 2020-Oct-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1	OPSMOBIL INC. 1200-815 8TH AVE S.W. CALGARY, AB T2P3P2	Current
---	--	---------

Secured Party / Parties**Block****Status**

1	JIM PATTISON INDUSTRIES LTD. 1235 - 73RD AVE S.E. CALGARY, AB T2H2X1	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	5TDBY5G12GS128082	2016	TOYOTA SEQUOIA	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15122214226

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Dec-22

Registration Status: Current

Expiry Date: 2020-Dec-22 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

1512222491	Amendment	2015-Dec-22
16072829152	Amendment	2016-Jul-28

Debtor(s)

<u>Block</u>		<u>Status</u>
1	OPSMOBIL INC. 1200, 815 8TH AVENUE SW CALGARY, AB T2P 3P2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT 161 BAY STREET, SUITE 3930 TORONTO, ON M5J 2S1	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	CFKAR	2008	Robinson R44 II	AC - Aircraft Canada	Current
2	CFNIT	2007	Robinson R44 II	AC - Aircraft Canada	Current
3	CGEMK	2006	Eurocopter EC120B	AC - Aircraft Canada	Current
4	CFAJB	2004	Robinson R44 II	AC - Aircraft Canada	Current
5	CFANE	2004	Robinson R44 II	AC - Aircraft Canada	Current

Search ID#: Z10422543

6	CFD0Z	2005	Robinson R44 II	AC - Aircraft Canada	Current
7	CFDPA	2005	Robinson R44 II	AC - Aircraft Canada	Current
8	CFDPI	2005	Robinson R44 II	AC - Aircraft Canada	Current
9	CFDPN	2005	Robinson R44 II	AC - Aircraft Canada	Current
10	CFDQG	2005	Robinson R44 II	AC - Aircraft Canada	Current
11	CFEHD	2005	Robinson R44 II	AC - Aircraft Canada	Current
12	CFHZE	2006	Robinson R44 II	AC - Aircraft Canada	Current
13	CFHZI	2006	Robinson R44 II	AC - Aircraft Canada	Current
14	CFHZJ	2006	Robinson R44 II	AC - Aircraft Canada	Current
15	CFHZK	2006	Robinson R44 II	AC - Aircraft Canada	Current
16	CFHZL	2006	Robinson R44 II	AC - Aircraft Canada	Current
17	CFHZN	2006	Robinson R44 II	AC - Aircraft Canada	Current
18	CFIGL	2006	Cessna 172R	AC - Aircraft Canada	Current
19	CFVAE	2002	Robinson R44 II	AC - Aircraft Canada	Current
20	CFZGP	1973	Bell 206B	AC - Aircraft Canada	Current
21	CFZHG	1972	Piper PA-31	AC - Aircraft Canada	Current
22	CGAEE	2002	Robinson R44	AC - Aircraft Canada	Current
23	CGAEJ	2002	Robinson R44	AC - Aircraft Canada	Current
24	CGAEN	2000	Cessna 172S	AC - Aircraft Canada	Current
25	CGDHR	2001	Cessna 172R	AC - Aircraft Canada	Current
26	CGFXS	2000	Cessna 172S	AC - Aircraft Canada	Current
27	CGFYK	1976	Cessna U206F	AC - Aircraft Canada	Current
28	CGJAG	1999	Robinson R44	AC - Aircraft Canada	Current
29	CGJEL	1968	Bell 206B	AC - Aircraft Canada	Current
30	CGRDT	2004	Robinson R44 II	AC - Aircraft Canada	Current
31	CGREV	1978	Aerospatiale AS 350 BA	AC - Aircraft Canada	Current
32	CGTEZ	1971	Bell 206B	AC - Aircraft Canada	Current
33	CGTQU	1972	Bell 206B	AC - Aircraft Canada	Current
34	CGXAG	1968	Bell 206B	AC - Aircraft Canada	Current
35	CGZXG	2004	Robinson R44 II	AC - Aircraft Canada	Current
36	CFXDM	1982	Eurocopter AS350BA-FX2	AC - Aircraft Canada	Current By 16072829152
37	CG0FX	1989	Eurocopter AS350BA-FX2	AC - Aircraft Canada	Current By 16072829152

Collateral: General

Search ID#: Z10422543

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the debtor.	Deleted By 1512222491
2	All present and after-acquired personal property of the debtor, including but not limited to: (a) the serial number goods described herein, including the airframe and engines in respect thereof, wherever located, and all components, furnishings, equipment or other parts of any kind which may from time to time be incorporated or installed in or attached to such airframes or such engines (collectively, the "Aircraft"); (b) all manuals, documents, data, log books and other records in respect of the Aircraft or any part thereof; (c) all rights to money or other value payable under insurance policies in respect of the Aircraft; and (d) all warranties, representations, service contracts, product support or other agreements of any nature in respect of or that shall apply to the Aircraft or any part thereof from any manufacturer, vendor, contractor or supplier thereof, together with all proceeds derived directly or indirectly from any of the foregoing in any form including goods, documents of title, chattel paper, security, instruments, money, intangibles or any other personal property received when such collateral or proceeds are sold, collected, dealt with or otherwise disposed of.	Current By 1512222491

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The complete address of secured party block 1 is as follows: Brookfield Place, TD Canada Trust Tower 161 Bay Street, Suite 3930 Toronto ON M5J 2S1	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 15122214604

Registration Type: LAND CHARGE

Registration Date: 2015-Dec-22

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
161 BAY STREET, SUITE 3930
TORONTO, ON M5J 2S1

Current

Particulars

Block

Additional Information

Status

1 The complete address of secured party block 1 is as follows:
Brookfield Place, TD Canada Trust Tower
161 Bay Street, Suite 3930
Toronto ON M5J 2S1

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 16011208225

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jan-12

Registration Status: Current

Expiry Date: 2021-Jan-12 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)**Block****Status**

1 OPSMOBIL INC.
1200-815 8TH AVE S.W.
CALGARY, AB T2P3P2

Current

Secured Party / Parties**Block****Status**

1 JIM PATTISON INDUSTRIES LTD.
1235 - 73RD AVE S.E.
CALGARY, AB T2H2X1

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	YV4A22PL7G1031841	2016	VOLVO XC90	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COLLATERAL CLASSIFICATION: EQUIPMENT	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 16120211385

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Dec-02

Registration Status: Current

Expiry Date: 2020-Dec-02 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

16120219995

Amendment

2016-Dec-02

16120223504

Amendment

2016-Dec-02

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8TH AVENUE S.W.
CALGARY, AB T2P 3P2

Status

Current

Secured Party / Parties

Block

1 BIG ROCK HELICOPTERS INC.
10931 - 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Status

Deleted by
16120219995

Block

2 BIG ROCK HELICOPTERS SALES AND SERVICE INC.
10931 - 123 STREET
GRANDE PRAIRIE, AB T8V 7Z3

Status

Current by
16120219995

Block

3 ALBERTA TREASURY BRANCHES EQUIPMENT FINANCE
SUITE 600, 585 - 8TH AVENUE SW
CALGARY, AB T2P 1G1

Status

Current by
16120223504

Phone #: 403 974 5770

Fax #: 403 974 5784

Search ID#: Z10422543

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	2C9T3CGF0G3161533	2016	TRA/REM	TR - Trailer	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PROCEEDS AND ACCESSORIES	Current
2	PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL OR PROCEEDS THEREOF	Current By 16120223504
3	ALL MONIES ON DEPOSIT WITH ALBERTA TREASURY BRANCHES	Current By 16120223504

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 17051020622

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2017-May-10

Registration Status: Current

Expiry Date: 2019-May-10 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1703 08972

Judgment Date is 2017-May-05

This Writ was issued on 2017-May-10

Type of Judgment is Other

Original Judgment Amount: \$30,342.63

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$30,342.63

Exact Match on: Debtor

No: 1

Solicitor / Agent

SCOTT W. CAINE, BARRISTER & SOLICITOR
PO BOX 76009 SOUTHGATE
EDMONTON, AB T6H 5T7

Phone #: 780 438 4111

Fax #: 780 438 4292

Reference #: 2097-805/SWC

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Status

Current

Creditor(s)

Block

1

Status

Current

Search ID#: Z10422543

JWN ENERGY LIMITED PARTNERSHIP
C/O PO BOX 76009 SOUTHGATE
EDMONTON, AB T6H 5Y7

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 17081832808

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-18

Registration Status: Current

Expiry Date: 2022-Aug-18 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8 TH AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 CLASSIC HELICOPTERS LTD.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

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	CGZCH	1979	BELL 206B	AC - Aircraft Canada	Current
2	2729	1979	BELL AIRFRAME	AC - Aircraft Canada	Current
3	CAE835939	1	ENGINE	AC - Aircraft Canada	Current
4	JILM53036	1	MR HUB	AC - Aircraft Canada	Current
5	AI01750	1	YOKE	AC - Aircraft Canada	Current
6	A3497	1	TRUNNION	AC - Aircraft Canada	Current
7	A1786	1	MR GRIP	AC - Aircraft Canada	Current
8	A3203	1	MR GRIP	AC - Aircraft Canada	Current
9	TAC1367	1	MR BLADE	AC - Aircraft Canada	Current
10	TAC1467	1	MR BLADE	AC - Aircraft Canada	Current

Search ID#: Z10422543

11	FAJF56680	1	MR MAST	AC - Aircraft Canada	Current
12	REJG20037	1	SWASHPLATE	AC - Aircraft Canada	Current
13	BKW11973	1	TRANSMISSION	AC - Aircraft Canada	Current
14	A2001905	1	INPUT DR	AC - Aircraft Canada	Current
15	RH0198	1	SERVO	AC - Aircraft Canada	Current
16	RH1406	1	SERVO	AC - Aircraft Canada	Current
17	RH1759	1	SERVO	AC - Aircraft Canada	Current
18	05405	1	HYD PUMP	AC - Aircraft Canada	Current
19	BMB10197	1	FREEWHEEL	AC - Aircraft Canada	Current
20	BT443	1	DRIVE SHAFT	AC - Aircraft Canada	Current
21	A259	1	GEARBOX	AC - Aircraft Canada	Current
22	REL45100	1	HUB & BLADE	AC - Aircraft Canada	Current
23	AAG52007	1	TR HUB	AC - Aircraft Canada	Current
24	AI03312	1	TR YOKE	AC - Aircraft Canada	Current
25	TCT4513	1	TR BLADE	AC - Aircraft Canada	Current
26	CS5602	1	TR BLADE	AC - Aircraft Canada	Current
27	CAC37237	1	COMPRESSOR	AC - Aircraft Canada	Current
28	KR117318	1	IMPELLER	AC - Aircraft Canada	Current
29	CAG33460	1	GEARBOX	AC - Aircraft Canada	Current
30	CAT24175	1	TURBINE	AC - Aircraft Canada	Current
31	334396	1	FUEL CONTROL	AC - Aircraft Canada	Current
32	HR46567	1	PT GOVERNOR	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1 SCHEDULE "A" Current

All the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.

All accounts, instruments, debts, chattel paper which are now due, owing or accruing due, or which may be hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.

All proceeds arising directly or indirectly from any dealing with any of the foregoing consisting of all goods, securities, investment property, instruments, documents of title, chattel paper, intangibles and money (as such terms are defined in the Personal Property Security Act, as amended from time to time).

All present and after acquired personal property that indemnifies or compensates for any of the foregoing personal property taken, destroyed or damages, and proceeds of such taking, destruction or damage including, without limitation, replacement or substitute personal property acquired with such proceeds, whether or not of the same type, class or kind as the original property.

2 SCHEDULE "B" Current

TO LEASE AGREEMENT BETWEEN CLASSIC HELICOPTERS LTD.,
AS LESSOR AND OPSMOBIL INC., AS LESSEE,
DATED THIS 4TH DAY OF MAY, 2017

One Bell Textron Helicopter, Model 206B, Airframe Serial Number 2729, registered in Canada under Canadian Registration C-GZCH, complete with one Rolls Royce 250-C20B Engine Serial Number CAE-835939, one Transmission Serial Number BKW-11973, and all rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframe, engine, components, parts or other equipment or that may be detached or removed from the airframe, engine, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopter, its airframe, engine, components, parts or other equipment, and all other material relating to the aircraft, and any and all property replaced or substituted for any of the foregoing, and also including, without limiting the generality of the foregoing, the following specific items:

Search ID#: Z10422543

3 The following documentation is supplied with the aircraft and forms part of the aircraft: Current

STC SH1322SO AA Flight Steps
STC SH2073SO AAI Pilot/Co-pilot Shoulder Harness
STC SH2073SO AAI Rear Shoulder Harness
STC SH 2617SO AAI Hat Rack Safety Net
STC SH 2243SO AAI Folding Maintenance Step X2
STC SH1282SO AAI Step Handle X2
STC SR09069RC Concorde Battery
STA SH 83-6 Rilpa Bearpaws
BHT-SI-206-94 Cargo Suspension, Removable
BHT-SI-206-94 Cargo Hook, Fixed Provisions
STC SH-1385SO AAI Cargo Mirror
STC SH1184SO AAI Rain Gutter Kit
Astro Tech Clock
206-SI-67 QD Duals - Fixed Provisions
LSTC W-LSH91-4/D Bell 206 Cyclic Grip
STC SR00513AT AAI T/R Pedal Lockout Kit
Artex ELT
Fire Extinguisher (Halon 1202)
First Aid Kit
206-SI-65 Airframe Fuel Filter
STA SH01-53 Rilpa Auto Relight
STC SH2728NM Paravion Cabin Heat
Hour Meter - Main Cabin
STC SH200GL Engine Oil Filter (Facet)
STC SH11-40 Engine Mount Quick Removal Kit
206-SI-70 Partical Seperator
PHI-206-60171 Sloped Panel
010-10826-00 GPS Antenna
AMS44 Audio Panel
93000RC Encoder Trans-Cal
071-1041-01 Power Converter
NPX 138N-000 FM NAT
190-00067-62 VHF GNT Garmin
010-00188-03 Transponder Garmin
STA SH 79-1 Rilpa Increased Fuel Adapter
STA SH96-72 Fuel Scupper Assy.
206-SI-103 Reverse Scoops
STC SH1392SO/D AAI Fwd Crosstube SN 70954
STC SH1392SO/D AAI Aft Crosstube SN 60886
STC SH2804SO/D AAI Skid Tube
STC SH96-75 AAI Space Maker
LSTC W-LSH91-4/D Rilpa Longline Electrical Facility, includes cyclic grip
STC SH 3289SO AAI Floor Protector Kit - Fronts
STC SH 3289SO AAI Floor Protector Kit - Aft
STC SH244WE AAI Cyclic Cover
STC SH2373SO AAI Collective Cover
STC SH5773SW AAI Pilot & Co-pilot Rubber mount Window
STC SR01582AT AAI Crew Passenger Window Deflector
STC SH5685SW AAI Rubber Mount Wedge Window Passenger
STC SH3298SO AAI Interior Trim Kit
STC SR00044AT AAI Composite Battery Door
STC SH3511SW Nordam Baggage Door

Search ID#: Z10422543

4 STC SH1664SO AAI Replacement Windshield
 STC SH1664SO AAI Replacement of Skylights
 STC SH5850SW AAI Pop out Chin Bubble Assembly
 STC SH5819SW Benz Fuel Pressure Transducer

COMPONENTS
 DESCRIPTION PART NUMBER SERIAL NUMBER
 M/R BLADE 206-010-200-133 TAC-1367
 P/S R72041 05/15/17
 M/R BLADE 206-010-200-133 TAC-1467
 P/S R72041 05/15/17
 M/R HUB ASSY 206-011-100-021 JILM-53036
 P/S R72041 05/15/17
 YOKE ASSY 206-010-101-129 A-1163
 TRUNNION 206-011-113-103 HB2604
 M/R GRIP ASSY 206-010-102-121A HBFS1002
 M/R GRIP ASSY 206-010-102-121A HBFS1003
 TT STRAP AA-206-011-154-105 BA11380
 TT STRAP AA-206-011-154-105 BA11381
 M/R FITTING 206-011-140-001 FWFS1580
 M/R FITTING 206-011-140-001 FWFS2597
 M/R STRAP PIN 206-010-123-003 DIFS24122
 M/R STRAP PIN 206-010-123-003 DIFS24224
 LATCH BOLT 206-011-260-103 SU11019
 LATCH BOLT 206-011-260-103 SU11032
 MAST ASSY 206-040-002-109 FAJF-56680
 SWASHPLATE ASSY 206-010-450-011 GDJG-90346
 S/P SUPPORT ASSY 206-010-452-005 GD-9142-11
 COLLECTIVE SLEEVE 206-010-454-005 GD-9238-14
 COLLECTIVE IDLER LINK 206-010-407-001 GD-9236-14
 COLLECTIVE LEVER 206-010-467-001 GD-9271-14

Current

Search ID#: Z10422543

5	MAIN DRIVESHAFT 206-040-015-103 A20-01920 M/R TRANSMISSION ASSY 206-040-002-025 BKW-11973 HYDRAULIC PUMP 206-076-022-101 05405 HYDRAULIC SERVO 206-076-031-017 RH0198 HYDRAULIC SERVO 206-076-031-017 RH1406 HYDRAULIC SERVO 206-076-031-017 RH1759 SUPPORT, HYDRAULIC 206-001-566-101 RH561 TUBE, LOWER COLLECTIVE 206-001-194-001 MS-1253 FREEWHEEL ASSY 206-040-270-003 BMB-10197 FREEWHEEL CLUTCH CL42250-1 FD17787 T/R HUB & BLADE ASSY 206-011-810-013 REL45100 T/R HUB ASSY 206-011-810-015 AAG-52007 T/R YOKE ASSY 206-011-811-009 AI-03312 T/R BLADE 206-016-201-001 TCT-4513 T/R BLADE 206-016-201-127 CS-5602 T/R GEARBOX 206-040-400-107 A-259 T/R SHAFT 206-040-301-029 BT-443 STARTER GENERATOR 23032-048 22539 CARGO HOOK SP-4232-4 1913 ENGINE ASSY 250-C20B CAE-835939 COMPRESSOR ASSY 6890550 CAC-37237 IMPELLER 23079638 KR117318 TURBINE ASSY 23038241 CAT-24175 1ST STAGE WHEEL M250-10223 X607780 2ND STAGE WHEEL 23073854 X587843 GP TIEBOLT CYCLES 23068265 NC86303 3RD STAGE WHEEL 23065833 X559619 4TH STAGE WHEEL 6853279 X562469 GEARBOX ASSY 6894171 CAG-33460 FUEL PUMP TRW 386500-5 T1589 FUEL NOZZLE 23077068 AG-167D FUEL CONTROL ASSY 2524644-31 334396 PT GOVERNOR 2549170-1 HR46567 BLEED VALVE 23053176 FF-29701 DOUBLE CHECK VALVE 6876557 42918	Current
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6	Item Notes TCCA Certificate of Airworthiness - Original - Dated Dec 1/2016 In Aircraft TCCA Certificate of Registration- Original - Dated Aug 2/2016 In Aircraft Journey Log Book - Eclipse Helicopters Vol.1 In Aircraft Aircraft Flight Manual - Rev.16 - Dated Feb 3/2017 In Aircraft Weight & Balance Report - Amendment Original - Dated Nov 28/2016 In Aircraft - In Flight Manual Engine Log Book - Rolls Royce Original Component History Binder Original (collectively the "Helicopter")	Current
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Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 17090127372

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2017-Sep-01

Registration Status: Current

Expiry Date: 2019-Sep-01 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1703 13889

Judgment Date is 2017-Jun-20

This Writ was issued on 2017-Sep-01

Type of Judgment is Other

Original Judgment Amount: \$22,400.00

Costs Are: \$400.00

Post Judgment Interest: \$0.00

Current Amount Owed: \$22,800.00

Exact Match on: Debtor

No: 1

Solicitor / Agent

RYAN HENRIQUES
1300, 10020 101A AVENUE
EDMONTON, AB T5J 3G

Phone #: 780 439 7171

Fax #: 780 439 0475

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8 AVENUE SW
CALGARY, AB T2P 3P2

Current

Creditor(s)

Block

Status

1

Current

Search ID#: Z10422543

CANADIAN NATIONAL RAILWAY COMPANY
1300, 10020 101A AVENUE
EDMONTON, AB T5J 3G

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 17112713886

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2017-Nov-27

Registration Status: Current

Expiry Date: 2019-Nov-27 23:59:59

Issued in Wetaskiwin Judicial Centre

Court File Number is 1712 000272

Judgment Date is 2017-Nov-07

This Writ was issued on 2017-Nov-17

Type of Judgment is Other

Original Judgment Amount: \$111,416.36

Costs Are: \$2,400.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$113,816.36

Exact Match on: Debtor

No: 1

Solicitor / Agent

JACKIE HANDEREK & FORESTER
200, 4710 - 50 STREET
LEDUC, AB T9E 6W2

Phone #: 780 986 5081

Fax #: 780 986 8807

Reference #: 63414 PH

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE, SW
CALGARY, AB T2P 3P2

Current

Creditor(s)

Block

Status

1

Current

Search ID#: Z10422543

MACK VAC EXCAVATION LTD.
P.O. BOX 3855 STN. MAIN
LEDUC, AB T9E 6M8

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 17122220919

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Dec-22

Registration Status: Current

Expiry Date: 2020-Dec-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	OPSMOBIL INC. 1200-815-8 AVE SW CALGARY, AB T3P 3P2	Current

Block

		<u>Status</u>
2	TOBBER, RYAN, JAMES WRIGHT 133 WEST TERRACE POINT COCHRANE, AB T4C 1S1	Current

Birth Date:
1979-May-01

Secured Party / Parties

Block

		<u>Status</u>
1	HALFORD & VELENTINE (1991) LTD. O/A VALENTINE VOLVO 11 RICHARD WAY SW CALGARY, AB T3E 7M8	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	YV4A22RM9J1009708	2018	VOLVO XC60 AWD	MV - Motor Vehicle	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18012323191

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2018-Jan-23

Registration Status: Current

Expiry Date: 2020-Jan-23 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 1801-01005

Judgment Date is 2017-Dec-06

This Writ was issued on 2018-Jan-19

Type of Judgment is Crown

Original Judgment Amount: \$11,412.98

Costs Are: \$1,200.00

Post Judgment Interest: \$0.00

Current Amount Owning: \$12,612.98

Exact Match on: Debtor

No: 1

Solicitor / Agent

KALYN M. HUNLEY
102, 10820 24 STREET SE
CALGARY, AB T2Z 4C9

Debtor(s)

Block

Status

1 OPSMOBIL INC.
200-815 8 AVE SW
CALGARY, AB T2P 3P2

Current

Creditor(s)

Block

Status

1 521569 ALBERTA LTD.
39 SUNSET RIDGE DR
FOOTHILLS, AB T1S 5B7

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18021413451

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Feb-14

Registration Status: Current

Expiry Date: 2021-Feb-14 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL INC.
1200, 815 - 8 AVENUE SW
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 AIRBORNE ENERGY SOLUTIONS INC.
480 AVIATION WAY NE
CALGARY, AB T2E 7G3

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	CGVYI	1979	EUROCOPTER AS350D	AC - Aircraft Canada	Current
2	1041	1979	AIRFRAME	AC - Aircraft Canada	Current
3	LE43066E	1	ENGINE LTS101700D2	AC - Aircraft Canada	Current
4	CGTYU	1977	BELL 206B	AC - Aircraft Canada	Current
5	2144	1977	AIRFRAME	AC - Aircraft Canada	Current
6	CAE822928	1	ENGINE RR250C20B	AC - Aircraft Canada	Current
7	CGHP0	1977	BELL 206B	AC - Aircraft Canada	Current
8	2151	1977	AIRFRAME	AC - Aircraft Canada	Current
9	CAE823191	1	ENGINE RR250C20B	AC - Aircraft Canada	Current
10	CFHAK	1982	EUROCOPTER AS350BA+	AC - Aircraft Canada	Current

Search ID#: Z10422543

11	1545	1982	AIRFRAME	AC - Aircraft Canada	Current
12	LE43492	1	ENGINE LTS101600A3A	AC - Aircraft Canada	Current
13	CFHAP	2000	EUROCOPTER AS350B2 FX2	AC - Aircraft Canada	Current
14	3292	2000	AIRFRAME	AC - Aircraft Canada	Current
15	400100033	1	ENGINE LTS101700D2	AC - Aircraft Canada	Current
16	CHFAU	1993	EUROCOPTER AS350BA FX2	AC - Aircraft Canada	Current
17	2778	1993	AIRFRAME	AC - Aircraft Canada	Current
18	LE47161C	1	ENGINE LTS101700D2	AC - Aircraft Canada	Current
19	CFXED	1998	EUROCOPTER AS350BA FX2	AC - Aircraft Canada	Current
20	3087	1998	AIRFRAME	AC - Aircraft Canada	Current
21	CFXEJ	1978	EUROCOPTER AS350BA FX2	AC - Aircraft Canada	Current
22	1031	1978	AIRFRAME	AC - Aircraft Canada	Current
23	CGZCH	1979	BELL 206B	AC - Aircraft Canada	Current
24	2729	1979	AIRFRAME	AC - Aircraft Canada	Current
25	CAE835939	1	ENGINE 6878470	AC - Aircraft Canada	Current
26	CDHR	2001	CESSNA 172R	AC - Aircraft Canada	Current
27	17281007	2001	AIRFRAME	AC - Aircraft Canada	Current
28	L3450651E	1	ENGINE LYCOMING IO360	AC - Aircraft Canada	Current
29	CFIGL	2006	CESSNA 172R	AC - Aircraft Canada	Current
30	17281007	2006	AIRFRAME	AC - Aircraft Canada	Current
31	L3043951A	1	ENGINE LYCOMING IO360	AC - Aircraft Canada	Current
32	CGAEN	2000	CESSNA 172S	AC - Aircraft Canada	Current
33	172S8355	2000	AIRFRAME	AC - Aircraft Canada	Current
34	L2953651A	1	ENGINE LYCOMING IO360	AC - Aircraft Canada	Current
35	CGFXS	2000	CESSNA 172S	AC - Aircraft Canada	Current
36	172S8358	2000	AIRFRAME	AC - Aircraft Canada	Current
37	L2947051A	1	ENGINE LYCOMING IO360L2A	AC - Aircraft Canada	Current
38	CGFYK	1976	CESNA U206F	AC - Aircraft Canada	Current
39	U20603350	1976	AIRFRAME	AC - Aircraft Canada	Current

Search ID#: Z10422543

40	832536R	1	ENGINE LYCOMING IO520	AC - Aircraft Canada	Current
41	CFZHG	1972	PIPER PA31	AC - Aircraft Canada	Current
42	31753	1972	AIRFRAME	AC - Aircraft Canada	Current
43	L726061A	1	ENGINE LYCOMING T10540	AC - Aircraft Canada	Current
44	CFZGP	1973	BELL 206B	AC - Aircraft Canada	Current
45	940	1973	AIRFRAME	AC - Aircraft Canada	Current
46	CAE822919	1	ENGINE RR250C20B	AC - Aircraft Canada	Current

Collateral: General

Block **Description**

Status

Search ID#: Z10422543

1 SCHEDULE "A" Current

A. True Sublease Agreement between Airborne Energy Solutions Inc., as Sub- Lessor, and OpsMobil Inc., as Sub-Lessee, of:

(a) Eurocopter Helicopter, Model AS350D, Airframe Serial Number 1041, registered in Canada under Canadian Registration C-GVYI, Engine LTS101-600A2 P/N 4-001-000-16 S/N LE-43066E;

(b) Bell Helicopter, Model 206B, Airframe Serial Number 2144, registered in Canada under Canadian Registration C-GTYU, Engine RR250-C20B P/N 6878470 S/N CAE-822928;

(c) Bell Helicopter, Model 206B, Airframe Serial Number 2151, registered in Canada under Canadian Registration C-GHPO, Engine RR250-C20B P/N 6878470 S/N CAE-823191;

(d) Eurocopter Helicopter, Model AS350BA+, Airframe Serial Number 1545, registered in Canada under Canadian Registration C-FHAK, Engine LTS101-600A3-A PN 4-001-000-31 S/N LE-43492;

(e) Eurocopter Helicopter, Model AS350B2 FX2, Airframe Serial Number 3292, registered in Canada under Canadian Registration C-FHAP, Engine LTS101-700D2 PN 4-001-000-33;

(f) Eurocopter Helicopter, Model AS350BA FX2, Airframe Serial Number 2778, registered in Canada under Canadian Registration C-FHAU, Engine LTS101-700D2 PN 4-001-000-33 S/N LE-47161C;

(g) Eurocopter Helicopter, Model AS350BA FX2, Airframe Serial Number 3087, registered in Canada under Canadian Registration C-FXED, Engine LTS101-700D2 PN 4-001-000-33;

(h) Eurocopter Helicopter, Model AS350BA FX2, Airframe Serial Number 1031, registered in Canada under Canadian Registration C-FXEJ, Engine LTS101-700D2 PN 4-001-000-33; and

(i) Bell Helicopter, Model 206B, Airframe Serial Number 2729, registered in Canada under Canadian Registration C-GZCH, Engine RR250-C20B P/N 6878470 S/N CAE-835939;

Search ID#: Z10422543

- 2 complete with all engines, rotors, blades, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Security Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframes, engines, components, parts or other equipment or that may be detached or removed from the airframes, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing helicopters, their airframes, engines, components, parts or other equipment, and all other material relating to the helicopters, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Sublease Agreement.
- B. True Lease Agreement between Airborne Energy Solutions Inc., as Lessor, and OpsMobil Inc., as Lessee, of:
- (a) Cessna Aircraft, Model 172R, Airframe Serial Number 17281007, registered in Canada under Canadian registration C-GDHR, Engine Lycoming IO-360 P/N IO-360-L2A S/N L-34506-51E;
- (b) Cessna Aircraft, Model 172R, Airframe Serial Number 17281270, registered in Canada under Canadian registration C-FIGL, Engine Lycoming IO-360 P/N IO-360-L2A S/N L-30439-51A;
- (c) Cessna Aircraft, Model 172S, Airframe Serial Number 172S8355, registered in Canada under Canadian registration C-GAEN, Engine Lycoming IO-360 P/N IO-360-L2A S/N L-29536-51A;
- Current

Search ID#: Z10422543

- 3 (d) Cessna Aircraft, Model 172S, Airframe Serial Number 172S8358, registered in Canada under Canadian registration C-GFXS, Engine Lycoming IO-360-L2A P/N IO-360-L2A S/N L-29470-51A; Current
- (e) Cessna Aircraft, Model U206F, Airframe Serial Number U206-03350, registered in Canada under Canadian registration C-GFYK, Engine Lycoming IO-520 P/N IO-520-DCF S/N 832536-R;
- (f) Piper Aircraft, Model Piper PA-31, Airframe Serial Number 31-753, registered in Canada under Canadian registration C-FZHG, Engine Lycoming TIO-540 P/N TIO-540-A2C S/N L-7260-61A and Engine Lycoming S/N L-7379-61A; and
- (g) Bell Helicopter, Model 206B, Airframe Serial Number 940, registered in Canada under Canadian registration C-FZGP, Engine RR 250-C20B P/N 6878470 S/N CAE-822919;
- complete with all engines, rotors, blades, wings, propellers, appliances, components, accessories, instruments, navigational and communications equipment, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including "Proceeds" as that term is defined by the Personal Property Security Act of Alberta) of whatsoever nature or kind, including that may from time to time be incorporated or installed in or attached to the airframes, engines, components, parts or other equipment or that may be detached or removed from the airframes, engines, components, parts or other equipment, and all records, logs, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the foregoing aircraft and helicopter, their airframes, engines, components, parts or other equipment, and all other material relating to the aircraft and helicopter, and any and all property replaced or substituted for any of the foregoing, and including, without limitation, certain specific items as more properly described in such True Lease Agreement.

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18030119148

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2018-Mar-01

Registration Status: Current

Expiry Date: 2020-Mar-01 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 1801-00225

Judgment Date is 2018-Jan-04

This Writ was issued on 2018-Feb-28

Type of Judgment is Other

Original Judgment Amount: \$4,546.49

Costs Are: \$111.34

Post Judgment Interest: \$0.00

Current Amount Owing: \$4,663.94

Exact Match on: Debtor

No: 1

Solicitor / Agent

AZPERLEGAL SERVICES INC.
419 BROOKPARK DRIVE SW
CALGARY, AB T2W 2W8

Phone #: 403 629 5702

Fax #: 403 567 1347

Reference #: WIRELESS/OPSMOBIL

Debtor(s)

Block

1 OPSMOBIL INC.
1200-815-8 AVE SW
CALGARY, AB T2P 3P2

Status

Current

Creditor(s)

Block

1

Status

Current

Search ID#: Z10422543

WIRELESS ADVISORS CALGARY INC.
419 BROOKPARK DRIVE SW
CALGARY, AB T2W 2W8

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18041035116

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-Apr-10

Registration Status: Current

Expiry Date: 2018-Oct-10 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-Apr-06

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Apr-06

Accessories were provided on 2018-Apr-06

Lien Amount is \$4,535.75

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE SW
CALGARY, AB T2P3P2

Current

Person(s) Claiming Lien

Block

Status

1 FOUNTAIN TIRE (ESTEVAN) LTD.
101 4TH ST, PO BOX 630
ESTEVAN, SK S4A2A6

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C7WDNFXCG349392	2012	DODGE RAM 5500	MV - Motor Vehicle	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18050321316

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-03

Registration Status: Current

Expiry Date: 2018-Nov-03 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-Apr-30

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Apr-30

Accessories were provided on 2018-Apr-30

Lien Amount is \$5,024.63

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

1 OPSMOBIL INC.
1200-815 8TH AVE SW
CALGARY, AB T2P3P2

Status

Current

Person(s) Claiming Lien

Block

1 FOUNTAIN TIRE (ESTEVAN) LTD.
101 4TH ST, PO BOX 630
ESTEVAN, SK S4A2A6

Status

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	3C7WDNFL3CG1ZZ884	2012	DODGE RAM 5500	MV - Motor Vehicle	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18050938367

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-09

Registration Status: Current

Expiry Date: 2018-Nov-09 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-07

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-07

Accessories were provided on 2018-May-07

Lien Amount is \$3,845.97

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

Status

1 OPSMOBIL INC.
1200-815 8TH AVE SW
CALGARY, AB T2P3P2

Current

Person(s) Claiming Lien

Block

Status

1 FOUNTAIN TIRE (ESTEVAN) LTD.
101 4TH ST, PO BOX 630
ESTEVAN, SK S4A2A6

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C7WRNBL8EG222876	2014	DODGE RAM 5500	MV - Motor Vehicle	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18051020280

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-10

Registration Status: Current

Expiry Date: 2018-Nov-10 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-08

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-08

Accessories were provided on 2018-May-08

Lien Amount is \$1,474.20

Exact Match on: Debtor

No: 1

Vehicle Owner(s)**Block****Status**

1 OPSMOBIL INC.
1200-815 8TH AVE SW
CALGARY, AB T2P3P2

Current

Person(s) Claiming Lien**Block****Status**

1 FOUNTAIN TIRE (ESTEVAN) LTD.
101 4TH ST, PO BOX 630
ESTEVAN, SK S4A2A6

Current

Collateral: Serial Number Goods**Block****Serial Number****Year****Make and Model****Category****Status**

1 3C6TR5DT4EG319254 2014 RAM 2500 MV - Motor Vehicle Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18051113012

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2018-May-11

Registration Status: Current

Expiry Date: 2020-May-11 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1803 09392

Judgment Date is 2018-May-10

This Writ was issued on 2018-May-10

Type of Judgment is Other

Original Judgment Amount: \$5,583.74

Costs Are: \$110.19

Post Judgment Interest: \$0.00

Current Amount Owing: \$5,693.93

Exact Match on: Debtor

No: 1

Solicitor / Agent

KIRWIN LLP
100, 12420-104 AVENUE NW
EDMONTON, AB T5N 3Z9

Phone #: 780 448 7401

Reference #: 24961/gps

Debtor(s)

Block

1 OPSMOBIL INC.
1200, 815-8TH AVE SW
CALGARY, AB T2P 3P2

Status

Current

Creditor(s)

Block

1

Status

Current

Search ID#: Z10422543

MAX FUEL DISTRIBUTORS LTD.
C/O 100, 12420-104 AVENUE NW
EDMONTON, AB T5N 3Z9

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18051836134

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-18

Registration Status: Current

Expiry Date: 2018-Nov-18 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-17

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-17

Accessories were provided on 2018-May-17

Lien Amount is \$1,583.18

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

1 OPSMOBIL INC.
1200-815 8TH AVE SW
CALGARY, AB T2P3P2

Status

Current

Person(s) Claiming Lien

Block

1 FOUNTAIN TIRE (ESTEVAN) LTD.
101 4TH ST, PO BOX 630
ESTEVAN, SK S4A2A6

Status

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	3C6TR5CT8EG144184	2014	RAM 2500	MV - Motor Vehicle	Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18061424246

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jun-14

Registration Status: Current

Expiry Date: 2021-Jun-14 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 OPSMOBIL
815 - 8TH AVENUE SW, SUITE 1200
CALGARY, AB T2P 3P2

Current

Secured Party / Parties

Block

Status

1 1807173 ALBERTA LTD.
940A 11TH AVENUE SW
CALGARY, AB T2R 0E7

Current

Collateral: General

Block

Description

Status

1 Sharp MX5141N 51 PPM Colour MFP Copier Serial Number 35075215

Current

Search ID#: Z10422543

Business Debtor Search For:

OPSMOBIL INC.

Search ID #: Z10422543

Date of Search: 2018-Jun-25

Time of Search: 11:24:03

Registration Number: 18062229751

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2018-Jun-22

Registration Status: Current

Expiry Date: 2020-Jun-22 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 1801-08143

Judgment Date is 2018-Jun-08

This Writ was issued on 2018-Jun-22

Type of Judgment is Other

Original Judgment Amount: \$10,921.33

Costs Are: \$218.00

Post Judgment Interest: \$0.00

Current Amount Owning: \$11,139.33

Exact Match on: Debtor

No: 1

Solicitor / Agent

CANADIAN AVROTABLES LIMITED
201 - 3053 EDMONTON BOULEVARD
NORTH VANCOUVER, BC V7R 2N5

Debtor(s)

Block

Status

1 OPSMOBIL INC
1600-421 7 AVE SW
CALGARY, AB T2P 4K9

Current

Creditor(s)

Block

Status

1 CANADIAN AVROTABLES LIMITED
201 - 3053 EDMONTON BOULEVARD
NORTH VANCOUVER, BC V7R 2N5

Current

Search ID#: Z10422543

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	1FT8W3D66FEA43318	2015	FORD F-350	MV - Motor Vehicle	Current
2	3C6TR5DT8FG571008	2015	RAM 2500	MV - Motor Vehicle	Current
3	YV4902RM4F2720159	2015	VOLVO XC60	MV - Motor Vehicle	Current

Search ID#: Z10422543

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

11042827285

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

11060627795

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040231957

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040427944

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040428418

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

13040428766

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Reg. #

13040428957

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Reg. #

13040429111

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Reg. #

13040429493

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Reg. #

13040430757

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

SECURITY AGREEMENT

Reg. #

13040431198

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040431499

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040431811

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040432235

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040433723

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040433938

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040434202

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040434456

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040434679

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040435008

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040435305

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040435720

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040435988

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040436132

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040436339

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040436574

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040436694

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040436765

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13040436897

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040436970

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040437141

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040437331

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040437518

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040437656

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13040438008

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

13042923596

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

13042923928

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Reg. #

14032707875

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Reg. #

18051423374

REPORT OF SEIZURE

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

15122213884

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

Reg. #

15122213909

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

15122213958

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

15122214354

LAND CHARGE

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

15122214442

LAND CHARGE

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200, 815 8TH AVENUE SW
CALGARY, AB T2P 3P2

15122214462

LAND CHARGE

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16053119349

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16071410107

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
V1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16071411604

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

16071412128

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

16071414818

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

16071414821

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

16071423043

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

16071424447

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16072709039

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16072709263

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16072722767

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16072723824

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

16081225350

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200-815 8TH AVE SW
CALGARY, AB T2P 3P2

17040428942

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610298

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610395

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610406

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610412

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610456

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610461

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610473

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610586

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610597

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610603

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610691

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610715

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z10422543

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

17102610776

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

17102637517

SECURITY AGREEMENT

Debtor Name / Address

OPSMOBIL GROUP INC.
1200 815 8 TH AVE S W
CALGARY, AB T2P3P2

Reg. #

18041008970

SECURITY AGREEMENT

Result Complete

