

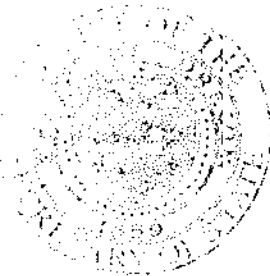


**State of Oregon
Secretary of State**

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais: United States of America	
This public document Le présent acte public / El presente documento público	
2. has been signed by a été signé par CHARISSA MICHELLE KOBERSTEIN ha sido firmado por	
3. acting in the capacity of agissant en qualité de Notary Public quien actúa en calidad de	
4. bears the seal / stamp of est revêtu du sceau / timbre de the said notary y está revestido del sello / timbre de	
Certified Attesté / Certificado	
5. at à / en Salem, Oregon	6. the le / el December 19, 2014 dia
7. by par / por Secretary of State, State of Oregon	
8. N° sous n° 867G453V8 bajo el número	
9. Seal / Stamp Sceau / timbre: Sello / timbre: 	10. Signature: Signature: Firma:  <i>Kate Brown</i>



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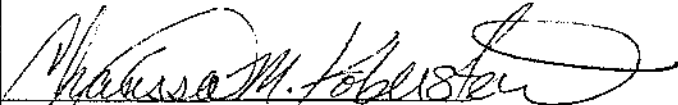
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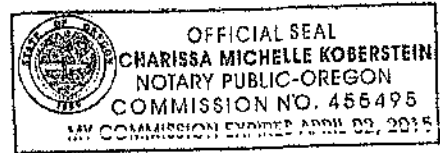
Acknowledgment in a Representative Capacity

State of OREGON

County of Marion

This record was acknowledged before me on Dec. 19, 2014 by Mark Piloni
as General Manager of Helicopter Transport Services, LLC.


Notary Public - State of Oregon



Quito 10 de Diciembre de 2014

SEÑOR

Juan Felipe Bustamante Crespo

GERENTE GENERAL HTSECUADOR S.A.

Ciudad.-

De mi consideración:

Por medio de la presente me permito comunicar a Usted que con esta fecha se ha realizado la siguiente cesión de acciones que corresponden al 98% del capital social de la Compañía **HTSECUADOR S.A.**, cuyas acciones ordinarias y nominativas tienen un valor de UN dólar de los Estados Unidos de América cada una, se encuentran liberadas y se transfieren en los porcentajes que se establecen a continuación:

ACCIONISTA CEDENTE	NUMERO DE ACCIONES QUE POSEE	PORCENTAJE DE ACCIONES QUE POSEE	CESIONARIO	NUMERO DE ACCIONES CEDIDAS	PORCENTAJE DE ACCIONES CEDIDAS
HELICOPTER TRANSPORT SERVICES,LLC	15840	99%	HELICOPTER TRANSPORT SERVICES (CANADA) INC	15680	98%

Con este antecedente, el cuadro de integración de capital de la compañía será el siguiente:

ACCIONISTAS	PORCENTAJE DE PARTICIPACION	CAPITAL SUSCRITO	ACCIONES
HELICOPTER TRANSPORT SERVICES (CANADA) INC	99%	US\$ 15840	99%
HELICOPTER TRANSPORT SERVICES,LLC	1%	US\$ 160	1%
TOTAL	100%	US\$ 16.000,00	16000

Le rogamos tomar debida nota de esta cesión en el LIBRO DE ACCIONES Y ACCIONISTAS de la Compañía, emitir nuevos títulos a nombre de cada uno de los accionistas que se indica y notificar del particular a la Superintendencia de Compañías.

Para constancia de lo expuesto firman el CEDENTE y el CESIONARIO en las calidades que a cada uno corresponde.

Muy atentamente,

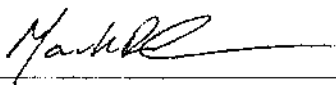
EL CEDENTE:



HELICOPTER TRANSPORT SERVICES, LLC
IDENTIFICACIÓN: SE-Q-00004181

Incorporada bajo las Leyes de ESTADOS UNIDOS DE AMERICA. Esta cesión por su naturaleza se configura como inversión extranjera



EL CESIONARIO:



HELICOPTER TRANSPORT SERVICES (CANADA) INC
IDENTIFICACIÓN: SE-Q-00004182

Incorporada bajo las leyes de la República de Canadá. Esta cesión por su naturaleza se configura como inversión extranjera

**State of Oregon
Secretary of State**

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / País: United States of America	
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2. has been signed by a été signé par ha sido firmado por CHARISSA MICHELLE KOBERSTEIN	
3. acting in the capacity of agissant en qualité de quien actúa en calidad de Notary Public	
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de the said notary	
Certified Attesté / Certificado	
5. at à / en Salem, Oregon	6. the le / el dia August 6, 2014
7. by par / por Secretary of State, State of Oregon	
8. N° sous n° bajo el número 151P945F1	
9. Seal / Stamp Sceau / timbre: Sello / timbre: 	10. Signature: Signature: Firma:  <i>Kate Brown</i>

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Acknowledgment in an Individual Capacity

State of OREGON

County of Marion

This instrument was acknowledged before me on August 6, 2014
by Mark Pilon


Notary Public - State of Oregon



ESTE PODER es otorgado el 25 de julio de 2014.

HELICOPTER TRANSPORT SERVICES, LLC es una compañía debidamente organizada bajo las leyes de Estados Unidos de América, (la "Compañía"), con domicilio:

14497 Keil Road NE
Aurora, OR 97002

ANTECEDENTES

CONSIDERANDO, que de conformidad con las Reformas al Artículo seis de la Ley de Compañías de Ecuador, las compañías extranjeras cuyos capitales sociales estuvieren representadas únicamente por acciones o participaciones en compañías ecuatorianas, pero que no ejercieren ninguna otra actividad empresarial en el país, ni habitual ni ocasionalmente, no serán consideradas como establecimientos permanentes en el país ni estarán obligadas a establecerse en el Ecuador con arreglo a lo dispuesto en la Sección XIII de la presente Ley, ni a inscribirse en el Registro Único de Contribuyentes, ni a presentar declaraciones de impuesto a la renta, pero deberán tener en la República del Ecuador el apoderado o representante referido en el inciso primero de este artículo, el que por ningún motivo será personalmente responsable de las obligaciones de la compañía extranjera antes mencionada. El poder del representante antedicho no deberá ni inscribirse ni publicarse por la prensa, pero si deberá ser conocido por la compañía ecuatoriana en la que la sociedad extranjera fuere socia o accionista.

CONSIDERANDO, que **HELICOPTER TRANSPORT SERVICES, LLC** es accionista de la compañía **HTSECUADOR S.A.**

PODER:

En ejercicio de las facultades previstas en los Estatutos de la Compañía, y a fin de dar cumplimiento a los requerimientos corporativos que han sido referidos en la cláusula de antecedentes de este instrumento la **COMPAÑÍA** mediante este documento designa a:

THIS POWER OF ATTORNEY is made the 25 of July of 2014

HELICOPTER TRANSPORT SERVICES, LLC a company duly organized under the laws of the United States of America, (the "Company"), domiciled in:

14497 Keil Road NE
Aurora, OR 97002

BACKGROUND

WHEREAS, according to the Amendments to the sixth article of the Ecuadorian Company Act, foreign companies stock represented solely by registered shares or equity interests, that have shares or equity interest in Ecuadorian companies but do not engage in any other business activity in the country, whether ordinarily or occasionally, shall not be regarded as permanent establishments in the country and shall not be obliged to become established in Ecuador pursuant to Section XIII of the Companies Act or to be registered in the Taxpayers Register or to file tax declarations. They must, however, have in the country an attorney-in-fact or representative, as referred to in the first paragraph of this article, who under no circumstances shall be personally liable for the foreign company's obligations. The power of attorney for the representative need not be recorded or published in the press, but must be known to the Ecuadorian company in which the foreign company is a partner or shareholder.

WHEREAS, **HELICOPTER TRANSPORT SERVICES, LLC** is a shareholder in the Ecuadorian company named **HTSECUADOR S.A.**

NOW THEREFORE:

In the Exercise of the powers established in the Bylaws of the Company, and in order to comply with the company requirements referred to in the preceding clause hereof, the **COMPANY** hereby appoints:

Helicopter Transport Services, LLC

POA

Juan Felipe Bustamante C.

Nº de Cedula de identidad: 171138238-0

Nacionalidad: Ecuatoriana

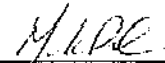
Como su verdadero y legítimo Apoderado (el "Apoderado") para que actúe, en representación y a nombre de **HELICOPTER TRANSPORT SERVICES, LLC** en la República de Ecuador y para que tome las acciones pertinentes a su calidad de mandatario y suscriba los documentos señalados en este Poder, limitadas a contestar demandas presentadas en contra de la **COMPAÑÍA** y cumplir con sus obligaciones, de conformidad con lo estipulado en el Artículo 6 de la Ley de Compañías, vigente en la República del Ecuador.

La **COMPAÑÍA** se reserva el derecho a revocar este Poder en cualquier momento a su sola discreción.

Este Poder (y cualquier disputa, controversia, procedimiento o reclamo de cualquier naturaleza derivado o de alguna manera relacionado con este mandato o su formación) estará gobernado por e interpretado de conformidad con las leyes de Ecuador.

EN TESTIMONIO DE LO CUAL, la **COMPAÑÍA** confiere este Poder a fin de que sea firmado como escritura el día y año inicialmente señalados por escrito en este documento.

Por: Helicopter Transport Services, LLC


Sr. Mark Pilon
Representante Legal

Juan Felipe Bustamante C.

Identification Card Nº: 171138238-0

Nationality: Ecuadorian

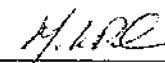
As its true and lawful Representative (the "Representative"), to act for, on behalf of, and in the name of **HELICOPTER TRANSPORT SERVICES, LLC** in the Republic of Ecuador and to take such actions and to execute such documents as set forth in this Power of Attorney, limited to filing replies to claims filed against the **COMPANY**, and to comply with its general duties and obligations, as stipulated in Article sixth of the Companies Act, in force within the Republic of Ecuador.

The **COMPANY** reserves the right to revoke this Power of Attorney at any time at its discretion.

This Power of Attorney (and any dispute, controversy, proceedings or claim whatever nature arising out of or in any ways relating to this power of attorney or its formation) shall be governed by and constructed in accordance with the Laws of Ecuador.

IN WITNESS WHEREOF, the **COMPANY** has caused this power of Attorney to be executed as a deed the day and year first above written.

By: Helicopter Transport Services, LLC


Mr. Mark Pilon
Legal Representative

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Jeffrey W. Bullock

3. acting in the capacity of Secretary of State of Delaware

4. bears the seal/stamp of Office of Secretary of State

Certified

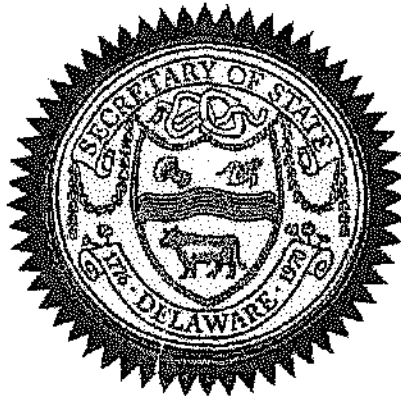
5. at Dover, Delaware

6. the fifteenth day of April, A.D. 2014

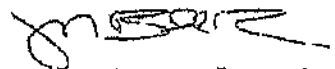
7. by Secretary of State, Delaware Department of State

8. No. 0518724

9. Seal/Stamp:



10. Signature:


Secretary of State

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "HELICOPTER TRANSPORT SERVICES, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2007, AT 4:25 O'CLOCK P.M.



4292102 81

140471825

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1293590

DATE: 04-15-14


State of Delaware
Secretary of State
Division of Corporations
Delivered 04:25 PM 01/26/2007
FILED 04:25 PM 01/26/2007
SRV 070092131 - 4292102 FILE

CERTIFICATE OF FORMATION
OF
HELICOPTER TRANSPORT SERVICES, LLC
(a Delaware limited liability company)



The undersigned authorized person adopts this Certificate of Formation and hereby forms a limited liability company under the Delaware Limited Liability Company Act.

- FIRST:** Name. The name of the limited liability company is "Helicopter Transport Services, LLC" (the "Company").
- SECOND:** Duration. The Company shall have perpetual existence.
- THIRD:** Initial Registered Office. The Company's initial registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle 19808.
- FOURTH:** Initial Registered Agent. The name of the Company's initial registered agent at the address listed above is Corporation Service Company.
- FIFTH:** Liability. Except as otherwise provided by the Delaware Limited Liability Company Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the member(s) of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.
- SIXTH:** Indemnification. The Company shall indemnify the member(s) of the Company and any of the agents, affiliates, successors or assigns of the member(s) (individually, an "Indemnified Party") against any and all judgments, costs, losses, liabilities and damages (including attorneys' fees and expenses) paid or incurred by the Indemnified Party in connection with the activities of the Company or in dealing with third parties on behalf of the Company, to the fullest extent provided or allowed by law.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this 25th day of January 2007.


Samuel P. Kastner, Authorized Person

State of Oregon
Secretary of State

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United States of America
This public document Le présent acte public / El presente documento público	
2. has been signed by a été signé par ha sido firmado por	CHARISSA MICHELLE KOBERSTEIN
3. acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	the said notary
Certified Attesté / Certificado	
5. at à / en	Salem, Oregon
6. the le / el día	Thursday, April 17, 2014
7. by par / por	Secretary of State, State of Oregon
8. N° sous n° bajo el número	110668X8
9. Seal / Stamp Sceau / timbre: Sello / timbre:	
10. Signature: Signature: Firma:	 Kate Brown

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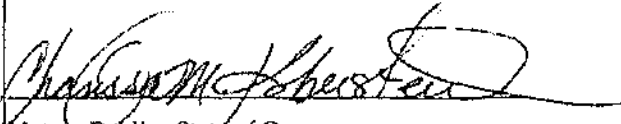
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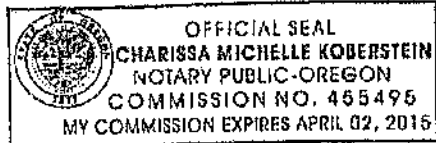
State of OREGON

County of Marion

I certify that this is a true and correct copy of a document in the possession of Luc Pilon

Dated: DEC. 03, 2012


Notary Public - State of Oregon



LIMITED LIABILITY COMPANY AGREEMENT
OF
HELICOPTER TRANSPORT SERVICES, LLC

This Limited Liability Company Agreement (the "Agreement") of Helicopter Transport Services, LLC, a State of Delaware limited liability company (the "LLC"), is entered into by U.S. Hold Co., a State of Delaware corporation (the "Member"), effective as of the 26th day of January, 2007.

WHEREAS, the LLC was formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") effective as of January 26, 2007 pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware;

WHEREAS, the Member now wishes to adopt an Agreement to set forth the terms and conditions by which the LLC will be governed.

1. Name.

(a) The name of the limited liability company is Helicopter Transport Services, LLC (the "LLC"). The business of the LLC may be conducted under any name deemed necessary or desirable by the Member.

(b) The LLC has been formed as a limited liability company pursuant to the provisions of the Act and of this Agreement. The rights, duties and liabilities of the Member shall be as provided in the Act for members and managers except as provided herein.

2. Purpose. The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office; Registered Agent. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name and address of the registered agent of the LLC for service of process on the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Principal Office. The principal office address of the LLC shall be c/o U.S. Holdco Inc., c/o Helicopter Transport Services (Canada) Inc., c/o J & L Aircraft Leasing Co. Ltd., P.O. Box 250, Carp, Ontario, Canada, K0A 1L0, or such other place as the Member may determine from time to time.

5. **Members.** The name and the mailing address of the Member is as set forth in Annex A hereto. The Member is hereby admitted as the sole member of the LLC and agrees to be bound by the terms of this Agreement.

6. **Powers.** The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Samuel P. Kastner of Holland & Knight LLP, 2099 Pennsylvania Avenue, NW, Suite 100, Washington, DC 20006, is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the LLC (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the LLC to qualify to do business in any jurisdiction in which the LLC may wish to conduct business as well as such other agreements and instruments in connection with matters and transactions otherwise approved by the LLC with respect to conduct of its business.

7. **Capital Contributions.** The Member has made or will make a contribution to the capital of the LLC in the amount set forth in Annex A hereto. The Member shall have no obligation to make any additional capital contributions to the LLC.

8. **Additional Contributions.** The Member may make such additional capital contributions to the LLC as the Member in its discretion may deem necessary or advisable in connection with the business of the LLC.

9. **Capital Accounts.** The LLC shall maintain for the Member a capital account in accordance with this Section 9 and in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The Member's capital account shall have an initial balance equal to the amount of cash constituting the Member's initial contribution to the capital of the LLC. The Member's capital account shall be increased by the sum of (a) the amount of cash and the fair value of any property constituting additional contributions by the Member to the capital of the LLC pursuant to Section 8, plus (b) any profits allocated to the Member's capital account pursuant to Section 10. The Member's capital account shall be reduced by the sum of (a) the amount of cash and the fair value of any property distributed by the LLC to the Member pursuant to Section 11, plus (b) any losses allocated to the Member's capital account pursuant to Section 10.

10. **Allocation of Profits and Losses.** The LLC's profits and losses shall be allocated 100% to the Member.

11. **Distributions.**

(a) The Member shall not (i) be entitled to interest on its capital contributions to the LLC, or (ii) have the right to distributions or the return of any contribution to the capital of the LLC except (A) for distributions in accordance with this Section 11 or (B) upon dissolution of the LLC. The entitlement to any such return at such time shall be limited to the value of the capital account of the Member. To the fullest extent permitted by the Act, the Member shall not

be liable for the return of any such amounts. The LLC shall not make a distribution to the Member if such distribution would violate Section 18-607 of the Act.

(b) Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

12. Fiscal Year; Tax Matters.

(a) The Fiscal Year of the LLC for accounting and tax purposes shall begin on January 1 and end on December 31 of each year, except for the short taxable years in the years of the LLC's formation and termination and as otherwise required by the Internal Revenue Code of 1986, as amended (the "Code").

(b) Proper and complete records and books of account of the business of the LLC shall be maintained at the LLC's principal place of business. The Member acknowledges and agrees that the LLC is a domestic entity with a single owner and is to be disregarded as a separate entity for federal income tax purposes as provided in Treasury Regulation Section 301.7701-3. The LLC's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the Member's federal income tax return. The Member and its duly authorized representatives may, for any reason reasonably related to its interest as a Member of the LLC, examine the LLC's books of account and make copies and extracts therefrom at its own expense. The Member shall maintain the records of the LLC for three years following the termination of the LLC.

13. Assignments and Transfers of Interests. The Member may transfer all or any portion of its interest in the LLC to any person at any time.

14. Admission of Additional Members. One or more additional members may be admitted to the LLC with the consent of the Member. Upon the admission to the LLC of any additional member(s), the Member and the additional member(s) shall cause this Agreement to be amended and restated to reflect the admission of such additional member(s), the initial capital contribution, if any, of such additional member(s) and the intention of the Member and the additional member(s) to cause the LLC to be classified as a partnership for federal income tax purposes, and to include such other provisions as the Member and the additional member(s) may agree to reflect the change of status of the LLC from a single member LLC to an LLC with two or more members.

15. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the LLC except to the extent provided in the Act.

16. Dissolution.

(a) Subject to the occurrence of an event of dissolution pursuant to Section 16(b), the LLC shall have perpetual existence.

(b) The LLC shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member or the occurrence of any other

event which terminates the continued membership of the Member in the LLC, including the disposition of all of the Member's interest in the LLC, unless the business of the LLC is continued by the consent of all of any remaining members of the LLC within 90 days following the occurrence of any such event or in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

17. **Indemnification.** To the full extent permitted by law, the LLC shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a Member, Manager, director, officer, employee or agent of the LLC or is or was serving at the request of the LLC or its Member or Manager as a member, manager, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) advance expenses incurred by a Member, Manager, officer or director in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Delaware. A Manager shall have no personal liability to the LLC or its Members for monetary damages for breach of fiduciary duty as a Manager; provided, however, that the foregoing provision shall not eliminate the liability of a Manager for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the Manager derived an improper personal benefit.

18. **Manager.**

(a) The responsibility for managing the business and affairs of the LLC may be delegated to a manager (the "Manager"). The Manager shall be appointed by the Member. The Manager shall serve and continue in such office throughout the entire term of the LLC unless sooner removed by the Member, or by operation of law, or by order or decree of any court of competent jurisdiction, or by voluntary resignation or upon the death, insanity, or bankruptcy of the Manager. In the event of the resignation, removal or termination for any other reason whatsoever of the Manager, the Member may appoint a new Manager.

(b) Except as otherwise expressly provided in this Agreement, the Manager shall have such rights, powers, duties, authorities and responsibilities as are delegated to him in writing by the Member.

(c) The Manager shall at all times act in a fiduciary capacity for the LLC. The Manager shall not be liable, responsible, or accountable to the LLC or the Member in damages or otherwise for any acts performed, or for any failure to act, in good faith; provided, however, that the Manager shall not be relieved of its fiduciary obligations to the Member and the LLC for fraud, bad faith, or gross negligence.

19. **Amendments.** Any amendments to this Agreement may be made in the sole and absolute discretion of the Member and shall be in writing signed by the Member.

20. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws. The Member intends the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the day first above written.

Member:

U.S. Hold Co.

By: 

Name: *Joe Pilon*

Title: *PRESIDENT*

ANNEX A
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
HELICOPTER TRANSPORT SERVICES, LLC

<i>Name and Address of Member</i>	<i>Initial Contribution</i>	<i>Percentage Interest (%)</i>
U.S. Hold Co. c/o Helicopter Transport Services (Canada) Inc. c/o J & L Aircraft Leasing Co. Ltd. P.O. Box 250 Carp, Ontario, Canada, K0A 1L0	\$1,000.00	100%

4377694_v1

U.S. HOLD CO.

CONSENT OF SOLE DIRECTOR

December 3, 2012

Pursuant to the provisions of Section 8-141(f) of the General Corporation Law of the State of Delaware, the undersigned, being the Sole Director of U.S. Hold Co., a Delaware corporation (the "Corporation"), does hereby consent to the following actions required or permitted to be taken at a special meeting of the Directors, as having been adopted by a unanimous vote of the Sole Director without the necessity of any formal meeting being held:

RESOLVED, that following person is hereby confirmed as manager of Helicopter Transport Services, LLC until such time as a resolution revoking this appointment is passed

Luc Pilon

RESOLVED, that following person is hereby appointed as General Council/Corporate Secretary of Helicopter Transport Services, LLC until such time as a resolution revoking this appointment is passed

Mark Pilon

RESOLVED, that following person is hereby appointed as Chief Financial Officer of Helicopter Transport Services, LLC until such time as a resolution revoking this appointment is passed

Gary Connolly



The Secretary of the Corporation is hereby directed to file this Consent of Sole Director, when executed, in the Minute Book of the Corporation.

IN WITNESS WHEREOF, the undersigned Sole Director has signed this Consent of Sole Director as of the day and year first above written.



Luc Pilon

**State of Oregon
Secretary of State**

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais: United States of America	
This public document Le présent acte public / El presente documento público	
2. has been signed by a été signé par ha sido firmado por CHARISSA MICHELLE KOBERSTEIN	
3. acting in the capacity of agissant en qualité de quien actúa en calidad de Notary Public	
4. bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de the said notary	
Certified Attesté / Certificado	
5. at à / en Salem, Oregon	6. the le / el January 9, 2015 dia
7. by par / por Secretary of State, State of Oregon	
8. N° sous n° bajo el número 100C741Y6	
9. Seal / Stamp Sceau / timbre: Sello / timbre: 	10. Signature: Signature: Firma:  <i>Kate Brown</i>

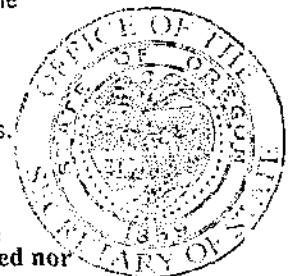
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This Apostille does not certify the content of the document for which it was issued.


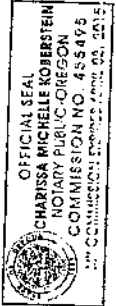
This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.

To verify the issuance of this Apostille, call (503) 986-2200 or email corporation.division@state.or.us.

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.



Attestation of a Copy of a Document

State of OREGON	
County of Marion	
I certify that this is a true and correct copy of a document in the possession of <u>Helicopter Transport Services</u>	
Dated Sept. 14	2019
	
Notary Public - State of Oregon	
	

Certificate
of Amendment

Canada Business
Corporations Act

Certificat
de modification

Loi canadienne sur
les sociétés par actions

HELICOPTER TRANSPORT SERVICES (CANADA) 253181-0
INC.

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended

Je certifie que les statuts de la société susmentionnée ont été modifiés :

(a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;

☐

a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;

(b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;

☐

b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

(c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;

☒

c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

(d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization.

☐

d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes.

Robert L.

Director - Directeur

November 16, 1998/le 16 novembre 1998
Date of Amendment - Date de modification

Canada

Canada Business Corporations Act
Loi canadienne sur les sociétés par actions

ARTICLES OF AMENDMENT
(SECTION 27 OR 177)

CLAUSES MODIFICATRICES
(ARTICLES 27 OU 177)

1 - Corporation - Dénomination de la société

HUISSON AVIATION (1989) LIMITED

2 - Corporation No. - N° de la société


253181-0

3 - The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante :

The name of the Corporation is changed to:

HELICOPTER TRANSPORT SERVICES (CANADA) INC.

Date	Signature	Title - Titre
Sept. 14th, 1998		President - Luc Pilon
		FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE DU REVENUE Filed - Dépôté
		NOV 20 1998

Canada



Consumer and
Corporate Affairs Canada

Consommation
et Corporations Canada

Certificate of Incorporation

Canada Business
Corporations Act

Certificat de constitution

Loi réglissant les sociétés
par actions de régime fédéral

HUISSON AVIATION (1989) LIMITED

253181-0

Name of Corporation - Dénomination de la société

Number - Numéro

I hereby certify that the above-mentioned Corporation, the Articles of Incorporation of which are attached, was incorporated under the Canada Business Corporations Act.

Je certifie par les présentes que la société mentionnée ci-haut, dont les statuts constitutifs sont joints, a été constituée en société en vertu de la Loi réglissant les sociétés par actions de régime fédéral.

Le directeur

Director

October 30, 1989/le 30 octobre 1989

Date of Incorporation - Date de constitution

Canada

State of Oregon
Secretary of State

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. **Country:**
Pays / Pais: **United States of America**

This public document
Le présent acte public / El presente documento público

2. **has been signed by**
a été signé par **CHARISSA MICHELLE KOBERSTEIN**
ha sido firmado por

3. **acting in the capacity of**
agissant en qualité de **Notary Public**
quien actúa en calidad de

4. **bears the seal / stamp of**
est revêtu du sceau / timbre de **the said notary**
y está revestido del sello / timbre de

Certified
Attesté / Certificado

5. **at**
à / en **Salem, Oregon**

6. **the**
le / el **August 6, 2014**
dia

7. **by**
par / por **Secretary of State, State of Oregon**

8. **N°**
sous n° **739X796H7**
bajo el número

9. **Seal / Stamp**
Sceau / timbre:
Sello / timbre:



10. **Signature:**
Signature:
Firma:

Kate Brown

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

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ATTESTATION OF A COPY OF A DOCUMENT

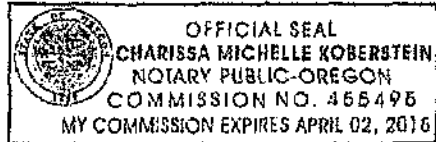
State of OREGON

County of Marion

I certify that this is a true and correct copy of a document in the possession of Gary Connolly

Dated: July 25, 2014

Charissa M. Koberstein
Notary Public - State of Oregon



ESTE PODER es otorgado el 25 de julio de 2014.

HELICOPTER TRANSPORT SERVICES (Canada), Inc., es una compañía debidamente organizada bajo las leyes de Canadá, (la "Compañía"), con domicilio:

Carp Airport, Carp
ON K0A 1L0, Canadá

ANTECEDENTES

CONSIDERANDO, que de conformidad con las Reformas al Artículo seis de la Ley de Compañías de Ecuador, las compañías extranjeras cuyos capitales sociales estuvieren representadas únicamente por acciones o participaciones en compañías ecuatorianas, pero que no ejercieren ninguna otra actividad empresarial en el país, ni habitual ni ocasionalmente, no serán consideradas como establecimientos permanentes en el país ni estarán obligadas a establecerse en el Ecuador con arreglo a lo dispuesto en la Sección XIII de la presente Ley, ni a inscribirse en el Registro Único de Contribuyentes, ni a presentar declaraciones de impuesto a la renta, pero deberán tener en la República del Ecuador el apoderado o representante referido en el inciso primero de este artículo, el que por ningún motivo será personalmente responsable de las obligaciones de la compañía extranjera antes mencionada. El poder del representante antedicho no deberá ni inscribirse ni publicarse por la prensa, pero si deberá ser conocido por la compañía ecuatoriana en la que la sociedad extranjera fuere socia o accionista.

CONSIDERANDO, que **HELICOPTER TRANSPORT SERVICES (CANADA), INC.**, es accionista de la compañía **HTSECUADOR S.A.**

PODER:

En ejercicio de las facultades previstas en los Estatutos de la Compañía, y a fin de dar cumplimiento a los requerimientos corporativos que han sido referidos en la cláusula de antecedentes de este instrumento la **COMPAÑÍA** mediante este documento designa a:

THIS POWER OF ATTORNEY is made the 25 of July of 2014

HELICOPTER TRANSPORT SERVICES (Canada), Inc a company duly organized under the laws of Canada, (the "Company"), domiciled in:

Carp Airport, Carp
ON K0A 1L0, Canadá

BACKGROUND

WHEREAS, according to the Amendments to the sixth article of the Ecuadorian Company Act, foreign companies stock represented solely by registered shares or equity interests, that have shares or equity interest in Ecuadorian companies but do not engage in any other business activity in the country, whether ordinarily or occasionally, shall not be regarded as permanent establishments in the country and shall not be obliged to become established in Ecuador pursuant to Section XIII of the Companies Act or to be registered in the Taxpayers Register or to file tax declarations. They must, however, have in the country an attorney-in-fact or representative, as referred to in the first paragraph of this article, who under no circumstances shall be personally liable for the foreign company's obligations. The power of attorney for the representative need not be recorded or published in the press, but must be known to the Ecuadorian company in which the foreign company is a partner or shareholder.

WHEREAS, **HELICOPTER TRANSPORT SERVICES (CANADA), INC** is a shareholder in the Ecuadorian company named **HTSECUADOR S.A.**

NOW THEREFORE:

In the Exercise of the powers established in the Bylaws of the Company, and in order to comply with the company requirements referred to in the preceding clause hereof, the **COMPANY** hereby appoints:

Helicopter Transport Services (Canada), INC
POA

Juan Felipe Bustamante C.
Nº de Cedula de identidad: 171138238-0
Nacionalidad: Ecuatoriana

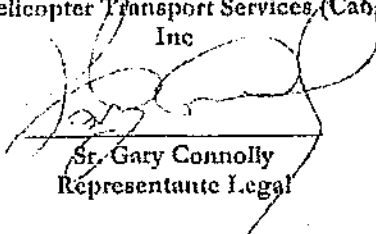
Como su verdadero y legítimo Apoderado (el "Apoderado") para que actúe, en representación y a nombre de **HELICOPTER TRANSPORT SERVICES (CANADA), INC.**, en la República de Ecuador y para que tome las acciones pertinentes a su calidad de mandatario y suscriba los documentos señalados en este Poder, limitadas a contestar demandas presentadas en contra de la **COMPAÑIA** y cumplir con sus obligaciones, de conformidad con lo estipulado en el Artículo 6 de la Ley de Compañías, vigente en la República del Ecuador.

La **COMPAÑIA** se reserva el derecho a revocar este Poder en cualquier momento a su sola discreción.

Este Poder (y cualquier disputa, controversia procedimiento o reclamo de cualquier naturaleza derivado o de alguna manera relacionado con este mandato o su formación) estará gobernado por e interpretado de conformidad con las leyes de Ecuador.

EN TESTIMONIO DE LO CUAL, la **COMPAÑIA** confiere este Poder a fin de que sea firmado como escritura el día y año inicialmente señalados por escrito en este documento.

Por: Helicopter Transport Services (Canada),
Inc


Mr. Gary Connolly
Representante Legal

Juan Felipe Bustamante C.
Identification Card Nº: 171138238-0
Nationality: Ecuadorian

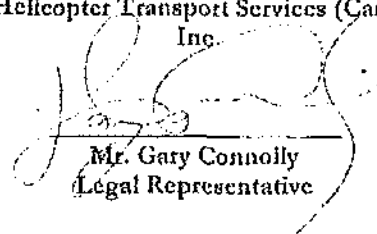
As its true and lawful Representative (the "Representative"), to act for, on behalf of, and in the name of **HELICOPTER TRANSPORT SERVICES (CANADA), INC** in the Republic of Ecuador and to take such actions and to execute such documents as set forth in this Power of Attorney, limited to filing replies to claims filed against the **COMPANY**, and to comply with its general duties and obligations, as stipulated in Article sixth of the Companies Act, in force within the Republic of Ecuador.

The **COMPANY** reserves the right to revoke this Power of Attorney at any time at its discretion.

This Power of Attorney (and any dispute, controversy, proceedings or claim whatever nature arising out of or in any ways relating to this power of attorney or its formation) shall be governed by and constructed in accordance with the Laws of Ecuador.

IN WITNESS WHEREOF, the **COMPANY** has caused this power of Attorney to be executed as a deed the day and year first above written.

By: Helicopter Transport Services (Canada),
Inc


Mr. Gary Connolly
Legal Representative