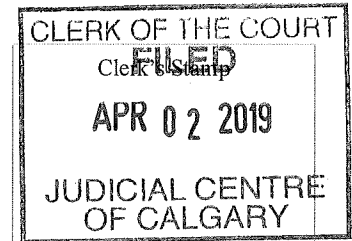


COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS THIRD EYE CAPITAL CORPORATION



RESPONDENTS RANCH ENERGY CORPORATION, OPSMOBIL INC.,
1734163 ALBERTA INC., 1859821 ALBERTA INC.,
OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION
INC., OPSMOBIL ENERGY SERVICES INC., AIR
DALLAIRE LTD. AND K.L. CAPITAL CORP.

DOCUMENT SEVENTH REPORT OF THE RECEIVER
April 2, 2019

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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INTRODUCTION

1. Third Eye Capital Corporation (“TEC”) issued a notice of intention to enforce security on June 6, 2018, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the “BIA”) against Ranch Energy Corporation (“Ranch”), OpsMobil Inc. (“OMI”), 1734163 Alberta Inc. (“1734 AB”), 1859821 Alberta Inc. (“1859 AB”), OpsMobil Group Inc. (“OMGI”), OpsMobil Construction Inc. (“OMCI”), OpsMobil Energy Services Inc. (“OMESI”), Air Dallaire Ltd. (“Air Dallaire”) and K.L. Capital Corp. (“KLCC”) (collectively the “Corporations”). OMI, OMGI, OMCI, OMESI, Air Dallaire and KLCC are collectively referred to as “OpsMobil”.
2. Ernst & Young Inc. was appointed as receiver (the “Receiver”) of the Corporations’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”) pursuant to an order of the Court of Queen’s Bench of Alberta (the “Honourable Court”) dated July 19, 2018, (the “Receivership Date”), as amended on August 7, 2018 (the “Receivership Order”).
3. The Receivership Order authorizes the Receiver, among other things, to carry on the business of the Corporations, to sell, convey, transfer, lease or assign the Property out of the normal course of business, subject to approval of this Honourable Court for any transactions exceeding \$100,000, or the aggregate of multiple transactions exceeding \$500,000, and to make such arrangements or agreements as deemed necessary by the Receiver.

PURPOSE

4. The purpose of this seventh report of the Receiver (the “Seventh Report”) is to provide this Honourable Court with the Receiver’s:
 - a) General comments on an amended application by Airborne Energy Solutions Inc. (“AES”) for an express trust, a constructive trust, specific performance and an approval and vesting order (the “Initial AES Application”) in respect of certain OpsMobil’s aerial surveillance and scanning, chemical spraying and local charter business (the “Initial Aircraft Assets”);
 - b) Comments on the settlement agreement between AES, TEC and the Receiver (the “Settlement Agreement”) to contemporaneously sell to AES, substantially all the assets of OpsMobil pursuant to the Amended AES PSA and the Second AES PSA (collectively defined below);
 - c) Comments on the proposed amended purchase and sale agreement (the “Amended AES PSA”) from AES (the “Amended AES Transaction”) to purchase the Initial Aircraft Assets;

- d) Comments on the proposed second purchase and sale agreement (the “Second AES PSA”) from AES (the “Second AES Transaction”) to purchase substantially all of the additional OpsMobil aviation property (the “Additional Aviation Property”); and
- e) Recommendation in respect of the Receiver’s application to approve the Settlement Agreement, the Amended AES Transaction as contemplated in the Amended AES PSA, and the Second AES Transaction as contemplated in the Second AES PSA.

TERMS OF REFERENCE

- 5. All references to dollars are in Canadian currency unless otherwise noted.
- 6. Capitalized terms not defined in this Seventh Report are as defined in the Receivership Order, the first report of the Receiver dated August 8, 2018 (the “First Report”) or the second report of the Receiver dated September 24, 2018 (the “Second Report”) The third, fourth, fifth and sixth reports of the Receiver relate to the Ranch receivership matters and do not contain information to the matter herein.

THE INITIAL AES APPLICATION

- 7. The Receiver’s role is to deal with the property of the Corporations in a commercially reasonable manner having regard to the interests of all stakeholders in the Corporations. Accordingly, since the Court adjourned the Initial AES Application on August 10, 2018, the Receiver has been working diligently with AES and TEC (and other interested stakeholders) to resolve matters arising out of the Initial AES Application, and in particular those matters related to AES’ proposed purchase of the Initial Aircraft Assets (the “Initial AES Transaction”), in the most commercially reasonable manner. These efforts included numerous phone calls and meetings with AES, TEC and their counsel, as noted in Affidavit No. 3 of Kenneth I. Mizera filed on September 28, 2018 (the “Third Mizera Affidavit”) and after the date of the Third Mizera Affidavit.
- 8. For the reasons set out in the Brief of Law and Argument of the Receiver, filed on August 8, 2018 (the “Receiver’s Brief”), the Receiver had serious concerns regarding the Initial AES Transaction in the form contemplated by the AES PSA. In particular, the Receiver was concerned that the Initial AES Transaction constitutes a set-off and a preference contrary to the BIA and insolvency law. As discussed further below, the Receiver’s concerns have been addressed and are no longer relevant as a result of the Amended AES Transaction.
- 9. The Receiver had prepared a report, without limitation, in relation to the Third Mizera Affidavit, the Initial AES Transaction and the Initial AES Application to clarify certain facts on the record.

As explained further below, the Receiver is content that AES and TEC were able to reach a settlement of the issues related to the Initial AES Transaction and as a result has held back filing this report.

10. The Receiver is pleased that AES and TEC were finally able to reach a settlement of the issues related to the Initial AES Transaction. The Receiver is of the view that continuing litigation would have diminished the value of the estate, to the detriment of stakeholders and that transitioning the OpsMobil business back to the Receiver would have been complicated, expensive and time consuming.

SETTLEMENT AGREEMENT

11. On October 25, 2018, the Receiver executed the Settlement Agreement with AES and TEC pursuant to which the parties as well as the entities affiliated with AES (being Rilpa Enterprises Ltd. ("Rilpa") and Classic Helicopters Ltd.) agreed to, among other things, settle the litigation claims between them.
12. AES remitted a good faith non-refundable deposit upon execution of, and in accordance with the terms of the Settlement Agreement. A further deposit is required to be remitted by AES within 48 hours of executing the Amended AES PSA and Second AES PSA.
13. Ultimately, a disagreement arose between the parties as to the interpretation of the terms of the Settlement Agreement, and the parties were unable, after executing the Settlement Agreement, to agree upon the terms of definitive documents. As a result, further discussions and negotiations ensued as between AES, TEC and the Receiver.
14. After a series of discussions and an all-hands meeting between representatives of AES, TEC, the Receiver and their respective counsel held on March 18, 2019 at the office of the Receiver's counsel, the parties reached agreement as to the terms of the Amended AES Transaction and the Second AES Transaction. Fully executed copies of the Amended AES PSA and the Second AES PSA were circulated on April 2, 2019. In addition, AES provided a trust cheque for the second deposit to the Receiver on April 2, 2019 in accordance with section 2.4(b) of the Amended AES PSA.

AMENDED AES TRANSACTION

15. The Amended AES Transaction no longer contemplates set-off of pre-receivership amounts alleged to be owing by OpsMobil to Rilpa, and does not contemplate any other set-off. As a result, the Amended AES Transaction alleviates the Receiver's concerns that the Initial AES Transaction constituted a set-off and a preference contrary to the BIA and insolvency law generally.

16. The Amended AES PSA contemplates the purchase by AES of the Initial Aircraft Assets and is subject to Court approval.
17. A redacted copy of the Amended AES PSA is attached as Appendix 'A' to this Seventh Report.
18. Closing of the Amended AES PSA is to be the later of two business days after Court approval or any date mutually agreed between the parties.
19. The Receiver is of the view that certain details of the Amended AES PSA, including the purchase price set out therein, constitutes commercially sensitive information and, therefore, should remain confidential and sealed on the court record until sometime after closing. The Receiver is concerned that if this information was made public now and the Amended AES PSA did not close, the public disclosure of this commercially sensitive information could have an adverse effect on any future sales process.
20. The redacted portions of the Amended AES PSA are attached, unredacted, to the Confidential Supplement.

SECOND AES TRANSACTION

21. The Second AES PSA contemplates the purchase by AES of substantially all of the remaining OpsMobil aviation property, with the exception of the Excluded Assets, as defined in the Second AES PSA. The Second AES PSA is subject to Court approval.
22. Closing of the Second AES PSA is to be the later of two business days after Court approval or any date mutually agreed between the parties.
23. A redacted copy of the Second AES PSA is attached as Appendix 'B' to this Seventh Report.
24. The redacted portions of the Second AES PSA are attached, unredacted, to the Confidential Supplement.
25. The Receiver is of the view that certain details of the Second AES PSA, including the purchase price set out therein, constitutes commercially sensitive information and, therefore, should remain confidential and sealed on the court record until sometime after closing. The Receiver is concerned that if this information was made public now and the Second AES PSA did not close, the public disclosure of this commercially sensitive information could have an adverse effect on any future sales process.

RECEIVER'S COMMENTS ON THE AMENDED AES TRANSACTION AND SECOND AES TRANSACTION

26. The Receiver supports the Amended AES PSA and the Second AES PSA for a number of reasons. While the Receiver did not separately market the assets subject to the Amended AES PSA and the Second AES PSA, AES has been in possession of the majority of these assets and has operated the Business since November of 2017, well before the Receiver's appointment. Transitioning the assets, the Business and the operations back to the Receiver would be extremely complicated and time consuming. Further, extending the time period for litigation related to the Initial AES Transaction further complicates the likelihood of transitioning the Business as a going concern, as such transition necessarily requires an agreement from the employees (with concerns about job stability) and customers (with concerns about continuity of contracts in the face of a sales process).
27. Thus, given the passage of time, the Receiver is of the view that going to market, as opposed to closing a transaction with AES, would most likely result in the mere liquidation of assets as opposed to concluding a going concern sale. Pursuing such a process would certainly increase the cost of administration of the receivership estate, in circumstances where the estate operates at a loss on a month-to-month basis. Further, this alternative provides no certainty of recovery.
28. For these reasons, the Receiver believes that the Amended AES PSA, in conjunction with the Second AES PSA, likely provides the maximum available recovery from these assets in the unique circumstances of this case.
29. In addition, the Receiver is supportive of the Amended AES PSA and the Second AES PSA based upon the following factors:
- a) The Amended AES PSA will allow for the continued operation of the aviation property and will preserve employment for the significant majority of the AES personnel;
 - b) The Amended AES PSA avoids any costs to shut-down operations and transition the OpsMobil business back to the Receiver. These costs are significant when assessed against the purchase price of the aviation property;
 - c) TEC is the fulcrum creditor and is supportive of the Amended AES PSA and the Second AES PSA; and
 - d) The Receiver believes the consideration in the Amended AES PSA and the Second AES PSA is commercially reasonable, in the best interests of OpsMobil's creditors and other stakeholders and will maximize available recovery in the circumstances.

30. The Receiver's application does not seek approval to make any distributions to creditors.

IMPACT ON OTHER STAKEHOLDERS

Canada Revenue Agency

31. Statutory deemed trusts exist in favour of Her Majesty the Queen in Right of Canada, as represented by the Minister of National Revenue ("CRA") for unremitted source deductions, as well as GST, as set out below:

- a) \$1,818,000 of unremitted source deductions deducted by OMESI from its employees' salaries and wages prior to the Receivership Date and \$943,000 of unremitted GST collected by OMESI prior to the Receivership Date;
- b) \$361,000 of unremitted source deductions deducted by OMGI from its employees' salaries and wages prior to the Receivership Date;
- c) \$355,000 of unremitted source deductions deducted by OMI from its employees' salaries and wages prior to the Receivership Date;
- d) \$4,000 of unremitted source deductions deducted by OMCI from its employees' salaries and wages prior to the Receivership Date and \$54,000 of unremitted GST collected by OMCI prior to the Receivership Date; and
- e) \$20,000 of unremitted GST collected by Air Dallaire prior to the Receivership Date.

(the "Deemed Trust").

32. The CRA has performed an audit of the Deemed Trust. The Receiver has reviewed the Deemed Trust priority with its legal counsel and has concluded that it appears valid in the circumstances.

33. Notwithstanding the validity of these claims, the Corporations' records indicate that the vast majority of the assets subject to the Amended AES PSA and the Second AES PSA are owned by OMGI, with the exception of two pieces of equipment which are owned by KLCC.

Element Financial Corporation

34. There are two helicopters secured by the lender Element Financial Corporation ("Element"), and described as:

- a) one 1998 Eurocopter helicopter AS350BA-FX2 bearing registration mark C-FXHP, including one Lycoming engine model LTS101-700D2; and

- b) one 2000 Eurocopter helicopter EC120B bearing Canadian registration mark C-GEMU, including one Turbomeca engine model Arrius 2F (“C-GEMU”)

(the “Element Helicopters”).

- 35. There is currently an action before the Court of Queen’s Bench of Alberta regarding the priority and rights with respect to a powertrain, components and parts removed from the OpsMobil owned helicopter EC120B bearing Canadian registration mark C-GEMK (“C-GEMK”), over which TEC has security, without the consent of TEC. The C-GEMK powertrain is currently installed in C-GEMU, over which helicopter Element has registered security (the “Element Matter”).
- 36. The Element Helicopters are excluded from both the Amended AES Transaction and the Second AES Transaction.
- 37. The Second AES PSA contemplates a portion of the total purchase price allocated towards the powertrain, remaining in escrow (the “Element Escrowed Funds”) pending resolution of the Element Matter. The parties have agreed that because the Element Matter is ongoing, sale of the C-GEMK powertrain is on hold pending the final outcome of the Element Matter. The Receiver will hold the Element Escrowed Funds in accordance with the terms of the Second AES PSA until the Element Matter is fully and finally resolved (the “Escrow Release Date”).
- 38. On the Escrow Release Date, if Element’s claims are determined to attach to the C-GEMK powertrain, the Receiver will return the Element Escrowed Funds to AES. However, if Element’s claims are found not to attach to the C-GEMK powertrain, the Receiver and AES will complete the purchase of the C-GEMK powertrain. In such case, the Element Escrowed Funds will be transferred to the receivership estate and AES will pay an additional agreed upon amount to the Receiver.

Tumbleweed and Robinson Lien Claims

39. Tumbleweed Leasing Company, Inc., a company incorporated in the State of Utah, has asserted certain lien claims against various Robinson R44 aircraft owned by OMGI, which the Receiver understands are located in Utah (the "Tumbleweed Aircraft"). The Receiver has not reviewed the validity or enforceability of these lien claims.
40. The Second AES PSA contemplates that AES will purchase the Tumbleweed Aircraft, with the Tumbleweed lien claims as more particularly described in the Second AES PSA listed as permitted encumbrances. The Receiver is not responsible for transporting the Tumbleweed Aircraft back to Canada.
41. Similarly, the Receiver understands that Robinson Helicopter Company, the manufacturer of certain aircraft owned by OMGI, has asserted a lien claim over two of such aircraft, located at the manufacturer's warehouse in California (the "Robinson Aircraft"). The Receiver has not received communication directly from the manufacturer in respect of these claims; rather, it has been advised of these claims by AES. As a result, the Receiver has no direct information regarding these liens and has not reviewed the validity or enforceability of them.
42. The Second AES PSA contemplates that AES will purchase the Robinson Aircraft, subject to the Robinson lien claims as more particularly described in the Second AES PSA. The Receiver is not responsible for transporting the Robinson Aircraft back to Canada.

RECOMMENDATION

43. As a result, the Receiver respectfully recommends that this Honourable Court approve the:
- a) Amended AES PSA; and
 - b) Second AES PSA.

Dated at Calgary, this 2nd day of April, 2019.

ERNST & YOUNG INC.
in its capacity as the
Receiver of the Corporations



Peter Chisholm, CPA, CA, CIRP, LIT
Vice-President

APPENDIX 'A'

REDACTED AMENDED AES PSA

AMENDED PURCHASE AND SALE OF ASSETS

This Agreement dated the 28th day of March, 2019.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as court-appointed receiver of the assets, properties and undertaking of **OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC.**, (“OpsMobil”) and not in its personal capacity

(the “Receiver”)

OF THE FIRST PART

-and-

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

(“AES”)

OF THE SECOND PART

RECITALS:

- A. On December 14, 2017 OpsMobil and AES entered into an agreement for the Purchase and Sale of Assets (the “**PSA**”) and a Transition Services Agreement (the “**TSA**”);
- B. Notwithstanding the fact that the transaction contemplated in the PSA has yet to close, AES has been operating certain assets of OpsMobil relating to the Business (as defined below) since November 1, 2017, pursuant to the TSA;
- C. On July 19, 2018 the Receiver was appointed, at the request and application of Third Eye Capital (“**TEC**”) as first secured lender of OpsMobil, to act as receiver of certain assets of OpsMobil and its Affiliates pursuant to the Order of Justice B.E.C. Romaine, of the Court of Queen’s Bench, Judicial District of Calgary, Action No. 1801-09188 (the “**Receivership Order**”);
- D. The Receivership Order provides that AES shall continue to remain in possession and operate the Business until further order of the Court;
- E. AES has continued to be in possession of certain of the Assets and Business and operated the Business to the date hereof;

- F. Pursuant to the terms of the TSA, certain revenues from the Business have been held in trust for AES by OpsMobil (and subsequently by the Receiver) since the Effective Date, with Alberta Treasury Branches, 239-8th Ave. S.W. Calgary, AB, in the OpsMobil bank account number 760-00182687579 (the “**Segregated Account**”);
- G. Certain revenues from the Business from and after the Effective Date have yet to be deposited by certain customers into the Segregated Account (the “**Segregated Account Receivables**”);
- H. The intention of the Parties, by the present Amended Purchase and Sale Agreement, is to, subject to the approval by the Court:
 - (a) restate and amend the PSA to reflect the changed and current circumstances;
 - (b) complete the sale of the Business to AES, as amended herein;
 - (c) transfer to AES the Segregated Account and Segregated Account Receivables without deduction, claim or set-off; and
 - (d) terminate the TSA upon Closing.

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

ARTICLE 1 INTERPRETATION

1.2 Recitals

The recitals to this Agreement form part of this Agreement.

1.3 PSA

The PSA is restated and amended in its entirety by this Amended Purchase and Sale of Assets Agreement as hereinafter set forth.

1.4 TSA

The TSA shall terminate concurrently with Closing of this Agreement, but remain in full force and effect until Closing.

1.5 Definitions

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

“**Affiliate(s)**” means any other Person directly or indirectly controlling, or controlled by or under common control with that Person. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”)

as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract, influence or otherwise.

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

“Aircraft” means the fixed wing aircraft registered in Canada and more properly identified in Schedule A attached hereto including, without limitation, collectively all related engines, components, instruments, avionics, accessories, navigational and communications equipment, appliances, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including insurance proceeds) 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, Transport Canada Approvals, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of such fixed wing aircraft, their airframe, components, parts or other equipment, excepting Excluded Parts Inventory.

“Amended PSA” means this Agreement.

“Approval and Vesting Order” means, upon application by the Receiver, the order of the Court approving the Amended PSA, Second PSA and vesting title to the Assets (including the assets of the Second PSA), Segregated Account and Segregated Account Receivables in the name of the Purchaser upon Closing free and clear of any and all Encumbrances, other than Permitted Encumbrances, in the form attached hereto as Schedule “B” as may be amended by the agreement of the Receiver and Purchaser.

“AES Bank Account” means AES’s Bank Account as advised by AES to the Receiver.

“Assets” means all assets of any nature and kind, real property and personal property, which the Vendor has an interest in related, directly or indirectly to the Business, wheresoever located including the Aircraft, Helicopter, Lands, Leases, Improvements, Equipment, Vehicles, Contracts, Licenses, Intellectual Property, Software, Books and Records, Goodwill, Miscellaneous Interests, choses in action and all those assets described in Schedule “A” attached hereto, other than the Excluded Assets.

“Books and Records” means all information in any form relating to the Business and Assets including books of account, financial and accounting information and records, personnel records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, governance and safety procedures, operating manual, maintenance control manual, copies of all documents, policies, manuals, procedures, business reports, plans and projections, marketing and advertising materials and other document, files,

correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

“**Business**” means the ongoing business, assets and undertakings of the Vendor, as a whole, as conducted as of the Effective Date, related to its aerial surveillance and scanning, chemical spraying and local charter businesses operated by the Vendor and/or its Affiliates in the Province of Alberta and elsewhere in Canada.

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

“**Cash to Close**” means the Purchase Price, less the credited Deposit described in Section 2.4, to be paid by the Purchaser to the Receiver on Closing.

“**Claim**” means any right or claim of any person that may be asserted or made in whole or in part against the Receiver, the Vendor or any of their Affiliates and their respective directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) had the Vendor become bankrupt.

“**Closing**” means the completion of the transaction of purchase and sale contemplated by this Agreement.

“**Closing Date**” means 2:00 p.m. Calgary time on the day that is two Business Days following the receipt of the Approval and Vesting Order or such later date as the Parties may mutually agree upon in writing.

“**Contracts**” means, collectively, Customer Service Contracts and Vendor Contracts.

“**Court**” means the Court of Queen’s Bench of Alberta, Judicial District of Calgary.

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

“Effective Date” means November 1, 2017.

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

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

“Excluded Assets” means:

- (i) Excluded Parts Inventory;
- (ii) All helicopters located at the Whitecourt Facility or otherwise which are not listed in Schedule A;
- (iii) all bank accounts and accounts receivable of the Vendor before the Effective Date; and
- (iv) all assets sold pursuant to the Second PSA and the “Excluded Assets” listed in the Second PSA.

“Excluded Parts Inventory” means those parts, components and accessories located at the Whitecourt Facility which have been separated from the Assets at the Whitecourt Facility and identified by the Vendor to the Purchaser.

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

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

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

“Helicopter” means the helicopter registered in Canada and more properly identified in Schedule A attached hereto including, without limitation, collectively all related engines, rotors, blades, components, instruments, avionics, accessories, navigational and communications equipment, appliances, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including insurance proceeds) 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, Transport Canada Approvals, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of such helicopters, their airframe, components, parts or other equipment.

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

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

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

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

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

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

“Licensed Software” means all software licensed to the Vendor existing as of the date hereof that is used in the Business.

“Losses and Liabilities” means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or order, decision, ruling, proclamation of a Governmental Authority and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis).

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

“MOSS” means the proprietary Software abbreviated for Dispatch Scheduling System.

“Notice” has the meaning set out in Section 9.1 of this Agreement.

“Party” or **“Parties”** means the Receiver and Purchaser, respectively or collectively, together with their respective heirs, executors, administrators, successors, receivers, trustees and permitted assigns.

“Permitted Encumbrances” means:

- (i) the reservations, limitations, provisions and conditions in any original grants from the Crown of any of the Lands and statutory exceptions to title;
- (ii) easements, rights of way, servitudes and other similar rights granted in the ordinary course of business to a public utility, or Governmental Authority with respect to the operations pertaining to the Lands;
- (iii) the rights reserved to or vested in any Governmental Authority by the terms of any lease, license, grant or permit or by any other statutory provision excluding tax statutes; and
- (iv) any Encumbrances provided for or permitted by the Approval and Vesting Order.

For greater certainty, Permitted Encumbrances does not include any matter related directly or indirectly to a Claim against the Vendor or Receiver and/or all Losses and Liabilities existing, contingent, suffered, sustained, payable, paid or incurred by either the Vendor or Receiver arising or accruing before the Closing Date and which relate to the Assets.

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

“Possession Date” means November 1, 2017.

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

“Purchase Price” means the sum of [REDACTED], exclusive of applicable GST.

“Receiver’s Certificate” means the certificate to be filed by the Receiver with the Court confirming closing of this Agreement, the form of which is attached as Schedule A to the Approval and Vesting Order.

“Representative” means, in respect of a person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such person and its Affiliates, and with respect to the Receiver, includes the Receiver and its respective Affiliates, directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives.

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

“Second PSA” means the purchase and sale of assets agreement between the Receiver and AES executed concurrently with this Amended PSA wherein the Receiver has agreed to sell and AES has agreed to buy the assets described in such agreement.

“Segregated Account” means certain revenues from the Business which have been held in trust for AES by OpsMobil (and subsequently by the Receiver) since November 1, 2017, with Alberta Treasury Branches, 239-8th Ave. S.W. Calgary, AB, in the OpsMobil bank account number 760-00182687579.

“Segregated Account Receivables” means certain revenues from the Business which have yet to be deposited by certain customers into the Segregated Account.

“Settlement Agreement” means the Settlement Agreement among AES, TEC and the Receiver dated October 25, 2018.

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

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

“TEC” means Third Eye Capital Corporation.

“Third Party” means any Person not a Party to this Agreement.

“Transport Canada Approvals” means all approvals granted and issued by Transport Canada in respect of the installation, use, maintenance and operation of Equipment on the Aircraft and Helicopters, that are in the possession or control of the Receiver, including, Supplemental Type Certificates, Limited Supplemental Type Certificates and Repair Design Certificates.

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

“Vendor” means, collectively, OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Ltd.

“Vendor Contracts” means collectively any agreement, contract, license, undertaking, engagement or commitment of any nature whatsoever, written or oral, with Third Parties related to the Business, not otherwise defined in this Agreement, as disclosed to and accepted by the

Purchaser at Closing, including without limitation, any and all forward commitment for supplies, services or materials.

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

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

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

1.6 Extended Meanings

Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders include the other genders. The words “including”, “includes” and “include” mean “including (or includes or include) without limitation”.

1.7 Headings

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

1.8 Entire Agreement

This Agreement, the Second PSA and sections 8, 9(c) and 9(d) of the Settlement Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, as amended herein and in the Second PSA. This Agreement and the Second PSA supersede and replace the terms of the Settlement Agreement other than sections 8, 9(c) and 9(d), which continue in full force and effect. This Agreement, the Second PSA and sections 8, 9(c) and 9(d) of the Settlement Agreement contain all of the representations, undertakings and agreements of the Parties and prevail and supersede all prior negotiations or agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. In the event there is a conflict, inconsistency or ambiguity between this Agreement, Second PSA and the Settlement Agreement, the terms of this Agreement and the Second PSA shall prevail to the extent of that conflict, inconsistency or ambiguity.

1.9 Currency, Cheques and Bank Drafts

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

1.10 Severability

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

1.11 Day not a Business Day

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

1.12 Time

Time shall be of the essence of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

- (a) The Purchaser agrees to purchase the Assets from the Receiver, and the Receiver agrees to sell all of the Vendor's interest in the Assets to the Purchaser, free and clear of all Encumbrances, other than Permitted Encumbrances, on the terms and subject to the terms and conditions contained in this Agreement, for the Purchase Price payable by the Purchaser paying to the Receiver the Cash to Close by wire transfer, bank draft or certified cheque payable on the Closing Date.
- (b) The Parties acknowledge and agree that the Receiver has been in possession of some, but not all, of the Assets. The Parties acknowledge and agree that some of the Assets have been in the possession of the Purchaser since the Possession Date. The Receiver shall have no obligation to deliver any of the Assets to the Purchaser other than the Assets in the Receiver's possession and the items expressly set out in Section 6.2. The Parties agree that it is the Purchaser's sole responsibility to obtain, at its sole cost and expense, possession of the Assets including any removal or transportation costs.
- (c) There shall be no adjustment to the Purchase Price in the event the Purchaser is unable to obtain possession of any Assets for any reason. The risk of non-delivery, loss of or damage to any Assets or any inability of the Purchaser to take possession of the Assets is entirely the Purchaser's risk.

2.2 Adjustments

There shall be no adjustments to the Purchase Price or credits granted in favour of AES or the Receiver to alter the Purchase Price including, property taxes, items of expense or income related

to any of the Assets paid, payable, accrued, incurred, received or otherwise originating before Closing or any non-delivery, loss of or damage to any Assets or any inability of AES to take possession of the Assets.

For greater certainty, AES shall, by virtue of the completion of Closing in accordance with this Agreement and the Vesting Order, have no liability of any kind whatsoever in respect of any Claim, Losses or Liabilities against the Vendor or Receiver related directly or indirectly to the Assets originating before the Closing Date.

Notwithstanding the foregoing, in the event there is any loss of or damage to the Assets before the Closing, the Receiver shall at Closing assign and deliver to AES any insurance proceeds in respect of such loss or damage and AES shall be entitled to deduct from the Purchase Price any deductible or co-insurance for which the Receiver is responsible but does not pay.

2.3 Allocation of Purchase Price

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

(a)	Aircraft	
(b)	Helicopter	
(c)	Whitecourt Facility	
(d)	Rocky Mountain House	
(e)	Equipment	
	Total Purchase Price	

The Receiver and Purchaser shall complete all tax returns, designations and elections in a manner consistent with the allocation and otherwise follow the allocation for all tax purposes on and subsequent to the Closing Date and not take any position inconsistent with the allocation. If such allocation is disputed by any taxation or other Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use their commercially reasonable efforts to sustain the allocation. The Parties will share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Agreement to be properly, timely and consistently reported.

2.4 Deposit

- (a) The Receiver acknowledges receipt of a good faith non-refundable first deposit of (the “**First Deposit**”) from AES. The First Deposit will be non-refundable in any event except where the Receiver seeks to alter the terms of the Settlement Agreement in its negotiations with AES with respect to the Amended PSA and the Second PSA.

- (b) AES shall pay to the Receiver a further good faith deposit of [REDACTED] (the “**Second Deposit**”) within two days of the date this Agreement is executed by the Parties. The Second Deposit received by the Receiver shall be held in trust by the Receiver and shall be releasable in accordance with this Agreement.
- (c) If closing occurs in accordance with the terms and conditions of this Agreement, the First Deposit and Second Deposit (collectively, the “**Deposit**”) received by the Receiver shall be credited against the Purchase Price, in partial satisfaction of the Purchaser’s obligation to pay the Purchase Price at Closing.
- (d) If Closing does not occur by the Closing Date:
 - (i) due to a reason that is not attributable to AES or if the Approval and Vesting Order is not issued in a form acceptable to the Parties, the Second Deposit received by the Receiver shall be returned by the Receiver to AES, and this Agreement shall thereupon terminate, and each Party shall be released from all obligations and liabilities under or in connection with this Agreement; or
 - (ii) due to any reason other than as set out in Section 2.4(d)(i), the Receiver shall be entitled to the Deposit, the Deposit shall be forfeited to the Receiver, and the Receiver shall be entitled to terminate this Agreement and shall be released from all obligations and liabilities under or in connection with this Agreement and the Second PSA.

2.5 Leases

Prior to 12:00 pm (Calgary time) on the Monday of the week before the date of the hearing for the Approval and Vesting Order (the “**Filing Deadline**”), the Purchaser shall notify the Receiver as to which Leases, Improvements and Leased Lands it wants to acquire under this Agreement and which ones it does not want. The Receiver shall disclaim the Leases, Improvements and Leased Lands that the Purchaser does not want and the remainder shall be assigned to the Purchaser on Closing pursuant to this Agreement and the Approval and Vesting Order. If the Purchaser does not so notify the Receiver before the Filing Deadline, the Receiver shall transfer all of the Leases, Improvements and Leased Lands to the Purchaser on Closing pursuant to this Agreement and the Approval and Vesting Order.

ARTICLE 3. CONDITION PRECEDENT

3.1 Mutual Condition Precedents to Closing

The respective obligations of each of the Parties to complete the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

- (a) Court Approval. The Court granting the Approval and Vesting Order.

- (b) Parties' Obligations. The Parties shall have, in all material respects, timely performed and satisfied all obligations and covenants required by this Agreement to be performed and satisfied on or prior to the Closing Date.
- (c) Closing of Second PSA. Closing of the transactions contemplated by the Second PSA concurrently with this Agreement.

3.2 Conditions Precedent of Receiver

The obligations of the Receiver to complete the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

- (a) Representations and Warranties. The Purchaser's representations and warranties shall be true and correct in all respects.

3.3 Satisfaction of Conditions Precedent

The Receiver shall bring an application to the Court for the Approval and Vesting Order, such application to be scheduled as soon as reasonably possible, subject to the Court's availability. The Purchaser, at its own expense, shall promptly provide to the Receiver all such information and assistance within the Purchaser's power as the Receiver may reasonably request to obtain the Approval and Vesting Order, including, but not limited to, any arguments necessary to support any bare trust argument.

3.4 Non-fulfillment of Conditions Precedent

The conditions set out above in this Article 3 are conditions precedent to the obligations of the Parties hereto to close the transaction contemplated by this Agreement.

ARTICLE 4 COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 No Representations and Warranties of the Vendor

- (a) The Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis, and that none of the Receiver, the Vendor, nor any of their respective Representatives makes any representations or warranties of any kind whatsoever, express or implied, and in particular, and without limiting the generality of the foregoing, the Receiver expressly negates and disclaims, and none of the Receiver, the Vendor, nor any of their respective Representatives shall be liable for, any representation or warranty which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated (in writing or orally) to the Purchaser or its Representatives in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Receiver, the Vendor or any of their respective Representatives in connection with the Assets or in relation to the transactions contemplated by this Agreement. For greater certainty, none of the Receiver, the Vendor, nor any of their respective Representatives makes any

condition, representation or warranty whatsoever, express or implied, with respect to:

- (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Assets;
 - (ii) data or written or oral information supplied by the Receiver, Vendor or any of their Representatives in connection with the Assets, including by way of management presentations, site visits and diligence meetings or telephone calls or otherwise;
 - (iii) the validity or enforceability of the Contracts, Licenses, Intellectual Property or Miscellaneous Interests,
 - (iv) the value of any of the Assets or the future cash flow therefrom;
 - (v) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate or carry on the Business or any portion thereof;
 - (vi) the nature of any claims attaching to or registered against the Assets; or
 - (vii) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Assets or any other tangible, depreciable equipment or property forming part of the Assets.
- (b) The Purchaser hereby acknowledges and confirms that it is satisfied with its due diligence investigations with respect to the Assets and Business and hereby acknowledges and confirms that it is relying solely on its own investigations concerning the Assets and Business, and it has not relied on any advice from the Receiver, the Vendor or any of their respective Representatives with respect thereto, including with respect to the matters specifically enumerated in this Section 4.1 in connection with the purchase of the Assets and pursuant hereto.
- (c) Any information regarding or describing the Business or Assets in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Except for its rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Receiver and its Representatives in respect of the Business or Assets and any representations or statements made or information or data furnished to the

Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

4.2 Purchaser's Representations and Warranties

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

- (a) Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of the Province of Alberta and has the corporate power, authority, right and capacity to enter into, execute and deliver this Agreement and to carry out the transactions and enter into the other agreements contemplated by this Agreement in the manner contemplated by this Agreement;
- (b) Corporate Authorization. Except for the Approval and Vesting Order, the transactions and other agreements contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Purchaser;
- (c) No Default under other Agreements. Neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under the constating documents or by-laws of the Purchaser or any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound; and
- (d) Investment Canada Act. The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).
- (e) Assets. The Purchaser has been in possession of some of the Assets since the Possession Date. To the knowledge of the Purchaser after reasonable inquiry, none of the Assets in the Purchaser's possession is damaged in any manner.

4.3 Survival of Warranties

The Purchaser's representations and warranties contained herein shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Receiver and the Vendor for a period of 18 months after the Closing Date, so that written notification of any breach of any representation or warranty known by a party must be provided to the other Party on or before the expiry of such 18-month period.

4.4 Effect of Warranties

Subject to the limitation period with respect to representation and warranties set forth above, the Purchaser agrees to protect, indemnify and save the Receiver and Vendor harmless from and against any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising or suffered by the Receiver or Vendor as a result of any misrepresentation or breach of warranty by the Purchaser under this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement.

ARTICLE 5 RISK AND LOSS

5.1 Risk and Loss

The Assets shall be at the sole risk of the Purchaser both before and after Closing; provided however, the Receiver shall continue to insure the Assets in the same manner existing as of the date hereof until Closing. In the event there is any loss or damage to the Assets before Closing, the Receiver shall assign and forthwith deliver to AES on Closing any insurance proceeds in respect of such loss or damage.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing Arrangements

Closing shall be completed on the Closing Date at the office of the Receiver in Calgary, Alberta or at such other place as the Parties may mutually agree upon. Closing shall occur at the same time and place as the Second PSA.

6.2 Closing Deliveries of the Receiver

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

- (a) Court Approval. A certified true copy of the Approval and Vesting Order, in the form attached as Schedule B hereto.
- (b) Bills of Sale. Bill of Sale duly executed by the Receiver in favour of the Purchaser in respect of the Aircraft, Helicopter, Vehicles and other personal property, in the form attached as Schedule C hereto.
- (c) Discharge of International Registry registrations. Duly executed and authorized by TEC and Nabors Drilling and as directed by the Approval and Vesting Order, registrable discharges of all Encumbrances registered with the International Registry in respect of the Aircraft and Helicopter.

- (d) Termination of IDERA registrations. Duly executed and authorized by TEC and Nabors Drilling and as directed by the Approval and Vesting Order, registrable Termination of Irrevocable Deregistration & Export request Authorizations for the Aircraft and Helicopter properly registrable with Canada Civil Aircraft Registrar, Transport Canada Aviation and the International Registry.
- (e) Transfer of Transport Canada Approvals. Duly executed letter of authorization from the Receiver/Vendor directing Transport Canada to transfer to the Purchaser the Transport Canada Approvals.
- (f) Assignment(s) of Leases. A letter from the Receiver to the landlords indicating that the Purchaser has been transferred the Leases, Improvements and Leased Lands; a Surrender of Lease Agreement if the landlord requires such document in order to transfer the lease to the Purchaser; and Assignment of Lease Agreements transferring the interest of the Vendor in the Leases, Improvements and Leased Lands to the Purchaser.
- (g) TEC's Consent. Duly executed Consent to Surrender of Lease Agreements and Assignment of Lease Agreements.
- (h) Receiver's Solicitors Letter. Letter from the Receiver's Solicitors authorizing the Rocky Mountain House Airport Authority (the "**Authority**") to release the new lease between the Authority and the Purchaser, to the Purchaser.
- (i) Receiver's Letter. Letter from the Receiver to Aeronet and Google authorizing Aeronet and Google to release records concerning the Vendor to the Purchaser.
- (j) Irrevocable Assignment and Directions to Pay. Irrevocable assignment of the accounts receivable of the Business from the Receiver or Vendor to the Purchaser from and after the Effective Date and Irrevocable Directions to Pay in respect of the Customer Service Contracts.
- (k) GST Declaration. Duly executed GST Form 44 Election described below.
- (l) Books and Records. Copies and, when required by Governmental Authority for aviation purposes, the originals and electronic copies, of the Books and Records, in each case in the Receiver's possession or control, if any.
- (m) Miscellaneous. All client lists, passwords necessary to operate the computers, software and other items used to ensure the on-going operation of the Business, in each case, in the Receiver's possession, if any.

6.3 Closing Deliveries of the Purchaser

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

- (a) Cash to Close. The Cash to Close delivered to the Receiver in the manner specified in Section 2.1 above.
- (b) Common Party Documents. Those documents described herein to which the Purchaser is also a party.
- (c) GST Declaration. Duly executed GST Form 44 Election described below.

6.4 Receiver's Certificate

Upon delivery by the Purchaser of the Documents of the Purchaser on Closing, the Receiver shall file with the Court the Receiver's Certificate and provide to the Purchaser a copy of same.

6.5 Registration and Fees

- (a) Registration Costs. The Purchaser shall be responsible for all registration fees in connection with transferring title of the Assets to the Purchaser and the Purchaser shall be solely responsible for obtaining any approvals from, and providing any financial assurances or bonds to, any Governmental Authorities with respect to the ownership or operatorship of the Assets following Closing.
- (b) Legal Fees. Each party shall be responsible for its own legal fees with respect to this transaction.
- (c) Commissions. There are no amounts due to any real estate agent or broker involved with the transactions contemplated in this Agreement.

6.6 Goods and Services Tax

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

- (a) the Parties shall make a reasonable allocation of the total consideration between taxable and exempt portion, and the Purchaser shall only be liable for GST under the following clauses on the taxable portion of the consideration as so allocated or as finally determined by taxing authorities;
- (b) unless the Purchaser is registered under the *Excise Tax Act* (Canada) (the "**Act**") as of the Closing Date, the Purchaser shall pay to the Receiver by certified cheque or bank draft on closing all GST payable in respect of the purchase and sale of the Assets in accordance with the Act, and the Receiver shall remit such GST to Canada Customs and Revenue Agency ("**CRA**") when and to the extent required by the Act;
- (c) if the Purchaser is registered under the Act as of the Closing Date, the Receiver shall not collect GST from the Purchaser in respect of the purchase and sale of the Assets, and the Purchaser shall file returns and remit the GST to CRA in respect of the purchase and sale of the Assets when and to the extent required by the Act;

- (d) the Purchaser shall indemnify the Vendor and Receiver and save them harmless from and in respect of any liability to collect and remit GST in respect of the transactions contemplated hereby, together, with all loss, costs and expenses resulting from such breach;
- (e) the Purchaser shall, if applicable, provide to the Receiver a statutory declaration or warranty certificate on closing confirming its GST registration number under the Act and any other matters reasonably required by the Receiver. The Purchaser and Receiver shall mutually execute a GST Form 44 Election; and
- (f) the provisions of this Section shall survive closing and the Parties shall mutually undertake on closing to abide by this Section.

ARTICLE 7 POST CLOSING

7.1 Segregated Account Receivables

The Receiver acknowledges and agrees that it shall continue to forthwith deposit any and all revenue that Vendor or the Receiver receives from, and only from, the Business into the AES Bank Account. The Receiver shall provide to the Purchaser a full and complete accounting of all revenues it receives after Closing from the Business as reasonably requested by the Purchaser. For greater certainty, the funds in the Segregated Account shall be transferred to the Purchaser with no adjustments, deductions or set-offs.

7.2 Continuing Agreements

To the extent that after Closing, work of the Business is able to be performed by the Purchaser under existing agreements, purchase orders, work orders or similar directives of OpsMobil, the Purchaser may perform all such work on identical terms as per the agreement, purchase order, work order or other directive under which the work is commissioned and governed, in a manner which is in compliance therewith, and issue statements of account, invoices and such other paperwork necessary to ensure timely receipt of payment for the services performed by the Business.

ARTICLE 8 INDEMNITY

8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall be liable to the Receiver for, and as a separate covenant, indemnify the Receiver and its Representatives from and against all Losses and Liabilities suffered, sustained, paid or incurred by any of them to the extent arising and originating on or after the Closing Date and which relate to the Assets, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets arising and originating on or after the Closing Date. The Purchaser's indemnity obligation set forth in this Section 8.1 shall survive the Closing Date indefinitely.

8.2 Third Party Claims

- (a) If the Receiver receives notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement, the Receiver shall give the Purchaser reasonably prompt notice thereof, but in any event no later than 14 days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the loss that has been or may be sustained by the Receiver, and a reference to the provisions of this Agreement upon which such claim is based.
- (b) The Purchaser may assume and conduct or participate in the defence of any Third Party Claim by giving notice to that effect to the Receiver not later than five Business Days after receiving notice of that Third Party Claim (the “**Notice Period**”) so long as: (i) the Purchaser first acknowledges to the Receiver, in writing, liability to the Receiver under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser’s obligation to indemnify the Receiver pursuant to this Agreement, subject to the Purchaser’s right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and, upon request, has provided the Receiver with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser assumes and conducts the defence of the Third Party Claim actively and diligently. The Purchaser’s right to do so shall be subject to the rights of any insurer in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. The Receiver shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at the Purchaser’s sole cost and expense.
- (c) If the Receiver has not received notice within the Notice Period that the Purchaser has elected to assume and conduct the defence of such Third Party Claim, or if the Purchaser has given such notice but thereafter fails or is unable to conduct the defence of such Third Party Claim actively and diligently, the Receiver may, at its option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume and conduct such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any loss suffered or incurred by the Receiver with respect to such Third Party Claim.

8.3 Failure to Give Timely Notice

A failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

8.4 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 9 MISCELLANEOUS

9.1 Notices

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

- (i) Receiver or Vendor:

2200, 215-2nd Ave. S.W.
Calgary, AB T2P 1M4
Attention: Peter Chisholm / Duncan MacRae

With a copy to:

Borden Ladner Gervais LLP
Barristers and Solicitors
Centennial Place, East Tower
1900, 520-3rd Ave. S.W.
Calgary, AB T2P 0R3
Attention: Josef G.A. Kruger, Q.C. / Robyn Gurofsky
Fax: 403.266.1396
Email: jkruger@blg.com / rgurofsky@blg.com

- (ii) Purchaser:

480 Aviation Way N.E.
Calgary, AB T2E 7G3
Attention: Kenneth I. Mizera

With a copy to:

Michael W. Mudie
Barrister and Solicitor
520 Crescent Road N.W.
Calgary, AB T2M 4A5
Fax: 403.282.0719

Email: mudie@shaw.ca

- (b) Receipt of Notice. Any Notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the date of transmission.
- (c) Change of Address for Notice. By giving to the other party at least five days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section.

9.2 Further Assurances

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

9.3 Lawyers as Agents

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

9.4 Assignment

This Agreement shall not be assigned by any Party without the express written consent of the other Party.

9.5 Governing Law

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

9.6 Non-Merger

None of the provisions of this Agreement shall merge in the transfer of the Assets or other documents delivered on the Closing Date.

9.7 Construction

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

9.8 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, receivers, trustees and permitted assigns.

9.9 Counterparts

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

[Remainder of page is intentionally blank. Signature page follows]

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

ERNST & YOUNG INC., solely in its capacity as the receiver and manager and not in its personal capacity of the assets and undertakings of **OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc.**

Per: _____

PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per: _____

KENNETH MIZERA

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

ERNST & YOUNG INC., solely in its capacity as the receiver and manager and not in its personal capacity of the assets and undertakings of **OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc.**

Per: _____
PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per:  _____
KENNETH MIZERA

SCHEDULE “A”

ASSETS (Not Inclusive)

AIRCRAFT

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

HELICOPTER

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

TRANSPORT CANADA APPROVALS (Not inclusive and applicable to Second PSA as well)

C-LSA01-130
C-LSA05-325/D
C-LSA06-329/D
C-LSA07-215/D
C-LSA07-277/D

P-LSH95-050/D-H11NM
P-LSH96-022/D-H10WE
P-LSH96-023/D
P-LSH96-029/D
P-LSH96-154/D-H10WE

C-LSA09-325/D
C-LSA12-183/D
C-LSA97-181/D-A87
C-LSH01-655/D
C-LSH01-656/D
C-LSH04-162/D
C-LSH04-418/D
C-LSH04-62/D
C-LSH05-038/D
C-LSH06-122/D
C-LSH07-220/D
C-LSH07-416/D
C-LSH08-077
C-LSH11-066/D
C-RA05-217/D
C-RA06-259/D
C-RA10-161/D
C-RA11-124/D
C-RH07-129/D
P-LSA95-048/D-A13CE
P-LSH00-163/D
P-LSH02-002/D
P-LSH04-099
P-LSH94-177/D-H10WE
P-LSH94-178/D
P-LSH95-049/D-H-97

P-LSH96-155/D
P-LSH96-202/D
P-LSH97-037/D
P-LSH99-135/D
P-LSH99-197/D
P-LSH99-209/D
P-RH04-098
P-RH95-081/D-H10WE
SH06-21
SH06-23
SH06-43
SH06-9
SH07-5
SH08-42
SH10-13
SH11-13
SH11-15
SH91-43
SH93-7
SH94-2
SH94-39
SH95-8
W-LSA91-032
W-LSH95-038-H10WE
W-LSH95-039
W-LSH96-121/D-H-97

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432

Block 1

Lot 5

Excepting thereout all Mines and Minerals

Leased:

- (a) Lease Agreement between Woodlands County, as landlord, and Airborne Energy Solutions Ltd., as tenant, dated April 5, 2006, as amended, by Lease Amending Agreement between Woodlands

County, as landlord, and Airborne Energy Solutions Ltd. dated August 7, 2013 in respect of lands legally described as:

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

-and-

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

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

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

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

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

- (d) Lease Agreement between Woodlands County, as Landlord, and Nabors Drilling Limited, as Tenant, dated June 22, 2011²⁰¹¹ as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent Agreement among Nabors Drilling Limited, as Assignor, Airborne

Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party, dated April 1, 2013 in respect of lands legally described as:

Plan 0022432

Block 2

Lot 4

Excepting thereout all Mines and Minerals

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

Plan 0022432

Block 3

Lot 2

Excepting thereout all Mines and Minerals

-and-

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

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

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

Lot C-4 Hangar Space

of the lands legally described as:

FIRST

Meridian 5 Range 7 Township 40

Section 11

Quarter North West

Excepting thereout all Mines and Minerals

And the right to work same

SECOND

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

THIRD

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

VILLENEUVE FACILITY

Wall partitions, fixtures, Improvements and personal property located on the lands leased from Villeneuve Aero Services Inc. described as Lot 22 and Lot 23, Villeneuve Airport, Sturgeon County, AB being a portion of the lands legally described as:

Plan 7621581		
Block 1		
Containing 578.42 Hectares (1429.3 Acres) More or Less		
Excepting thereout:		
	Hectares	(Acres) More or Less
A) Plan 7622290- Road	4.85	11.98
B) Plan 0221274- Subdivision	8.44	20.85
C) Plan 0421023- Subdivision	0.904	2.23
D) Plan 1026928- Subdivision	0.632	1.56

Excepting thereout all Mines and Minerals

PERSONAL PROPERTY LOCATED AT HIGH LEVEL AND GRANDE PRAIRIE (10911-123 Street, Grande Prairie, AB T8V 7Z3) as identified on a list prepared by Roch Dallaire of Big Rock Helicopters Ltd. forwarded on or about February 21, 2018.

OWNED VEHICLES (NOT EXCLUSIVE)

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C11194

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

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 RTS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

2011 Dodge Ram 2500 truck
VIN #3D7TT2CTOBG586905
Unit #11-40-01

Commercial Trailer
VIN #2TTMT280XGRO60377

John Deere 3320 Tractor S/N XLV3320H123776

AIRCRAFT AND HELICOPTER PARTS AND COMPONENTS ON SERVICE ORDERS

<u>Service Order</u>	<u>Part Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Supplier</u>
3052	Fuel Manifold	4-191-100-03	12-169016-01803	UTC Aerospace Systems
3765	Magneto	10-600646-201	E10HA023R	Okanagan Aero Engine
3764	Magneto	10-600616-9	E14IA394	Okanagan Aero Engine
3637	Engine LTS-100-700D2	4-001-000-33	LE-46013C	Honeywell
3632	Fuel Filter	4-301-123-02	AFF1854	Honeywell
3640	T1 Sensor	4-301-099-07	14902	Honeywell

3635	Fuel Manifold	4-191-100-03	980416807416	Honeywell
3630	Oil Pump	4-301-243-02	B-590	Honeywell
3638	Fuel Pump	4-301-377-10	OAFP387	Honeywell
3633	Electronic Overspeed Valve	4-301-372-01	08166230003T	Honeywell
3641	Fuel Control Unit	4-301-288-09	335217	Honeywell
3636	Airflow Modulator	4-301-102-12	2816	Honeywell
3631	Ignition Exciter	1-300-363-03	040218044521	Honeywell
3639	PT Governor	4-301-289-05	28284	Honeywell
3634	Anti-Ice Valve	4-301-044-02	0744	Honeywell
3642	AGB Module	4-081-000-64	81D009	Honeywell
2838	Turbine Assembly C20B	23038241	CAT-36705	Essential Turbines
3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3625	FCU Servo	2576630-4	70834506	Aero Recip Canada Ltd
3737	Magneto	10-600646-201	E11LA046R	Aero Recip Canada Ltd
3404	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3735	Aux Oil Cooler	10599R	4975	Aero Recip Canada Ltd
3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3479	Fuel Control Unit	2576630-4	70B59707	Aero Recip Canada Ltd
3620	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3736	Engine and Oil Cooler	IO-540-AE1A5, 10886A	L-30259-48A, 5997	Aero Recip Canada Ltd

SOFTWARE

Web Anomaly Reporting System (WARS)

Dispatch Scheduling System (MOSS)

Aeronet

INTELLECTUAL PROPERTY

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

SCHEDULE “B”
APPROVAL AND VESTING ORDER

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

Clerk's Stamp

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

DOCUMENT SALE APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Borden Ladner Gervais LLP
Centennial Place
1900, 520 – 3 Avenue SW
Calgary, Alberta T2P 0R3
Lawyer: Robyn Gurofsky
Phone Number: (403) 232-9774
Fax Number: (403) 266-1395
Email address: RGurofsky@blg.com

DATE ON WHICH ORDER WAS PRONOUNCED: ●, 2019
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.E.C. Romaine

UPON THE APPLICATION of Ernst & Young Inc., in its capacity as the court-appointed receiver and manager (the "**Receiver**") of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc., and K.L. Capital Corp. (collectively the "**Debtor**") in these proceedings for an Order (i) approving the Settlement Agreement dated October 24, 2018 between the Receiver, Airborne Energy Solutions Inc. ("**AES**"), and Third Eye Capital Corporation ("**TEC**") appended to the Seventh Report of the Receiver dated ●, 2019 (the "**Seventh Report**") as Appendix 1, including without limitation, the distribution, to AES, of the funds held in the Segregated Account and the Segregated Account Receivables (as said terms are defined in the Settlement Agreement), without deduction, claim or set-off; (ii) approving the sale transaction (the "**Transaction**") between the Receiver and AES contemplated by a Purchase and Sale Agreement dated December 14, 2017, as amended on March 28, 2019 (the "**First Sale Agreement**") and a Purchase and Sale Agreement dated March 28, 2019 (the "**Second Sale Agreement**", together with the First Sale Agreement the "**Sale Agreement**") appended to the Seventh Report as Appendix 2 and Appendix 3 respectively,

and vesting in AES the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated July 19, 2018 as amended on August 7, 2018 (the "**Receivership Order**"), the Affidavit of Kenneth I. Mizera filed June 29, 2018, Affidavit No. 2 of Kenneth I. Mizera dated August 3, 2018, Affidavit No. 3 of Kenneth I. Mizera dated September 27, 2018, the Third Affidavit of Mark Horrox dated July 26, 2018, the Fourth Affidavit of Mark Horrox dated August 8, 2018, the Fifth Affidavit of Mark Horrox dated September 28, 2018, the First Report of the Receiver dated August 8, 2018; the Seventh Report of the Receiver dated •, 2019, and the Briefs submitted to this Honourable Court by the Receiver, TEC and AES; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for AES, counsel for TEC, and any other party appearing at this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND INTERPRETATION

1. The time for service of notice of this Application is abridged to the time actually given and service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application. This hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. Capitalized terms not otherwise defined herein are given the meaning ascribed to them in the Seventh Report of the Receiver.

APPROVAL OF SETTLEMENT AGREEMENT

3. The Settlement Agreement attached to the Seventh Report as Appendix 1 is hereby approved and the execution of the Settlement Agreement by the Receiver is hereby authorized and approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Settlement Agreement.

CONSTRUCTIVE TRUST AND EXPRESS TRUST

4. AES is entitled to and is hereby granted a constructive trust over and in respect of the all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017.
5. AES is entitled to and is hereby granted an express trust over and in respect of all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017.
6. The Receiver shall continue to forthwith deposit all revenue generated and received by the Receiver in respect of the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 into

OpsMobil Account No. 760-00182687579. Pursuant to paragraph 6 of the Preservation Order granted in Court of Queen's Bench of Alberta Action No. 1801-08383 on June 14, 2018, and notwithstanding any other provision of the Preservation Order, ATB Financial and the Receiver shall forthwith pay to AES all present and future funds deposited into OpsMobil Account No. 760-00182687579.

APPROVAL OF SALE AGREEMENT AND VESTING OF PROPERTY

7. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.
8. Upon the filing of a Receiver's certificate substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement including, without limitation, the assets listed on **Schedule "B"** hereto, and all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, shall vest absolutely in the name of AES, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order in Action No. 1801-09188 or any order granted in Court of Queen's Bench of Alberta Court File Number 1801-09424;
 - (b) all charges, security interests or claims against the Purchased Assets evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, including without limitation the International Registry or Transport Canada;
 - (c) those Claims listed on **Schedule "C"** hereto;(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"** (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged, or amended, as the case may be, as against the Purchased Assets.
9. Upon delivery of the Receiver's Certificate and a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, amendments, interest authorizations, discharges, discharge statements or

conveyances, as may be required to convey clear title to the Purchased Assets to AES subject only to the Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Personal Property Registry (Alberta) (the "**AB PPR Registrar**") shall and is hereby directed to cancel and discharge and amend those Claims and Encumbrances, if any, other than the Permitted Encumbrances, in accordance with Schedule "C" Part 1 and Schedule "C" Part 2 to this Order.

10. In order to effect the discharges, amendments and transfers described above, this Court directs the AB PPR Registrar to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement authorized herein. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority of the AB PPR Registrar to make and register the said transfers and amendments, and cancel and discharge, and amend, the registrations of any Claims and Encumbrances against the Purchased Assets.
11. The Receiver and AES are hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and amendments contemplated by this Order, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove or discharge all such registrations, including without limitation:
 - (a) The Registrar of the International Registry shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 3 to this Order; and
 - (b) Transport Canada shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 4 to this Order.
12. TEC is ordered and directed to discharge, partially discharge, or amend, as the case may be, any Encumbrances it has registered against the Purchased Assets and execute and deliver to AES a Consent to Surrender of Lease of the Whitecourt Facility.
13. Nabors Drilling Canada Limited is ordered and directed to discharge any Encumbrances it has registered against the Purchased Assets.
14. Upon the delivery of the Receiver's Certificate and a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**LTO Registrar**") is hereby authorized, requested, and directed to cancel the following existing Certificates of Title, for those lands and premises legally described as:

Certificate of Title No.	Legal Description
132 094 436	PLAN 0022432 BLOCK 1 LOT 5 EXCEPTING THEREOUT ALL MINES AND MINERALS
072 120 218	PLAN 0721766 BLOCK 4

	LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS
--	--

(the "**Lands**")

and to issue new Certificates of Title for the Lands in the name of AES, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to AES, which Certificates of Title shall be subject only to the Permitted Encumbrances, including for clarity only Instrument Nos. 842 136 831, 972 135 294, 792 251 750, 022 059 301 and 072 120 219.

15. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the LTO Registrar is hereby authorized, requested, and directed to discharge, or partially discharge, as the case may be, the caveats and mortgages described in Schedule "C" Part 5 to this Order.
16. This Order shall be registered by the LTO Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
17. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
18. AES shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor immediately prior to the sale, including without limitation any Claims for amounts or obligations accrued up to the Closing Date on account of any lease, municipal property taxes, or for amounts accrued under Permitted Encumbrances prior to the Closing Date.
19. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, save and except for the persons entitled to the benefit of any Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 and, to the extent that any such persons remains in possession or control of any of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, they shall forthwith deliver possession thereof to AES.

20. AES shall be entitled to enter into and upon, hold and enjoy the Purchased Assets and the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
21. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
22. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after closing of the Transaction.
23. Notwithstanding:
- (a) The pendency of these proceedings;
 - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) Any assignment in bankruptcy made in respect of the Debtor
- the vesting of the Purchased Assets and the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 in AES pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
24. The Receiver, AES and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

25. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or elsewhere in the World to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
27. Service of this Order on any party not attending this application is hereby dispensed with.

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

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THIRD EYE CAPITAL CORPORATION
DEFENDANT	OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC. 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
DOCUMENT	RECEIVER'S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais 1900, 520 - 3 Avenue SW Calgary, Alberta T2P 0R3 Lawyer: Robyn Gurofsky Phone Number: (403) 232-9774 Fax Number: (403) 266-1395 Email address: rgurofsky@blg.com
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RECITALS

- A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated July 19, 2018 and amended on August 7, 2018, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc. 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of December 14, 2017, as amended on March 28, 2019 (the "**First Sale Agreement**") between OpsMobil Group Inc., OpsMobil Inc., and OpsMobil Energy Services Inc. and Airborne Energy Solutions Inc. (the "**Purchaser**"), and also approved the Agreement of Purchase and Sale between the Receiver and the Purchaser dated March 28, 2019 (the "**Second Sale Agreement**"), together with the First Sale Agreement (the "**Sale Agreement**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon

the filing by the Receiver of this certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

Ernst & Young Inc., in its capacity as Receiver of the undertaking, property and assets of OpsMobil Inc., OpsMobil Group Inc. OpsMobil Energy Services Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Construction Inc., and K.L. Capital Corp. and not in its personal capacity.

Per:_____

Name:

Title:

Schedule "B"

Purchased Assets-Not Inclusive

AIRCRAFT

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

HELICOPTER

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

TRANSPORT CANADA APPROVALS (Not inclusive-applicable to both First Sale Agreement and Second Sale Agreement)

C-LSA01-130	P-LSH95-050/D-H11NM
C-LSA05-325/D	P-LSH96-022/D-H10WE
C-LSA06-329/D	P-LSH96-023/D
C-LSA07-215/D	P-LSH96-029/D
C-LSA07-277/D	P-LSH96-154/D-H10WE
C-LSA09-325/D	P-LSH96-155/D
C-LSA12-183/D	P-LSH96-202/D
C-LSA97-181/D-A87	P-LSH97-037/D
C-LSH01-655/D	P-LSH99-135/D
C-LSH01-656/D	P-LSH99-197/D
C-LSH04-162/D	P-LSH99-209/D
C-LSH04-418/D	P-RH04-098
C-LSH04-62/D	P-RH95-081/D-H10WE
C-LSH05-038/D	SH06-21
C-LSH06-122/D	SH06-23
C-LSH07-220/D	SH06-43
C-LSH07-416/D	SH06-9
C-LSH08-077	SH07-5
C-LSH11-066/D	SH08-42
C-RA05-217/D	SH10-13
C-RA06-259/D	SH11-13

C-RA10-161/D	SH11-15
C-RA11-124/D	SH91-43
C-RH07-129/D	SH93-7
P-LSA95-048/D-A13CE	SH94-2
P-LSH00-163/D	SH94-39
P-LSH02-002/D	SH95-8
P-LSH04-099	W-LSA91-032
P-LSH94-177/D-H10WE	W-LSH95-038-H10WE
P-LSH94-178/D	W-LSH95-039
P-LSH95-049/D-H-97	W-LSH96-121/D-H-97

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

Leased:

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

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

-and-

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

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

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

- (c) Lease Agreement between Woodlands County, as Landlord, and Nabors Drilling Limited, as Tenant, dated June 22, 2011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent

Agreement among Nabors Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013 in respect of lands legally described as:

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

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

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

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

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

-and-

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

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

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

Lot C-4 Hangar Space
of the lands legally described as:

FIRST

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

SECOND

Meridian 5 Range 7 Township 40
Section 11

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

THIRD

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

VILLENEUVE FACILITY

All interest in wall partitions, fixtures, Improvements and personal property located on the lands leased from Villeneuve Aero Services Inc. described as Lot 22 and Lot 23, Villeneuve Airport, Sturgeon County, AB being a portion of the lands legally described as:

Plan 7621581
Block 1
Containing 578.42 Hectares (1429.3 Acres) More or Less
Excepting thereout:

	Hectares	(Acres) More or Less
A) Plan 7622290- Road	4.85	11.98
B) Plan 0221274- Subdivision	8.44	20.85
C) Plan 0421023- Subdivision	0.904	2.23
D) Plan 1026928- Subdivision	0.632	1.56

Excepting thereout all Mines and Minerals

PERSONAL PROPERTY LOCATED AT HIGH LEVEL AND GRANDE PRAIRIE (10911-123 Street, Grande Prairie, AB T8V 7Z3) as identified on a list prepared by Roch Dallaire of Big Rock Helicopters Ltd. forwarded on or about February 21, 2018.

OWNED VEHICLES

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C1194

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

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 TRS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

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

Commercial Trailer
VIN #2TTMT280XGR060377

John Deere 3320 Tractor S/N XLV3320H123776

AIRCRAFT AND HELICOPTER PARTS AND COMPONENTS ON SERVICE ORDERS

<u>Service Order</u>	<u>Part Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Supplier</u>
3052	Fuel Manifold	4-191-100-03	12-169016-01803	UTC Aerospace Systems
3765	Magneto	10-600646-201	E10HA023R	Okanagan Aero Engine
3764	Magneto	10-600616-9	E14IA394	Okanagan Aero Engine
3637	Engine LTS-100-700D2	4-001-000-33	LE-46013C	Honeywell
3632	Fuel Filter	4-301-123-02	AFF1854	Honeywell
3640	T1 Sensor	4-301-099-07	14902	Honeywell
3635	Fuel Manifold	4-191-100-03	980416807416	Honeywell
3630	Oil Pump	4-301-243-02	B-590	Honeywell
3638	Fuel Pump	4-301-377-10	OAFP387	Honeywell
3633	Electronic Overspeed Valve	4-301-372-01	08166230003T	Honeywell
3641	Fuel Control Unit	4-301-288-09	335217	Honeywell
3636	Airflow Modulator	4-301-102-12	2816	Honeywell
3631	Ignition Exciter	1-300-363-03	040218044521	Honeywell
3639	PT Governor	4-301-289-05	28284	Honeywell
3634	Anti-Ice Valve	4-301-044-02	0744	Honeywell
3642	AGB Module	4-081-000-64	81D009	Honeywell
2838	Turbine Assembly C20B	23038241	CAT-36705	Essential Turbines

3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3625	FCU Servo	2576630-4	70834506	Aero Recip Canada Ltd
3737	Magneto	10-600646-201	E11LA046R	Aero Recip Canada Ltd
3404	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3735	Aux Oil Cooler	10599R	4975	Aero Recip Canada Ltd
3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3479	Fuel Control Unit	2576630-4	70B59707	Aero Recip Canada Ltd
3620	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3736	Engine and Oil Cooler	IO-540-AE1A5, 10886A	L-30259-48A, 5997	Aero Recip Canada Ltd

SOFTWARE

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

INTELLECTUAL PROPERTY

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

LANDS

High Level – Property and Hangar

Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals

Piston Helicopters

Piston Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
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Robinson R44 II	C-FKAR	12265	Lycoming	IO-540-AE1A5	L-32778-48E
Robinson R44 II	C-FAJB	10322	Lycoming	IO-540-AE1A5	L-29248-48A
Robinson R44 II	C-FANE	10360	Lycoming	IO-540-AE1A5	L-29306-48A
Robinson R44 II	C-FDOZ	10686	Lycoming	IO-540-AE1A5	L-29743-48A
Robinson R44 II	C-FDPA	10687	Lycoming		
Robinson R44 II	C-FDPI	10688	Lycoming	IO-540-AE1A5	L-29244-48A
Robinson R44 II	C-FDPN	10698	Lycoming	IO-540-AE1A5	L-31986-48E
Robinson R44 II	C-FDQG	10699	Lycoming	IO-540-AE1A5	L-30010-48A
Robinson R44 II	C-FEHD	10692	Lycoming	IO-540-AE1A5	L-30129-48A
Robinson R44 II	C-FHZE	11184	Lycoming	IO-540-AE1A5	L-29329-48A
Robinson R44 II	C-FHZI	11185	Lycoming	IO-540-AE1A5	L-31046-48A
Robinson R44 II	C-FHZJ	11186	Lycoming	IO-540-AE1A5	L-31207-48A
Robinson R44 II	C-FHZK	11205	Lycoming	IO-540-AE1A5	L-31072-48A
Robinson R44 II	C-FHZL	11240	Lycoming	IO-540-AE1A5	L-30080-48A
Robinson R44 II	C-FHZN	11251	Lycoming	IO-540-AE1A5	L-31219-48A
Robinson R44 II	C-FVAE	10019	Lycoming	IO-540-AE1A5	L-31539-48A
Robinson R44 I	C-GAEE	1208	Lycoming	O-540-F1B5	L-25045-40A
Robinson R44 I	C-GAEJ	1202	Lycoming	O-540-F1B5	L-25258-40A
Robinson R44 II	C-GZXG	10317	Lycoming	IO-540-AE1A5	L-30012-48A
Robinson R44 II	C-GRDT	10571	Lycoming	IO-540-AE1A5	L-29264-48A
Robinson R44	C-GJAG	653	Lycoming	O-540-F1B5	L-22755-40A
Spare Engines					
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-31045-48A
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-28821-48A
Removed R44 Engine			Lycoming	IO-540-AE1A5	L-30259-48A

Turbine Helicopters

Turbine Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
Eurocopter EC120B	C-GEMK	1427	Turbomeca	Arrius 2F	34482
Bell 206B	C-GTEZ	746	Rolls-Royce	250-C20	CAE-834205
Bell 206B	C-GTQU	766	Rolls-Royce	250-C20	CAE-820798
Bell 206B	C-GXAG	150	Rolls-Royce	250-C20	CAE-821313
Aerospatiale AS350BA FX2	C-FXDM	1548	Lycoming	LTS-101-700D-2	LE-46145C
Aerospatiale AS350BA FX2	C-GOFX	2195	Lycoming	LTS-101-700D-2	LE-46013C
Aerospatiale AS350BA	C-GREV	1039	Turbomeca	Arriel 1B	4802TEC

VEHICLES

- John Deere 4105 tractor SN: LV4105H111529
- Kubota tractor Model No. B7100

- Toyota Forklift

FUEL TANKS (applicable to both First Sale Agreement and Second Sale Agreement)

Item description
6000L Norther Steel Tank
25000L Northern Steel Tank
50000L Norther Steel Tank
25000L Durex Steel Tank
15000L Meridian Tank
Fuel Tank 50000L (Rainbow Lake)
Fuel Tank 25000L (Rainbow Lake)
Fuel Tank (Sousa) 25000L
Fuel Tank (Zama Apache) 25000L
7000L Northern Steel Tank with GPI

Whitecourt
Advanced AG Tank 50000L
Advanced AG Tank 60000L
Advanced AG Tank 50000L
CAE Tanks 45500L underground
CAE Tanks 45500L underground
Fuel Tank (Berland) 15000L
Fuel Tank (Leland) 30000L
Fuel Tank (Tourmaline) 15000L
Fuel Tank (XTO) 35000L

Rocky
Fuel Tank 25000L

GP
50,000LT Tank and Cabnet
15,000LT Tank and Cabnet
25,000LT Tank pump and hose
35,000LT Tank pump and hose
slip tank
Waste oil tank

Mobil Fuel tank

Schedule "C"

Encumbrances to be Amended or Discharged

Schedule "C"
Part 1

PPR Registrations to be Amended

ALBERTA

	Registration Number	Debtors	Secured Party	Authorized Amendments
1.	11042827285, as amended by 14121133817, 15022623495, 15022727608, 15030232656, 15041624934, 15061229822, 15072710353, 15100528998, 15101508157, 15110436215, 15112530613, 15122930118, 16040828939 16042218995 16061316049 17011125687 17040540022 17051525174, 18013115249, and 18030924355	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007 ; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vii)Block 57 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
2.	11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654,	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 9 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA 172R;

Registration Number	Debtors	Secured Party	Authorized Amendments
15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 17051525236, 18013115292, and 18030924369	AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada) (ii) Block 10 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 21 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 22 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 63 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada (vi) Block 64 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada (vii) Block 65 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (viii) Block 66 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (ix) Block 67 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (x) Block 68 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S;

	Registration Number	Debtors	Secured Party	Authorized Amendments
				Category: AC – Aircraft Canada
				(xi) Block 71 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada
				(xii)Block 72 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada
				(xiii) Block 73 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada
				(xiv) Block 74 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada
3.	13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 17051525291, 18013115343, and 18030924382	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CGZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL

Registration Number	Debtors	Secured Party	Authorized Amendments
	OPSMOBIL ENERGY SERVICES INC.		206B; Category: AC - Aircraft Canada)
	OPSMOBIL GROUP INC.		(v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
			(vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
			(vii) Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
4.	13042923928, as amended by 14121134212, 15022623419, 15022727824, 15030232896, 15041624984, 15061229750, 15072710166, 15100529083, 15101508251, 15110436523, 15112532249, 15122931490, 16040830114 16042219182 16061316214 17011125651 17040540117 17051525322, 18013115405, and 18030924400	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT (i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(vii) Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year 1972; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				PIPER PA-31; Category: AC – Aircraft Canada)
5.	15122213884, as amended by 15122222577 and 16061026079	LYNN’S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 15 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 17 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 18 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 21 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 22 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 23 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 24 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada) (viii) Block: 26 (Serial Number: CGJEL; Year: 1968; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				BELL 206B; Category: AC-Aircraft Canada)
6.	15122214226, as amended by 15122222491 and 16072829152	OPSMOBIL INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 18 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 20 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 21 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 24 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 25 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 26 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 27 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada) (viii) Block: 29 (Serial Number: CGJEL; Year: 1968; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				BELL 206B; Category: AC-Aircraft Canada)
7.	13040231957, as amended by 15122933578, 17062928629, and 18032942818	LYNN'S HELICOPTER LEASING LTD. AND OPSMOBIL GROUP INC.	NABORS DRILLING LIMITED NABORS DRILLING CANADA LIMITED	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block: 6 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC- Aircraft Canada) (ii) (Block: 27 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC-Aircraft Canada) (iii) Block: 28 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC-Aircraft Canada) (iv) Block: 29 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA172S; Category: AC-Aircraft Canada) (v) Block: 31 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC- Aircraft Canada) (vi) Block: 32 (Serial Number: CFZHG; Year 1972; Make and Model: Piper Navajo PA-31; Category: AC-Aircraft Canada) (vii) (vii) Block 38 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			(viii) Block 58 (Serial Number: 1781270; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada)
			(ix) Block 59 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada)
			(xi) Block 61 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada)
			(xii) Block 62 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31; Category: AC - Aircraft Canada)
			Amend and delete the following wording for blocks under "Collateral: General":
			(xiii) Block 5
			a. ONE 2006 CESSNA 172R AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 172-81270 AND CANADIAN REGISTRATION MARK C-FIGL AND ONE FIXED AIRCRAFT

Registration Number	Debtors	Secured Party	Authorized Amendments
			ENGINE MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBER L2866351A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
			b. ONE 2000 CESSNA 172S AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 172S- 8358 AND CANADIAN REGISTRATION MARK C-GFXS AND ONE FIXED AIRCRAFT ENGINE MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBER L2751951A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
			c. ONE 2000 CESSNA 172S AIRFRAME, BEARING

**Registration
Number**

Debtors

Secured Party

Authorized Amendments

MANUFACTURER
'S SERIAL
NUMBER 172S-
8355 AND
CANADIAN
REGISTRATION
MARK C-GAEN
AND ONE FIXED
AIRCRAFT
ENGINE
MANUFACTURED
BY LYCOMING
BEARING
MANUFACTURER
'S SERIAL
NUMBER
L3015751A
WHETHER OR
NOT INSTALLED
ON SUCH
AIRFRAME, OR
ANY
SUBSTITUTE
AIRCRAFT
ENGINE FROM
TIME TO TIME.

(xiv) Block 9

- a. ONE 1976
CESSNA U206F
AIRFRAME,
BEARING
MANUFACTURER
'S SERIAL
NUMBER U206-
03350 AND
CANADIAN
REGISTRATION
MARK C-GFYK
AND ONE FIXED
AIRCRAFT
ENGINE
MANUFACTURED
BY
CONTINENTAL
BEARING
MANUFACTURER
'S SERIAL
NUMBER 832536-
R WHETHER OR
NOT INSTALLED
ON SUCH

Registration Number	Debtors	Secured Party	Authorized Amendments
			AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
			b. ONE 1972 PIPER NAVAJO PA-31 AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 31-753 AND CANADIAN REGISTRATION MARK C-FZHG AND TWO FIXED AIRCRAFT ENGINES MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBERS L737961A AND L726061A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
		(xv)	Block 10
			a. ONE 1973 BELL 206B AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 940 AND CANADIAN REGISTRATION MARK C-FZGP AND ONE ROTARY AIRCRAFT ENGINE

Registration Number	Debtors	Secured Party	Authorized Amendments
			MANUFACTURED BY ROLLS ROYCE BEARING MANUFACTURER 'S SERIAL NUMBER CAE822919 WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME
8. 13040428418, as amended by 14121140225 15112530852 16040829084 18032321758	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	(i) Block: 1 (Serial Number: CGJEL; Year 1968 Make/Model: BELL 206B; Category: AC- Aircraft Canada (ii) Block 2: (Serial Number: 116; Year 1968 Make/Model: BELL 206B; Category: AC- Aircraft Canada
9. 11042827285, as amended by 14121133817, 15022623495, 15022727608, 15030232656, 15041624934, 15061229822, 15072710353, 15100528998, 15101508157, 15110436215, 15112530613, 15122930118,	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE

Registration Number	Debtors	Secured Party	Authorized Amendments
16040828939	OPSMOBIL		AS 350 BA; Category: AC - Aircraft Canada)
16042218995	CONSTRUCTION		
16061316049	INC.		
17011125687	OPSMOBIL		(iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
17040540022	ENERGY		
17051525174	SERVICES INC.		
18013115249, and	OPSMOBIL GROUP		
18030924355	INC.		(iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vii) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(viii) Block 12 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xi) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiii) Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiv) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xix) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxvii) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxxiv) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44

Registration Number	Debtors	Secured Party	Authorized Amendments
			II; Category: AC - Aircraft Canada)
			(xlii) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 52 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvi) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvii) Block 90 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 91 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xlix) Block 110 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(l) Block 111 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(li) Block 120 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(lii) Block 121 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(lii)Block 122 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(liv)Block 123 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(lv) Block 128 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada)
			(lvi)Block 129 (Serial Number: 1548; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
10.	11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654, 15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 17051525236 18013115292, and 18030924369	as by	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGEMK; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1427; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON HELICOPTER R44 R; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON HELICOPTER R44 R; Category: AC - Aircraft Canada) (v) Block 11 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (vi) Block 12 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (vii) Block 15 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(viii) Block 16 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xi) Block 19 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xiii) Block 25 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiv) Block 26 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 27 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xvi) Block 28 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xvii) Block 29 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xviii) Block 30 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xix) Block 31 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 32 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 33 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 34 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 35 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxiv) Block 36 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 37 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 38 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 39 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 40 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 41 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 42 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 43 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxii) Block 44 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 45 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 46 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 47 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 48 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 49 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 50 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxxix) Block 51 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 52 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 53 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 54 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 55 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 56 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 57 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvi) Block 58 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xlvi) Block 59 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 60 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlix) Block 61 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(l) Block 62 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(li) Block 99 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(lii) Block 100 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(liii)Block 119 (Serial Number: CGEMK; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(liv)Block 120 (Serial Number: 1427; Year: 2006; Make and

Registration Number	Debtors	Secured Party	Authorized Amendments
			Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (lv) Block 129 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (lvi)Block 130 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (lvii) Block 131 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (lviii) Block 132 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (lix)Block 137 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) Block 138 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
11.	13040231957, as amended by 15122933578 17062928629, and 18032942818	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	NABORS DRILLING LIMITED NABORS DRILLING CANADA LIMITED Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS

Registration Number	Debtors	Secured Party	Authorized Amendments
			350 BA; Category: AC - Aircraft Canada)
			(ii) Block 3 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(iii) Block 4 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(iv) Block 5 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(v) Block 8 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44 CI; Category: AC - Aircraft Canada)
			(vi) Block 9 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(vii) Block 10 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(viii) Block 11 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 12 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(x) Block 13 (Serial Number: CFD0Z; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 14 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xii) Block 15 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 16 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 17 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xv) Block 18 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 19 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 20 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 21 (Serial Number: CFHZJ; Year: 2006; Make and Model:

Registration Number	Debtors	Secured Party	Authorized Amendments
			Robinson R44 II; Category: AC - Aircraft Canada)
			(xix) Block 22 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xx) Block 23 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 24 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 25 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 26 (Serial Number: CGZXG; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 33 (Serial Number: 1039; Year: 1978; Make and Model: Aerospatiale AS 350; Category: AC - Aircraft Canada)
			(xxv) Block 35 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxvi) Block 36 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxvii) Block 37 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxviii) Block 40 (Serial Number: 1208; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(xxix) Block 41 (Serial Number: 1202; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(xxx) Block 42 (Serial Number: 10322; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 43 (Serial Number: 10360; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 44 (Serial Number: 10686; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 45 (Serial Number: 10687; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 46 (Serial Number: 10688; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 47 (Serial Number: 10698; Year: 2005; Make and Model: Robinson

Registration Number	Debtors	Secured Party	Authorized Amendments
			R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 48 (Serial Number: 10699; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 49 (Serial Number: 10692; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 50 (Serial Number: 11184; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 51 (Serial Number: 11185; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xl) Block 52 (Serial Number: 11186; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xli) Block 53 (Serial Number: 11205; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 54 (Serial Number: 11240; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xlili) Block 55 (Serial Number: 11251; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xlv) Block 56 (Serial Number: 10019; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 57 (Serial Number: 10317; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
12.	13040427944, as amended by 14121139347 15112530693 16040829079 18032321695	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1039; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada)
13.	13040428766, as amended by 14121140251 15112530886 16040829119 18032321840	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL/206B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 150; Year: 1968; Make and Model: BELL/206B; Category: AC - Aircraft Canada)

	Registration Number	Debtors	Secured Party	Authorized Amendments
		OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		
14.	13040428957, as amended by 13040512605 14121140263 15112530943 16040829143, and 18032321914	LYNN'S HELICOPTER LEASING LTD. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 2 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
15.	13040429111, as amended by 14121140329 15112531007 16040829195 18032322055	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
			OPSMOBIL GROUP INC.		
16.	13040430757, as amended by 14121140471 15010820587 15112531147 16040829228, and 18032322176	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON/R44-CI; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 653; Year: 1999; Make and Model: ROBINSON R44-CI; Category: AC - Aircraft Canada) (iii) Block 3 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44-CI; Category: AC - Aircraft Canada)
17.	13040432235, as amended by 13040512743 14121140602 15112531257 16040829373, and 18032323908	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 2 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON/R44II; Category: AC - Aircraft Canada) Block 3 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
18.	13040431198, as amended by 14121140481	as	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS	Delete the following blocks under “Collateral: Serial Number Goods”:

	Registration Number	Debtors	Secured Party	Authorized Amendments
	15112531173 16040829270, and 18032322269	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	ADMINISTRATIVE AGENT	(i) Block 1 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON/R44 R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44 R; Category: AC - Aircraft Canada)
19.	13040431499, as amended by 14121140512 15112531201 16040829327, and 18032322428	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON/R44 R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44 R; Category: AC - Aircraft Canada)
20.	13040431811, as amended by 14121140591 15112531236 16040829365 18032323855	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44

Registration Number	Debtors	Secured Party	Authorized Amendments
	GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		II; Category: AC - Aircraft Canada)
21. 13040433723	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
22. 13040433938, as amended by 14121140697 15110507515 15112531332 16040829435 18032324218	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

	Registration Number	Debtors	Secured Party	Authorized Amendments
23.	13040434202, and 14121140716 15110507599 15112531368 16040829454 18032324319	OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
24.	13040434456, as amended by 14121140742 15110507550 15112531389 16040829489 18032324347	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
25.	13040434679, as amended by 14121140775 15112531408 16040829541 18032324451	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON/R44 II;

	Registration Number	Debtors	Secured Party	Authorized Amendments
		AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada) Block 2 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
26.	13040435008, as amended by 14121140786 15112531438 16040829572 18032324500	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
27.	13040435305, as amended by 14121140802 15112531504 16040829634 18032324595	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
28. 13040435720, as amended by 14121140845 15112531527 16040829641 18032324646	OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Category: AC - Aircraft Canada) Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) Block 2 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
29. 13040435988, as amended by 13040512843 14121140855 15112531572 16040829695 18032324738	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 2 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
30.	13040436132, amended by 14121140863 15112531626 16040829712 18032324755	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
31.	13040436339, amended by 14121140886 15112531655 16040829736, and 18032324834	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
32.	13040436574, amended by 14121140917 15112531714 16040829774, and 18032324855	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON/R44 II;

Registration Number		Debtors	Secured Party	Authorized Amendments
33.	13040436694, as amended by 14121140929 15112531732 16040829797, and 18032324938	810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Category: AC - Aircraft Canada)
		LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		(ii) Block 2 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
34.	13040436765, as amended by 14121140935 15112531762 16040829805, and 18032324976	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods":
				(i) Block 1 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
				(ii) Block 2 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
				(iii)

	Registration Number	Debtors	Secured Party	Authorized Amendments
		OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		
35.	13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 17051525291 18013115343, and 18030924382	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (i) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 12 (Serial Number: 766; Year: 1972; Make and

Registration Number	Debtors	Secured Party	Authorized Amendments
			Model: BELL 206B; Category: AC - Aircraft Canada)
			(iii) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(iv) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(v) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(vi) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(vii)Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(viii) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(ix) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(x) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xi) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xv) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xix) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxvi) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxiv) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 52 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xli) Block 91 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 92 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlili) Block 111 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(xliv) Block 112 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(xlv) Block 121 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xlvi) Block 122 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xlvii) Block 123 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 124 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xlix) Block 129 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(l) Block 130 (Serial Number: 1548; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
36.	13042923928, as amended by 14121134212, 15022623419, 15022727824, 15030232896, 15041624984, 15061229750, 15072710166, 15100529083, 15101508251, 15110436523, 15112532249, 15122931490, 16040830114, 16042219182, 16061316214, 17011125651, 17040540117, 17051525322, 18013115405, and 18030924400	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vii) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(viii) Block 12 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xi) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiii) Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xiv) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xix) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON/R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxix) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxvii) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 52 (Serial Number: 10019; Year: 2002;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xliv) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlvi) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlvii) Block 91 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlviii) Block 92 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlix) Block 111 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada) (l) Block 112 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada) (li) Block 121 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350

Registration Number	Debtors	Secured Party	Authorized Amendments
			BA; Category: AC - Aircraft Canada)
			(lii) Block 122 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(liii) Block 123 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(liv) Block 124 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(lv) Block 129 (Serial Number: CFXDM; Year: 1982; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(lvi) Block 130 (Serial Number: 1548; Year: 1982; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
37.	15122213884, as amended by 15122222577, and 16061026079	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	THIRD CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
		EYE	Delete the following blocks under "Collateral: Serial Number Goods":
			(i) Block 1 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ii) Block 2 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(iii) Block 3 (Serial Number: CFD0Z; Year: 2005; Make

Registration Number	Debtors	Secured Party	Authorized Amendments
			and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(iv) Block 4 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(v) Block 5 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(vi) Block 6 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(vii) Block 7 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(viii) Block 8 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 9 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(x) Block 10 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 11 (Serial Number: CFHZJ; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xii) Block 12 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xiii) Block 13 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xiv) Block 14 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xv) Block 16 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xvi) Block 19 (Serial Number: CFGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xvii) Block 20 (Serial Number: CFGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xviii) Block 25 (Serial Number: CFGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xix) Block 27 (Serial Number: CGRDT; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xx) Block 28 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS

Registration Number	Debtors	Secured Party	Authorized Amendments
			350 BA; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			Block 32 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
38.	15122213909, as amended by 16040828827, and 16072829164	GEMINI HELICOPTERS INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under “Collateral: Serial Number Goods”:
			(i) Block 1 (Serial Number: CFXDM; Year: 1982; Make and Model: Eurocopter AS350BA-FX2; Category: AC - Aircraft Canada)
			(ii) Block 2 (Serial Number: CG0FX; Year: 1989; Make and Model: Eurocopter AS350BA-FX2; Category: AC - Aircraft Canada)
39.	15122213958, as amended by 15122222586, and 16061025885	810807 ALBERTA LTD. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under “Collateral: Serial Number Goods”:
			(i) Block 1 (Serial Number: CFAR; Year: 2008; Make and Model: Robinson R44 II

Registration Number	Debtors	Secured Party	Authorized Amendments
			; Category: AC - Aircraft Canada)
			Block 3 (Serial Number: CGEMK; Year: 2006; Make and Model: Eurocopter EC120B; Category: AC - Aircraft Canada)
40.	15122214226, as amended by 15122222491, and 16072829152	OPSMOBIL INC. THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFKAR; Year: 2008; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: CGEMK; Year: 2006; Make and Model: Eurocopter EC120B; Category: AC - Aircraft Canada) (iii) Block 4 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (iv) Block 5 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (v) Block 6 (Serial Number: CFD0Z; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (vi) Block 7 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (vii) Block 8 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(viii) Block 9 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 10 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(x) Block 11 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 12 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xii) Block 13 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 14 (Serial Number: CFHZJ; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 15 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xv) Block 16 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xvi) Block 17 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 19 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 22 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xix) Block 23 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xxi) Block 30 (Serial Number: CGRDT; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 31 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada)
			(xxiii) Block 32 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxiv) Block 33 (Serial Number: CGTQU; Year: 1972; Make and Model:

**Registration
Number**

Debtors

Secured Party

Authorized Amendments

BELL 206B; Category: AC -
Aircraft Canada)

(xxv) Block 34 (Serial
Number: CGXAG; Year:
1968; Make and Model:
BELL 206B; Category: AC -
Aircraft Canada)

(xxvi) Block 35 (Serial
Number: CGZXG; Year:
2004; Make and Model:
ROBINSON R44 II;
Category: AC - Aircraft
Canada)

(xxvii) Block 36 (Serial
Number: CFXDM; Year:
1982; Make and Model:
Eurocopter AS350BA-FX2;
Category: AC - Aircraft
Canada)

(xxviii) Block 37 (Serial
Number: CG0FX; Year:
1989; Make and Model:
Eurocopter AS350BA-FX2;
Category: AC - Aircraft
Canada)

Schedule "C"
Part 2

ALBERTA

PPR Registrations to be Discharged

Registration Number	Debtors	Secured Party
1. 13040436970, as amended by 14121140966 15112531807 16040829877, and 18032325065	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
2. 13040438008, as amended by 14121219959 15112532117, 16040830073, and 18032332275	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
3.	13040436897, as amended by 14121140957 15112531774 16040829844, and 18032325054	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
4.	13040437518, as amended by 14121141031 15112531968 16040830016, and 18032332157	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
5.	13040437656, as amended by 14121141053 15112532004 16040830046, and 18032332215	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
6. 13040437141, as amended by 14121140993 15112531870 16040829932, and 13040437141	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
7. 13040429493, as amended by 14121140392 15112531049 16040829203, and 18032322093	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	

Registration Number	Debtors	Secured Party
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
8. 13040428418, as amended by 14121140225, 15112530852, 16040829084, and 18032321758	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
9. 13040430757, as amended by 14121140471 15010820587 15112531147 16040829228, and 18032322176	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
		OPSMOBIL GROUP INC.	
10.	13040431198, as amended by 14121140481 15112531173 16040829270, and 18032322269	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
11.	13040431499, as amended by 14121140512 15112531201 16040829327, and 18032322428	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
12.	13040431811, as amended by 14121140591 15112531236	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
	16040829365, and 18032323855	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	
13.	13040432235, as amended by 13040512743 14121140602 15112531257 16040829373, and 18032323908	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
14.	13040433723, as amended by 14121140678 15112531329 16040829425, and 18032324186	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
15. 13040433938, as amended by 14121140697 15110507515 15112531332 16040829435, and 18032324218	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
16. 13040434202, as amended by 14121140716 15110507599 15112531368 16040829454, and 18032324319	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	

Registration Number	Debtors	Secured Party
17. 13040434456, as amended by 14121140742 15110507550 15112531389 16040829489, and 18032324347	OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
18. 13040434679, as amended by 14121140775 15112531408 16040829541, and 18032324451	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
19.	13040435008, as amended by 14121140786 15112531438 16040829572, and 18032324500	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
20.	13040435305, as amended by 14121140802 15112531504 16040829634, and 18032324595	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
21.	13040435720, as amended by 14121140845 15112531527 16040829641, and 18032324646	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
22. 13040435988, as amended by 13040512843 14121140855 15112531572 16040829695, and 18032324738	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
23. 13040436132, as amended by 14121140863 15112531626 16040829712, and 18032324755	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	

Registration Number	Debtors	Secured Party
24. 13040436339, as amended by 14121140886 15112531655 16040829736, and 18032324834	OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
25. 13040436574, as amended by 14121140917 15112531714 16040829774, and 18032324855	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
		OPSMOBIL GROUP INC.	
26.	13040436694, as amended by 14121140929 15112531732 16040829797, and 18032324938	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
27.	13040436765, as amended by 14121140935 15112531762 16040829805, and 18032324976	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
28.	13040436897, as amended by 14121140957 15112531774	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
	16040829844, and 18032325054	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	
29.	13040436970, as amended by 14121140966 15112531807 16040829877, and 18032325065	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
30.	13040437141, as amended by 14121140993 15112531870 16040829932, and 18032331286	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
31. 13040437518, as amended by 14121141031 15112531968 16040830016, and 18032332157	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
32. 13040437656, as amended by 14121141053 15112532004 16040830046, and 18032332215	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	

Registration Number	Debtors	Secured Party
33. 13040438008, as amended by 14121219959 15112532117 16040830073, and 18032332275	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	AIRBORNE ENERGY SOLUTIONS LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	GEMINI HELICOPTERS INC.	
	AIR DALLAIRE LTD	
	OPSMOBIL INC	
	LYNN S HELICOPTER LEASING LTD.	
	810807 ALBERTA LTD.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
34. 15010730644	OPSMOBIL INC.	ROYNAT INC.

Schedule "C"
Part 3

International Registry Registrations to be Discharged

1. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:44 GMT, under file number 1270339 as to a 100.000000% interest in Manufacturer/Model: PIPER AIRCRAFT, INC. PA-31; Serial Number: 31-753, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
2. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:11 GMT, under file number 1270348 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7260-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
3. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:14 GMT, under file number 1270349 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7379-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
4. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:01 GMT, under file number 1270325 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
5. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:56 GMT, under file number 1270343 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-822919, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
6. Registration as to an international interest made in the International Registry on August 12, 2013, 19:33:21 GMT, under file number 1019560 as to a 100.000000% interest in Manufacturer/Model: PIPER AIRCRAFT, INC. PA-31; Serial Number 31-753, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
7. Registration as to an international interest made in the International Registry on August 7, 2013, 21:57:00 GMT, under file number 1018424 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
8. Registration as to an international interest made in the International Registry on August 12, 2013, 19:26:41 GMT, under file number 1019552 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B, Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
9. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:28 GMT, under file number 1270334 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B;

Serial Number 116, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

10. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:08 GMT, under file number 1270347 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-800538, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
11. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:17 GMT, under file number 1270350 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER EC120B; Serial Number: 1427, under which the Debtor is 810807 Alberta Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
12. Registration as to an international interest made in the International Registry on August 12, 2013, 19:23:32 GMT, under file number 1019544 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014
13. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:10 GMT, under file number 1270328 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
14. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:13 GMT, under file number 1270329 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746 with the interest subordinated being 1019544 benefiting interest 1270328 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
15. Registration as to an international interest made in the International Registry on August 12, 2013, 19:25:10 GMT, under file number 1019548 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014
16. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:16 GMT, under file number 1270330 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
17. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:19 GMT, under file number 1270331 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, with the interest subordinated being 1019548 benefiting interest 1270330 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
18. Registration as to an international interest made in the International Registry on August 12, 2013, 19:20:17 GMT, under file number 1019532 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 150, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014

19. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:22 GMT, under file number 1270332 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 150, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
20. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:25 GMT, under file number 1270333 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 150, with the interest subordinated being 1019532 benefiting interest 1270332 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
21. Registration as to an international interest made in the International Registry on August 16, 2016, 16:34:01 GMT, under file number 1312841 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA-FX2; Serial Number 1548, under which the Debtor is OpsMobil Group Inc. and the Creditor is Third Eye Capital Corporation
22. Registration as to an international interest made in the International Registry on August 16, 2016 16:34:04 GMT, under file number 1312842 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA-FX2; Serial Number 2195, under which the Debtor is OpsMobil Group Inc. and the Creditor is Third Eye Capital Corporation
23. Registration as to an international interest made in the International Registry on July 30, 2013, 20:36:26 GMT, under file number 1014324 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
24. Registration as to an international interest made in the International Registry on August 12, 2013, 19:16:50 GMT, under file number 1019520 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
25. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:34 GMT, under file number 1270336 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
26. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:37 GMT, under file number 1270337 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 with the interest subordinated being 1014324 benefiting interest 1270336 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
27. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:41 GMT, under file number 1270338 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 with the interest subordinated being 1019520 benefiting interest 1270336 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
28. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:53 GMT, under file number 1270342 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC with the interest subordinated being 1019570 benefiting interest 1270341 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation

29. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:02 GMT, under file number 1270345 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-820798, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
30. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:05 GMT, under file number 1270346 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-821313, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
31. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:59 GMT, under file number 1270344 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-834205, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
32. Registration as to an international interest made in the International Registry on August 12, 2013, 19:39:19 GMT, under file number 1019570 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Canada Limited, which name was changed to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
33. Registration as to an international interest made in the International Registry on August 12, 2013, 19:42:07 GMT, under file number 1019576 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Canada Limited, which name was changed to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
34. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:50 GMT, under file number 1270341 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
35. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:20 GMT, under file number 1270351 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIUS 2F; Serial Number 34482, under which the Debtor is 810807 Alberta Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

Schedule "C"
Part 4

IDERA Registrations to be Discharged

1. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GDHR, CESSNA 172 (Model 172R), serial number 17281007, as agreed to and lodged by Transport Canada on March 2, 2016
2. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FIGL, CESSNA 172 (Model 172R), serial number 17281270, as agreed to and lodged by Transport Canada on March 2, 2016
3. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEN, CESSNA 172 (Model 172S), serial number 172S8355, as agreed to and lodged by Transport Canada on March 2, 2016
4. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFXS, CESSNA 172 (Model 172S), serial number 172S8358, as agreed to and lodged by Transport Canada on March 2, 2016
5. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFYK, CESSNA U206 (Model U206F), serial number U206 03350, as agreed to and lodged by Transport Canada on March 2, 2016
6. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZHG, PIPER PA 31 (Model PA 31), serial number 31 753, as agreed to and lodged by Transport Canada on March 2, 2016
7. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZGP, BELL206B (Model 206B), serial number 940, as agreed to and lodged by Transport Canada on March 2, 2016
8. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GEMK, EUROCOPTER (Model EC120B), serial number 1427, as agreed to and lodged by Transport Canada on March 2, 2016
9. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GTEZ, BELL 206B (Model 206B), serial number 746, as agreed to and lodged by Transport Canada on March 2, 2016
10. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GTQU, BELL 206 (Model 206B), serial number 766, as agreed to and lodged by Transport Canada on March 2, 2016
11. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GXAG, BELL 206 (Model 206B), serial number 150, as agreed to and lodged by Transport Canada on March 2, 2016
12. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FXDM, 1982 EUROCOPTER AS350BA-FX2, serial number 1548, as agreed to and lodged by Transport Canada on March 2, 2016

13. Irrevocable De-Registration and Export Request Authorization dated July 1, 2016 with respect to registration mark C-GOFX, 1989 EUROCOPTER AS350BA-FX2, serial number 2195, as agreed to and lodged by Transport Canada on March 2, 2016
14. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GREV, AEROSPATIALE (Model AS 350 BA), serial number 1039, as agreed to and lodged by Transport Canada on March 2, 2016
15. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FKAR, ROBINSON RAVEN II (Model R44 II), serial number 12265, as agreed to and lodged by Transport Canada on March 2, 2016
16. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FAJB, ROBINSON RAVEN II (Model R44 II), serial number 10322, as agreed to and lodged by Transport Canada on March 2, 2016
17. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FANE, ROBINSON RAVEN II (Model R44 II), serial number 10360, as agreed to and lodged by Transport Canada on March 2, 2016
18. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDOZ, ROBINSON RAVEN II (Model R44 II), serial number 10686, as agreed to and lodged by Transport Canada on March 2, 2016
19. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPA, ROBINSON RAVEN II (Model R44 II), serial number 10687, as agreed to and lodged by Transport Canada on March 2, 2016
20. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPI, ROBINSON RAVEN II (Model R44 II), serial number 10688, as agreed to and lodged by Transport Canada on March 2, 2016
21. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPN, ROBINSON RAVEN II (Model R44 II), serial number 10698, as agreed to and lodged by Transport Canada on March 2, 2016
22. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDQG, ROBINSON RAVEN II (Model R44 II), serial number 10699, as agreed to and lodged by Transport Canada on March 2, 2016
23. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FEHD, ROBINSON RAVEN II (Model R44 II), serial number 10692, as agreed to and lodged by Transport Canada on March 2, 2016
24. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZE, ROBINSON RAVEN II (Model R44 II), serial number 11184, as agreed to and lodged by Transport Canada on March 2, 2016
25. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZI, ROBINSON RAVEN II (Model R44 II), serial number 11185, as agreed to and lodged by Transport Canada on March 2, 2016
26. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZZ, ROBINSON RAVEN II (Model R44 II), serial number 11186, as agreed to and lodged by Transport Canada on March 2, 2016

27. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZK, ROBINSON RAVEN II (Model R44 II), serial number 11205, as agreed to and lodged by Transport Canada on March 2, 2016
28. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZL, ROBINSON RAVEN II (Model R44 II), serial number 11240, as agreed to and lodged by Transport Canada on March 2, 2016
29. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZN, ROBINSON RAVEN II (Model R44 II), serial number 11251, as agreed to and lodged by Transport Canada on March 2, 2016
30. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FVAE, ROBINSON RAVEN II (Model R44 II), serial number 10019, as agreed to and lodged by Transport Canada on March 2, 2016
31. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEE, ROBINSON RAVEN I (Model R44 I), serial number 1208, as agreed to and lodged by Transport Canada on March 2, 2016
32. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEJ, ROBINSON R44 (Model R44), serial number 1202, as agreed to and lodged by Transport Canada on March 2, 2016
33. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GZXG, ROBINSON RAVEN II (Model R44 II), serial number 10317, as agreed to and lodged by Transport Canada on March 2, 2016
34. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GRDT, ROBINSON RAVEN II (Model R44 II), serial number 10571, as agreed to and lodged by Transport Canada on March 2, 2016
35. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GJAG, ROBINSON RAVEN CLIPPER (Model R44 Clipper), serial number 0653, as agreed to and lodged by Transport Canada on March 2, 2016

Schedule "C"
Part 5

Alberta Land Titles Registrations to be Discharged or Partially Discharged

1. Partial Discharge of Caveat re: Agreement Charging Land registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 506, releasing the following lands:
 - (a) Plan 0022432
Block 2
Lot 3
Excepting thereout all mines and minerals
 - (b) Plan 0022432
Block 2
Lot 4
Excepting thereout all mines and minerals
 - (c) Plan 0022432
Block 3
Lot 2
Excepting thereout all mines and minerals
Area: 0.565 Hectares (1.4 Acres) More or Less
 - (d) Plan 0022432
Block 2
Lot 2
Excepting thereout all mines and minerals
 - (e) FIRST
Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less

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

THIRD
Meridian 5 Range 7
Township 40
Section 11
Quarter South East
Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
2. Discharge of Caveat re: Agreement Charging Land registered March 23, 2016 in favour of Third Eye Capital Corporation as registration number 162 083 443, releasing the following lands:

- (a) Plan 0022432
Block 2
Lot 3
Excepting thereout all mines and minerals
 - (b) Plan 0022432
Block 2
Lot 4
Excepting thereout all mines and minerals
 - (c) Plan 0022432
Block 3
Lot 2
Excepting thereout all mines and minerals
Area: 0.565 Hectares (1.4 Acres) More or Less
 - (d) Plan 0022432
Block 2
Lot 2
Excepting thereout all mines and minerals
3. Partial Discharge of Mortgage registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 504 with respect to the following land:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals
4. Partial Discharge of Mortgage registered February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 199 with respect to the following land:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals
5. Partial Discharge of Caveat re: Assignment of Rents and Leased registered on February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 200 with respect to the following lands:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

Note:

Postponement of Mort 132094437 to Mort 132113504 registered on May 8, 2013 as registration number 132 130 568 and Postponement of Mort 132094437 to Mort 162040199 and Caveat 162040200 registered on February 24, 2016 as registration number 162 058 307 will automatically be discharged in connection with the above.

6. Discharge of Encumbrance in favour of Woodlands County registered on October 29, 2013 as registration number 132 350 177 with respect to the following land:
- (a) Plan 0022432
Block 1

Lot 5
Excepting thereout all Mines and Minerals

7. Discharge of Mortgage in favour of Nabors Drilling Limited registered on April 8, 2013 as registration number 132 094 437 with respect to the following lands:

(a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

8. Discharge of Mortgage registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 505 as updated by registration number 162 044 910, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

9. Discharge of Mortgage registered February 5, 2013 in favour of Third Eye Capital Corporation as updated by registration number 162 040 201, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

10. Discharge of Caveat re: Assignment of Rents and Leases registered February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 202, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

11. Discharge of Mortgage registered October 15, 2009 in favour of Business Development Bank of Canada as registration number 092 370 551, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

Schedule "D"

Permitted Encumbrances

Permitted Encumbrances means only:

- (i) the reservations, limitations, provisions and conditions in any original grants from the crown of any of the lands and statutory exceptions to title;
- (ii) easements, rights of way, servitudes and other similar rights granted in the ordinary course of business to a public utility, municipality or governmental authority with respect to the operations pertaining to the lands;
- (iii) the rights reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, grant or permit;
- (iv) Instrument No. 842 136 831;
- (v) Instrument No. 972 135 294;
- (vi) Only the claim by Tumbleweed Leasing Company Inc. ("Tumbleweed") allegedly secured by a lien in the United States as filed by way of Notice of Lien (Repairman's Lien) on November 1, 2018 as No. 12878469 in Salt Lake County, Utah pursuant to Utah Code Ann. 38-2-3 et. seq. in respect of certain six piston Helicopters in the possession of Tumbleweed identified as Canadian Registration Marks C-FDPN, C-FDOZ, C-FHZI, C-FANE, C-FEHD and C-FHZK, but for greater certainty, excludes any other Claims of Tumbleweed.
- (vii) Only the claim of Robinson Helicopter Company ("Robinson") allegedly secured by possessory liens being asserted by Robinson in the United States in respect of certain two piston Helicopters in the possession of Robinson identified as Canadian Registration Marks C-GZXG and C-FDQG, including any warehouseman's liens, garage-keeper's liens and repairman's liens, but for greater certainty, excludes any other Claims of Robinson.

SCHEDULE "C"

BILL OF SALE

This Bill of Sale dated the ____ day of April, 2019.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as court-appointed receiver of the assets, properties and undertaking of **OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC.**, ("**OpsMobil**") and not in its personal capacity

(the "**Receiver**")

OF THE FIRST PART

-and-

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

(**"AES"**)

OF THE SECOND PART

WHEREAS the Receiver has agreed with the Purchaser to sell, assign and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Receiver all of the interest of OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC., (collectively, the "**Vendor**") in certain assets described in the Amended Purchase and Sale of Assets Agreement between the Receiver and Purchaser dated March 28, 2019 (the "**Purchase Agreement**") including without limitation, the assets set forth in Schedule A¹ (the "**Purchased Assets**");

NOW THEREFORE that in consideration of good and valuable consideration paid by the Purchaser to the Receiver (the receipt whereof is hereby acknowledged), the parties hereby agree as follows:

1. The Receiver hereby sells, assigns and transfers to the Purchaser all of the Vendor's interest in and to the Purchased Assets.
2. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent

1 NOTE: to be the same as Schedule A to Amended PSA.

that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

3. This Bill of Sale shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, and courts of appeal therefrom in respect to all matters arising out of or in connection with this Bill of Sale.
4. This Bill of Sale may be executed in one or more counterparts and shall be deemed executed upon delivery, facsimile, pdf or other electronic means by each party to the other (or pursuant to the other's direction) of a copy of this Bill of Sale executed by such party.

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

ERNST & YOUNG INC., solely in its capacity
as the receiver and manager and not in its
personal capacity of the assets and undertakings
of **OpsMobil Group Inc., OpsMobil Inc. and
OpsMobil Energy Services Inc.**

Per: _____
PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per: _____
KENNETH MIZERA

APPENDIX 'B'

REDACTED SECOND AES PSA

SECOND PURCHASE AND SALE OF ASSETS

This Agreement dated the 28th day of March, 2019.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as court-appointed receiver of the assets, properties and undertaking of **OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC., AIR DALLAIRE LTD., K.L. CAPITAL CORP., 1734163 ALBERTA INC. and 1859821 ALBERTA INC.**, and not in its personal capacity

(the “**Receiver**”)

OF THE FIRST PART

-and-

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

(“**AES**”)

OF THE SECOND PART

RECITALS:

- A. On July 19, 2018 the Receiver was appointed, at the request and application of Third Eye Capital (“**TEC**”) as first secured lender of the Vendor, to act as receiver of certain assets of OpsMobil Group Inc., OpsMobil Inc., OpsMobil Energy Services Inc. (collectively, “**OpsMobil**”), Ranch Energy Corporation, Air Dallaire Ltd., K.L. Capital Corp., 1734163 Alberta Inc. and 1859821 Alberta Inc. pursuant to the Order of Justice B.E.C. Romaine, of the Court of Queen’s Bench, Judicial District of Calgary, Action No. 1801-09188 (the “**Receivership Order**”).
- B. Concurrently with the execution of this Agreement, the parties have entered into an Amended Purchase and Sale Agreement (the “**Amended PSA**”) wherein the Receiver has agreed to sell and AES has agreed to buy substantially all of the assets of OpsMobil relating to its aerial surveillance and scanning, chemical spraying and local charter business (the “**Business**”), subject to the issuance by the Court of an Approval and Vesting Order (defined below) and the completion of Closing under this Agreement.
- C. The intention of the Parties, by this Agreement, is to effect a sale of substantially all of the remaining assets of OpsMobil, and the Aviation Assets (defined below) of the Affiliates, excepting for the Excluded Assets (defined below), from the Receiver to AES free and

clear of any Encumbrances (defined below) other than Permitted Encumbrances (defined below).

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

ARTICLE 1 INTERPRETATION

1.1 Recitals

The recitals to this Agreement form part of this Agreement.

1.2 Definitions

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

“Affiliates” means collectively, Air Dallaire Ltd., K.L. Capital Corp., 1734163 Alberta Inc. and 1859821 Alberta Inc.

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

“Amended PSA” means the Amended Purchase and Sale of Assets agreement between the Receiver and AES executed concurrently with this Agreement wherein the Receiver has agreed to sell and AES has agreed to buy the OpsMobil assets described in such agreement.

“Approval and Vesting Order” means, upon application by the Receiver, the order of the Court approving the Amended PSA, this Agreement and vesting title to the Assets (including the assets of the Amended PSA and this Agreement), Segregated Account and Segregated Account Receivables in the name of the Purchaser upon Closing free and clear of any and all Encumbrances of whatsoever nature and kind, excepting the Permitted Encumbrances, in the form attached hereto as Schedule “B” as may be amended by the agreement of the Receiver and Purchaser.

“Aviation Assets” means those assets of any nature and kind, real property and personal property, wheresoever located which the Affiliates have an interest in related, directly or indirectly, to aviation business, other than the Excluded Assets.

“Assets” means assets of any nature and kind, real property and personal property, wheresoever located which OpsMobil has an interest in, and the Aviation Assets of the Affiliates, including without limitation, the Helicopters, Lands, Leases, Equipment, Vehicles, Excluded Parts Inventory, Fuel Tanks, Choses in Action, Books and Records, the EC120B-GEMK Powertrain (subject to Section 2.3), and all those assets set forth in Schedule A attached hereto, other than the Excluded Assets.

“Books and Records” means all information in any form relating to the Assets including records, logs, Transport Canada Approvals, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of the Helicopters, their airframes, components, parts or Equipment, books of account, financial and accounting information and records, personnel records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, governance and safety procedures, operating manual, maintenance control manual, copies of all documents, policies, manuals, procedures, business reports, plans and projections, marketing and advertising materials and other document, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

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

“Cash to Close” means the Purchase Price to be paid by the Purchaser to the Receiver on Closing.

“Choses in Action” means all rights and claims of whatsoever nature and kind, legal and equitable, the Vendor have against Third Parties (excluding Ranch Energy Corporation, the Receiver, TEC and their affiliates) related to the Assets, including the legal rights of OpsMobil against Honeywell Aerospace related to the failure of an engine identified as S/N LE-46013C in respect of an accident involving helicopter AS350 FX2 with Canadian Registration Mark C-GOFX.

“Claim” means any right or claim of any person that may be asserted or made in whole or in part against the Receiver, the Vendor or any of their Affiliates and their respective directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) had the Vendor become bankrupt.

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

“Closing Date” means 2:00 p.m. Calgary time on the day that is two Business Days following the receipt of the Approval and Vesting Order or such later date as the Parties may mutually agree upon in writing.

“Court” means the Court of Queen’s Bench of Alberta, Judicial District of Calgary.

“EC120-GEMK Powertrain” means the powertrain, components and parts removed without consent of TEC from the OpsMobil helicopter EC120-GEMK and installed on helicopter EC120-GEMU, over which Element has registered security, as more properly described in Schedule “C” attached hereto.

“Element” means Element Financial Corporation.

“Element Helicopters” means collectively the helicopters secured by the lender, Element, and described as (i) one (1) 1998 Eurocopter helicopter, Model AS350BA-FX2 bearing manufacturer’s serial number 3100 and Canadian registration mark C-FXHP, including one (1) Lycoming engine model LTS101-700D2, Serial No. LE-43005C; and (ii) one (1) 2000 Eurocopter helicopter, Model EC120B bearing manufacturer’s serial number 1057 and Canadian registration mark C-GEMU, including one (1) Turbomeca engine model Arrius 2F, Serial No. 34069.

“Element Matter” means the action currently before the Court of Queen’s Bench of Alberta, File No. 1801-09188, regarding the priority, possession and rights with respect to the EC120B-GEMK Powertrain currently in one 2000 Eurocopter helicopter, Model EC120B bearing manufacturer’s serial number 1057 and Canadian registration mark C-GEMU, over which helicopter Element has registered security.

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

“Equipment” means all chattels and equipment of every nature and kind, wherever located (including equipment located at Rainbow Lake, Grande Prairie and High Level), owned or leased, including without limitation, aircraft and helicopter parts and components, gear, tools, furniture, computers, shop equipment and the other items of personal property.

“Excluded Assets” means:

- (i) the hangar located at 65 Imperial Drive and 69 Imperial Drive, Rainbow Lake, Alberta (but not any chattels therein);
- (ii) the mobile home located at 25 Chinchaga Crescent, Rainbow Lake, Alberta (but not any chattels therein);
- (iii) the house located at 3 Walter Crescent, Rainbow Lake, Alberta (but not any chattels therein);

- (iv) the Element Helicopters;
- (v) one 48 foot Leopard Catamaran Sail Boat called “OpsMobil”;
- (vi) the “Assets” as defined in the Amended PSA.

“Excluded Parts Inventory” means those parts, components and accessories located at the Whitecourt Facility which were excluded as a purchased asset under the Amended PSA.

“Fuel Tanks” means all fuel tanks, wheresoever located, whether attached to the land or not, including without limitation those fuel tanks located at High Level, Rainbow Lake and Grande Prairie, Alberta and elsewhere, and including those fuel tanks described in Schedule A hereto.

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

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

“Helicopters” means the Turbine Helicopters and Piston Helicopters registered in Canada including, without limitation, collectively all related engines, rotors, blades, components), instruments, avionics, accessories, navigational and communications equipment, appliances, auxiliary power units, modules, parts, appurtenances, accessories, furnishings or other goods, equipment or personal property (including insurance proceeds) 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, Transport Canada Approvals, maintenance records and schedules, manuals, catalogues, reports, lists, specifications, service bulletin compliance records, technical records or data in respect of such helicopters, their airframe, components, parts or other equipment.

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

“Lands” means all freehold lands and leased lands in which the Vendor has an interest in together with all Improvements located thereon or thereunder, including without limitation, those lands described in Schedule A hereto.

“Losses and Liabilities” means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or order, decision, ruling, proclamation of a Governmental Authority and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis).

“Notice” has the meaning set out in Section 8.1 of this Agreement.

“OpsMobil” means collectively, OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc.

“Party” or **“Parties”** means the Receiver and Purchaser, respectively or collectively, together with their respective heirs, executors, administrators, successors, receivers, trustees and permitted assigns.

“Permitted Encumbrances” means:

- (i) the reservations, limitations, provisions and conditions in any original grants from the Crown of any of the Lands and statutory exceptions to title;
- (ii) easements, rights of way, servitudes and other similar rights granted in the ordinary course of business to a public utility, municipality or governmental authority with respect to the operations pertaining to the Lands; and
- (iii) the rights reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, grant or permit or by any other statutory provision excluding tax statutes; and
- (iv) any Encumbrances provided for or permitted by the Approval and Vesting Order; and
- (v) the Robinson Claim and Tumbleweed Claim.

For greater certainty, Permitted Encumbrances does not include any matter related directly or indirectly to a Claim against the Vendor or Receiver and/or all Losses and Liabilities existing, contingent, suffered, sustained, payable, paid or incurred by either the Vendor or Receiver arising or accruing before the Closing Date and which relate to the Assets.

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

“Piston Helicopters” means those Helicopters set forth and described in Schedule A attached hereto.

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

“Purchase Price” means the sum of [REDACTED], exclusive of applicable GST.

“Receiver’s Certificate” means the certificate to be filed by the Receiver with the Court confirming closing of this Agreement, the form of which is attached as Schedule A to the Approval and Vesting Order.

“Representative” means, in respect of a person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such person and its affiliates, and with respect to the Receiver, includes the Receiver and its respective affiliates, directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives.

“Robinson” means Robinson Helicopter Company currently of 2901 Airport Drive Torrance, California, USA 90505.

“Robinson Claim” means only the claim allegedly secured by possessory liens being asserted by Robinson in the United States in respect of certain two piston Helicopters in the possession of Robinson identified as Canadian Registration Marks C-GZXG and C-FDQG, including any warehouseman’s liens, garage-keeper’s liens and repairman’s liens, but for greater certainty, excludes any other Claims of Robinson.

“Segregated Account” means certain revenues from the Business which have been held in trust for AES by OpsMobil (and subsequently by the Receiver) since November 1, 2017, with Alberta Treasury Branches, 239-8th Ave. S.W. Calgary, AB, in the OpsMobil bank account number 760-00182687579.

“Segregated Account Receivables” means certain revenues from the Business which have yet to be deposited by certain customers into the Segregated Account.

“Settlement Agreement” means the Settlement Agreement among AES, TEC and the Receiver dated October 25, 2018

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

“TEC” means Third Eye Capital Corporation.

“Third Party” means any Person not a Party to this Agreement.

“Transport Canada Approvals” means all approvals granted and issued by Transport Canada in respect of the installation, use, maintenance and operation of Equipment on the Helicopters, that are in the possession or control of the Receiver, including, Supplemental Type Certificates, Limited Supplemental Type Certificates and Repair Design Certificates and those Transport Canada Approvals as may be related to the Helicopters set forth and described in Schedule “A” hereto.

“Tumbleweed” means Tumbleweed Leasing Company, Inc. of 619 N 2360 W, Salt Lake City, Utah, USA 84116.

“Tumbleweed Claim” means only the claim allegedly secured by a lien registered by Tumbleweed in the United States as filed by way of Notice of Lien (Repairman’s Lien) on November 1, 2018 as No. 12878469 in Salt Lake County, Utah pursuant to Utah Code Ann. 38-2-3 et. seq. in respect of certain six piston Helicopters in the possession of Tumbleweed identified

as Canadian Registration Marks C-FDPN, C-FDOZ, C-FHZI, C-FANE, C-FEHD and C-FHZK, but for greater certainty, excludes any other Claims of Tumbleweed.

“Turbine Helicopters” means those helicopters set forth and described in Schedule A attached hereto and other than the Element Helicopters.

“Vehicles” means those motor vehicles of every nature and kind, wherever located, owned by the Vendor including without limitation, those vehicles identified and described in Schedule A attached hereto.

“Vendor” means, collectively, OpsMobil and Affiliates.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders include the other genders. The words “including”, “includes” and “include” mean “including (or includes or include) without limitation”.

1.4 Headings

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

1.5 Entire Agreement

This Agreement, the Amended PSA and sections 8, 9(c) and 9(d) of the Settlement Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and the Amended PSA supersede and replace the terms of the Settlement Agreement other than sections 8, 9(c) and 9(d), which continue in full force and effect. This Agreement, the Amended PSA and sections 8, 9(c) and 9(d) of the Settlement Agreement contain all of the representations, undertakings and agreements of the Parties and prevail and supersede all prior negotiations or agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. In the event there is a conflict, inconsistency or ambiguity between this Agreement, Amended PSA and the Settlement Agreement, the terms of this Agreement and the Amended PSA shall prevail to the extent of that conflict, inconsistency or ambiguity.

1.6 Currency, Cheques and Bank Drafts

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

1.7 Severability

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

1.8 Day not a Business Day

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

1.9 Time

Time shall be of the essence of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

- (a) The Purchaser agrees to purchase the Assets from the Receiver, and the Receiver agrees to sell all of the Vendor's interest in the Assets to the Purchaser, free and clear of all Encumbrances, other than Permitted Encumbrances, on the terms and subject to the terms and conditions contained in this Agreement, for the Purchase Price payable by the Purchaser paying to the Receiver the Cash to Close, by wire transfer, bank draft or certified cheque payable on the Closing Date. The Purchaser also agrees to pay the amount payable pursuant to Section 2.3, if any, upon the completion of the condition precedent in Section 2.3.
- (b) The Parties acknowledge and agree that the Receiver does not possess all of the Assets. The Receiver shall have no obligation to deliver any of the Assets to the Purchaser other than the items expressly set out in Section 6.2. The Parties agree that it is the Purchaser's sole responsibility to obtain, at its sole cost and expense, possession of the Assets including any removal or transportation costs.
- (c) There shall be no adjustment to the Purchase Price in the event the Purchaser is unable to obtain possession of any Assets for any reason. The risk of non-delivery, loss of or damage to any Assets or any inability of the Purchaser to take possession of the Assets is entirely the Purchaser's risk.

2.2 Adjustments

Subject to Section 2.3, there shall be no adjustments to the Purchase Price or credits granted in favour of AES or the Receiver to alter the Purchase Price including, without limitation, property taxes, items of expense or income related to any of the Assets paid, payable, accrued, incurred,

received or otherwise originating before Closing or any non-delivery, loss of or damage to any Assets or any inability of AES to take possession of the Assets.

For greater certainty, AES shall, by virtue of the completion of Closing in accordance with this Agreement, have no liability of any kind whatsoever in respect of any Claim, Losses or Liabilities against the Vendor or Receiver related directly or indirectly to the Assets originating before the Closing Date.

Notwithstanding the foregoing, in the event there is any loss of or damage to the Assets before the Closing, the Receiver shall at Closing assign and deliver to AES any insurance proceeds in respect of such loss or damage and AES shall be entitled to deduct from the Purchase Price any deductible or co-insurance for which the Receiver is responsible but does not pay.

2.3 Element Escrowed Funds

The Parties agree that [REDACTED] (the “**Element Escrowed Funds**”) of the Purchase Price represents a deposit by Purchaser for the purchase of the EC120-GEMK Powertrain. The Parties acknowledge and agree that the Element Matter is ongoing, and that the closing of the sale of the EC120-GEMK Powertrain can only occur once the Element Matter is conclusively resolved. Therefore the Receiver shall hold the Element Escrowed Funds in escrow until the expiry of all appeal periods of the final judgment of the applicable courts in respect of the Element Matter (the “**Escrow Release Date**”). On the Escrow Release Date, if Claims of Element attach to the EC120-GEMK Powertrain, the Receiver shall forthwith return the Element Escrowed Funds to the Purchaser without deduction, claim or set-off. However if, on the Escrow Release Date, the Claims of Element do not attach to the EC120-GEMK Powertrain, the Purchaser and Receiver will complete the purchase of the EC120-GEMK Powertrain, within 30 days of the Escrow Release Date, by the Purchaser paying an additional [REDACTED] to the Receiver and thereafter the Receiver removing and transferring title and possession of the EC120-GEMK Powertrain to the Purchaser.

2.4 Allocation of Purchase Price

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

(a)	Turbine Helicopters	[REDACTED]
(b)	Piston Helicopters	[REDACTED]
(c)	EC120-GEMK Powertrain	[REDACTED]
(d)	Remaining Lands	[REDACTED]
(e)	Remaining Equipment	[REDACTED]
(f)	Fuel Tanks	[REDACTED]
(g)	Office Furniture and Computers	[REDACTED]
(h)	Total Purchase Price	[REDACTED]

The Receiver and Purchaser shall complete all tax returns, designations and elections in a manner consistent with the allocation and otherwise follow the allocation for all tax purposes on and subsequent to the Closing Date and not take any position inconsistent with the allocation. If such allocation is disputed by any taxation or other Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use their commercially reasonable efforts to sustain the allocation. The Parties will share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Agreement to be properly, timely and consistently reported.

ARTICLE 3 CONDITION PRECEDENT

3.1 Mutual Condition Precedents to Closing

The respective obligations of each of the Parties to complete the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

- (a) Court Approval. The Court granting the Approval and Vesting Order.
- (b) Parties' Obligations. The Parties shall have, in all material respects, timely performed and satisfied all obligations and covenants required by this Agreement to be performed and satisfied on or prior to the Closing Date.
- (c) Closing of Amended PSA. Closing of the transactions contemplated by the Amended PSA concurrently with this Agreement.

3.2 Conditions Precedent of Receiver

The obligations of the Receiver to complete the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

- (a) Representations and Warranties. The Purchaser's representations and warranties shall be true and correct in all respects.

3.3 Satisfaction of Conditions Precedent

The Receiver shall bring an application to the Court for the Approval and Vesting Order, such application to be scheduled as soon as reasonably possible, subject to the Court's availability. The Purchaser, at its own expense, shall promptly provide to the Receiver all such information and assistance within the Purchaser's power as the Receiver may reasonably request to obtain the Approval and Vesting Order, including, but not limited to, any arguments necessary to support any bare trust argument.

3.4 Non-fulfillment of Conditions Precedent

The conditions set out above in this Article 3 are conditions precedent to the obligations of the Parties hereto to close the transaction contemplated by this Agreement.

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 No Representations and Warranties of the Vendor

- (a) The Purchaser acknowledges and agrees that it is acquiring the Assets on an “as is, where is” and “without recourse” basis, and that none of the Receiver, the Vendor, nor any of their respective Representatives makes any representations or warranties of any kind whatsoever, express or implied, and in particular, and without limiting the generality of the foregoing, the Receiver expressly negates and disclaims, and none of the Receiver, the Vendor, nor any of their respective Representatives shall be liable for, any representation or warranty which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated (in writing or orally) to the Purchaser or its Representatives in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Receiver, the Vendor or any of their respective Representatives in connection with the Assets or in relation to the transactions contemplated by this Agreement. For greater certainty, none of the Receiver, the Vendor, nor any of their respective Representatives makes any condition, representation or warranty whatsoever, express or implied, with respect to:
 - (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Assets;
 - (ii) data or written or oral information supplied by the Receiver, Vendor or any of their Representatives in connection with the Assets, including by way of management presentations, site visits and diligence meetings or telephone calls or otherwise;
 - (iii) the value of any of the Assets or the future cash flow therefrom;
 - (iv) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement;
 - (v) the nature of any claims attaching to or registered against the Assets; or
 - (vi) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Assets or any other tangible, depreciable equipment or property forming part of the Assets.
- (b) The Purchaser hereby acknowledges and confirms that it is satisfied with its due diligence investigations with respect to the Assets and hereby acknowledges and confirms that it is relying solely on its own investigations concerning the Assets, and it has not relied on any advice from the Receiver, the Vendor or any of their

respective Representatives with respect thereto, including with respect to the matters specifically enumerated in this Section 4.1 in connection with the purchase of the Assets and pursuant hereto.

- (c) Any information regarding or describing the Assets in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Except for its rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Receiver and its Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

4.2 Purchaser's Representations and Warranties

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

- (a) Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of the Province of Alberta and has the corporate power, authority, right and capacity to enter into, execute and deliver this Agreement and to carry out the transactions and enter into the other agreements contemplated by this Agreement in the manner contemplated by this Agreement;
- (b) Corporate Authorization. Except for the Approval and Vesting Order, the transactions and other agreements contemplated by this Agreement will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Purchaser;
- (c) No Default under other Agreements. Neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under the constating documents or by-laws of

the Purchaser or any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound; and

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

4.3 Survival of Warranties

The Purchaser's representations and warranties contained herein shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Receiver and the Vendor for a period of 18 months after the Closing Date, so that written notification of any breach of any representation or warranty known by a party must be provided to the other Party on or before the expiry of such 18-month period.

4.4 Effect of Warranties

Subject to the limitation period with respect to representation and warranties set forth above, the Purchaser agrees to protect, indemnify and save the Receiver and Vendor harmless from and against any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising or suffered by the Receiver or Vendor as a result of any misrepresentation or breach of warranty by the Purchaser under this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement.

ARTICLE 5 RISK AND LOSS

5.1 Risk and Loss

The Assets shall be at the sole risk of the Purchaser both before and after Closing; provided however, the Receiver shall continue to insure the Assets in the same manner existing as of the date hereof until Closing. In the event there is any loss or damage to the Assets before Closing, the Receiver shall assign and forthwith deliver to AES on Closing any insurance proceeds in respect of such loss or damage.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing Arrangements

Closing shall be completed on the Closing Date at the office of the Receiver in Calgary, Alberta or at such other place as the Parties may mutually agree upon. Closing shall occur at the same time and place as the Amended PSA.

6.2 Closing Deliveries of the Receiver

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

- (a) Court Approval. A certified true copy of the Approval and Vesting Order, in the form attached as Schedule B hereto.
- (b) Bills of Sale. Bills of Sale duly executed by the Receiver for the Helicopters, Equipment, Vehicles and other personal property, in the form attached as Schedule D hereto.
- (c) Discharge of International Registry registrations. Duly executed and authorized by TEC (and Nabors Drilling), and as directed by the Approval and Vesting Order, registrable discharges of all Encumbrances registered with the International Registry in respect of the Helicopters.
- (d) Termination of IDERA registrations. Duly executed and authorized by TEC (and Nabors Drilling), and as directed by the Approval and Vesting Order, registrable Termination of Irrevocable Deregistration & Export Request Authorizations for the Helicopters properly registrable with Canada Civil Aircraft Registrar, Transport Canada Aviation and the International Registry.
- (e) Transfer of Transport Canada Approvals. Duly executed letter of authorization from the Receiver/Vendor directing Transport Canada to transfer to the Purchaser the Transport Canada Approvals.
- (f) Books and Records. Copies and, when required by Governmental Authority for aviation purposes, the originals, of the Books and Records, in each case in the Receiver's possession or control, if any.
- (g) Receiver's Letter. Letter from the Receiver to Aeronet and Google authorizing Aeronet and Google to release the records concerning the Vendor to the Purchaser.
- (h) Assignment of Choses in Action. Duly executed assignment of the Choses in Action from the Vendor to the Purchaser.
- (i) GST Declaration. Duly executed GST Form 44 Election described below.

6.3 Closing Deliveries of the Purchaser

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

- (a) Cash to Close. The Cash to Close delivered to the Receiver in the manner specified in Section 2.1 above.
- (b) Common Party Documents. Those documents described herein to which the Purchaser is also a party.
- (c) GST Declaration. Duly executed GST Form 44 Election described below.

6.4 Receiver's Certificate

Upon delivery by the Purchaser of the Documents of the Purchaser on Closing, the Receiver shall file with the Court the Receiver's Certificate and provide to the Purchaser a certified filed copy of same.

6.5 Registration and Fees

- (a) Registration Costs. The Purchaser shall be responsible for all registration fees in connection with transferring title of the Assets to the Purchaser and the Purchaser shall be solely responsible for obtaining any approvals from, and providing any financial assurances or bonds to, any Governmental Authorities with respect to the ownership or operatorship of the Assets following Closing.
- (b) Legal Fees. Each party shall be responsible for its own legal fees with respect to this transaction.
- (c) Commissions. There are no amounts due to any real estate agent or broker involved with the transactions contemplated in this Agreement.

6.6 Goods and Services Tax

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

- (a) the Parties shall make a reasonable allocation of the total consideration between taxable and exempt portion, and the Purchaser shall only be liable for GST under the following clauses on the taxable portion of the consideration as so allocated or as finally determined by taxing authorities;
- (b) unless the Purchaser is registered under the *Excise Tax Act* (Canada) (the "**Act**") as of the Closing Date, the Purchaser shall pay to the Receiver by certified cheque or bank draft on closing all GST payable in respect of the purchase and sale of the Assets in accordance with the Act, and the Receiver shall remit such GST to Canada Customs and Revenue Agency ("**CRA**") when and to the extent required by the Act;
- (c) if the Purchaser is registered under the Act as of the Closing Date, the Receiver shall not collect GST from the Purchaser in respect of the purchase and sale of the Assets, and the Purchaser shall file returns and remit the GST to CRA in respect of the purchase and sale of the Assets when and to the extent required by the Act;
- (d) the Purchaser shall indemnify the Vendor and Receiver and save them harmless from and in respect of any liability to collect and remit GST in respect of the transactions contemplated hereby, together, with all loss, costs and expenses resulting from such breach;

- (e) the Purchaser shall, if applicable, provide to the Receiver a statutory declaration or warranty certificate on closing confirming its GST registration number under the Act and any other matters reasonably required by the Receiver. The Purchaser and Receiver shall mutually execute a GST Form 44 Election; and
- (f) the provisions of this Section shall survive closing and the Parties shall mutually undertake on closing to abide by this Section.

ARTICLE 7 INDEMNITY

7.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall be liable to the Receiver for, and as a separate covenant, indemnify the Receiver and its Representatives from and against all Losses and Liabilities suffered, sustained, paid or incurred by any of them to the extent arising and originating on or after the Closing Date and which relate to the Assets, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets arising and originating on or after the Closing Date. The Purchaser's indemnity obligation set forth in this Section 7.1 shall survive the Closing Date indefinitely.

7.2 Third Party Claims

- (a) If the Receiver receives notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement, the Receiver shall give the Purchaser reasonably prompt notice thereof, but in any event no later than 14 days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the loss that has been or may be sustained by the Receiver, and a reference to the provisions of this Agreement upon which such claim is based.
- (b) The Purchaser may assume and conduct or participate in the defence of any Third Party Claim by giving notice to that effect to the Receiver not later than five Business Days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Receiver, in writing, liability to the Receiver under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Receiver pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and, upon request, has provided the Receiver with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser assumes and conducts the defence of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer in respect of that Third Party Claim. The Purchaser shall

pay all of its own expenses of participating in or assuming such defence. The Receiver shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at the Purchaser's sole cost and expense.

- (c) If the Receiver has not received notice within the Notice Period that the Purchaser has elected to participate in the defence of such Third Party Claim, or if the Purchaser has given such notice but thereafter fails or is unable to participate in the defence of such Third Party Claim actively and diligently, the Receiver may, at its option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume and conduct such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any loss suffered or incurred by the Receiver with respect to such Third Party Claim.

7.3 Failure to Give Timely Notice

A failure to give timely notice as provided in this Article 7 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

7.4 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 8 MISCELLANEOUS

8.1 Notices

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

- (i) Receiver or Vendor:

2200, 215 2nd Ave. S.W.
Calgary, AB T2P 1M4
Attention: Peter Chisholm / Duncan MacRae

With a copy to:

Borden Ladner Gervais LLP

Barristers and Solicitors
Centennial Place, East Tower
1900, 520-3rd Ave. S.W.
Calgary, AB T2P 0R3
Attention: Josef G.A. Kruger, Q.C. / Robyn Gurofsky
Fax: 403.266.1396
Email: jkruger@blg.com / rgurofsky@blg.com

(ii) Purchaser:

480 Aviation Way N.E.
Calgary, AB T2E 7G3
Attention: Kenneth I. Mizera

With a copy to:

Michael W. Mudie
Barrister and Solicitor
520 Crescent Road N.W.
Calgary, AB T2M 4A5
Fax: 403.282.0719
Email: mudie@shaw.ca

- (b) Receipt of Notice. Any Notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the date of transmission.
- (c) Change of Address for Notice. By giving to the other party at least five days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section.

8.2 Further Assurances

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

8.3 Lawyers as Agents

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

8.4 Assignment

This Agreement shall not be assigned by any Party without the express written consent of the other Party.

8.5 Governing Law

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

8.6 Non-Merger

None of the provisions of this Agreement shall merge in the transfer of the Assets or other documents delivered on the Closing Date.

8.7 Construction

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

8.8 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, receivers, trustees and permitted assigns.

8.9 Counterparts

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

[Remainder of page is intentionally blank. Signature page follows]

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

ERNST & YOUNG INC., solely in its capacity as the receiver and manager and not in its personal capacity of the assets and undertakings of **OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc., Air Dallaire Ltd., K.L. Capital Corp., 1734163 Alberta Inc. and 1859821 Alberta Inc.**

Per: 
PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per: _____
KENNETH MIZERA

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

ERNST & YOUNG INC., solely in its capacity as the receiver and manager and not in its personal capacity of the assets and undertakings of **OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Inc., Air Dallaire Ltd., K.L. Capital Corp., 1734163 Alberta Inc. and 1859821 Alberta Inc.**

Per: _____
PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per: _____
KENNETH MIZERA

SCHEDULE "A"

Lands

- High Level Property (1105761 Hwy #35, McKenzie County, AB):

Plan 0721766

Block 4

Lot 1

Excepting thereout all Mines and Minerals

Piston Helicopters

Piston Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
Robinson R44 II	C-FKAR	12265	Lycoming	IO-540-AE1A5	L-32778-48E
Robinson R44 II	C-FAJB	10322	Lycoming	IO-540-AE1A5	L-29248-48A
Robinson R44 II	C-FANE	10360	Lycoming	IO-540-AE1A5	L-29306-48A
Robinson R44 II	C-FDOZ	10686	Lycoming	IO-540-AE1A5	L-29743-48A
Robinson R44 II	C-FDPA	10687	Lycoming		
Robinson R44 II	C-FDPI	10688	Lycoming	IO-540-AE1A5	L-29244-48A
Robinson R44 II	C-FDPN	10698	Lycoming	IO-540-AE1A5	L-31986-48E
Robinson R44 II	C-FDQG	10699	Lycoming	IO-540-AE1A5	L-30010-48A
Robinson R44 II	C-FEHD	10692	Lycoming	IO-540-AE1A5	L-30129-48A
Robinson R44 II	C-FHZE	11184	Lycoming	IO-540-AE1A5	L-29329-48A
Robinson R44 II	C-FHZI	11185	Lycoming	IO-540-AE1A5	L-31046-48A
Robinson R44 II	C-FHZJ	11186	Lycoming	IO-540-AE1A5	L-31207-48A
Robinson R44 II	C-FHZK	11205	Lycoming	IO-540-AE1A5	L-31072-48A
Robinson R44 II	C-FHZL	11240	Lycoming	IO-540-AE1A5	L-30080-48A
Robinson R44 II	C-FHZN	11251	Lycoming	IO-540-AE1A5	L-31219-48A
Robinson R44 II	C-FVAE	10019	Lycoming	IO-540-AE1A5	L-31539-48A
Robinson R44 I	C-GAEE	1208	Lycoming	O-540-F1B5	L-25045-40A
Robinson R44 I	C-GAEJ	1202	Lycoming	O-540-F1B5	L-25258-40A
Robinson R44 II	C-GZXG	10317	Lycoming	IO-540-AE1A5	L-30012-48A
Robinson R44 II	C-GRDT	10571	Lycoming	IO-540-AE1A5	L-29264-48A
Robinson R44	C-GJAG	653	Lycoming	O-540-F1B5	L-22755-40A
Spare Engines					
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-31045-48A
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-28821-48A
Removed R44 Engine			Lycoming	IO-540-AE1A5	L-30259-48A

Turbine Helicopters

Turbine Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
Eurocopter EC120B	C-GEMK	1427	Turbomeca	Arrius 2F	34482
Bell 206B	C-GTEZ	746	Rolls-Royce	250-C20	CAE-834205
Bell 206B	C-GTQU	766	Rolls-Royce	250-C20	CAE-820798
Bell 206B	C-GXAG	150	Rolls-Royce	250-C20	CAE-821313
Aerospatiale AS350BA FX2	C-FXDM	1548	Lycoming	LTS-101-700D-2	LE-46145C
Aerospatiale AS350BA FX2	C-GOFX	2195	Lycoming	LTS-101-700D-2	LE-46013C
Aerospatiale AS350BA	C-GREV	1039	Turbomeca	Arriel 1B	4802TEC

Transport Canada Approvals (not all-inclusive and applicable to Amended PSA as well)

C-LSA01-130	P-LSH95-050/D-H11NM
C-LSA05-325/D	P-LSH96-022/D-H10WE
C-LSA06-329/D	P-LSH96-023/D
C-LSA07-215/D	P-LSH96-029/D
C-LSA07-277/D	P-LSH96-154/D-H10WE
C-LSA09-325/D	P-LSH96-155/D
C-LSA12-183/D	P-LSH96-202/D
C-LSA97-181/D-A87	P-LSH97-037/D
C-LSH01-655/D	P-LSH99-135/D
C-LSH01-656/D	P-LSH99-197/D
C-LSH04-162/D	P-LSH99-209/D
C-LSH04-418/D	P-RH04-098
C-LSH04-62/D	P-RH95-081/D-H10WE
C-LSH05-038/D	SH06-21
C-LSH06-122/D	SH06-23
C-LSH07-220/D	SH06-43
C-LSH07-416/D	SH06-9
C-LSH08-077	SH07-5
C-LSH11-066/D	SH08-42
C-RA05-217/D	SH10-13
C-RA06-259/D	SH11-13
C-RA10-161/D	SH11-15
C-RA11-124/D	SH91-43
C-RH07-129/D	SH93-7
P-LSA95-048/D-A13CE	SH94-2

P-LSH00-163/D	SH94-39
P-LSH02-002/D	SH95-8
P-LSH04-099	W-LSA91-032
P-LSH94-177/D-H10WE	W-LSH95-038-H10WE
P-LSH94-178/D	W-LSH95-039
P-LSH95-049/D-H-97	W-LSH96-121/D-H-97

Vehicles

- John Deere 4105 tractor, S/N LV4105H11529
- Kubota tractor Model No. B7100
- Toyota Forklift

Fuel Tanks (Some applicable to Amended PSA)

Item description
6000L Norther Steel Tank
25000L Northern Steel Tank
50000L Norther Steel Tank
25000L Durex Steel Tank
15000L Meridian Tank
Fuel Tank 50000L (Rainbow Lake)
Fuel Tank 25000L (Rainbow Lake)
Fuel Tank (Sousa) 25000L
Fuel Tank (Zama Apache) 25000L
7000L Northern Steel Tank with GPI
Whitecourt
Advanced AG Tank 50000L
Advanced AG Tank 60000L
Advanced AG Tank 50000L
CAE Tanks 45500L underground
CAE Tanks 45500L underground
Fuel Tank (Berland) 15000L
Fuel Tank (Leland) 30000L
Fuel Tank (Tourmaline) 15000L
Fuel Tank (XTO) 35000L
Rocky

Fuel Tank 25000L
GP
50,000LT Tank and Cabnet
15,000LT Tank and Cabnet
25,000LT Tank pump and hose
35,000LT Tank pump and hose
slip tank
Waste oil tank
Mobil Fuel tank

SCHEDULE “B”

APPROVAL AND VESTING ORDER

COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF THIRD EYE CAPITAL CORPORATION
DEFENDANT OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC. 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
DOCUMENT SALE APPROVAL AND VESTING ORDER

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Borden Ladner Gervais LLP
Centennial Place
1900, 520 – 3 Avenue SW
Calgary, Alberta T2P 0R3
Lawyer: Robyn Gurofsky
Phone Number: (403) 232-9774
Fax Number: (403) 266-1395
Email address: RGurofsky@blg.com

DATE ON WHICH ORDER WAS PRONOUNCED: ●, 2019
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.E.C. Romaine

UPON THE APPLICATION of Ernst & Young Inc., in its capacity as the court-appointed receiver and manager (the "**Receiver**") of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc., and K.L. Capital Corp. (collectively the "**Debtor**") in these proceedings for an Order (i) approving the Settlement Agreement dated October 24, 2018 between the Receiver, Airborne Energy Solutions Inc. ("**AES**"), and Third Eye Capital Corporation ("**TEC**") appended to the Seventh Report of the Receiver dated ●, 2019 (the "**Seventh Report**") as Appendix 1, including without limitation, the distribution, to AES, of the funds held in the Segregated Account and the Segregated Account Receivables (as said terms are defined in the Settlement Agreement), without deduction, claim or set-off; (ii) approving the sale transaction (the "**Transaction**") between the Receiver and AES contemplated by a Purchase and Sale Agreement dated December 14, 2017, as amended on March 28, 2019 (the "**First Sale Agreement**") and a Purchase and Sale Agreement dated March 28, 2019 (the "**Second Sale Agreement**", together with the First Sale Agreement the "**Sale Agreement**") appended to the Seventh Report as Appendix 2 and Appendix 3 respectively,

and vesting in AES the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated July 19, 2018 as amended on August 7, 2018 (the "**Receivership Order**"), the Affidavit of Kenneth I. Mizera filed June 29, 2018, Affidavit No. 2 of Kenneth I. Mizera dated August 3, 2018, Affidavit No. 3 of Kenneth I. Mizera dated September 27, 2018, the Third Affidavit of Mark Horrox dated July 26, 2018, the Fourth Affidavit of Mark Horrox dated August 8, 2018, the Fifth Affidavit of Mark Horrox dated September 28, 2018, the First Report of the Receiver dated August 8, 2018; the Seventh Report of the Receiver dated •, 2019, and the Briefs submitted to this Honourable Court by the Receiver, TEC and AES; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for AES, counsel for TEC, and any other party appearing at this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND INTERPRETATION

1. The time for service of notice of this Application is abridged to the time actually given and service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application. This hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. Capitalized terms not otherwise defined herein are given the meaning ascribed to them in the Seventh Report of the Receiver.

APPROVAL OF SETTLEMENT AGREEMENT

3. The Settlement Agreement attached to the Seventh Report as Appendix 1 is hereby approved and the execution of the Settlement Agreement by the Receiver is hereby authorized and approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Settlement Agreement.

CONSTRUCTIVE TRUST AND EXPRESS TRUST

4. AES is entitled to and is hereby granted a constructive trust over and in respect of the all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017.
5. AES is entitled to and is hereby granted an express trust over and in respect of all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017.
6. The Receiver shall continue to forthwith deposit all revenue generated and received by the Receiver in respect of the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 into

OpsMobil Account No. 760-00182687579. Pursuant to paragraph 6 of the Preservation Order granted in Court of Queen's Bench of Alberta Action No. 1801-08383 on June 14, 2018, and notwithstanding any other provision of the Preservation Order, ATB Financial and the Receiver shall forthwith pay to AES all present and future funds deposited into OpsMobil Account No. 760-00182687579.

APPROVAL OF SALE AGREEMENT AND VESTING OF PROPERTY

7. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.
8. Upon the filing of a Receiver's certificate substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement including, without limitation, the assets listed on **Schedule "B"** hereto, and all revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, shall vest absolutely in the name of AES, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order in Action No. 1801-09188 or any order granted in Court of Queen's Bench of Alberta Court File Number 1801-09424;
 - (b) all charges, security interests or claims against the Purchased Assets evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, including without limitation the International Registry or Transport Canada;
 - (c) those Claims listed on **Schedule "C"** hereto;(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"** (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged, or amended, as the case may be, as against the Purchased Assets.
9. Upon delivery of the Receiver's Certificate and a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, amendments, interest authorizations, discharges, discharge statements or

conveyances, as may be required to convey clear title to the Purchased Assets to AES subject only to the Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Personal Property Registry (Alberta) (the "**AB PPR Registrar**") shall and is hereby directed to cancel and discharge and amend those Claims and Encumbrances, if any, other than the Permitted Encumbrances, in accordance with Schedule "C" Part 1 and Schedule "C" Part 2 to this Order.

10. In order to effect the discharges, amendments and transfers described above, this Court directs the AB PPR Registrar to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement authorized herein. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority of the AB PPR Registrar to make and register the said transfers and amendments, and cancel and discharge, and amend, the registrations of any Claims and Encumbrances against the Purchased Assets.
11. The Receiver and AES are hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and amendments contemplated by this Order, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove or discharge all such registrations, including without limitation:
 - (a) The Registrar of the International Registry shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 3 to this Order; and
 - (b) Transport Canada shall forthwith remove and discharge all such registrations in accordance with Schedule "C" Part 4 to this Order.
12. TEC is ordered and directed to discharge, partially discharge, or amend, as the case may be, any Encumbrances it has registered against the Purchased Assets and execute and deliver to AES a Consent to Surrender of Lease of the Whitecourt Facility.
13. Nabors Drilling Canada Limited is ordered and directed to discharge any Encumbrances it has registered against the Purchased Assets.
14. Upon the delivery of the Receiver's Certificate and a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**LTO Registrar**") is hereby authorized, requested, and directed to cancel the following existing Certificates of Title, for those lands and premises legally described as:

Certificate of Title No.	Legal Description
132 094 436	PLAN 0022432 BLOCK 1 LOT 5 EXCEPTING THEREOUT ALL MINES AND MINERALS
072 120 218	PLAN 0721766 BLOCK 4

	LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS
--	--

(the "**Lands**")

and to issue new Certificates of Title for the Lands in the name of AES, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to AES, which Certificates of Title shall be subject only to the Permitted Encumbrances, including for clarity only Instrument Nos. 842 136 831, 972 135 294, 792 251 750, 022 059 301 and 072 120 219.

15. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the LTO Registrar is hereby authorized, requested, and directed to discharge, or partially discharge, as the case may be, the caveats and mortgages described in Schedule "C" Part 5 to this Order.
16. This Order shall be registered by the LTO Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
17. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
18. AES shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor immediately prior to the sale, including without limitation any Claims for amounts or obligations accrued up to the Closing Date on account of any lease, municipal property taxes, or for amounts accrued under Permitted Encumbrances prior to the Closing Date.
19. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, save and except for the persons entitled to the benefit of any Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 and, to the extent that any such persons remains in possession or control of any of the Purchased Assets or the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017, they shall forthwith deliver possession thereof to AES.

20. AES shall be entitled to enter into and upon, hold and enjoy the Purchased Assets and the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
21. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
22. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after closing of the Transaction.
23. Notwithstanding:
- (a) The pendency of these proceedings;
 - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) Any assignment in bankruptcy made in respect of the Debtor
- the vesting of the Purchased Assets and the revenue generated by the Purchased Assets described in the First Sale Agreement from and after November 1, 2017 in AES pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
24. The Receiver, AES and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

25. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or elsewhere in the World to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
27. Service of this Order on any party not attending this application is hereby dispensed with.

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

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1801-09188
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THIRD EYE CAPITAL CORPORATION
DEFENDANT	OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC. 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
DOCUMENT	RECEIVER'S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais 1900, 520 - 3 Avenue SW Calgary, Alberta T2P 0R3 Lawyer: Robyn Gurofsky Phone Number: (403) 232-9774 Fax Number: (403) 266-1395 Email address: rgurofsky@blg.com
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RECITALS

- A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated July 19, 2018 and amended on August 7, 2018, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of OpsMobil Inc., Ranch Energy Corporation, 1734163 Alberta Inc. 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of December 14, 2017, as amended on March 28, 2019 (the "**First Sale Agreement**") between OpsMobil Group Inc., OpsMobil Inc., and OpsMobil Energy Services Inc. and Airborne Energy Solutions Inc. (the "**Purchaser**"), and also approved the Agreement of Purchase and Sale between the Receiver and the Purchaser dated March 28, 2019 (the "**Second Sale Agreement**"), together with the First Sale Agreement (the "**Sale Agreement**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon

the filing by the Receiver of this certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

Ernst & Young Inc., in its capacity as Receiver of the undertaking, property and assets of OpsMobil Inc., OpsMobil Group Inc. OpsMobil Energy Services Inc., Ranch Energy Corporation, 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Construction Inc., and K.L. Capital Corp. and not in its personal capacity.

Per:_____

Name:

Title:

Schedule "B"

Purchased Assets-Not Inclusive

AIRCRAFT

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

HELICOPTER

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

TRANSPORT CANADA APPROVALS (Not inclusive-applicable to both First Sale Agreement and Second Sale Agreement)

C-LSA01-130	P-LSH95-050/D-H11NM
C-LSA05-325/D	P-LSH96-022/D-H10WE
C-LSA06-329/D	P-LSH96-023/D
C-LSA07-215/D	P-LSH96-029/D
C-LSA07-277/D	P-LSH96-154/D-H10WE
C-LSA09-325/D	P-LSH96-155/D
C-LSA12-183/D	P-LSH96-202/D
C-LSA97-181/D-A87	P-LSH97-037/D
C-LSH01-655/D	P-LSH99-135/D
C-LSH01-656/D	P-LSH99-197/D
C-LSH04-162/D	P-LSH99-209/D
C-LSH04-418/D	P-RH04-098
C-LSH04-62/D	P-RH95-081/D-H10WE
C-LSH05-038/D	SH06-21
C-LSH06-122/D	SH06-23
C-LSH07-220/D	SH06-43
C-LSH07-416/D	SH06-9
C-LSH08-077	SH07-5
C-LSH11-066/D	SH08-42
C-RA05-217/D	SH10-13
C-RA06-259/D	SH11-13

C-RA10-161/D	SH11-15
C-RA11-124/D	SH91-43
C-RH07-129/D	SH93-7
P-LSA95-048/D-A13CE	SH94-2
P-LSH00-163/D	SH94-39
P-LSH02-002/D	SH95-8
P-LSH04-099	W-LSA91-032
P-LSH94-177/D-H10WE	W-LSH95-038-H10WE
P-LSH94-178/D	W-LSH95-039
P-LSH95-049/D-H-97	W-LSH96-121/D-H-97

WHITECOURT FACILITY

Freehold: RO-OpsMobil Group Inc.

Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

Leased:

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

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

-and-

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

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

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

- (c) Lease Agreement between Woodlands County, as Landlord, and Nabors Drilling Limited, as Tenant, dated June 22, 2011 as assigned to Airborne Energy Solutions Ltd. pursuant to an Assignment and Consent

Agreement among Nabors Drilling Limited, as Assignor, Airborne Energy Solutions Ltd., as Assignee, and Woodlands County, as Third Party dated April 1, 2013 in respect of lands legally described as:

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

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

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

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

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

-and-

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

ROCKY MOUNTAIN HOUSE FACILITY

Leased:

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

Lot C-4 Hangar Space
of the lands legally described as:

FIRST

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

SECOND

Meridian 5 Range 7 Township 40
Section 11

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

THIRD

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

VILLENEUVE FACILITY

All interest in wall partitions, fixtures, Improvements and personal property located on the lands leased from Villeneuve Aero Services Inc. described as Lot 22 and Lot 23, Villeneuve Airport, Sturgeon County, AB being a portion of the lands legally described as:

Plan 7621581
Block 1
Containing 578.42 Hectares (1429.3 Acres) More or Less
Excepting thereout:

	Hectares	(Acres) More or Less
A) Plan 7622290- Road	4.85	11.98
B) Plan 0221274- Subdivision	8.44	20.85
C) Plan 0421023- Subdivision	0.904	2.23
D) Plan 1026928- Subdivision	0.632	1.56

Excepting thereout all Mines and Minerals

PERSONAL PROPERTY LOCATED AT HIGH LEVEL AND GRANDE PRAIRIE (10911-123 Street, Grande Prairie, AB T8V 7Z3) as identified on a list prepared by Roch Dallaire of Big Rock Helicopters Ltd. forwarded on or about February 21, 2018.

OWNED VEHICLES

International Tank Truck
Vin#: IHTD35179CGA13963

Bobcat V417
Product ID #: AC1C1194

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

Gooseneck Trailer
Vin#: 5NHVHHA35D1050715
GVWR- 9526 KG

JLG Sizzor lift 40 TRS
Serial#: 0200063895

Bobcat 763
Product ID#: 512241493

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

Commercial Trailer
VIN #2TTMT280XGR060377

John Deere 3320 Tractor S/N XLV3320H123776

AIRCRAFT AND HELICOPTER PARTS AND COMPONENTS ON SERVICE ORDERS

<u>Service Order</u>	<u>Part Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Supplier</u>
3052	Fuel Manifold	4-191-100-03	12-169016-01803	UTC Aerospace Systems
3765	Magneto	10-600646-201	E10HA023R	Okanagan Aero Engine
3764	Magneto	10-600616-9	E14IA394	Okanagan Aero Engine
3637	Engine LTS-100-700D2	4-001-000-33	LE-46013C	Honeywell
3632	Fuel Filter	4-301-123-02	AFF1854	Honeywell
3640	T1 Sensor	4-301-099-07	14902	Honeywell
3635	Fuel Manifold	4-191-100-03	980416807416	Honeywell
3630	Oil Pump	4-301-243-02	B-590	Honeywell
3638	Fuel Pump	4-301-377-10	OAFP387	Honeywell
3633	Electronic Overspeed Valve	4-301-372-01	08166230003T	Honeywell
3641	Fuel Control Unit	4-301-288-09	335217	Honeywell
3636	Airflow Modulator	4-301-102-12	2816	Honeywell
3631	Ignition Exciter	1-300-363-03	040218044521	Honeywell
3639	PT Governor	4-301-289-05	28284	Honeywell
3634	Anti-Ice Valve	4-301-044-02	0744	Honeywell
3642	AGB Module	4-081-000-64	81D009	Honeywell
2838	Turbine Assembly C20B	23038241	CAT-36705	Essential Turbines

3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3625	FCU Servo	2576630-4	70834506	Aero Recip Canada Ltd
3737	Magneto	10-600646-201	E11LA046R	Aero Recip Canada Ltd
3404	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3735	Aux Oil Cooler	10599R	4975	Aero Recip Canada Ltd
3738	Magneto	10-600616-9	E05CA044	Aero Recip Canada Ltd
3479	Fuel Control Unit	2576630-4	70B59707	Aero Recip Canada Ltd
3620	Fuel Servo Idle Valve Assembly	2538755		Aero Recip Canada Ltd
3736	Engine and Oil Cooler	IO-540-AE1A5, 10886A	L-30259-48A, 5997	Aero Recip Canada Ltd

SOFTWARE

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

INTELLECTUAL PROPERTY

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

LANDS

High Level – Property and Hangar

Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals

Piston Helicopters

Piston Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
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Robinson R44 II	C-FKAR	12265	Lycoming	IO-540-AE1A5	L-32778-48E
Robinson R44 II	C-FAJB	10322	Lycoming	IO-540-AE1A5	L-29248-48A
Robinson R44 II	C-FANE	10360	Lycoming	IO-540-AE1A5	L-29306-48A
Robinson R44 II	C-FDOZ	10686	Lycoming	IO-540-AE1A5	L-29743-48A
Robinson R44 II	C-FDPA	10687	Lycoming		
Robinson R44 II	C-FDPI	10688	Lycoming	IO-540-AE1A5	L-29244-48A
Robinson R44 II	C-FDPN	10698	Lycoming	IO-540-AE1A5	L-31986-48E
Robinson R44 II	C-FDQG	10699	Lycoming	IO-540-AE1A5	L-30010-48A
Robinson R44 II	C-FEHD	10692	Lycoming	IO-540-AE1A5	L-30129-48A
Robinson R44 II	C-FHZE	11184	Lycoming	IO-540-AE1A5	L-29329-48A
Robinson R44 II	C-FHZI	11185	Lycoming	IO-540-AE1A5	L-31046-48A
Robinson R44 II	C-FHZJ	11186	Lycoming	IO-540-AE1A5	L-31207-48A
Robinson R44 II	C-FHZK	11205	Lycoming	IO-540-AE1A5	L-31072-48A
Robinson R44 II	C-FHZL	11240	Lycoming	IO-540-AE1A5	L-30080-48A
Robinson R44 II	C-FHZN	11251	Lycoming	IO-540-AE1A5	L-31219-48A
Robinson R44 II	C-FVAE	10019	Lycoming	IO-540-AE1A5	L-31539-48A
Robinson R44 I	C-GAEE	1208	Lycoming	O-540-F1B5	L-25045-40A
Robinson R44 I	C-GAEJ	1202	Lycoming	O-540-F1B5	L-25258-40A
Robinson R44 II	C-GZXG	10317	Lycoming	IO-540-AE1A5	L-30012-48A
Robinson R44 II	C-GRDT	10571	Lycoming	IO-540-AE1A5	L-29264-48A
Robinson R44	C-GJAG	653	Lycoming	O-540-F1B5	L-22755-40A
Spare Engines					
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-31045-48A
Spare R44 Engine			Lycoming	IO-540-AE1A5	L-28821-48A
Removed R44 Engine			Lycoming	IO-540-AE1A5	L-30259-48A

Turbine Helicopters

Turbine Fleet - Model	Registration Mark	A/C Serial Number	Engine Make	Engine Model	Engine Serial Number
Eurocopter EC120B	C-GEMK	1427	Turbomeca	Arrius 2F	34482
Bell 206B	C-GTEZ	746	Rolls-Royce	250-C20	CAE-834205
Bell 206B	C-GTQU	766	Rolls-Royce	250-C20	CAE-820798
Bell 206B	C-GXAG	150	Rolls-Royce	250-C20	CAE-821313
Aerospatiale AS350BA FX2	C-FXDM	1548	Lycoming	LTS-101-700D-2	LE-46145C
Aerospatiale AS350BA FX2	C-GOFX	2195	Lycoming	LTS-101-700D-2	LE-46013C
Aerospatiale AS350BA	C-GREV	1039	Turbomeca	Arriel 1B	4802TEC

VEHICLES

- John Deere 4105 tractor SN: LV4105H111529
- Kubota tractor Model No. B7100

- Toyota Forklift

FUEL TANKS (applicable to both First Sale Agreement and Second Sale Agreement)

Item description
6000L Norther Steel Tank
25000L Northern Steel Tank
50000L Norther Steel Tank
25000L Durex Steel Tank
15000L Meridian Tank
Fuel Tank 50000L (Rainbow Lake)
Fuel Tank 25000L (Rainbow Lake)
Fuel Tank (Sousa) 25000L
Fuel Tank (Zama Apache) 25000L
7000L Northern Steel Tank with GPI

Whitecourt
Advanced AG Tank 50000L
Advanced AG Tank 60000L
Advanced AG Tank 50000L
CAE Tanks 45500L underground
CAE Tanks 45500L underground
Fuel Tank (Berland) 15000L
Fuel Tank (Leland) 30000L
Fuel Tank (Tourmaline) 15000L
Fuel Tank (XTO) 35000L

Rocky
Fuel Tank 25000L

GP
50,000LT Tank and Cabnet
15,000LT Tank and Cabnet
25,000LT Tank pump and hose
35,000LT Tank pump and hose
slip tank
Waste oil tank

Mobil Fuel tank

Schedule "C"

Encumbrances to be Amended or Discharged

Schedule "C"
Part 1

PPR Registrations to be Amended

ALBERTA

	Registration Number	Debtors	Secured Party	Authorized Amendments
1.	11042827285, as amended by 14121133817, 15022623495, 15022727608, 15030232656, 15041624934, 15061229822, 15072710353, 15100528998, 15101508157, 15110436215, 15112530613, 15122930118, 16040828939 16042218995 16061316049 17011125687 17040540022 17051525174, 18013115249, and 18030924355	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007 ; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vii)Block 57 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
2.	11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654,	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 9 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA 172R;

Registration Number	Debtors	Secured Party	Authorized Amendments
15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 17051525236, 18013115292, and 18030924369	AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada) (ii) Block 10 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (iii) Block 21 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 22 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 63 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada (vi) Block 64 (Serial Number: 17281270; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada (vii) Block 65 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (viii) Block 66 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (ix) Block 67 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada (x) Block 68 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S;

	Registration Number	Debtors	Secured Party	Authorized Amendments
				Category: AC – Aircraft Canada
				(xi) Block 71 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada
				(xii)Block 72 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F Category: AC – Aircraft Canada
				(xiii) Block 73 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada
				(xiv) Block 74 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31 Category: AC – Aircraft Canada
3.	13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 17051525291, 18013115343, and 18030924382	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CGZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL

Registration Number	Debtors	Secured Party	Authorized Amendments
	OPSMOBIL ENERGY SERVICES INC.		206B; Category: AC - Aircraft Canada)
	OPSMOBIL GROUP INC.		(v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
			(vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada)
			(vii) Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
4.	13042923928, as amended by 14121134212, 15022623419, 15022727824, 15030232896, 15041624984, 15061229750, 15072710166, 15100529083, 15101508251, 15110436523, 15112532249, 15122931490, 16040830114 16042219182 16061316214 17011125651 17040540117 17051525322, 18013115405, and 18030924400	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT (i) Block 1 (Serial Number: CGDHR; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 17281007; Year 2001; Make and Model: CESSNA/172R; Category: AC - Aircraft Canada) (iii) Block 13 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 14 (Serial Number: 940; Year 1973; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 55 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (vi) Block 56 (Serial Number: 17281270; Year 2006; Make and Model: CESSNA 172R;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC – Aircraft Canada)
			(vii) Block 57 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(viii) Block 58 (Serial Number: 172S8358; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(ix) Block 59 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada)
			(xi) Block 63 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xii) Block 64 (Serial Number: U20603350; Year 1976; Make and Model: CESSNA U206F; Category: AC – Aircraft Canada)
			(xiii) Block 65 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada)
			(xiv) Block 66 (Serial Number: 31753; Year 1972; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				PIPER PA-31; Category: AC – Aircraft Canada)
5.	15122213884, as amended by 15122222577 and 16061026079	LYNN’S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 15 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 17 (Serial Number: CFZGP; Year 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 18 (Serial Number: CFZHG; Year 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 21 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 22 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 23 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 24 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada) (viii) Block: 26 (Serial Number: CGJEL; Year: 1968; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				BELL 206B; Category: AC-Aircraft Canada)
6.	15122214226, as amended by 15122222491 and 16072829152	OPSMOBIL INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 18 (Serial Number: CFIGL; Year: 2006; Make and Model: CESSNA 172R; Category: AC – Aircraft Canada) (ii) Block 20 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC – Aircraft Canada) (iii) Block 21 (Serial Number: CFZHG; Year: 1972; Make and Model: PIPER PA-31; Category: AC – Aircraft Canada) (iv) Block 24 (Serial Number: CGAEN; Year: 2000; Make and Model: CESSNA 172S; Category: AC – Aircraft Canada) (v) Block 25 (Serial Number: CGDHR; Year: 2001; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada) (vi) Block 26 (Serial Number: CGFXS; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada) (vii) Block 27 (Serial Number: CGFYK; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada) (viii) Block: 29 (Serial Number: CGJEL; Year: 1968; Make and Model:

	Registration Number	Debtors	Secured Party	Authorized Amendments
				BELL 206B; Category: AC-Aircraft Canada)
7.	13040231957, as amended by 15122933578, 17062928629, and 18032942818	LYNN'S HELICOPTER LEASING LTD. AND OPSMOBIL GROUP INC.	NABORS DRILLING LIMITED NABORS DRILLING CANADA LIMITED	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block: 6 (Serial Number: CFZGP; Year: 1973; Make and Model: BELL 206B; Category: AC-Aircraft Canada) (ii) (Block: 27 (Serial Number: CFIGL; Year 2006; Make and Model: CESSNA 172R; Category: AC-Aircraft Canada) (iii) Block: 28 (Serial Number: CGFXS; Year 2000; Make and Model: CESSNA 172S; Category: AC-Aircraft Canada) (iv) Block: 29 (Serial Number: CGAEN; Year 2000; Make and Model: CESSNA172S; Category: AC-Aircraft Canada) (v) Block: 31 (Serial Number: CGFYK; Year 1976; Make and Model: CESSNA U206F; Category: AC-Aircraft Canada) (vi) Block: 32 (Serial Number: CFZHG; Year 1972; Make and Model: Piper Navajo PA-31; Category: AC-Aircraft Canada) (vii) (vii) Block 38 (Serial Number: 940; Year: 1973; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			(viii) Block 58 (Serial Number: 1781270; Year: 2006; Make and Model: CESSNA 172R; Category: AC - Aircraft Canada)
			(ix) Block 59 (Serial Number: 172S8358; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada)
			(x) Block 60 (Serial Number: 172S8355; Year: 2000; Make and Model: CESSNA 172S; Category: AC - Aircraft Canada)
			(xi) Block 61 (Serial Number: U20603350; Year: 1976; Make and Model: CESSNA U206F; Category: AC - Aircraft Canada)
			(xii) Block 62 (Serial Number: 31753; Year: 1972; Make and Model: PIPER PA-31; Category: AC - Aircraft Canada)
			Amend and delete the following wording for blocks under "Collateral: General":
			(xiii) Block 5
			a. ONE 2006 CESSNA 172R AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 172-81270 AND CANADIAN REGISTRATION MARK C-FIGL AND ONE FIXED AIRCRAFT

Registration Number	Debtors	Secured Party	Authorized Amendments
			ENGINE MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBER L2866351A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
			b. ONE 2000 CESSNA 172S AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 172S- 8358 AND CANADIAN REGISTRATION MARK C-GFXS AND ONE FIXED AIRCRAFT ENGINE MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBER L2751951A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
			c. ONE 2000 CESSNA 172S AIRFRAME, BEARING

**Registration
Number**

Debtors

Secured Party

Authorized Amendments

MANUFACTURER
'S SERIAL
NUMBER 172S-
8355 AND
CANADIAN
REGISTRATION
MARK C-GAEN
AND ONE FIXED
AIRCRAFT
ENGINE
MANUFACTURED
BY LYCOMING
BEARING
MANUFACTURER
'S SERIAL
NUMBER
L3015751A
WHETHER OR
NOT INSTALLED
ON SUCH
AIRFRAME, OR
ANY
SUBSTITUTE
AIRCRAFT
ENGINE FROM
TIME TO TIME.

(xiv) Block 9

- a. ONE 1976
CESSNA U206F
AIRFRAME,
BEARING
MANUFACTURER
'S SERIAL
NUMBER U206-
03350 AND
CANADIAN
REGISTRATION
MARK C-GFYK
AND ONE FIXED
AIRCRAFT
ENGINE
MANUFACTURED
BY
CONTINENTAL
BEARING
MANUFACTURER
'S SERIAL
NUMBER 832536-
R WHETHER OR
NOT INSTALLED
ON SUCH

Registration Number	Debtors	Secured Party	Authorized Amendments
			AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME. b. ONE 1972 PIPER NAVAJO PA-31 AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 31-753 AND CANADIAN REGISTRATION MARK C-FZHG AND TWO FIXED AIRCRAFT ENGINES MANUFACTURED BY LYCOMING BEARING MANUFACTURER 'S SERIAL NUMBERS L737961A AND L726061A WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME.
		(xv)	Block 10
			a. ONE 1973 BELL 206B AIRFRAME, BEARING MANUFACTURER 'S SERIAL NUMBER 940 AND CANADIAN REGISTRATION MARK C-FZGP AND ONE ROTARY AIRCRAFT ENGINE

Registration Number		Debtors	Secured Party	Authorized Amendments	
					MANUFACTURED BY ROLLS ROYCE BEARING MANUFACTURER 'S SERIAL NUMBER CAE822919 WHETHER OR NOT INSTALLED ON SUCH AIRFRAME, OR ANY SUBSTITUTE AIRCRAFT ENGINE FROM TIME TO TIME
8.	13040428418, as amended by 14121140225 15112530852 16040829084 18032321758	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	(i)	Block: 1 (Serial Number: CGJEL; Year 1968 Make/Model: BELL 206B; Category: AC-Aircraft Canada
				(ii)	Block 2: (Serial Number: 116; Year 1968 Make/Model: BELL 206B; Category: AC-Aircraft Canada
9.	11042827285, as amended by 14121133817, 15022623495, 15022727608, 15030232656, 15041624934, 15061229822, 15072710353, 15100528998, 15101508157, 15110436215, 15112530613, 15122930118,	GEMINI HELICOPTERS INC. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods":	
				(i)	Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
				(ii)	Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE

Registration Number	Debtors	Secured Party	Authorized Amendments
16040828939	OPSMOBIL		AS 350 BA; Category: AC - Aircraft Canada)
16042218995	CONSTRUCTION		
16061316049	INC.		
17011125687	OPSMOBIL		(iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
17040540022	ENERGY		
17051525174	SERVICES INC.		
18013115249, and	OPSMOBIL GROUP		
18030924355	INC.		(iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vii) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(viii) Block 12 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xi) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiii) Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiv) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xix) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxvii) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxxiv) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44

Registration Number	Debtors	Secured Party	Authorized Amendments
			II; Category: AC - Aircraft Canada)
			(xlii) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 52 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvi) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvii) Block 90 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 91 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xlix) Block 110 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(l) Block 111 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(li) Block 120 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(lii) Block 121 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(lii)Block 122 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(liv)Block 123 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(lv) Block 128 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada)
			(lvi)Block 129 (Serial Number: 1548; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA ; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
10.	11060627795, as amended by 12042318599, 12042418377, 14121136092, 15022623455, 15022727654, 15030232763, 15041624928, 15061229819, 15072710324, 15100528899, 15101508185, 15110436307, 15112530655, 15122930608, 16040828945 16042219056 16061316087 17011125701 17040540078 17051525236 18013115292, and 18030924369	as by	810807 ALBERTA LTD. AIRBORNE ENERGY SOLUTIONS LTD AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGEMK; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1427; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON HELICOPTER R44 R; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON HELICOPTER R44 R; Category: AC - Aircraft Canada) (v) Block 11 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (vi) Block 12 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (vii) Block 15 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(viii) Block 16 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xi) Block 19 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xiii) Block 25 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiv) Block 26 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 27 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xvi) Block 28 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xvii) Block 29 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xviii) Block 30 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xix) Block 31 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 32 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 33 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 34 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 35 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxiv) Block 36 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 37 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 38 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 39 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 40 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 41 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 42 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 43 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxii) Block 44 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 45 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 46 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 47 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 48 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 49 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 50 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxxix) Block 51 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 52 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 53 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 54 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 55 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 56 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 57 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlvi) Block 58 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xlvi) Block 59 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 60 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlix) Block 61 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(l) Block 62 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(li) Block 99 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(lii) Block 100 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(liii)Block 119 (Serial Number: CGEMK; Year: 2006; Make and Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(liv)Block 120 (Serial Number: 1427; Year: 2006; Make and

Registration Number	Debtors	Secured Party	Authorized Amendments
			Model: AEROSPATIALE/ EUROCOPTER EC120B; Category: AC - Aircraft Canada) (lv) Block 129 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (lvi)Block 130 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (lvii) Block 131 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (lviii) Block 132 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (lix)Block 137 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) Block 138 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
11.	13040231957, as amended by 15122933578 17062928629, and 18032942818	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	NABORS DRILLING LIMITED NABORS DRILLING CANADA LIMITED Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS

Registration Number	Debtors	Secured Party	Authorized Amendments
			350 BA; Category: AC - Aircraft Canada)
			(ii) Block 3 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(iii) Block 4 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(iv) Block 5 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(v) Block 8 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44 CI; Category: AC - Aircraft Canada)
			(vi) Block 9 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(vii)Block 10 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(viii) Block 11 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 12 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(x) Block 13 (Serial Number: CFD0Z; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 14 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xii) Block 15 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 16 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 17 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xv) Block 18 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 19 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 20 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 21 (Serial Number: CFHZJ; Year: 2006; Make and Model:

Registration Number	Debtors	Secured Party	Authorized Amendments
			Robinson R44 II; Category: AC - Aircraft Canada)
			(xix) Block 22 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xx) Block 23 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 24 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 25 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 26 (Serial Number: CGZXG; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 33 (Serial Number: 1039; Year: 1978; Make and Model: Aerospatiale AS 350; Category: AC - Aircraft Canada)
			(xxv) Block 35 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxvi) Block 36 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxvii) Block 37 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxviii) Block 40 (Serial Number: 1208; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(xxix) Block 41 (Serial Number: 1202; Year: 2002; Make and Model: Robinson R44 R; Category: AC - Aircraft Canada)
			(xxx) Block 42 (Serial Number: 10322; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 43 (Serial Number: 10360; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 44 (Serial Number: 10686; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 45 (Serial Number: 10687; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 46 (Serial Number: 10688; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 47 (Serial Number: 10698; Year: 2005; Make and Model: Robinson

Registration Number	Debtors	Secured Party	Authorized Amendments
			R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 48 (Serial Number: 10699; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 49 (Serial Number: 10692; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 50 (Serial Number: 11184; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 51 (Serial Number: 11185; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xl) Block 52 (Serial Number: 11186; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xli) Block 53 (Serial Number: 11205; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 54 (Serial Number: 11240; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 55 (Serial Number: 11251; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xlv) Block 56 (Serial Number: 10019; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xlv) Block 57 (Serial Number: 10317; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
12.	13040427944, as amended by 14121139347 15112530693 16040829079 18032321695	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1039; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada)
13.	13040428766, as amended by 14121140251 15112530886 16040829119 18032321840	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL/206B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 150; Year: 1968; Make and Model: BELL/206B; Category: AC - Aircraft Canada)

	Registration Number	Debtors	Secured Party	Authorized Amendments
		OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		
14.	13040428957, as amended by 13040512605 14121140263 15112530943 16040829143, and 18032321914	LYNN'S HELICOPTER LEASING LTD. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 2 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
15.	13040429111, as amended by 14121140329 15112531007 16040829195 18032322055	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
			OPSMOBIL GROUP INC.		
16.	13040430757, as amended by 14121140471 15010820587 15112531147 16040829228, and 18032322176	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON/R44-CI; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 653; Year: 1999; Make and Model: ROBINSON R44-CI; Category: AC - Aircraft Canada) (iii) Block 3 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44-CI; Category: AC - Aircraft Canada)
17.	13040432235, as amended by 13040512743 14121140602 15112531257 16040829373, and 18032323908	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 2 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON/R44II; Category: AC - Aircraft Canada) Block 3 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
18.	13040431198, as amended by 14121140481	as	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS	Delete the following blocks under “Collateral: Serial Number Goods”:

	Registration Number	Debtors	Secured Party	Authorized Amendments
	15112531173 16040829270, and 18032322269	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	ADMINISTRATIVE AGENT	(i) Block 1 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON/R44 R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44 R; Category: AC - Aircraft Canada)
19.	13040431499, as amended by 14121140512 15112531201 16040829327, and 18032322428	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON/R44 R; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44 R; Category: AC - Aircraft Canada)
20.	13040431811, as amended by 14121140591 15112531236 16040829365 18032323855	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44

Registration Number	Debtors	Secured Party	Authorized Amendments
	GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		II; Category: AC - Aircraft Canada)
21. 13040433723	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
22. 13040433938, as amended by 14121140697 15110507515 15112531332 16040829435 18032324218	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
23.	13040434202, and 14121140716 15110507599 15112531368 16040829454 18032324319		OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
24.	13040434456, as amended by 14121140742 15110507550 15112531389 16040829489 18032324347	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
25.	13040434679, as amended by 14121140775 15112531408 16040829541 18032324451	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON/R44 II;

	Registration Number	Debtors	Secured Party	Authorized Amendments
		AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada) Block 2 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
26.	13040435008, as amended by 14121140786 15112531438 16040829572 18032324500	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
27.	13040435305, as amended by 14121140802 15112531504 16040829634 18032324595	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number		Debtors	Secured Party	Authorized Amendments
		OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada)
28.	13040435720, as amended by 14121140845 15112531527 16040829641 18032324646	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) Block 2 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
29.	13040435988, as amended by 13040512843 14121140855 15112531572 16040829695 18032324738	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 2 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)

	Registration Number		Debtors	Secured Party	Authorized Amendments
30.	13040436132, amended by 14121140863 15112531626 16040829712 18032324755	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
31.	13040436339, amended by 14121140886 15112531655 16040829736, and 18032324834	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
32.	13040436574, amended by 14121140917 15112531714 16040829774, and 18032324855	as	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON/R44 II;

Registration Number		Debtors	Secured Party	Authorized Amendments
		810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
33.	13040436694, as amended by 14121140929 15112531732 16040829797, and 18032324938	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
34.	13040436765, as amended by 14121140935 15112531762 16040829805, and 18032324976	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (iii)

	Registration Number	Debtors	Secured Party	Authorized Amendments
		OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.		
35.	13042923596, as amended by 14121135196 15010921798 15022623535 15022727753 15030232843 15041624963 15061229781 15072710272 15100529145 15101508208 15110436417 15112532149 15122931134 16040830087 16042219108 16061316190 17011125727 17040540053 17051525291 18013115343, and 18030924382	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (i) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (ii) Block 12 (Serial Number: 766; Year: 1972; Make and

Registration Number	Debtors	Secured Party	Authorized Amendments
			Model: BELL 206B; Category: AC - Aircraft Canada)
			(iii) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(iv) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(v) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(vi) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(vii)Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(viii) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(ix) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(x) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xi) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xv) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xix) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xx) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxvi) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxix) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiiii) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxiv) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 52 (Serial Number: 10019; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xli) Block 91 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 92 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 111 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(xliv) Block 112 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
			(xlv) Block 121 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xlvi) Block 122 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(xlvii) Block 123 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlviii) Block 124 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xlix) Block 129 (Serial Number: CFXDM; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
			(l) Block 130 (Serial Number: 1548; Year: 1982; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada)
36.	13042923928, as amended by 14121134212, 15022623419, 15022727824, 15030232896, 15041624984, 15061229750, 15072710166, 15100529083, 15101508251, 15110436523, 15112532249, 15122931490, 16040830114, 16042219182, 16061316214, 17011125651, 17040540117, 17051525322, 18013115405, and 18030924400	AIRBORNE ENERGY SOLUTIONS LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. LYNN'S HELICOPTER LEASING LTD. 810807 ALBERTA LTD OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 3 (Serial Number: CGREV; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (ii) Block 4 (Serial Number: 1039; Year: 1978; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (iii) Block 7 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (iv) Block 8 (Serial Number: 150; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada) (v) Block 9 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(vi) Block 10 (Serial Number: 746; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(vii) Block 11 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(viii) Block 12 (Serial Number: 766; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(ix) Block 17 (Serial Number: CGJAG; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(x) Block 18 (Serial Number: 0653; Year: 1999; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xi) Block 19 (Serial Number: CGAEE; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xii) Block 20 (Serial Number: 1208; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xiii) Block 21 (Serial Number: CGAEJ; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xiv) Block 22 (Serial Number: 1202; Year: 2002; Make and Model: ROBINSON R44; Category: AC - Aircraft Canada)
			(xv) Block 23 (Serial Number: CFAJB; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvi) Block 24 (Serial Number: 10322; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 25 (Serial Number: CFANE; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 26 (Serial Number: 10360; Year: 2004; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xix) Block 27 (Serial Number: CFD0Z; Year: 2005; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: 10686; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CFDPA; Year: 2005; Make and Model: ROBINSON/R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: 10687; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CFDPI; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxiv) Block 32 (Serial Number: 10688; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxv) Block 33 (Serial Number: CFDPN; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvi) Block 34 (Serial Number: 10698; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxvii) Block 35 (Serial Number: CFDQG; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxviii) Block 36 (Serial Number: 10699; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xxix) Block 37 (Serial Number: CFEHD; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxx) Block 38 (Serial Number: 10692; Year: 2005; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxi) Block 39 (Serial Number: CFHZE; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxii) Block 40 (Serial Number: 11184; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxiii) Block 41 (Serial Number: CFHZI; Year: 2006; Make and Model: ROBINSON/R44 II; Category: AC - Aircraft Canada)
			(xxxiv) Block 42 (Serial Number: 11185; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxv) Block 43 (Serial Number: CFHZJ; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxvi) Block 44 (Serial Number: 11186; Year: 2006; Make and Model: ROBINSON R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(xxxvii) Block 45 (Serial Number: CFHZK; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxviii) Block 46 (Serial Number: 11205; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xxxix) Block 47 (Serial Number: CFHZL; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xl) Block 48 (Serial Number: 11240; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xli) Block 49 (Serial Number: CFHZN; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xlii) Block 50 (Serial Number: 11251; Year: 2006; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliii) Block 51 (Serial Number: CFVAE; Year: 2002; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
			(xliv) Block 52 (Serial Number: 10019; Year: 2002;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlv) Block 53 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlvi) Block 54 (Serial Number: 10317; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlvii) Block 91 (Serial Number: CFKAR; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlviii) Block 92 (Serial Number: 12265; Year: 2008; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (xlix) Block 111 (Serial Number: CGEMK; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada) (l) Block 112 (Serial Number: 1427; Year: 2006; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada) (li) Block 121 (Serial Number: CG0FX; Year: 1989; Make and Model: AEROSPATIALE AS 350

Registration Number	Debtors	Secured Party	Authorized Amendments
			BA; Category: AC - Aircraft Canada) (lii) Block 122 (Serial Number: 2195; Year: 1989; Make and Model: AEROSPATIALE AS 350 BA; Category: AC - Aircraft Canada) (liii)Block 123 (Serial Number: CGRDT; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (liv)Block 124 (Serial Number: 10571; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada) (lv) Block 129 (Serial Number: CFXDM; Year: 1982; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada) (lvi)Block 130 (Serial Number: 1548; Year: 1982; Make and Model: EUROCOPTER EC120B; Category: AC - Aircraft Canada)
37.	15122213884, as amended by 15122222577, and 16061026079	LYNN'S HELICOPTER LEASING LTD. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT Delete the following blocks under "Collateral: Serial Number Goods": (i) Block 1 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (ii) Block 2 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (iii) Block 3 (Serial Number: CFD0Z; Year: 2005; Make

Registration Number	Debtors	Secured Party	Authorized Amendments
			and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(iv) Block 4 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(v) Block 5 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(vi) Block 6 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(vii) Block 7 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(viii) Block 8 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 9 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(x) Block 10 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 11 (Serial Number: CFHZJ; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xii) Block 12 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xiii) Block 13 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xiv) Block 14 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xv) Block 16 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xvi) Block 19 (Serial Number: CFGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xvii) Block 20 (Serial Number: CFGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xviii) Block 25 (Serial Number: CFGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada
			(xix) Block 27 (Serial Number: CGRDT; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada
			(xx) Block 28 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS

Registration Number	Debtors	Secured Party	Authorized Amendments
			350 BA; Category: AC - Aircraft Canada)
			(xxi) Block 29 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxii) Block 30 (Serial Number: CGTQU; Year: 1972; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxiii) Block 31 (Serial Number: CGXAG; Year: 1968; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			Block 32 (Serial Number: CGZXG; Year: 2004; Make and Model: ROBINSON R44 II; Category: AC - Aircraft Canada)
38.	15122213909, as amended by 16040828827, and 16072829164	GEMINI HELICOPTERS INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under “Collateral: Serial Number Goods”:
			(i) Block 1 (Serial Number: CFXDM; Year: 1982; Make and Model: Eurocopter AS350BA-FX2; Category: AC - Aircraft Canada)
			(ii) Block 2 (Serial Number: CG0FX; Year: 1989; Make and Model: Eurocopter AS350BA-FX2; Category: AC - Aircraft Canada)
39.	15122213958, as amended by 15122222586, and 16061025885	810807 ALBERTA LTD. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
			Delete the following blocks under “Collateral: Serial Number Goods”:
			(i) Block 1 (Serial Number: CFAR; Year: 2008; Make and Model: Robinson R44 II

Registration Number	Debtors	Secured Party	Authorized Amendments
			; Category: AC - Aircraft Canada)
			Block 3 (Serial Number: CGEMK; Year: 2006; Make and Model: Eurocopter EC120B; Category: AC - Aircraft Canada)
40.	15122214226, as amended by 15122222491, and 16072829152	OPSMOBIL INC. THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT	Delete the following blocks under “Collateral: Serial Number Goods”: (i) Block 1 (Serial Number: CFKAR; Year: 2008; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (ii) Block 3 (Serial Number: CGEMK; Year: 2006; Make and Model: Eurocopter EC120B; Category: AC - Aircraft Canada) (iii) Block 4 (Serial Number: CFAJB; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (iv) Block 5 (Serial Number: CFANE; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (v) Block 6 (Serial Number: CFD0Z; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (vi) Block 7 (Serial Number: CFDPA; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada) (vii) Block 8 (Serial Number: CFDPI; Year: 2005; Make and Model: Robinson R44 II;

Registration Number	Debtors	Secured Party	Authorized Amendments
			Category: AC - Aircraft Canada)
			(viii) Block 9 (Serial Number: CFDPN; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(ix) Block 10 (Serial Number: CFDQG; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(x) Block 11 (Serial Number: CFEHD; Year: 2005; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xi) Block 12 (Serial Number: CFHZE; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xii) Block 13 (Serial Number: CFHZI; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiii) Block 14 (Serial Number: CFHZJ; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xiv) Block 15 (Serial Number: CFHZK; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xv) Block 16 (Serial Number: CFHZL; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)

Registration Number	Debtors	Secured Party	Authorized Amendments
			(xvi) Block 17 (Serial Number: CFHZN; Year: 2006; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xvii) Block 19 (Serial Number: CFVAE; Year: 2002; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xviii) Block 22 (Serial Number: CGAEE; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xix) Block 23 (Serial Number: CGAEJ; Year: 2002; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xx) Block 28 (Serial Number: CGJAG; Year: 1999; Make and Model: Robinson R44; Category: AC - Aircraft Canada)
			(xxi) Block 30 (Serial Number: CGRDT; Year: 2004; Make and Model: Robinson R44 II; Category: AC - Aircraft Canada)
			(xxii) Block 31 (Serial Number: CGREV; Year: 1978; Make and Model: Aerospatiale AS 350 BA; Category: AC - Aircraft Canada)
			(xxiii) Block 32 (Serial Number: CGTEZ; Year: 1971; Make and Model: BELL 206B; Category: AC - Aircraft Canada)
			(xxiv) Block 33 (Serial Number: CGTQU; Year: 1972; Make and Model:

**Registration
Number**

Debtors

Secured Party

Authorized Amendments

BELL 206B; Category: AC -
Aircraft Canada)

(xxv) Block 34 (Serial
Number: CGXAG; Year:
1968; Make and Model:
BELL 206B; Category: AC -
Aircraft Canada)

(xxvi) Block 35 (Serial
Number: CGZXG; Year:
2004; Make and Model:
ROBINSON R44 II;
Category: AC - Aircraft
Canada)

(xxvii) Block 36 (Serial
Number: CFXDM; Year:
1982; Make and Model:
Eurocopter AS350BA-FX2;
Category: AC - Aircraft
Canada)

(xxviii) Block 37 (Serial
Number: CG0FX; Year:
1989; Make and Model:
Eurocopter AS350BA-FX2;
Category: AC - Aircraft
Canada)

Schedule "C"
Part 2

ALBERTA

PPR Registrations to be Discharged

Registration Number	Debtors	Secured Party
1. 13040436970, as amended by 14121140966 15112531807 16040829877, and 18032325065	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
2. 13040438008, as amended by 14121219959 15112532117, 16040830073, and 18032332275	LYNN'S HELICOPTER LEASING LTD. GEMINI HELICOPTERS INC. AIR DALLAIRE LTD. OPSMOBIL INC. AIRBORNE ENERGY SOLUTIONS LTD. 810807 ALBERTA LTD. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
3.	13040436897, as amended by 14121140957 15112531774 16040829844, and 18032325054	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
4.	13040437518, as amended by 14121141031 15112531968 16040830016, and 18032332157	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
5.	13040437656, as amended by 14121141053 15112532004 16040830046, and 18032332215	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
6. 13040437141, as amended by 14121140993 15112531870 16040829932, and 13040437141	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
7. 13040429493, as amended by 14121140392 15112531049 16040829203, and 18032322093	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	

Registration Number	Debtors	Secured Party
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
8. 13040428418, as amended by 14121140225, 15112530852, 16040829084, and 18032321758	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
9. 13040430757, as amended by 14121140471 15010820587 15112531147 16040829228, and 18032322176	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
		OPSMOBIL GROUP INC.	
10.	13040431198, as amended by 14121140481 15112531173 16040829270, and 18032322269	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
11.	13040431499, as amended by 14121140512 15112531201 16040829327, and 18032322428	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
12.	13040431811, as amended by 14121140591 15112531236	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
	16040829365, and 18032323855	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	
13.	13040432235, as amended by 13040512743 14121140602 15112531257 16040829373, and 18032323908	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
14.	13040433723, as amended by 14121140678 15112531329 16040829425, and 18032324186	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
15. 13040433938, as amended by 14121140697 15110507515 15112531332 16040829435, and 18032324218	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
16. 13040434202, as amended by 14121140716 15110507599 15112531368 16040829454, and 18032324319	810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	

Registration Number	Debtors	Secured Party
17. 13040434456, as amended by 14121140742 15110507550 15112531389 16040829489, and 18032324347	OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
18. 13040434679, as amended by 14121140775 15112531408 16040829541, and 18032324451	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
19.	13040435008, as amended by 14121140786 15112531438 16040829572, and 18032324500	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
20.	13040435305, as amended by 14121140802 15112531504 16040829634, and 18032324595	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
21.	13040435720, as amended by 14121140845 15112531527 16040829641, and 18032324646	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
22. 13040435988, as amended by 13040512843 14121140855 15112531572 16040829695, and 18032324738	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
23. 13040436132, as amended by 14121140863 15112531626 16040829712, and 18032324755	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	

Registration Number	Debtors	Secured Party
24. 13040436339, as amended by 14121140886 15112531655 16040829736, and 18032324834	OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC. LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
25. 13040436574, as amended by 14121140917 15112531714 16040829774, and 18032324855	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
		OPSMOBIL GROUP INC.	
26.	13040436694, as amended by 14121140929 15112531732 16040829797, and 18032324938	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
27.	13040436765, as amended by 14121140935 15112531762 16040829805, and 18032324976	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
28.	13040436897, as amended by 14121140957 15112531774	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

	Registration Number	Debtors	Secured Party
	16040829844, and 18032325054	AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	
29.	13040436970, as amended by 14121140966 15112531807 16040829877, and 18032325065	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD. GEMINI HELICOPTERS INC. OPSMOBIL CONSTRUCTION INC. OPSMOBIL ENERGY SERVICES INC. OPSMOBIL GROUP INC.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
30.	13040437141, as amended by 14121140993 15112531870 16040829932, and 18032331286	LYNN'S HELICOPTER LEASING LTD. AIRBORNE ENERGY SOLUTIONS LTD. AIR DALLAIRE LTD. OPSMOBIL INC. 810807 ALBERTA LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Registration Number	Debtors	Secured Party
31. 13040437518, as amended by 14121141031 15112531968 16040830016, and 18032332157	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
32. 13040437656, as amended by 14121141053 15112532004 16040830046, and 18032332215	LYNN'S HELICOPTER LEASING LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	AIRBORNE ENERGY SOLUTIONS LTD.	
	AIR DALLAIRE LTD.	
	OPSMOBIL INC.	
	810807 ALBERTA LTD.	
	GEMINI HELICOPTERS INC.	
	OPSMOBIL CONSTRUCTION INC.	

Registration Number	Debtors	Secured Party
33. 13040438008, as amended by 14121219959 15112532117 16040830073, and 18032332275	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
	AIRBORNE ENERGY SOLUTIONS LTD.	THIRD EYE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
	GEMINI HELICOPTERS INC.	
	AIR DALLAIRE LTD	
	OPSMOBIL INC	
	LYNN S HELICOPTER LEASING LTD.	
	810807 ALBERTA LTD.	
	OPSMOBIL CONSTRUCTION INC.	
	OPSMOBIL ENERGY SERVICES INC.	
	OPSMOBIL GROUP INC.	
34. 15010730644	OPSMOBIL INC.	ROYNAT INC.

Schedule "C"
Part 3

International Registry Registrations to be Discharged

1. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:44 GMT, under file number 1270339 as to a 100.000000% interest in Manufacturer/Model: PIPER AIRCRAFT, INC. PA-31; Serial Number: 31-753, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
2. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:11 GMT, under file number 1270348 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7260-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
3. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:14 GMT, under file number 1270349 as to a 100.000000% interest in Manufacturer/Model: LYCOMING, TIO-540; Serial Number L7379-61A, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
4. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:01 GMT, under file number 1270325 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
5. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:56 GMT, under file number 1270343 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-822919, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
6. Registration as to an international interest made in the International Registry on August 12, 2013, 19:33:21 GMT, under file number 1019560 as to a 100.000000% interest in Manufacturer/Model: PIPER AIRCRAFT, INC. PA-31; Serial Number 31-753, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
7. Registration as to an international interest made in the International Registry on August 7, 2013, 21:57:00 GMT, under file number 1018424 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
8. Registration as to an international interest made in the International Registry on August 12, 2013, 19:26:41 GMT, under file number 1019552 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B, Serial Number 940, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
9. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:28 GMT, under file number 1270334 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B;

Serial Number 116, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

10. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:08 GMT, under file number 1270347 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-800538, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
11. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:17 GMT, under file number 1270350 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER EC120B; Serial Number: 1427, under which the Debtor is 810807 Alberta Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
12. Registration as to an international interest made in the International Registry on August 12, 2013, 19:23:32 GMT, under file number 1019544 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014
13. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:10 GMT, under file number 1270328 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
14. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:13 GMT, under file number 1270329 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 746 with the interest subordinated being 1019544 benefiting interest 1270328 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
15. Registration as to an international interest made in the International Registry on August 12, 2013, 19:25:10 GMT, under file number 1019548 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014
16. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:16 GMT, under file number 1270330 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
17. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:19 GMT, under file number 1270331 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 766, with the interest subordinated being 1019548 benefiting interest 1270330 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
18. Registration as to an international interest made in the International Registry on August 12, 2013, 19:20:17 GMT, under file number 1019532 as to a 100.000000% interest in Manufacturer/Model BELL HELICOPTER 206B; Serial Number 150, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which name was changed to Nabors Drilling Canada Limited on July 03, 2014

19. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:22 GMT, under file number 1270332 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 150, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
20. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:25 GMT, under file number 1270333 as to a 100.000000% interest in Manufacturer/Model: BELL HELICOPTER 206B; Serial Number 150, with the interest subordinated being 1019532 benefiting interest 1270332 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
21. Registration as to an international interest made in the International Registry on August 16, 2016, 16:34:01 GMT, under file number 1312841 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA-FX2; Serial Number 1548, under which the Debtor is OpsMobil Group Inc. and the Creditor is Third Eye Capital Corporation
22. Registration as to an international interest made in the International Registry on August 16, 2016 16:34:04 GMT, under file number 1312842 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA-FX2; Serial Number 2195, under which the Debtor is OpsMobil Group Inc. and the Creditor is Third Eye Capital Corporation
23. Registration as to an international interest made in the International Registry on July 30, 2013, 20:36:26 GMT, under file number 1014324 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
24. Registration as to an international interest made in the International Registry on August 12, 2013, 19:16:50 GMT, under file number 1019520 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Limited, which changed its name to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
25. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:34 GMT, under file number 1270336 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
26. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:37 GMT, under file number 1270337 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 with the interest subordinated being 1014324 benefiting interest 1270336 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
27. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:41 GMT, under file number 1270338 as to a 100.000000% interest in Manufacturer/Model: EUROCOPTER AS350BA; Serial Number 1039 with the interest subordinated being 1019520 benefiting interest 1270336 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation
28. Registration as to a subordination made in the International Registry on March 22, 2016, 18:15:53 GMT, under file number 1270342 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC with the interest subordinated being 1019570 benefiting interest 1270341 under which the holder of the subordinated right is Nabors Drilling Canada Limited and the beneficiary is Third Eye Capital Corporation

29. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:02 GMT, under file number 1270345 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-820798, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
30. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:05 GMT, under file number 1270346 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-821313, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
31. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:59 GMT, under file number 1270344 as to a 100.000000% interest in Manufacturer/Model: ROLLS ROYCE C20B; Serial Number CAE-834205, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
32. Registration as to an international interest made in the International Registry on August 12, 2013, 19:39:19 GMT, under file number 1019570 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Canada Limited, which name was changed to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
33. Registration as to an international interest made in the International Registry on August 12, 2013, 19:42:07 GMT, under file number 1019576 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Nabors Drilling Canada Limited, which name was changed to Nabors Drilling Canada Limited in the International Registry on July 3, 2014
34. Registration as to an international interest made in the International Registry on March 22, 2016, 18:15:50 GMT, under file number 1270341 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIEL 1B; Serial Number 4802TEC, under which the Debtor is Lynn's Helicopter Leasing Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation
35. Registration as to an international interest made in the International Registry on March 22, 2016, 18:16:20 GMT, under file number 1270351 as to a 100.000000% interest in Manufacturer/Model: TURBOMECA ARRIUS 2F; Serial Number 34482, under which the Debtor is 810807 Alberta Ltd., which name was changed to OpsMobil Group Inc. in the International Registry on June 10, 2016, and the Creditor is Third Eye Capital Corporation

Schedule "C"
Part 4

IDERA Registrations to be Discharged

1. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GDHR, CESSNA 172 (Model 172R), serial number 17281007, as agreed to and lodged by Transport Canada on March 2, 2016
2. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FIGL, CESSNA 172 (Model 172R), serial number 17281270, as agreed to and lodged by Transport Canada on March 2, 2016
3. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEN, CESSNA 172 (Model 172S), serial number 172S8355, as agreed to and lodged by Transport Canada on March 2, 2016
4. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFXS, CESSNA 172 (Model 172S), serial number 172S8358, as agreed to and lodged by Transport Canada on March 2, 2016
5. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GFYK, CESSNA U206 (Model U206F), serial number U206 03350, as agreed to and lodged by Transport Canada on March 2, 2016
6. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZHG, PIPER PA 31 (Model PA 31), serial number 31 753, as agreed to and lodged by Transport Canada on March 2, 2016
7. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FZGP, BELL206B (Model 206B), serial number 940, as agreed to and lodged by Transport Canada on March 2, 2016
8. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GEMK, EUROCOPTER (Model EC120B), serial number 1427, as agreed to and lodged by Transport Canada on March 2, 2016
9. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GTEZ, BELL 206B (Model 206B), serial number 746, as agreed to and lodged by Transport Canada on March 2, 2016
10. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GTQU, BELL 206 (Model 206B), serial number 766, as agreed to and lodged by Transport Canada on March 2, 2016
11. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GXAG, BELL 206 (Model 206B), serial number 150, as agreed to and lodged by Transport Canada on March 2, 2016
12. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FXDM, 1982 EUROCOPTER AS350BA-FX2, serial number 1548, as agreed to and lodged by Transport Canada on March 2, 2016

13. Irrevocable De-Registration and Export Request Authorization dated July 1, 2016 with respect to registration mark C-GOFX, 1989 EUROCOPTER AS350BA-FX2, serial number 2195, as agreed to and lodged by Transport Canada on March 2, 2016
14. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GREV, AEROSPATIALE (Model AS 350 BA), serial number 1039, as agreed to and lodged by Transport Canada on March 2, 2016
15. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FKAR, ROBINSON RAVEN II (Model R44 II), serial number 12265, as agreed to and lodged by Transport Canada on March 2, 2016
16. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FAJB, ROBINSON RAVEN II (Model R44 II), serial number 10322, as agreed to and lodged by Transport Canada on March 2, 2016
17. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FANE, ROBINSON RAVEN II (Model R44 II), serial number 10360, as agreed to and lodged by Transport Canada on March 2, 2016
18. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDOZ, ROBINSON RAVEN II (Model R44 II), serial number 10686, as agreed to and lodged by Transport Canada on March 2, 2016
19. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPA, ROBINSON RAVEN II (Model R44 II), serial number 10687, as agreed to and lodged by Transport Canada on March 2, 2016
20. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPI, ROBINSON RAVEN II (Model R44 II), serial number 10688, as agreed to and lodged by Transport Canada on March 2, 2016
21. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDPN, ROBINSON RAVEN II (Model R44 II), serial number 10698, as agreed to and lodged by Transport Canada on March 2, 2016
22. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FDQG, ROBINSON RAVEN II (Model R44 II), serial number 10699, as agreed to and lodged by Transport Canada on March 2, 2016
23. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FEHD, ROBINSON RAVEN II (Model R44 II), serial number 10692, as agreed to and lodged by Transport Canada on March 2, 2016
24. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZE, ROBINSON RAVEN II (Model R44 II), serial number 11184, as agreed to and lodged by Transport Canada on March 2, 2016
25. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZI, ROBINSON RAVEN II (Model R44 II), serial number 11185, as agreed to and lodged by Transport Canada on March 2, 2016
26. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZZ, ROBINSON RAVEN II (Model R44 II), serial number 11186, as agreed to and lodged by Transport Canada on March 2, 2016

27. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZK, ROBINSON RAVEN II (Model R44 II), serial number 11205, as agreed to and lodged by Transport Canada on March 2, 2016
28. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZL, ROBINSON RAVEN II (Model R44 II), serial number 11240, as agreed to and lodged by Transport Canada on March 2, 2016
29. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FHZN, ROBINSON RAVEN II (Model R44 II), serial number 11251, as agreed to and lodged by Transport Canada on March 2, 2016
30. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-FVAE, ROBINSON RAVEN II (Model R44 II), serial number 10019, as agreed to and lodged by Transport Canada on March 2, 2016
31. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEE, ROBINSON RAVEN I (Model R44 I), serial number 1208, as agreed to and lodged by Transport Canada on March 2, 2016
32. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GAEJ, ROBINSON R44 (Model R44), serial number 1202, as agreed to and lodged by Transport Canada on March 2, 2016
33. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GZXG, ROBINSON RAVEN II (Model R44 II), serial number 10317, as agreed to and lodged by Transport Canada on March 2, 2016
34. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GRDT, ROBINSON RAVEN II (Model R44 II), serial number 10571, as agreed to and lodged by Transport Canada on March 2, 2016
35. Irrevocable De-Registration and Export Request Authorization dated December 23, 2015 with respect to registration mark C-GJAG, ROBINSON RAVEN CLIPPER (Model R44 Clipper), serial number 0653, as agreed to and lodged by Transport Canada on March 2, 2016

Schedule "C"
Part 5

Alberta Land Titles Registrations to be Discharged or Partially Discharged

1. Partial Discharge of Caveat re: Agreement Charging Land registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 506, releasing the following lands:
 - (a) Plan 0022432
Block 2
Lot 3
Excepting thereout all mines and minerals
 - (b) Plan 0022432
Block 2
Lot 4
Excepting thereout all mines and minerals
 - (c) Plan 0022432
Block 3
Lot 2
Excepting thereout all mines and minerals
Area: 0.565 Hectares (1.4 Acres) More or Less
 - (d) Plan 0022432
Block 2
Lot 2
Excepting thereout all mines and minerals
 - (e) FIRST
Meridian 5 Range 7 Township 40
Section 11
Quarter North West
Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less

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

THIRD
Meridian 5 Range 7
Township 40
Section 11
Quarter South East
Excepting thereout all mines and minerals and the right to work the same
Area: 64.7 Hectares (160 Acres) More or Less
2. Discharge of Caveat re: Agreement Charging Land registered March 23, 2016 in favour of Third Eye Capital Corporation as registration number 162 083 443, releasing the following lands:

- (a) Plan 0022432
Block 2
Lot 3
Excepting thereout all mines and minerals
 - (b) Plan 0022432
Block 2
Lot 4
Excepting thereout all mines and minerals
 - (c) Plan 0022432
Block 3
Lot 2
Excepting thereout all mines and minerals
Area: 0.565 Hectares (1.4 Acres) More or Less
 - (d) Plan 0022432
Block 2
Lot 2
Excepting thereout all mines and minerals
3. Partial Discharge of Mortgage registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 504 with respect to the following land:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals
4. Partial Discharge of Mortgage registered February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 199 with respect to the following land:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals
5. Partial Discharge of Caveat re: Assignment of Rents and Leased registered on February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 200 with respect to the following lands:
- (a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

Note:

Postponement of Mort 132094437 to Mort 132113504 registered on May 8, 2013 as registration number 132 130 568 and Postponement of Mort 132094437 to Mort 162040199 and Caveat 162040200 registered on February 24, 2016 as registration number 162 058 307 will automatically be discharged in connection with the above.

6. Discharge of Encumbrance in favour of Woodlands County registered on October 29, 2013 as registration number 132 350 177 with respect to the following land:
- (a) Plan 0022432
Block 1

Lot 5
Excepting thereout all Mines and Minerals

7. Discharge of Mortgage in favour of Nabors Drilling Limited registered on April 8, 2013 as registration number 132 094 437 with respect to the following lands:

(a) Plan 0022432
Block 1
Lot 5
Excepting thereout all Mines and Minerals

8. Discharge of Mortgage registered April 23, 2013 in favour of Third Eye Capital Corporation as registration number 132 113 505 as updated by registration number 162 044 910, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

9. Discharge of Mortgage registered February 5, 2013 in favour of Third Eye Capital Corporation as updated by registration number 162 040 201, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

10. Discharge of Caveat re: Assignment of Rents and Leases registered February 5, 2016 in favour of Third Eye Capital Corporation as registration number 162 040 202, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

11. Discharge of Mortgage registered October 15, 2009 in favour of Business Development Bank of Canada as registration number 092 370 551, releasing the following lands:

(a) Plan 0721766
Block 4
Lot 1
Excepting thereout all mines and minerals
Area: 8.34 Hectares (20.61 Acres) More or Less

Schedule "D"

Permitted Encumbrances

Permitted Encumbrances means only:

- (i) the reservations, limitations, provisions and conditions in any original grants from the crown of any of the lands and statutory exceptions to title;
- (ii) easements, rights of way, servitudes and other similar rights granted in the ordinary course of business to a public utility, municipality or governmental authority with respect to the operations pertaining to the lands;
- (iii) the rights reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, grant or permit;
- (iv) Instrument No. 842 136 831;
- (v) Instrument No. 972 135 294;
- (vi) Only the claim by Tumbleweed Leasing Company Inc. ("Tumbleweed") allegedly secured by a lien in the United States as filed by way of Notice of Lien (Repairman's Lien) on November 1, 2018 as No. 12878469 in Salt Lake County, Utah pursuant to Utah Code Ann. 38-2-3 et. seq. in respect of certain six piston Helicopters in the possession of Tumbleweed identified as Canadian Registration Marks C-FDPN, C-FDOZ, C-FHZI, C-FANE, C-FEHD and C-FHZK, but for greater certainty, excludes any other Claims of Tumbleweed.
- (vii) Only the claim of Robinson Helicopter Company ("Robinson") allegedly secured by possessory liens being asserted by Robinson in the United States in respect of certain two piston Helicopters in the possession of Robinson identified as Canadian Registration Marks C-GZXG and C-FDQG, including any warehouseman's liens, garage-keeper's liens and repairman's liens, but for greater certainty, excludes any other Claims of Robinson.

SCHEDULE C

EC 120-GEMK POWERTRAIN

**Airframe Lifed
Components**

MAIN HEAD BLADES	ROTOR AND	Serial No.	Fitted at	Date On
C621A1006103 (Limited Life)		3008	3554.00	30/Jan/2016
BLADE ASSY				
C621A1006102 (Limited Life)		588	3554.00	30/Jan/2016
M/R BLADE				
C621A1006101 (Limited Life)		433	3554.00	30/Jan/2016
BLADE ASSY				
C622A0-1010-58		M547	N/A	30/Jan/2016
MRH				
C622A1-0021-04 (Limited Life)		M105	3554.00	30/Jan/2016
ROTOR HUB				
C622A1003103 (Limited Life)		MAP263	3554.00	30/Jan/2016
SCISSOR DRIVE ASSEMBLY				
C622A1-0071-04 (Limited Life)		MAP742	3554.00	30/Jan/2016
FITTING, UPPER DAMPER				
C622A1-0071-04 (Limited Life)		MAP745	3554.00	30/Jan/2016
FITTING, UPPER DAMPER				
C622A1-0071-04 (Limited Life)		MAP760	3554.00	30/Jan/2016
FITTING, UPPER DAMPER				
C622A1-0061-04 (Limited Life)		MAP676	3554.00	30/Jan/2016
FITTING, LOWER DAMPER				
C622A1-0061-04 (Limited Life)		MAP731	3554.00	30/Jan/2016
FITTING, LOWER DAMPER				
C622A1-0061-04 (Limited Life)		M732	3554.00	30/Jan/2016

FITTING, LOWER DAMPER			
C622A2-0021-03 (Limited Life)	SD744	3554.00	30/Jan/2016
PITCH CONTROL HORN			
C622A2-0021-03 (Limited Life)	SD365	3554.00	30/Jan/2016
PITCH CONTROL HORN			
C622A2-0021-03 (Limited Life)	SD352	3554.00	30/Jan/2016
PITCH CONTROL HORN			
C622A2-009101 (Limited Life)	M1363	3554.00	30/Jan/2016
LOWER SLEEVE FLANGE			
C622A2-009101 (Limited Life)	M1358	3554.00	30/Jan/2016
LOWER SLEEVE FLANGE			
C622A2-009101 (Limited Life) LOWER SLEEVE FLANGE	M1341	3554.00	30/Jan/2016
C622A2-0081-01 (Limited Life)	M938	3554.00	30/Jan/2016
UPPER SLEEVE FLANGE			
C622A2-0081-01 (Limited Life)	M748	3554.00	30/Jan/2016
UPPER SLEEVE FLANGE			
C622A2-0081-01 (Limited Life)	M1074	3554.00	30/Jan/2016
UPPER SLEEVE FLANGE			
579-108-00 (Limited Life)	2243	3554.00	30/Jan/2016
SPHERICAL BEARING			
579-108-00 (Limited Life)	2252	3554.00	30/Jan/2016
SPHERICAL BEARING			
579-108-00 (Limited Life)	2251	3554.00	30/Jan/2016
SPHERICAL BEARING			
1211024P (Limited Life)	E482	3554.00	30/Jan/2016

DAMPER END			
1211024P (Limited Life)	E473	3554.00	30/Jan/2016
DAMPER END			
1211024P (Limited Life)	E686	3554.00	30/Jan/2016
DAMPER END			
1211023P (Limited Life)	E347	3554.00	30/Jan/2016
DAMPER END			
1211023P (Limited Life)	E387	3554.00	30/Jan/2016
DAMPER END			
1211023P (Limited Life)	E354	3554.00	30/Jan/2016
DAMPER END			
7050A3-6220-37 (Limited Life)	3199	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-37 (Limited Life)	3123	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-37 (Limited Life)	3120	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-37 (Limited Life)	3117	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-37 (Limited Life)	3115	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-37 (Limited Life)	3102	3554.00	30/Jan/2016
BOLT (SPHERICAL BEARING)			
7050A3-6220-44 (Limited Life)	0299	3554.00	30/Jan/2016
DAMPER			
7050A3-6220-44 (Limited Life)	0298	3554.00	30/Jan/2016
DAMPER			
7050A3-6220-44 (Limited Life)	0292	3554.00	30/Jan/2016
DAMPER			

C622A2006602 (Limited Life)	M964	3554.00	30/Jan/2016
BLADE PIN - EC-120			
C622A2006602 (Limited Life)	M960	3554.00	30/Jan/2016
BLADE PIN - EC-120			
C622A2006602 (Limited Life)	M956	3554.00	30/Jan/2016
BLADE PIN - EC-120			
C622A2006602 (Limited Life)	M923	3554.00	30/Jan/2016
BLADE PIN - EC-120			
C622A2006602 (Limited Life)	M916	3554.00	30/Jan/2016
BLADE PIN - EC-120			
C622A2006602 (Limited Life)	M911	3554.30	30/Jan/2016
BLADE PIN - EC-120			
C622A1043201 (Limited Life)	1050	3554.00	30/Jan/2016
THRUST SCREW			
C622A1043201 (Limited Life)	1075	3554.00	30/Jan/2016
THRUST SCREW			
C622A1043201 (Limited Life)	1648	3554.00	30/Jan/2016
THRUST SCREW			
C622A1043201 (Limited Life)	1907	3554.00	30/Jan/2016
THRUST SCREW			
C622A1043201 (Limited Life)	1935	3554.00	30/Jan/2016
THRUST SCREW			
C622A1043201 (Limited Life)	1934	3554.00	30/Jan/2016
THRUST SCREW			
C623A3-0011-02 (Limited Life)	278	3554.00	30/Jan/2016
BLADE ANGLE ROD			
C623A3-0011-02 (Limited Life)	292	3554.00	30/Jan/2016
BLADE ANGLE ROD			

C623A3-0011-02 (Limited Life)	290	3554.00	30/Jan/2016
BLADE ANGLE ROD			
SWASH PLATE	Serial No.	Fitted at	Date On
C623A1110059	M703	N/A	30/Jan/2016
SWASHPLATE ASSEMBLY			
C623A1002104 (Limited Life)	CUR00057	3554.00	30/Jan/2016
ROTATING SWASHPLATE			
C623A1001105 (Limited Life)	CUR00044	3554.00	30/Jan/2016
FIXED SWASHPLATE			
7050A3-6230-13 (Limited Life)	14-8491	3554.00	30/Jan/2016
SWASHPLATE BEARING			
C623A2-1101-04	BRY009	N/A	30/Jan/2016
SCISSOR ASSY			
C623A2005103 (Limited Life)	BRY009	3554.00	30/Jan/2016
LINK, SCISSOR			
C623A2-0041-02 (Limited Life)	BRY616	3554.00	30/Jan/2016
SCISSOR LINK, DIAPASON - 120			
C623A2-1101-04	BRY024	N/A	30/Jan/2016
SCISSOR ASSY			
C623A2005103 (Limited Life)	BRY024	3554.00	30/Jan/2016
LINK, SCISSOR			
C623A2-0041-02 (Limited Life)	BRY640	3554.00	30/Jan/2016
SCISSOR LINK, DIAPASON - 120			
EPICYCLIC	Serial No.	Fitted at	Date On
C632A0-1010-52 (Overhaul)	M572	3554.00	30/Jan/2016
EPICYCLIC MODULE			
C632A0-1010-52 (Overhaul)	M572	N/A	30/Jan/2016
EPICYCLIC MODULE			
C632A1-1131-01 (Limited Life)	M230	3554.00	30/Jan/2016
TAPERED CASE			

C632A1-1101-04 (Limited Life)	M509	12243.00	30/Jan/2016
M/R SHAFT			
C632A1-1031-01 (Limited Life)	M2095	3554.00	30/Jan/2016
SUN GEAR ASSY			
C632A1-1031-01 (Limited Life)	M2087	3554.00	30/Jan/2016
SUN GEAR ASSY			
C632A1-1031-01 (Limited Life)	M2055	3554.00	30/Jan/2016
SUN GEAR ASSY			
C632A1-1031-01 (Limited Life)	M2039	3554.00	30/Jan/2016
SUN GEAR ASSY			
C632A1-1026-02 (Limited Life)	M397	3554.00	30/Jan/2016
FIXED RING			
MAIN GEARBOX	Serial No.	Fitted at	Date On
C632A0-2010-54 (Overhaul)	M588	3554.00	30/Jan/2016
MAIN MODULE			
C632A0-2010-54 (Overhaul)	M588	N/A	30/Jan/2016
MAIN MODULE			
C632A2-1066-02 (Limited Life)	M418	3554.00	30/Jan/2016
SUN GEAR			
C632A2-1116-01 (Limited Life)	M583	3554.00	30/Jan/2016
FREE WHEEL SHAFT			
C632A2-1181-01 (Limited Life)	M709	12243.00	30/Jan/2016
MAIN HOUSING			
C632A2181102 (Limited Life)	MAP1016	3554.00	30/Jan/2016
Input Housing			
C632A2-1766-01 (Limited Life)	M322	3554.00	30/Jan/2016
INPUT BEVEL GEAR			
C632A2-1756-01 (Limited Life)	M329	3554.00	30/Jan/2016
BI-BEVEL WHEEL			
C632A2-1582-01 (Limited Life)	PPT624	3554.00	30/Jan/2016
OUTPUT FLANGE			
C632A2-1171-01 (Limited Life)	M767	12243.00	30/Jan/2016

LOWER HOUSING			
C632A2-1141-02 (Limited Life) OUTPUT HOUSING	M361	3554.00	30/Jan/2016
C632A2-1076-02 (Limited Life) OUTPUT PINION	M578	3554.00	30/Jan/2016
C632A2-1126-02 (Limited Life) INPUT FLANGE	ML0086	12243.00	30/Jan/2016
C632A2-1086-02 (Limited Life) OUTPUT WHEEL	M562	3554.00	30/Jan/2016
AIRFRAME	Serial No.	Fitted at	Date On
SC5091-1 (Overhaul)	1481	N/A	30/Jan/2016
SERVO, HYD - EC-120			
SC5091-1 (Overhaul)	1481	3554.00	30/Jan/2016
SERVO, HYD - EC-120			
SC5091-1 (Overhaul)	1577	N/A	30/Jan/2016
SERVO, HYD - EC-120			
SC5091-1 (Overhaul)	1577	3554.00	30/Jan/2016
SERVO, HYD - EC-120			
SC5091-1 (Overhaul)	1575	N/A	30/Jan/2016
SERVO, HYD - EC-120			
SC5091-1 (Overhaul)	1575	3554.00	30/Jan/2016
SERVO, HYD - EC-120			
ACCESSORIES	Serial No.	Fitted at	Date On
0319870100 (Overhaul)	478M	N/A	30/Jan/2016
FUEL CONTROL UNIT, ARRIUS 2F			
0319870100 (Overhaul)	478M	3554.00	30/Jan/2016
FUEL CONTROL UNIT, ARRIUS 2F			

SCHEDULE “D”

BILL OF SALE

This Bill of Sale dated the ____ day of April, 2019.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as court-appointed receiver of the assets, properties and undertaking of **OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC., AIR DALLAIRE LTD., K.L. CAPITAL CORP., 1734163 ALBERTA INC. and 1859821 ALBERTA INC.**, and not in its personal capacity

(the “**Receiver**”)

OF THE FIRST PART

-and-

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

(“**AES**”)

WHEREAS the Receiver has agreed with the Purchaser to sell, assign and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Receiver all of the interest of OPSMOBIL GROUP INC., OPSMOBIL INC. and OPSMOBIL ENERGY SERVICES INC., RANCH ENERGY CORPORATION, AIR DALLAIRE LTD., K.L. CAPITAL CORP., 1734163 ALBERTA INC. and 1859821 ALBERTA INC. (collectively, the “**Vendor**”) in certain assets described in the Second Purchase and Sale of Assets Agreement between the Receiver and Purchaser dated March 28, 2019 (the “**Purchase Agreement**”) including the assets in Schedule A¹ (the “**Purchased Assets**”);

NOW THEREFORE that in consideration of good and valuable consideration paid by the Purchaser to the Receiver (the receipt whereof is hereby acknowledged), the parties hereby agree as follows:

1. The Receiver hereby sells, assigns and transfers to the Purchaser all of the Vendor’s interest in and to the Purchased Assets.

¹ Note. Same Schedule A as Second PSA.

2. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.
3. This Bill of Sale shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, and courts of appeal therefrom in respect to all matters arising out of or in connection with this Bill of Sale.
4. This Bill of Sale may be executed in one or more counterparts and shall be deemed executed upon delivery, facsimile, pdf or other electronic means by each party to the other (or pursuant to the other's direction) of a copy of this Bill of Sale executed by such party.

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

ERNST & YOUNG INC., solely in its capacity
as the receiver and manager and not in its
personal capacity of the assets and undertakings
of **OpsMobil Group Inc., OpsMobil Inc. and
OpsMobil Energy Services Inc., Air Dallaire
Ltd., K.L. Capital Corp., 1734163 Alberta
Inc. and 1859821 Alberta Inc.**

Per: _____
PETER CHISHOLM

AIRBONE ENERGY SOLUTIONS INC.

Per: _____