Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

MOTION RECORD
(Returnable July 24, 2026)

July 17, 2026

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

Lawyers for the Field Entities

TO: **THE SERVICE LIST**

AND TO: **THIS HONOURABLE COURT**

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ONTARIO
SUPERIOR COURT OF JUSTICE
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TAB 1

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

NOTICE OF MOTION
(AVO and Ancillary Relief)
(Returnable July 24, 2026)

Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") will make a motion to the Honourable Justice Steele presiding over the Ontario Superior Court of Justice, Toronto (Commercial List) on July 24, 2026, at 10:00 a.m. at the courthouse located at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard via judicial videoconference accessible at the following link:

https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0lYSWtCL2ZBZz09#success

THIS MOTION IS FOR:

1. An order (the "**AVO**") substantially in the form included at Tab 3 of the Field Entities' motion record dated July 17, 2026 (the "**Motion Record**"), among other things:

   (a) approving the transactions (the "**DHC/PAL Transactions**") contemplated by the stalking horse asset purchase agreement dated as of June 5, 2026 (the "**DHC/PAL

Sale Agreement") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited ("**DHC**") and PAL Aerospace Ltd., ("**PAL**", and together with DHC, the "**Purchasers**") as purchasers, for certain assets of the Field Entities, and authorizing the Field Entities and Purchasers to perform their respective obligations thereunder; and

(b) granting certain limited releases in favour of the current and former directors, officers, employees and advisors of the Proposal Trustee (defined below) and the Field Entities (collectively, the "**Released Parties**");

2. An order (the "**Ancillary Order**") substantially in the form included at Tab 4 of the Motion Record, among other things:

(a) authorizing the Proposal Trustee to make distributions from the proceeds of the DHC/PAL Transactions to Wells Fargo Capital Finance Corporation Canada and its agent, Wells Fargo Bank, National Association (together, "**Wells**") up to the amount of the indebtedness of the Field Entities to Wells (i) secured by the DIP Lender's Charge and (ii) the Secured Indebtedness (each as defined below);

(b) declaring that this proceeding (the "**NOI Proceeding**") is a proceeding to which the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**") applies and that the employees of Field Canada are entitled to receive payments in accordance with WEPPA following the termination of their employment;

(c) approving an asset retrieval and limited release agreement between United Kingdom Research and Innovation ("**UKRI**") and Field Canada dated July 7, 2026 (the "**Asset Retrieval Agreement**") and corresponding bill of sale (together with the Asset Retrieval Agreement, the "**UKRI Agreements**");

(d) approving the amended and restated Draken Data Transfer Agreement (defined below and previously approved by this Court) dated June 29, 2026 (the "**A&R Data Transfer Agreement**");

(e) extending the time for the Field Entities to file a proposal pursuant to section 50.4(9) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), and the attendant stay of proceedings, for an additional 45 days up to and including October 3, 2026;

(f) authorizing the Field Entities to enter into transactions to sell or transfer any of their remaining Property not subject to the DHC/PAL Transactions, with the consent of the Proposal Trustee, up to the maximum amount of $250,000 (exclusive of applicable sales taxes);

(g) authorizing the Proposal Trustee to file an assignment of either of the Field Entities into bankruptcy; and

(h) approving: (i) the fees and disbursements of the Proposal Trustee and its counsel, Bennett Jones LLP; and (ii) the First Report and Second Report (each as defined below) and the activities of the Proposal Trustee described therein.

THE GROUNDS FOR THE MOTION ARE:

Background

3. Field Canada is an aerospace engineering and modification company that designs, integrates and certifies aircraft special mission systems and structural modifications for government and commercial operators (the "**Business**");

4. Field East is a non-operating, wholly owned legacy subsidiary of Field Canada;

5. The Field Entities are each registered with Transport Canada as the holder of certain supplemental type certificates ("**STCs**"), which are regulatory approvals issued by Transport Canada authorizing modifications to aircraft;

6. Pursuant to a credit agreement dated January 29, 2021, as amended from time to time (as so amended, the "**Credit Agreement**"), the Field Entities owe approximately US$3.1 million, plus all accrued and accruing interest, costs and fees (the "**Secured Indebtedness**") to Wells, their sole secured creditor;

7. The Field Entities experienced significant financial hardship in recent years, as a result of, among other things, the significant disruption to their aviation business by the COVID-19 pandemic, litigation disputes with key customers and unsustainable rent increases;

8. In April 2026, Field Canada defaulted under the Credit Agreement, following which Wells, began conducting daily sweeps of Field Canada's accounts, triggering a severe liquidity crisis, forcing Field Canada to suspend operations and implement temporary mass layoffs;

9. Subsequently, Wells and the Field Entities, with the assistance of the Proposal Trustee, developed a multifaceted restructuring plan that would enable the Field Entities to repay

the Secured Indebtedness, which included (i) the appointment of a chief restructuring officer; (ii) funding and accelerated payments from a key customer to complete outstanding aircraft modification work on its aircraft; (iii) an amendment and forbearance under the Credit Agreement; (iv) Wells agreeing to provide up to US$2.5 million of interim financing ("**DIP**") to fund operations and a Court-supervised sales and investment process ("**SISP**"); and (v) a US$6.5 million stalking horse transaction with DHC and PAL;

The NOI Proceeding thus far

10. On June 5, 2026, the Field Entities filed notices of intention to make a proposal pursuant to section 50.4(1) of the BIA, with AlixPartners Restructuring, Inc. (formerly, KSV Restructuring Inc.) appointed as proposal trustee (in such capacity, the "**Proposal Trustee**");

11. The Field Entities subsequently brought a motion seeking various orders intended to provide the liquidity and breathing room necessary to implement the stalking horse SISP for the sale of the Business and/or their assets, undertakings and property (collectively, the "**Property**");

12. On June 12, 2026, the Honourable Justice J. Dietrich granted the Field Entities' motion, which included, among other things, approval of:

    (a) the SISP to be administered by the Proposal Trustee for the Business and/or Property of the Field Entities;

    (b) the DHC/PAL Sale Agreement, solely for the purpose of serving as the stalking horse bid under the SISP;

(c) the DIP term sheet as between the Field Entities and Wells and authorizing Field Canada to borrow up to US$2.5 million thereunder;

(d) a key employee retention plan (“**KERP**”);

(e) certain charges on the Property, including (i) an administration charge in the maximum amount of $300,000; (ii) a charge in favour of Wells up to the maximum amount available under the DIP term sheet, plus interest, fees and costs (the “**DIP Lender’s Charge”**); (iii) a charge in the maximum amount of $750,000 in favour of the Field Entities’ directors and officers for any post-filing obligations that may occur, subordinated to the Secured Indebtedness; and (iv) a charge in the maximum amount of US$207,000 in favour of the KERP employees, subordinated to all other charges and the Secured Indebtedness;

(f) a tripartite accommodation agreement with FR Aviation Limited, trading as Draken Europe (“**Draken**”) and Wells, pursuant to which Draken agreed to accelerate payment of outstanding amounts owing for aircraft modification work being performed by Field Canada under an existing contract, and to fund certain operating and facility costs of Field Canada, along with completion bonuses for the employees working on the project;

(g) a data transfer agreement between Draken and Field Canada (the “**Draken Data Transfer Agreement**”) pursuant to which Draken agreed to purchase from Field Canada certain data and intellectual property connected with the Draken project for US$800,000;

13. At the time of the motion, the specific intellectual property and data to be transferred under the Draken Data Transfer Agreement had not been finalized. Accordingly, the Draken Data Transfer Agreement required the parties to enter into an amended and restated agreement identifying the specific intellectual property and data to be transferred. The parties have since entered into such amended and restated agreement, and Draken has paid the first US$400,000 instalment required thereunder;

14. Field Canada is currently in possession of an aircraft owned by UKRI pursuant to an aircraft modification services agreement with UKRI and, as it is unable to complete the contemplated modification services, has entered into the UKRI Agreements providing for the removal of aircraft by UKRI, subject to the terms and conditions thereof;

15. The Proposal Trustee, in consultation with the Field Entities and chief restructuring officer, implemented the SISP thereafter, with the result being that the DHC/PAL Sale Agreement was the only Qualified Bid (as defined in the SISP) in respect of the assets contemplated thereunder;

The AVO should be approved

Approval of the DHC/PAL Sale Agreement

16. The Proposal Trustee comprehensively marketed and solicited offers for the purchase of the Business and Property, in accordance with the SISP;

17. While four (4) other bids were received in the SISP, the DHC/PAL Sale Agreement represents the only Qualified Bid received in the SISP, along with the highest return for the stakeholders of the Field Entities for the assets to be sold thereunder and, on this basis, the Proposal Trustee designated same as the Successful Bid;

18. The DHC/PAL Sale Agreement is highly certain to close, as both DHC and PAL, which each agreed to act as stalking horse bidder, have paid significant deposits, and the transaction is not subject to any financing conditions;

19. The SISP undertaken by the Proposal Trustee was approved by this Court and was fair, transparent and commercially reasonable, the Proposal Trustee exercised its judgment in good faith having regard to the principles articulated in *Soundair*, and the proposed transaction represents the best available outcome in the circumstances;

Approval of the proposed releases

20. The Released Parties were necessary to the restructuring of the Field Entities, in particular:

    (a) the directors and officers of the Field Entities each have highly technical expertise acquired from decades of experience in the aviation industry that could not be easily replaced, and such expertise (i) was required and applied in negotiating the restructuring efforts, support agreements, and stalking horse bid prior to the commencement of the NOI Proceedings; and (ii) is required to negotiate and finalize the transactions contemplated under, among other things, the DHC/PAL Sale Agreement, UKRI Agreements, and A&R Data Transfer Agreement;

    (b) the Proposal Trustee is highly experienced and was indispensable to the successful implementation of the Court-approved SISP and other aspects of the restructuring of the Field Entities;

21. The proposed releases are rationally connected to the NOI Proceedings because they are narrowly circumscribed to claims arising from or relating to the Business, the Property and the restructuring process, and do not purport to release claims unrelated thereto;

22. The proposed releases are not overly broad, as they exclude claims expressly preserved under the UKRI Agreements, claims that are recoverable under certain directors' and officers' insurance policies, claims arising from fraud or wilful misconduct or claims under sections 50(14), 95, 96 and 178(1) of the BIA;

23. The proposed releases are necessary to the success of the Field Entities' restructuring, as the DHC/PAL Sale Agreement requires a number of pre-closing steps that depend on the specialized technical knowledge and expertise of the directors and officers of the Field Entities, and the proposed releases are necessary to secure their continued assistance in completing the sale and winding down the Field Entities;

24. Given Field Canada's insolvency, its indemnity in favour of directors and officers who acted honestly, in good faith and with a view to the best interests of Field Canada is of little practical value, and the proposed release of claims that would otherwise be subject to that indemnity is therefore fair, just and reasonable in the circumstances;

The Ancillary Order should be approved

Approval of distributions to Wells

25. The Proposal Trustee has obtained an opinion from its counsel that, subject to customary assumptions and qualifications, Wells has a first-ranking security interest in the Property;

26. The Proposal Trustee has conducted a waterfall analysis demonstrating that there will be sufficient funds from the proceeds of the DHC/PAL Sale Agreement to make payments to

Wells, after accounting for the priority in favour of unpaid wages and vacation pay (which will be fully paid from the sale proceeds of the DHC/PAL Sale Agreement);

27. No stakeholder will be prejudiced by the proposed interim distributions to Wells;

WEPPA declaration

28. Field Canada has terminated, or will terminate, the employment of its remaining employees as a result of the NOI Proceeding and the sale of its business and assets, leaving eligible employees with unpaid wages, vacation pay and other amounts that may qualify under WEPPA;

29. Following the termination of the employees, Field Canada is expected to owe its employees termination and severance amounts that may be eligible for coverage under WEPPA;

30. The declaration is necessary to permit eligible former employees to apply for and receive payments under WEPPA in respect of qualifying unpaid wages and vacation pay, with the Government of Canada being subrogated to those claims in accordance with WEPPA;

Authorization to dispose of assets

31. The Proposal Trustee, in consultation with the Field Entities, is in the process of finalizing sale transactions, in respect of assets that are not being sold to the Purchasers under the DHC/PAL Sale Agreement. In an effort to avoid additional costs to the estates, the Field Entities are seeking the authority, with the consent of the Proposal Trustee, to enter into and consummate additional sale transactions each up to the maximum amount of $250,000 (exclusive of applicable sales taxes);

Authorization to assign Field Entities into bankruptcy

32. The proposed Ancillary Order authorizes the Proposal Trustee, where appropriate, to file an assignment in bankruptcy in respect of any of the Field Entities following completion of the DHC/PAL Transactions, the Draken Program and any remaining realization steps, facilitating the efficient administration of any remaining assets, recoveries and claims and the orderly conclusion of these NOI Proceedings;

Approval of Proposal Trustee's activities, reports and fees

33. The Proposal Trustee has acted within its mandate and has provided significant assistance to the Field Entities and oversight on their restructuring efforts;

34. The Proposal Trustee has filed its First Report dated June 10, 2026 and will file its Second Report ahead of this hearing, which details the Proposal Trustee's activities in respect of the NOI Proceedings, each of which should be approved;

35. The fees and disbursements of the Proposal Trustee and its counsel, Bennett Jones LLP, as will be set out in the Second Report, are fair and reasonable having regard to the nature and complexity of these proceedings, are consistent with those charged by comparable licensed insolvency trustees and law firms in the Toronto restructuring and insolvency market, and will be particularized in fee affidavits appended to the Second Report of the Proposal Trustee;

Extension of time to file a proposal and stay of proceedings

36. The Field Entities and the Proposal Trustee require additional time to complete the transactions contemplated by the AVO, complete the Draken project, and wind down the Field Entities' operations; and

37. The Field Entities have acted, and continue to act, in good faith and with due diligence, and the requested extension of the stay of proceedings is appropriate in the circumstances.

Other Grounds

38. Sections 50.4, 50.6, 64.2, 65.13 and 69 of the BIA;

39. Section 5 of WEPPA;

40. Rules 1.04, 1.05, 2.01, 2.03, 16, 37 and 39 of the Ontario *Rules of Civil Procedure*;

41. The inherent and equitable jurisdiction of this Honourable Court; and

42. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) the Affidavit of John Mactaggart sworn July 17, 2026;

(b) the Second Report of the Proposal Trustee, to be filed; and

(c) such further and other evidence as counsel may advise and this Honourable Court may permit.

July 17, 2026

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

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SERVICE LIST
(as at July 17, 2026)

TO:	**THORNTON GROUT FINNIGAN LLP** 100 Wellington Street West Suite 3200, TD West Tower Toronto ON M5K 1K7 **Rachel Nicholson (LSO# 68348V)** Tel: (416) 304-1616 E-mail: rnicholson@tgf.ca **Ines Ferreira (LSO# 81472A)** Tel: (416) 304-0461 Email: iferreira@tgf.ca **Denna Jalili (LSO# 84976N)** Tel: (416) 304-0312 Email: djalili@tgf.ca Lawyers for the Companies

AND TO:	**BENNETT JONES LLP** 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4 **Michael S. Shakra (LSO# 64604K)** Tel: (416) 777-6236 Email: shakram@bennettjones.com **Thomas Gray (LSO# 82473H)** Tel: (416) 777-7924 Email: grayt@bennettjones.com Lawyers for the Proposal Trustee, AlixPartners Restructuring Inc.
AND TO:	**ALIXPARTNERS RESTRUCTURING, INC.** 220 Bay Street, 13th Floor PO Box 20 Toronto, ON M5J 2W4 **Noah Goldstein** Tel: (416) 932-6207 Email: ngoldstein@ksvadvisory.com **Dean Pearlman** Tel: (437) 888-9842 Email: dperlman@ksvadvisory.com Proposal Trustee
AND TO:	**GOODMANS LLP** Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 **Joseph Latham (LSO# 32326A)** Tel: (416) 597-4211 Email: jlatham@goodmans.ca **David Wiseman (LSO# 39716U)** Tel: (416) 597-6266 Email: dwiseman@goodmans.ca Canadian Lawyers for Wells Fargo Bank, National Association

AND TO:	**BLANK ROME LLP** 1271 Avenue of the Americas New York, NY 10020 **Harris J. Diamond, Esq.** Fax: (917) 332-3784 Email: harris.diamond@blankrome.com U.S. Lawyers for Wells Fargo Bank, National Association
AND TO:	**RIVERON MANAGEMENT SERVICES, LLC** 265 Franklin St Boston, MA 02110 United States **Jeffrey Horine** Tel: (617) 999-9600 Email: Jeffrey.Horine@riveron.com **Kevn Caldwell** Tel: (207) 699-7895 Email: Kevin.Caldwell@riveron.com Chief Restructuring Officer
AND TO:	**NORTON ROSE FULLBRIGHT LLP** 1, Place Ville Marie, Bureau 2500 Montréal, QC H3B 1R1 **Guillaume Michaud** Tel: (514) 773-4163 Email: guillaume.michaud@nortonrosefulbright.com **Peter Riddell** Tel: (514) 847-4536 Email: peter.riddell@nortonrosefulbright.com **Charlotte Dion** Tel: (514) 847-4650 Email: charlotte.dion@nortonrosefulbright.com Lawyers for De Havilland Aircraft of Canada Limited

AND TO:	**TORYS LLP** 79 Wellington St. W., 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2 **Scott Bomhof (LSO# 37006F)** Tel: (416) 865-7370 Email: sbomhof@torys.com **Mike Noel (LSO# 80130F)** Tel: (416) 865-7378 Email: mnoel@torys.com **Neville Jugnauth (LSA# 41111T)** Tel: (403) 776-3757 Email: njugnauth@torys.com Lawyers for PAL Aerospace Ltd.
AND TO:	**DLA PIPER (CANADA) LLP** 333 Bay Street, Suite 5100 Toronto, ON M5H 2S7 **Edmond Lamek (LSO# 33338U)** Tel: (416) 365-3444 Email: edmond.lamek@ca.dlapiper.com Lawyers for FR Aviation Limited (trading as Draken)
AND TO:	**VW CREDIT CANADA INC.** 500-1340 Pickering Pky Pickering, ON, L1V0C4 Email: VWFSCAINFOCOLLECTIONS@vwcredit.com PPSA Registrant of Field Aviation Company Inc.

AND TO:	**STIKEMAN ELLIOTT LLP** 1155 René-Lévesque Blvd. West 41st Floor Montréal, Québec H3B 3V2 **Pierre-Paul Daunais** Tel: (514) 397-2428 Email : ppdaunais@stikeman.com **Danny Duy Vu** Tel : (514) 397-6495 Email : ddvu@stikeman.com **Marjorie Bouchard** Tel : (514)397-3364 Email: mbouchard@stikeman.com Lawyers for the Plaintiff, Bombardier Inc., in the Montréal Proceeding (Court File No: 500-17-107954-193)
AND TO:	**WEIRFOULDS LLP** 66 Wellington Street West, Suite 4100 P.O. Box 35, Toronto-Dominion Centre Toronto, ON M5K 1B7 **Maureen Ward (LSO #44065Q)** Tel: (647) 715-7062 Email: mward@weirfoulds.com **Ashley Landesman (LSO# 87934J)** Tel: 647-715-7008 Email: alandesman@weirfoulds.com Lawyers for the Plaintiff, Aerotek ULC o/a Aerotek and Actalent, in the Brampton Proceeding (Court File No. CV-26-00003636-0000)
AND TO:	**GOLDBERG SILLS LLP** 183 Wellington Street West Toronto, ON M5V 0A1 **Gregory Sills (LSO# 70752K)** Tel: (416) 649-6110 Email: sills@goldbergsills.com Lawyers for the Plaintiff, Kalavati Mistry, in the Toronto Proceeding (Court File No. CV-26-00009597-0000)

AND TO:	**SAMFIRU TUMARKIN LLP** 350 Bay Street, 10th Floor Toronto, ON M5H 2S6 **Jonathan (Jon) Pinkus (LSO# 66699U)** Tel: 1 (844) 661-9065 (Ext.144) Email: jon.pinkus@stlawyers.ca Lawyers for the Plaintiff, Samuel Ranches, in the Toronto Proceeding (Court File No. CV-26-00010509-0000)
AND TO:	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON M5H 4E3 **Bevan Brooksbank** Tel: (416) 367-6604 Email :BBrooksbank@blg.com **Ryan Laity** Tel: (604) 632-3544 Email: RLaity@blg.com Lawyers for UK Research and Innovation
	GOVERNMENT COMMERCIAL AGENCY **Cabinet Office** 70 Whitehall London SW1A 2AS United Kingdom **Stephen Whitbread** Email: stephen.whitbread@gca.gov.uk
AND TO:	**TRANSPORT CANADA CIVIL AVIATION** 344 Edmonton St Winnipeg, MB R3C 0P6 **Jonathan Chu, P.Eng., M.Sc.** Tel: (403) 607-3793 Email :jonathan.chu@tc.gc.ca **Natasa Mudrinic, P. Eng / ing., M.Sc** Tel: (416) 434-8975 Email: natasa.mudrinic@tc.gc.ca

AND TO:	**SIGNATURE FLIGHT SUPPORT LLC** 13485 Veterans Way, Suite 600 Orlando, Florida 32827 **General Counsel** Email: Legalnotices@signatureaviation.com **Manager, Contracts** Email: Legalnotices@signatureaviation.com **General Manager** Fax: (905) 673-5483 Landlord of the Mississauga Properties
AND TO:	**CAVALLUZZO LLP** 474 Bathurst Street, Suite 300 Toronto, Ontario M5T 2S6 **Sean FitzPatrick** Tel: (416) 964-5523 Email: sfitzpatrick@cavalluzzo.com Lawyers for the Union Representative, IAM Union District 140
AND TO:	**MINISTER OF FINANCE** **INSOLVENCY UNIT** 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 **Insolvency Unit** Email: insolvency.unit@ontario.ca
AND TO:	**CANADA REVENUE AGENCY** **c/o DEPARTMENT OF JUSTICE (CANADA)** Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto ON M5H 1T1 **Insolvency Unit** Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO:	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	**MCMILLAN LLP** Brookfield Place, 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 **Timothy Cullen** Tel: 613.691.6112 Email: Timothy.cullen@mcmillan.ca **Adelaide Egan** Tel: 613.691.6160 Email: adelaide.egan@mcmillan.ca **Spencer Atin** Tel: 416.865.7167 Email: spencer.atin@mcmillan.ca Lawyers for Saxon Aerospace Inc.
AND TO:	**RF COLLINS CONSULTING INC.** **Richard Collins** Email: finbarr@rogers.com
AND TO:	**MICHAEL STEPHEN HALES** Email: mhales70@gmail.com
AND TO:	**LABOUR PROGRAM EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA** WEPP Processing Centre PO Box 5900 Cornwall, ON K6H 6J6 Email: nc-bds-svp-wepp-pps-gd@servicecanada.gc.ca

Email List

rnicholson@tgf.ca; iferreira@tgf.ca; djalili@tgf.ca; shakram@bennettjones.com; grayt@bennettjones.com; ngoldstein@ksvadvisory.com; dperlman@ksvadvisory.com; jlatham@goodmans.ca; dwiseman@goodmans.ca; bmccoy@willkie.com; harris.diamond@blankrome.com; Jeffrey.Horine@riveron.com; Kevin.Caldwell@riveron.com; VWFSCAINFOCOLLECTIONS@vwcredit.com; ppdaunais@stikeman.com; ddvu@stikeman.com; mbouchard@stikeman.com; mward@weirfoulds.com; alandesman@weirfoulds.com; sills@goldbergsills.com; jon.pinkus@stlawyers.ca; guillaume.michaud@nortonrosefulbright.com; peter.riddell@nortonrosefulbright.com; charlotte.dion@nortonrosefulbright.com; sbomhof@torys.com; mnoel@torys.com; njugnauth@torys.com; edmond.lamek@ca.dlapiper.com; BBrooksbank@blg.com; RLaity@blg.com; stephen.whitbread@gca.gov.uk; jonathan.chu@tc.gc.ca; natasa.mudrinic@tc.gc.ca; Legalnotices@signatureaviation.com; sfitzpatrick@cavalluzzo.com; insolvency.unit@ontario.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; osbservice-bsfservice@ised-isde.gc.ca; Timothy.cullen@mcmillan.ca; adelaide.egan@mcmillan.ca; spencer.atin@mcmillan.ca; finbarr@rogers.com; mhales70@gmail.com; nc-bds-svp-wepp-pps-gd@servicecanada.gc.ca

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Proceeding commenced at Toronto

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THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

Lawyers for the Field Entities

TAB 2

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

AFFIDAVIT OF JOHN W. MACTAGGART
Sworn July 17, 2026

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I, **JOHN W. MACTAGGART,** of the City of Cincinnati, in the State of Ohio, **MAKE OATH AND SAY:**

I. OVERVIEW

1. I am a director of Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**"), and as such, have knowledge of the matters set out herein. Where I rely on the information or belief of others, I state the source and verily believe same to be true.

2. Field Canada is an aerospace engineering and modification company that designs, integrates and certifies aircraft special missions systems and structural modifications for government and commercial operations (the "**Business**"). Field East is a non-operating wholly owned subsidiary of Field Canada. Field Canada and Field East are each registered with Transport Canada as the holder of certain government approvals to modify aircrafts, including supplemental type certificates ("**STCs**"), which have commercial re-sale value within the aviation industry.

3. The Field Entities' sole secured lender is Wells Fargo Capital Finance Corporation Canada ("**Wells Capital**") and its agent, Wells Fargo Bank, National Association ("**Wells Bank**", and together with Wells Capital, "**Wells**"), to whom the Field Entities, jointly and severally with a U.S. affiliate, are indebted under a credit agreement dated January 29, 2021, as amended from time to time (the "**Credit Agreement**"). As of the date of this affidavit, Wells is owed US$3,101,835 under the Credit Agreement (the "**Secured Indebtedness**").

4. On April 6, 2026, following defaults under the Credit Agreement, Wells commenced daily sweeps of Field Canada's accounts and restricted access to the credit facility, resulting in significant liquidity constraints. As a result, Field Canada was required to reduce operations and implement temporary layoffs while it worked with Wells to develop a path forward. Pursuant to a limited overadvance agreement dated April 16, 2026, Wells provided support to facilitate continued operations and the negotiation of a restructuring solution, including the appointment of Riveron Consulting, LLC as chief restructuring officer (the "**CRO**"), the negotiation of interim financing and the development of a Court-supervised sale and investment solicitation process (the "**SISP**") with a stalking horse agreement, to be conducted in proceedings under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").

5. On June 5, 2026, with the support of Wells, the Field Entities each filed notices of intention to make a proposal (the "**NOI Proceedings**") with the Official Receiver pursuant to section 50.4(1) of the BIA. AlixPartners Restructuring, Inc. (formerly, KSV Restructuring Inc.) was appointed as proposal trustee under the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

6. This is my second affidavit sworn and filed in the NOI Proceedings. A copy of my first affidavit sworn June 6, 2026 (the "**First Mactaggart Affidavit**") is attached hereto as **Exhibit** "**A**", without exhibits. The background of the Field Entities, including a description of the Business, assets and liabilities, and the events leading up to the NOI Proceedings, is more particularly set out in the First Mactaggart Affidavit.

7. The primary objective of the NOI Proceedings is to maximize value for stakeholders through a sale of the Business or the Field Entities' assets, undertakings and properties (the "**Property**"). In this regard, the Field Entities previously brought a motion within the NOI Proceedings for a comprehensive package of relief to provide it with the breathing space and liquidity necessary to implement a sales process for the Business and/or Property. On June 12, 2026, this Honourable Court granted the Field Entities' motion, approving:

   (a) A "**DIP Approval and Extension Order**", which, among other things:

      (i) extended the time for the Field Entities to file a proposal and the attendant stay of proceedings to August 19, 2026 pursuant to section 50.4(9) of the BIA;

      (ii) administratively consolidated the NOI Proceedings of Field Canada and Field East, continuing as a single proceeding under this Court's file number;

      (iii) approved the forbearance agreement and an interim financing facility pursuant to a DIP term sheet (the "**DIP Term Sheet**") between Wells and the Field Entities, up to the maximum principal amount of US$2.5 million;

      (iv) approved Field Canada's engagement of the CRO, *nunc pro tunc*;

      (v) approved the following super-priority charges over the Property:

(1) Administration Charge in the maximum amount of $300,000;

(2) DIP Lender's Charge;

(3) Directors' Charge in the maximum amount of $725,000 (subordinated to the Secured Indebtedness); and

(4) KERP Charge in the maximum amount of US$207,000 (subordinated to the Secured Indebtedness,);

(vi) approved the Draken Accommodation Agreement and Data Transfer Agreement, each as defined and discussed below; and

(b) a "**SISP Order**", which, among other things,

(i) approved and authorized the Proposal Trustee to implement the SISP; and

(ii) approved the DHC/PAL Sale Agreement (as defined below) solely for the purpose of serving as the stalking horse bid under the SISP.

8. The Proposal Trustee implemented the SISP, which has since concluded. The DHC/PAL Sale Agreement was the only Qualified Bid[1] submitted by the Bid Deadline of July 13, 2026. As a result, the Proposal Trustee designated the DHC/PAL Sale Agreement as the Successful Bid with respect to the assets contemplated thereunder.

9. Accordingly, the Field Entities seek on this motion:

[1] Any capitalized terms not defined herein have the meaning attributed to it in the First Mactaggart Affidavit, DIP Approval and Extension Order, or SISP Order, as applicable.

(a) An order (the "**Approval and Vesting Order**") substantially in the form included at Tab 3 of the Field Entities' motion record dated July 17, 2026 (the "**Motion Record**"), among other things:

(i) approving the transactions (the "**DHC/PAL Transactions**") contemplated by the stalking horse asset purchase agreement dated as of June 5, 2026 (the "**DHC/PAL Sale Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited ("**DHC**") and PAL Aerospace Ltd., ("**PAL**", and together with DHC, the "**Purchasers**") as purchasers, for certain assets of the Field Entities, and authorizing the Field Entities and Purchasers to perform their respective obligations thereunder;

(ii) granting certain limited releases in favour of the current and former directors, officers, employees and advisors of the Proposal Trustee and the Field Entities (collectively, the "**Released Parties**");

(b) An order (the "**Ancillary Order**") substantially in the form included at Tab 4 of the Motion Record, among other things:

(i) authorizing the Proposal Trustee to make one or more distributions from the proceeds of the DHC/PAL Transactions to Wells to repay in full the amount of the indebtedness of the Field Entities to Wells (A) secured by the DIP Lender's Charge; and (B) the Secured Indebtedness, in each case together with interest and costs;

(ii) declaring that the NOI Proceedings are a proceeding to which the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**") applies and that the employees of Field Canada are entitled to receive payments in accordance with WEPPA following the termination of their employment;

(iii) approving an asset retrieval and limited release agreement between United Kingdom Research and Innovation ("**UKRI**") and Field Canada dated July 7, 2026 (the "**Asset Retrieval Agreement**") and corresponding bill of sale (together with the Asset Retrieval Agreement, the "**UKRI Agreements**");

(iv) approving the amended and restated Draken Data Transfer Agreement (previously approved by this Court) dated June 29, 2026 (the "**A&R Data Transfer Agreement**");

(v) extending the time for the Field Entities to file a proposal pursuant to section 50.4(9) of the BIA, and the attendant stay of proceedings, for an additional 45 days up to and including October 3, 2026;

(vi) authorizing the Field Entities to enter into transactions to sell or transfer any of their Property, with the consent of the Proposal Trustee, up to the maximum amount of $250,000 (exclusive of applicable sales taxes);

(vii) authorizing the Proposal Trustee to file an assignment of any of the Field Entities into bankruptcy; and

(viii) approving the fees and disbursements of the Proposal Trustee and its counsel, Bennett Jones LLP and the First Report and Second Report and the activities of the Proposal Trustee described therein.

II. ACTIVITIES OF THE FIELD ENTITIES SINCE JUNE 12 HEARING

A. General restructuring activities

10. Upon approval by this Court of the DIP Approval and Extension Order and SISP Order, the Field Entities immediately began taking steps to effectuate the relief granted and further its restructuring efforts including, among other things:

(a) assisting the Proposal Trustee in preparing assets for sale, including collecting and organizing engineering data to support the sale of the STCs for the Stalking Horse Bidders and any other bidders;

(b) assisting the Proposal Trustee in the implementation of the SISP, such as by reviewing, finalizing and executing non-disclosure agreements as applicable, establishing and maintaining the data room, facilitating site tours and inspections and responding to bidder inquiries;

(c) continuing efforts under the Draken Program pursuant to the Draken Accommodation Agreement;

(d) negotiating and finalizing the A&R Data Transfer Agreement and initiating the transfer of purchased intellectual property and data to Draken thereunder;

(e) negotiating with UKRI on the terms of the retrieval of its aircraft, culminating in the UKRI Agreements;

(f) providing continuous reporting to Wells in accordance with the DIP Term Sheet;

(g) negotiating with Bombardier in respect of requests for information pertaining to its pre-filing litigation claim against Field Canada;

(h) responding to employee and stakeholder inquiries;

(i) in consultation with the Proposal Trustee, preparing and finalizing an updated cash flow forecast to be appended to the Second Report, to be filed;

(j) transferring Field Canada's automobile lease to Brian Love, a director; and

(k) negotiating with stakeholders on aspects of the relief sought on this motion and incorporating their feedback into these motion materials, as appropriate.

B. Updates on Draken Program

11. Pursuant to the Draken Accommodation Agreement dated June 5, 2026, between Field Canada, Draken, Wells Bank, and ASES, LLC (the "**Draken Accommodation Agreement**"), and as further described in the First Mactaggart Affidavit, Draken agreed to fund Field Canada's associated labour, infrastructure, and facility costs on a cost-plus basis to complete the Draken Program. This has provided Field Canada with the necessary liquidity to recall employees to work on the Draken Program and work toward its completion, with the support of Wells.

12. The outside date under the Draken Accommodation Agreement is July 17, 2026, being the targeted completion date of the Draken Program. Based on discussions between Field Canada and Draken, the targeted completion date of the Draken Program has been extended to approximately August 14, 2026, which will result in a corresponding reduction to the completion bonuses payable to employees thereunder. The extension was required to accommodate common issues encountered during the return-to-service process, including delays in obtaining replacement parts for components identified as defective, as well as defects discovered when power was applied to the aircraft and its systems were tested and verified. Further, Draken has requested continued access to Field Canada's facility

following the completion date to conduct certain testing on the aircraft until approximately mid-September; Field Canada will agree to provide continued access, provided Draken continues to fund Field Canada's facility and infrastructure costs.

13. In accordance with the terms of the Draken Accommodation Agreement, Draken is continuing to fund employee wages (including accrued vacation on a pro rata basis), which are being paid to Field Canada in advance of the accrued labour.

***A&R Data Transfer Agreement*[2]**

14. In connection with the Data Transfer Agreement dated June 5, 2026, between Field Canada, Draken, and Wells Bank, Field Canada agreed to sell certain intellectual property and data (the "**Transferred Data**") to Draken for an agreed purchase price of US$800,000, free and clear of any encumbrances. The Data Transfer Agreement, which was a requirement under the Draken Accommodation Agreement, was approved by this Court pursuant to the DIP Approval and Extension Order.

15. The parties have since entered into an A&R Data Transfer Agreement to replace the original agreement and incorporate the finalized schedule of the Transferred Data. Attached hereto at **Exhibit** "B" is a true copy of the fully executed A&R Data Transfer Agreement.

16. The Transferred Data consists of:

(a) Initial Data, including:

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[2] Capitalized terms not otherwise defined in this section have the meaning ascribed to them in the A&R Data Transfer Agreement.

(i) project-specific data; and

(ii) identified pre-existing or generally applicable materials, each as described in Schedule A to the A&R Data Transfer Agreement; and

(b) Future Program Data, being additional project-specific data created by Field Canada from the effective date of the agreement until completion of the applicable program.

17. The purchase price is payable in two equal instalments of US$400,000. Draken has already paid the first instalment, which was due upon execution of the A&R Data Transfer Agreement. The second instalment will become payable upon Field's delivery of the Initial Data, which the parties are continuing to finalize cooperatively.

18. I believe that approval of the A&R Data Transfer Agreement is appropriate and in the best interests of the Field Entities and their stakeholders. As discussed in the First Mactaggart Affidavit, the Transferred Data relates specifically to the Draken Program and, as a result, has little or no independent value to other potential purchasers. Accordingly, the A&R Data Transfer Agreement maximizes the value realized from those assets and the recoveries available to the Field Entities’ stakeholders.

19. Both the Proposal Trustee and Wells approve of the A&R Data Transfer Agreement.

C. UKRI Agreements[3]

20. As described in the First Mactaggart Affidavit, prior to the commencement of these NOI Proceedings, UKRI delivered its Dash 8 aircraft to Field Canada pursuant to the Aircraft Procurement & Services Agreement dated March 17, 2022 (the "**UKRI Services Agreement**") for modification services. As a result, the aircraft remains at Field Canada's hangar located at 2450 Derry Road East, Hangar 2, Mississauga, Ontario, L5S 1B2 (the "**Premises**"). At the time of the June 12 hearing, Field Canada and UKRI were actively negotiating the terms on which UKRI would retrieve its aircraft from the Premises, but had not yet reached an agreement.

21. Since the June 12 hearing, UKRI and Field Canada have reached an agreement concerning the aircraft, which is documented in an Asset Retrieval Agreement dated July 7, 2026 and an accompanying Bill of Sale. Together, those agreements provide for the removal of the aircraft from the Premises and the transfer to UKRI of title to the aircraft and the related components and equipment described in Schedule "A" thereto (collectively, the "**Assets**"), in accordance with the terms of the UKRI Services Agreement. Copies of the executed Asset Retrieval Agreement and Bill of Sale are attached hereto as **Exhibit "**C**".**

22. The Asset Retrieval Agreement permits UKRI, subject to the terms of the agreement and the oversight of Field Canada and the Proposal Trustee, to access the Premises to identify, inspect, and remove the Assets. The agreement also requires Field Canada to provide certain available data maintained in its program files in the ordinary course of business.

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[3] Capitalized terms not otherwise defined in this section have the meaning ascribed to them in the Asset Retrieval Agreement.

23. UKRI is required to remove the Assets by July 31, 2026, and assumes responsibility for removal, handling, and transportation of same, among other things. Upon removal of the Assets and delivery of the Existing Data, UKRI releases (i) Field Canada from claims relating to the removal, transportation, custody, handling, condition, storage, use, transfer, registration or possession of the Assets or condition and quality of the Existing Data (in each case except to the extent arising from the gross negligence or wilful misconduct of Field Canada); and (ii) Field Canada's parents and affiliates, and the Proposal Trustee, from any claims arising from or related to the Assets, Existing Data, the UKRI Agreement, the NOI Proceeding, and related matters.

24. The UKRI Agreements further provide that they do not determine creditor priorities, waive any rights of the parties or secured creditors (including any claim that UKRI may have against Field Canada or its directors or officers arising under the UKRI Services Agreement), or constitute a disposition of assets except as expressly authorized.

25. I believe that the UKRI Agreements are fair and reasonable and represent the best available outcome in the circumstances for all stakeholders. The agreements resolve issues relating to the retrieval of the aircraft and related assets that arose during this proceeding, facilitate the orderly implementation of the DHC/PAL Transactions , and avoids the time, cost and uncertainty associated with further disputes between the parties. The Proposal Trustee supports the UKRI Agreements.

III. TAX MATTERS

A. GST/HST

26. On June 25, 2026, the Field Entities received a notice from Canada Revenue Agency ("**CRA**") proposing changes to the Field Entities' GST/HST returns for the reporting period from June 1, 2026 to June 5, 2026, which, if implemented, would result in an asserted GST/HST liability of approximately $675,000 (the "**CRA Notice**"). Attached hereto as **Exhibit "D"** is a copy of the CRA Notice.

27. I have reviewed the CRA Notice and believe the proposed GST/HST liability appears to be overstated, including because certain amounts should not have attracted GST/HST and because the treatment of outstanding accounts receivable and the related GST/HST may affect the calculation. The Field Entities are continuing to review CRA's position with their advisors and the Proposal Trustee.

B. Tax Refund

28. Field Canada is pursuing a potential income tax refund arising from Field Canada's 2025 taxation year. As a result of a net loss incurred in 2025, Field Canada elected to carry that loss back to its 2022 and 2023 taxation years for federal and provincial income tax purposes in Ontario and Alberta, thereby reducing its taxable income for those years and giving rise to the potential refund.

29. Field Canada estimates that it may receive an income tax refund of approximately $2.9 million as a result of the loss carryback, although the final amount remains uncertain. In particular, the amount of any refund may be affected by the outcome of Field Canada's Scientific Research and Experimental Development claim, a federal tax incentive program administered by the CRA for eligible research and development activities.

IV. SISP RESULTS AND LIMITED AUTHORIZATION TO DISPOSE ASSETS

30. Pursuant to the SISP Order, the Proposal Trustee, with the assistance of the Field Entities and the CRO, administered the SISP and canvassed the market to identify potential offers that were superior to the DHC/PAL Sale Agreement.

31. I am advised by the Proposal Trustee that it will provide a detailed report of the SISP in its Second Report. By way of summary, I understand that:

(a) the SISP commenced on June 15, 2026;

(b) the Proposal Trustee distributed the teaser document describing the opportunity to invest in, or acquire, the Field Entities to approximately 38 potential bidders;

(c) 12 parties executed a non-disclosure agreement and were provided access to a confidential data room containing information about the Field Entities and their business and operations; and

(d) the Proposal Trustee followed up with the parties who executed non-disclosure agreements and were provided access to the confidential data room.

32. The deadline for receipt of Bids was July 13, 2026, at 5:00 p.m. The Proposal Trustee received four (4) bids for specific assets, none of which constituted a Qualified Bid.

33. Accordingly, on July 14, 2026, the Proposal Trustee selected the DHC/PAL Sale Agreement as the Successful Bid under the SISP.

34. The Proposal Trustee, in consultation with the Field Entities, is working with the remaining bidders to finalize any ancillary sales in an effort to maximize value of the estates of the Field Entities' for the benefit of their stakeholders. In order to optimize recovery for the

estates, the Field Entities are seeking limited authorization to enter into subsequent transactions to sell any remaining Property up to $250,000, exclusive of applicable taxes, in each case with the approval of the Proposal Trustee. Public interest in the Property has already been solicited through the SISP, and the limited authorization requested to sell its remaining assets will save on the professional costs otherwise required to obtain Court approval for relatively nominal transactions.

V. THE DHC/PAL TRANSACTION[4]

35. The SISP Order approved the DHC/PAL Sale Agreement solely for the purpose of designating the agreement as the stalking horse bid. Now that the DHC/PAL Sale Agreement has been declared the Successful Bid in the SISP, the Field Entities seek an approval and vesting order with respect to the underlying DHC/PAL Transactions . Attached hereto as **Exhibit "E"** is a copy of the DHC/PAL Sale Agreement.

36. The material terms of the DHC/PAL Sale Agreement are summarized below:

(a) **Purchase Price**: US$6,500,000 (US$3,900,000 paid by DHC and US$2,600,000 paid by PAL), plus the assumption of certain liabilities set out thereunder, with the Purchasers having already paid 10% of the purchase price as a deposit;

(b) **Purchased Assets**: Specified STCs identified in the schedules to the DHC/PAL Sale Agreement, along with accompanying data, and information and certain inventory and records;

[4] Capitalized terms not otherwise defined in this section have the meaning ascribed to them in the Sale Agreement.

(c) **Free and Clear**: The purchased assets are sold and transferred free and clear of all encumbrances, other than those expressly permitted by the DHC/PAL Sale Agreement (for greater certainty, the DHC/PAL Sale Agreement does not contemplate any permitted encumbrances continuing as against the purchased assets, nor does it contemplate the Purchasers assuming any liabilities of the Field Entities);

(d) **As-is, where-is**: The purchased assets are acquired on an "as is, where is" basis, and the Purchasers acknowledge that they have conducted their own independent due diligence and are not relying on any representations or warranties except those expressly set out in the DHC/PAL Sale Agreement;

(e) **PAL's Assignment Right**: The Approval and Vesting Order contemplates and permits the assignment by PAL of all of its right, title and interest in and to the DHC/PAL Sale Agreement to DHC pursuant to section 12.11.3 of the DHC/PAL Sale Agreement, at any time prior to closing. Upon any such assignment, all references to PAL in the Approval and Vesting Order shall be construed as references to DHC, and DHC shall be entitled to the benefit of, and be bound by, the provisions of the Approval and Vesting Order applicable to PAL;

(f) **Key Conditions to Closing:** Among other things, that all Consents and Approvals, transfer endorsements and transfer application forms, as applicable, from all applicable Government Authorities necessary to transfer the purchased assets shall have been obtained or delivered, and that the SISP Order and the Approval and Vesting Order shall have been approved by the Court; and

(g) **Closing Date:** Closing shall occur no later than the fifth (5th) Business Day following the date on which the Approval and Vesting Order is granted, or such other date as agreed to in writing by the Parties, in consultation with the Proposal Trustee.

37. The Field Entities are of the view that the DHC/PAL Transactions provides the best possible outcome for its stakeholders in the circumstances given that, among other things:

(a) the terms of the SISP, including the use of the DHC/PAL Sale Agreement as the stalking horse bid in respect of the assets contemplated thereunder, were reviewed and approved by the Court at the June 12 motion;

(b) the SISP was administered by the Proposal Trustee in consultation with the Field Entities, in accordance with its terms;

(c) the DHC/PAL Sale Agreement is highly certain to close, as the Purchasers have each paid a significant deposit and the agreement is not subject to any financing conditions;

(d) the consideration provided by the DHC/PAL Sale Agreement is sufficient to fully repay the indebtedness to Wells under both the DIP Term Sheet and the Credit Agreement;

(e) the DHC/PAL Sale Agreement represents the highest and best offer, and is the only Qualified Bid received in the SISP, after extensive efforts by the Proposal Trustee and the Field Entities to secure the best possible price;

(f) the Purchasers are amongst a limited class of industry participants with an interest and use for the highly technical and specialized aviation assets, making it unlikely that a higher offer could be obtained;

(g) the Proposal Trustee, the CRO and Wells support the DHC/PAL Transactions; and

(h) the DHC/PAL Transactions will maximize value for the stakeholders of the Field Entities and is in the best interests of all the stakeholders.

38. Given that the DHC/PAL Transactions do not contemplate the continued employment of Field Canada's employees, Field Canada intends to terminate those employees that are not actively working on the Draken Program or are otherwise critical to the closing and continued operations of Field Canada on or prior to the closing date.

VI. DISTRIBUTIONS

A. Distribution to Wells

39. As described in more detail in the First Mactaggart Affidavit, Wells is the Field Entities' only secured lender. Pursuant to the Credit Agreement and the related security documents, Wells holds security over all of the present and after-acquired personal property of the Field Entities (the "**Security**"). In addition, pursuant to the DIP Approval and Extension Order, Wells provided interim financing to the Field Entities under the DIP Term Sheet, and the obligations thereunder are secured by the DIP Lender's Charge.

40. The DHC/PAL Transactions will generate proceeds that are available for distribution. The Field Entities are therefore seeking authorization for the Proposal Trustee to distribute proceeds of the DHC/PAL Transactions to Wells to repay in full the obligations owing to Wells, including the indebtedness secured by the DIP Lender's Charge (which is in the

approximate amount of US$2,300,708, inclusive of interest, as of the date hereof) and the Secured Indebtedness (which is in the approximate amount of US$3,101,835, inclusive of interest, as of the date hereof), as well as all accrued interest and costs thereon at the date of payment.

41. The Proposal Trustee in its First Report states that it obtained a security opinion from its counsel, Bennett Jones LLP, confirming that, subject to customary assumptions and qualifications, the Security is valid and enforceable in accordance with its terms.

B. Employee Distributions

42. As mentioned above, Field Canada intends to terminate employees that are no longer required in light of the anticipated winding down of operations (the majority of which are currently on temporary lay off). Although I understand that payroll in respect of all employees is current, there is certain accrued vacation pay that is owing, or will become owing, to terminated employees, which Field Canada will satisfy in full with the proceeds of the DHC/PAL Transactions .

43. Additionally, the sale proceeds will be distributed to the KERP Beneficiaries in accordance with the terms of the KERP, which was previously approved by the Court – as such, no further approval is sought for these distributions. One (1) KERP Beneficiary has resigned from his position and accordingly, such KERP distribution amount is no longer payable.

44. I understand that the Second Report will set out the proposed distributions and estimated amounts in more detail.

VII. RELEASES

A. Scope of the Releases

45. The proposed Approval and Vesting Order would grant limited releases ("**Releases**") in favour of the Field Entities' current and former directors, officers, employees, consultants, legal counsel and advisors, including the CRO, and the Proposal Trustee and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors (collectively, the "**Released Parties**").

46. The Releases are intended to provide certainty to the Released Parties in connection with their involvement in this NOI Proceedings, the SISP, the DHC/PAL Sale Agreement and related transactions, and other matters contemplated by the Approval and Vesting Order. The Releases are limited to claims arising from acts, omissions, transactions, dealings or other matters existing prior to closing of the DHC/PAL Transactions or arising in connection with (i) the business, operations, assets, property and affairs of the Field Entities wherever or however conducted or governed; (ii) the administration and/or management of the Field Entities and the NOI Proceedings; or (iii) the DHC/PAL Sale Agreement, any agreement, document, instrument, matter or transaction involving the Field Entities arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transactions.

47. The proposed Releases are circumscribed and are rationally connected to the NOI Proceeding, as they do not release the following claims:

    (a) claims that are not permitted to be released pursuant to applicable law, including sections 50(14) or 178(1) of the BIA;

(b) claims arising from actual fraud or wilful misconduct, or the post-closing obligations under the DHC/PAL Sale Agreement or DHC/PAL Transactions;

(c) claims that are expressly preserved by UKRI under the Asset Retrieval Agreement;

(d) claims that are recoverable under any of the Field Entities' applicable directors' and officers' insurance, up to the maximum amount claimable thereunder; and

(e) any claims available pursuant to sections 95 and 96 of the BIA.

48. The foregoing exclusions are appropriate and necessary in these circumstances.

49. I am advised by my counsel that the exclusions (a) and (b) are regularly applied to releases sought in Canadian restructuring proceedings.

50. In terms of (c), the carve-out in favour of UKRI, this is necessary to ensure internal consistency of the relief sought by the Field Entities and fairness to UKRI. As mentioned above, the Asset Retrieval Agreement expressly reserves UKRI's claims against the directors and officers. Notwithstanding, I am not aware of any claims UKRI can assert against Field Canada's directors and officers for any alleged breaches of the UKRI Services Agreement, or otherwise.

51. In terms of (d), given that the purpose of the Releases is to provide the Released Parties with certainty and recognition of their significant contributions to the successful restructuring efforts of the Field Entities, and not to deny recovery to potential claimants under applicable contracts of directors and officers insurance, the Release carves out claims that are covered by such insurance.

52. Finally, with respect to (e), as discussed above, the Field Entities have been in discussions with their stakeholders regarding various aspects of the relief sought on this motion. Bombardier, which has a pre-filing litigation claim against Field Canada that was first commenced in 2017 and is currently stayed, requested that any potential claims under sections 95 (Preferences) and 96 (Transfers at Undervalue) of the BIA be preserved. Bombardier did not identify any specific transaction or factual basis giving rise to concerns under those provisions, but simply requested that any rights in respect of such claims be preserved. I do not believe there are any transactions that would give rise to claims under sections 95 or 96 of the BIA. Nevertheless, in the interests of working collaboratively with stakeholders and facilitating a consensual resolution of this motion, the Field Entities agreed to include a broad carve-out preserving any such claims in favour of any person, including Bombardier.

B. The Releases should be granted

53. The Releases should be granted to the Released Parties for the following reasons.

54. First, the Released Parties have contributed extensively to the successful restructuring efforts of the Field Entities. The current circumstances for the stakeholders of the Field Entities are significantly different from the dire circumstances that existed at the outset. In April 2026, following the defaults under the Credit Agreement, Wells implemented protective measures, including sweeping the Field Entities' accounts, leaving them without sufficient liquidity to pay employees or continue operations. As a result, the Field Entities ceased operations and implemented mass temporary layoffs. Since then, the SISP has been completed and the Field Entities have entered into transactions that will enable the repayment in full of Wells' secured indebtedness along with all employee wages and

accrued vacation. In the interim, certain employees were able to remain meaningfully employed, including in connection with the Draken project, and arrangements were made to facilitate the orderly return of a major customer's aircraft from the Premises.

55. This required exhaustive efforts of the Released Parties to negotiate, obtain Court approval, and implement comprehensive and highly technical agreements, including, among other things:

(a) the pre-filing restructuring agreements and arrangements, being (i) DIP Term Sheet and related forbearance agreement with Wells; (ii) Draken Accommodation Agreement and Data Transfer Agreement; (iii) the DHC/PAL Sale Agreement; (iv) the terms of the stalking horse SISP; (v) agreements with KERP employees; and (vi) engagement of the CRO; and

(b) post-filing restructuring agreements and arrangements, including (i) implementation of the SISP (as detailed above); (ii) the UKRI Agreements; the A&R Data Transfer Agreement; and, if approved (iii), closing of the DHC/PAL Transactions , along with any additional authorized transactions.

56. The restructuring efforts of the Field Entities necessitated the extensive restructuring and advisory experience of the Proposal Trustee, and the highly technical aviation expertise of the Field Entities' directors and officers, acquired from the decades of industry experience as between them.

57. Second, as for the directors and officers of the Field Entities, they may have potential personal exposure to the GST/HST liabilities. While the directors and officers would normally be protected by the indemnity provided by section 7.02 of Field Canada's by-

laws (attached hereto as **Exhibit "F"**), such indemnity is of little practical value given the Field Entities' insolvency and anticipated bankruptcy. As such, a key protective benefit in exchange for our management of the Field Entities has been rendered effectively worthless. The continued involvement of the directors and officers is critical to finalizing the Field Entities' restructuring.

58. The Proposal Trustee has advised that it supports the Release.

VIII. WEPPA

59. As of April 2026, Field Canada employed approximately 132 employees, of which 64 are unionized members of the International Association of Machinists and Aerospace Workers.

60. As a result of the Field Entities' liquidity constraints arising from their reduced cash position and defaults under the Credit Agreement, Field Canada was required to lay off nearly all of its employees on April 10, 2026. Given the circumstances of the NOI Proceedings, the reduced operations of Field Canada, and the anticipated DHC/PAL Transactions , Field Canada intends to terminate such employees, subject to any employees that may be retained to assist with the Draken Program, restructuring process, the SISP, completion of the DHC/PAL Transactions or related wind-down activities.

61. I understand that the Wage Earner Protection Program ("**WEPP**") is a federal program that provides eligible employees with payments in respect of certain unpaid wages, vacation pay, termination pay and severance pay where their employer becomes subject to an insolvency proceeding.

62. Field Canada is seeking relief pursuant to sections 5(1)(b)(iv) and 5(5) of WEPPA, declaring that Field Canada meets the criteria prescribed by section 3.2 of the *WEPP Regulations*. Such declaration would allow eligible former employees of Field Canada whose employment has ended in connection with these NOI Proceedings to apply for payments under WEPP in accordance with the requirements of WEPPA.

63. The Labour Program of Employment and Social Development Canada, the Government of Canada agency responsible for administering WEPP has been added to the service list for this Motion and will be served with the Motion Record.

IX. AUTHORIZATION TO BANKRUPT FIELD ENTITIES

64. The proposed Distribution and Extension Order authorizes the Proposal Trustee to file an assignment in bankruptcy in respect of any of the Field Entities. Upon closing of the Transactions, completion of the Draken Program, and any other ancillary steps (including, as discussed above, pursuing and completing additional sales), the Proposal Trustee may determine that it is appropriate to terminate these NOI Proceedings by filing an assignment in bankruptcy. This would permit any future recoveries and claims in respect of the Field Entities to be conducted in an efficient manner, in the context of a bankruptcy proceeding.

X. PROPOSAL TRUSTEE'S ACTIVITIES, REPORTS AND FEES

65. The Field Entities are also seeking approval of the First Report and Second Report, as well as the activities of the Proposal Trustee described therein.

66. Throughout the NOI Proceedings, the Proposal Trustee has worked closely with the Field Entities, the CRO, Wells and other stakeholders in carrying out its statutory duties and assisting with the restructuring process. Among other things, the Proposal Trustee has

implemented the SISP, monitored the Field Entities' business and financial affairs, provided reports and recommendations to the Court, and assisted in advancing the Transactions and the other relief sought on this motion.

67. The Proposal Trustee's involvement has been instrumental in preserving value for the Field Entities' stakeholders and facilitating the restructuring efforts undertaken during these NOI Proceedings. I believe that the activities described in the First Report and the Second Report were reasonable, appropriate and undertaken in furtherance of the restructuring process.

68. The Field Entities are also seeking approval of the fees and disbursements of the Proposal Trustee and its legal counsel, as described in the Second Report. I understand that the fees and disbursements were incurred in connection with the Proposal Trustee's administration of these proceedings and the services provided by its counsel. I believe that the fees and disbursements are fair and reasonable in the circumstances.

XI. CONCLUSION

69. The Field Entities have been and continue to act in good faith and with due diligence. In my view, granting the relief described herein is in the best interests of the Field Entities and their stakeholders, and is supported by the Proposal Trustee and Wells.

SWORN before me by John W. Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto in the Province of Ontario, on July 17, 2026, in accordance with *O. Reg 431/20, Administering Oath or Declaration Remotely*

A Commissioner for taking affidavits	*John Mactaggart* **JOHN MACTAGGART**

INES FERREIRA

This is Exhibit “A” referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC.

Court File No.: BK-26-03382853-0032
Estate No.: 32-3382853

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION EAST LTD.

AFFIDAVIT OF JOHN W. MACTAGGART
Sworn June 6, 2026

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Court No.:___________

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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION EAST LTD.

AFFIDAVIT OF JOHN W. MACTAGGART
Sworn June 6, 2026

I, **JOHN W. MACTAGGART,** of the City of Cincinnati, in the State of Ohio, **MAKE OATH AND SAY:**

I. OVERVIEW

1. I am a director of Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**"), and as such, have knowledge of the matters set out herein. Where I rely on the information or belief of others, I state the source and verily believe same to be true.

2. On June 5, 2026, the Field Entities filed notices of intention to make a proposal (the "**NOI Proceedings**") with the Official Receiver, pursuant to section 50.4(1) of the *Bankruptcy*

and Insolvency Act (Canada) (the "**BIA**"). KSV Restructuring Inc.[1] was appointed as proposal trustee (in such capacity, the "**Proposal Trustee**") under the NOI Proceedings. Attached hereto as Exhibit "**A**" are copies of the certificates of filing issued by the Official Receiver in respect of Field Canada and Field East, respectively.

3. Field Canada is an aerospace engineering and modification company that designs, integrates and certifies aircraft special mission systems and structural modifications for government and commercial operators (the "**Business**"). Field East is a non-operating, wholly owned subsidiary of Field Canada. Field Canada and Field East are each registered with Transport Canada as the holder of certain government approvals to modify aircrafts, which have commercial re-sale value within the aviation industry.

4. The Field Entities have a single secured lender, Wells Fargo Capital Finance Corporation Canada ("**Wells Capital**") and its agent, Wells Fargo Bank, National Association (in such capacity, "**Wells Bank**" and together with Wells Capital, "**Wells**"). The Field Entities, jointly and severally with a U.S. affiliate, owe approximately \$6.1 million, plus accrued and accruing interest, costs and fees (totalling approximately \$8.1 million in the aggregate) (the "**Secured Indebtedness**") to Wells Capital pursuant to the Credit Agreement (defined below).

[1] Effective June 1, 2026, the parent company of KSV Restructuring Inc. ("**KSV**") was acquired by an affiliate of AlixPartners, Inc., following which KSV changed its name to AlixPartners Restructuring, Inc. and KSV's name was substituted in all of its ongoing Court appointments pursuant to a Court Order dated June 3, 2026. On June 5, 2026, the Office of the Superintendent in Bankruptcy approved the changes to KSV's corporate structure and name and due to the timing, the certificates of filing were issued in the name of KSV. The professionals involved in this mandate from the outset remain unchanged.

5. In April 2026, the Field Entities defaulted under the Credit Agreement, resulting in certain protective steps being taken by Wells. Since that time, the Field Entities, with the support of the Proposal Trustee, have worked collaboratively with Wells on a multi-faceted path forward to restructure their affairs and repay the Secured Indebtedness, including the appointment of a chief restructuring officer and negotiating the terms of an interim financing agreement, stalking horse asset purchase agreement and a certain customer accommodation agreement that will provide necessary liquidity to the Field Entities during the NOI Proceedings.

6. The main purpose of the NOI Proceedings is to provide the Field Entities with an opportunity to identify a purchaser for the Field Entities' assets or the Business through a proposed stalking horse sales process administered by the Proposal Trustee.

7. In this regard, with the support of the Proposal Trustee and Wells, the Field Entities seek the following relief on the motion returnable June 12, 2026:

   (a) an order (the "**DIP Approval and Extension Order**"), substantially in the form included at Tab 3 of the Motion Record, among other things:

      (i) extending the time to file a proposal with the Official Receiver, and the attendant stay of proceedings, by 45 days up to and including August 19, 2026 (the "**Stay Extension**") pursuant to s. 50.4(9) of the BIA;

      (ii) administratively consolidating the NOI Proceedings of Field Canada and Field East;

      (iii) authorizing Field Canada to continue to utilize the central cash management system currently in place, as described herein, or to replace it with another substantially similar cash management system, and authorizing the financial institutions providing such cash management services to continue doing so in the ordinary course without incurring liability in connection therewith;

(iv) approving (i) the interim financing term sheet (the "**DIP Term Sheet**"), dated June 5, 2026 between Field Canada, as borrower, Field East, as guarantor, and Wells Capital, as interim lender (in such capacity, the "**DIP Lender**"), and Wells Bank, as agent for the DIP Lender (in such capacity, the "**DIP Agent**"); and (ii) the sixth amendment and forbearance agreement dated June 5, 2026 between Field Canada and ASES, LLC ("**ASES**"), as co-borrowers, Field Aerospace Inc., as parent, and Wells, as lender (the "**Sixth Amendment and Forbearance**");

(v) approving the Draken Accommodation Agreement and Data Transfer Agreement (each as defined and described below);

(vi) approving, *nunc pro tunc*, the engagement of Riveron Management Services, LLC as Field Canada's chief restructuring officer (the "**CRO**");

(vii) approving Field Canada's key employee retention plan ("**KERP**"), providing for retention bonuses in favour of certain key personnel, and a sealing order in respect thereof;

(viii) granting the following charges (the "**Charges**") on the current and future assets, undertakings and properties of the Field Entities (the "**Property**") listed in order of priority:

(1) *First*, an "**Administration Charge**" in favour of the Proposal Trustee, counsel for the Proposal Trustee, the CRO and counsel for the Field Entities in the maximum amount of $300,000;

(2) *Second*, a "**DIP Lender's Charge**" in favour of the DIP Agent and DIP Lender up to the maximum principal amount available under the DIP Term Sheet, plus interest, fees, and costs;

(3) *Third*, a directors' and officers' charge (the "**Directors' Charge**") in favour of the directors and officers of the Field Entities up to the maximum amount of $725,000 during the stay period, subordinated to any valid and enforceable security interests against the Field Entities in favour of Wells including in respect of the Secured Indebtedness; and

(4) *fourth*, a KERP Charge in the maximum amount of US$207,000, which KERP Charge shall be subordinated to any valid and enforceable security interests against the Field Entities in favour of Wells, including in respect of the Secured Indebtedness;

(b) an order (the "**SISP Order**") substantially in the form included at Tab 4 of the Motion Record, among other things:

(i) approving and authorizing the Proposal Trustee and the Field Entities to implement a proposed sale and investment solicitation process for the Property and/or Business (the "**SISP**");

(ii) approving a binding stalking horse asset purchase agreement dated June 5, 2026 (the "**Stalking Horse Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited ("**DHC**") and PAL Aerospace Ltd., ("**PAL**", and together with DHC, the "**Stalking Horse Bidders**") as purchasers, solely for the purpose of serving as the Stalking Horse Bid (as defined in the SISP) under the SISP; and

(iii) approving the Bid Protections (as defined below) payable to the Stalking Horse Bidders pursuant to the terms of the Stalking Horse Agreement, and granting an associated charge (the "**Transaction Charge**") in favour of the Stalking Horse Bidders in the amount and priority set out in the SISP Order.

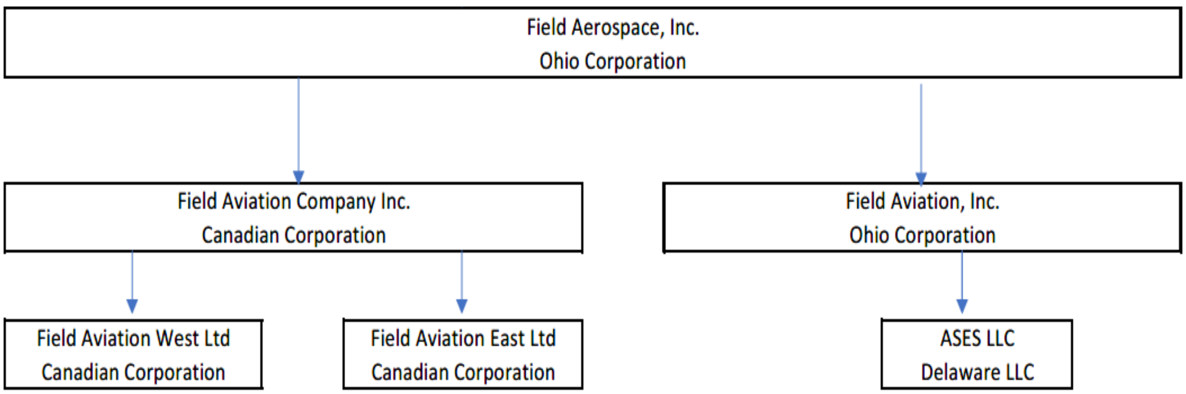
II. BACKGROUND

A. Corporate Structure

8. Field Canada is a corporation governed by the laws of the Province of Alberta, with its principal place of business located in Toronto, Ontario. The vast majority of Field Canada's physical operations are conducted in a 40,000 square foot hangar and adjacent office located beside Pearson Airport (the "**Premises**"). Attached hereto as Exhibit "**B**" are copies of Field Canada's Alberta and Ontario corporate profile reports.

9. Field East is a corporation governed by the laws of the Province of Alberta. It is a non-operating, wholly owned legacy subsidiary of Field Canada and the registered owner of certain Supplemental Type Certificates ("**STCs**") being sold as part of the Stalking Horse Agreement. These certificates are stored at the Premises. Attached hereto as Exhibit "**C**" are copies of Field East's Alberta and Ontario corporate profile reports.

10. The Field Entities have operated in the Canadian aviation industry since 1947 and are part of a broader corporate group that also offers aviation engineering services in the United States through affiliated U.S. companies (together, the "**Field Group**"), including the parent company of Field Canada, Field Aerospace, Inc., and an affiliate, ASES. The organization chart for the Field Group is shown below:



11. The only other Canadian entity of the Field Group, Field Aviation West Ltd., is also a non-operating, wholly owned legacy subsidiary of Field Canada that has no employees, assets or liabilities.

B. The Business

12. The Field Group provides specialized aviation services through its operations in Canada and the United States, including the design, manufacture, installation, testing, and certification of aircraft and aircraft systems.

13. Field Canada carries on an aircraft maintenance, modification, and manufacturing business, including aircraft conversions, mission-specific integrations, certification services, and the manufacture of aircraft parts and components. A significant aspect of Field Canada's business is the development, ownership, and commercialization of STCs, which are regulatory approvals that supplement an aircraft's original type certificate by

authorizing modifications to the aircraft's approved design. STCs permit the installation and certification of proprietary aircraft upgrades and mission systems and are used by commercial, governmental, and special-mission operators in Canada and internationally.

14. The evolution of the Business is set out in the following timeline:

(a) **1950s:** Field Canada expanded its aircraft maintenance operations, establishing facilities in Calgary and Mississauga. The Calgary facility supported aircraft used in oil and gas exploration, while the Mississauga facility focused on aircraft modifications for aerial photography and survey operations.

(b) **Late 1980s:** Field Canada entered the aircraft parts manufacturing business, initially producing airframe components for out-of-production aircraft and later expanding into a broader manufacturing operation serving both legacy and current aircraft platforms.

(c) **Late 1990s:** Field Canada developed a special mission aircraft platform based on the Bombardier Dash 8 and subsequently became a recognized leader in Dash 8 aircraft modifications.

(d) **Early 2000s:** Field Canada expanded its special mission capabilities by developing a platform based on the Bombardier Challenger aircraft, delivering 11 aircraft to five international customers.

(e) **2014:** Field Canada sold its Calgary aircraft hangars and consolidated aircraft maintenance and modification operations in Mississauga, while continuing its parts manufacturing business from a dedicated facility in Calgary.

(f) **2024:** Field Canada sold its parts manufacturing business in Calgary to DHC.

15. Presently, Field Canada primarily operates out of the Premises, hosting four key business activities: (i) special mission aircraft solutions; (ii) interior reconfigurations; (iii) cargo modifications and aircraft modification kits; and (iv) avionics sales and a workshop space.

C. Regulatory Context

16. The work performed by the Field Entities is highly regulated to ensure that modifications to aircraft are safe. The governing body within Transport Canada is the Transport Canada Civil Aviation ("**TCCA**"), which is tasked with approving aircraft designs, modifications, and the certification of personnel performing such work. TCCA sets and enforces safety standards. These standards are set out in the Canadian Aviation Regulations ("**CARs**"), which governs the certification, maintenance, modification, registration, and operation of aircraft.

17. Under the CARs, any modification to an aircraft that constitutes a change to its approved type design must be approved in accordance with regulatory requirements. Major modifications require design approval prior to incorporation into an aircraft. One of the means of obtaining such approval is through the issuance of STCs by TCCA. An STC constitutes an approval of a change to the original type design and confirms that the modified product complies with airworthiness standards.

18. Field East is authorized by TCCA, pursuant to its designation as a Design Approval Organization ("**DAO**"), to perform aircraft modifications and approve aircraft modification design activities, including engineering analyses and compliance assessments relating to changes to approved type designs. Field East also holds the designation of Approved

Maintenance Organization ("**AMO**") which permits it to perform and certify aircraft maintenance activities in accordance with the CARs.

19. The importance of the DAO and AMO designation is that, together, they position Field East, on behalf of the Field Entities, to provide an integrated capability bridging the design, regulatory approval, installation, certification, and ongoing maintenance of aircraft modifications that are the subject of STCs.

20. Accordingly, a substantial portion of the Field Entities' work requires STCs. The Field Entities apply for STC approval in advance of and throughout the modification and certification process, with TCCA issuing the STC upon completion of the required design, testing, and compliance review. Upon issuance, the STC is issued to the applicable Field Entity as applicant, and it thereby becomes the STC holder. As STC holder, the Field Entity retains control over the approved modification design data and associated certification rights, together with any related intellectual property rights owned by the Field Entities. As a result, the Field Entities currently hold several STCs forming part of the Field Entities' Property for the purpose of the SISP. STCs are transferable with approval of TCCA.

21. As at the date of this affidavit, the Field Entities have ceased ongoing work on the STCs given their liquidity constraints.

D. Assets, Liabilities and Creditors

22. The Field Entities are insolvent, both from a balance sheet and cash flow perspective. Attached hereto as **Exhibit "D"** is a copy of Field Canada's most recently prepared balance sheet and statement of profit and loss, which demonstrate that, as at March 31, 2026, Field

Canada's total liabilities, in the amount of approximately $17.2 million, exceeded its assets, in the amount of approximately $11.9 million.

23. Field East is a non-operating wholly owned subsidiary of Field Canada and therefore does not have operating income (loss). Its only known liabilities are to Wells as guarantor of the Secured Indebtedness and its only assets are certain STCs registered in its name with TCCA (certain of which are included as purchased assets in the proposed Stalking Horse Agreement).

a. Secured Creditors

24. Pursuant to searches conducted under the Alberta and Ontario Personal Property Security Registries, attached hereto as **Exhibit "E"**, Field Canada has two registered secured creditors, as set out in the table below:

Secured Creditor	Registration Date (Expiry)	Collateral Classification/ Description
Ontario		
Wells Fargo Bank, National Association	January 6, 2021 (January 6, 2031)	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
VW Credit Canada Inc.	September 14, 2023 (September 14, 2028)	Equipment, Other, Motor Vehicle included **Amount:** $151,747. 30 **V.I.N.:** WUAPCBF23PN905522
Alberta		
Wells Fargo Bank, National Association	January 6, 2021 (January 6, 2031)	**Collatera**l: General **Description**: All of the Debtor's present and after-acquired personal property

25. Pursuant to searches conducted under the Alberta and Ontario Personal Property Security Registries, attached hereto as **Exhibit "F"**, Wells Capital is the only registered secured creditor of Field East:

Secured Creditor	Registration Date (Expiry)	Collateral Classification/ Description
Ontario		
Wells Fargo Bank, National Association	June 2, 2026 (June 2, 2031)	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Alberta		
Wells Fargo Bank, National Association	June 2, 2026 (June 2, 2031)	**Collateral**: General **Description**: All of the Debtor's present and after-acquired personal property

26. As of the date of this affidavit, the Field Entities do not owe any tax liabilities.

i. Credit Agreement and Secured Indebtedness to Wells Capital

27. Pursuant to a credit agreement dated January 29, 2021, as amended September 20, 2021, April 28, 2022, November 14, 2022, October 5, 2023, June 20, 2024 and most recently on June 5, 2026 pursuant to the Sixth Amendment and Forbearance (as amended, the "**Credit Agreement**") between, among others, Wells Bank, as Agent and U.S. lender, Wells Capital, as Canadian lender, Field Canada, as Canadian Borrower, and ASES, as U.S. Borrower (each as defined therein), certain lenders made available a senior asset-based revolving credit facility comprised of a U.S. revolving credit facility and a Canadian revolving credit facility, with maximum availability thereunder up to US$10 million, as determined by the applicable borrowing base and the terms of the Credit Agreement. Attached hereto as **Exhibit "G"** is a copy of the Sixth Amendment and Forbearance, which exhibits a complete copy of the original Credit Agreement, as amended.

28. Both Field Canada and ASES are co-borrowers under the Credit Agreement and are jointly and severally liable for the obligations owing thereunder.

29. As security for the performance of its obligations under the Credit Agreement, Field Canada granted in favour of Wells Capital and Wells Bank an interest in all of its present and after-acquired personal property pursuant to each a Canadian and U.S. Guaranty and Security Agreement, each dated January 29, 2021 (together, the "**Security Agreements**"). Field East executed joinders to the Security Agreements on June 5, 2026 (the "**Joinders**"). Attached hereto as **Exhibit "H"** are copies of the Security Agreements and Joinders.

b. Unsecured Creditors

30. As of today's date, Field Canada's total unsecured indebtedness is approximately $10.7 million. Field Canada's unsecured creditors consist of unpaid termination and severance in respect of certain terminated employees and parties owed amounts in the ordinary course of business, including trade creditors, service providers, and other claimants, whose claims are not secured by any security interest in Field Canada's property. Further, approximately $2.4 million owing to Export Development Canada.

31. As of the date of this affidavit, Field East has no unsecured creditors.

c. Contingent Creditors

32. Field Canada has certain contingent liabilities pursuant to litigation claims against it, or potential claims that may be asserted.

i. Bombardier v. Field Canada

33. Field Canada's most significant contingent liability arises from litigation commenced by Bombardier Inc. ("**Bombardier**") in the Quebec Superior Court (the "**Quebec Court**") in May 2019 relating to aircraft modification work performed under a Master Agreement and Sub-Agreement for a CRJ700 aircraft. Bombardier alleges delay and breach of contract

and currently seeks damages of approximately $38 million. Field Canada denies liability, maintains that the delays were caused by Bombardier, and disputes Bombardier's alleged entitlement to damages.

34. The proceedings were bifurcated, with the first phase addressing the enforceability of a September 2017 Conditional Settlement Agreement entered into by the parties. On August 11, 2025, the Quebec Court ruled that the Conditional Settlement Agreement was void *ab initio*. The litigation has since proceeded to the second phase, which concerns Bombardier's damages claims. Prior to the commencement of the NOI Proceedings, the parties were scheduled to complete their exchange of expert reports and examinations by August 2026.

35. Due to Field Canada's liquidity constraints, on May 25, 2026, its counsel issued a notice withdrawing from the record, and on May 28, 2026, Bombardier served a Notice to Appoint a New Lawyer requiring Field Canada to retain replacement counsel within ten days.

ii. Aerotek ULC vs. Field Canada

36. Aerotek ULC ("**Aerotek**") is a staffing company that supplies temporary contract workers, including skilled aviation technicians, to industrial and aviation clients. Under a written Services Agreement with Field Canada, Aerotek provided contract workers between November 2025 and April 2026 to perform aircraft servicing and repair work.

37. Aerotek issued invoices to Field Canada and payment was due within 30 days. On May 8, 2026, Aerotek commenced an action by way of statement of claim, alleging breach of contract and damages in the amount of $603,191.74 plus interest and costs.

iii. Mistry v. Field Canada

38. On May 14, 2026, Riya Mistry, a former Sales Administrator of Field Canada, commenced an action against Field Canada alleging wrongful dismissal arising from the termination of her employment on April 10, 2026, which she claims constituted a constructive dismissal and breach of her employment contract. The claim arises from a temporary layoff implemented by Field Canada due to its liquidity constraints, as further described below.

39. Ms. Mistry seeks damages based on 24 months' reasonable notice, including approximately $141,775 for lost salary and RRSP matching contributions, together with additional amounts for lost benefits, vacation pay moral damages of $50,000, interest, and costs.

iv. UKRI

40. At the Premises, there remains a Dash 8 aircraft governed by the Aircraft Procurement & Services Agreement between United Kingdom Research and Innovation ("**UKRI**") and Field Canada dated March 17, 2022 (the "**UKRI Agreement**"). The contracted work on the Dash 8 would take an additional approximate 10-12 months to complete. Field Canada and UKRI have been engaging in ongoing discussions regarding its delivery and disposition, including potential outcomes such as completion of the aircraft, recovery of value from existing assets, and alternative arrangements in respect of other contractual deliverables.

41. Field Canada advised UKRI that it could not complete the aircraft under the UKRI Agreement given the estimated time and cost required to do so, and that any completion

would require continued cooperation among the parties, and potentially a third party, particularly if assets were sold before the remaining work was completed.

42. By letter dated April 24, 2026, UKRI advised Field Canada, among other things, that it would not waive any rights or remedies related to delay of the completion of the UKRI Agreement. UKRI has further advised Field Canada that it is exercising its right to claim liquidated damages and demand immediate payment of US$955,000.

43. As of the date of this affidavit, the parties have not yet agreed on a mutually acceptable plan forward, and discussions remain ongoing.

E. Events Leading to Financial Distress

44. As an aviation company, Field Canada's business was significantly disrupted by the onset of the COVID-19 pandemic, particularly its Calgary-based parts manufacturing business, which had historically been a core and stable source of profitability and cash flow.

45. The deleterious consequences of the pandemic on the Business were exacerbated by (i) litigation with Bombardier and the resulting reduction in business opportunities associated with certain aircraft platforms; (ii) significant increases in rent for the Premises; and (iii) workforce and operational challenges, each as described below.

a. Pandemic-related challenges

46. At the outset of the COVID-19 pandemic, Field Canada maintained a strong order book. Demand deteriorated rapidly, however, as customers invoked force majeure provisions and cancelled existing orders. As a result, Field Canada was left with significant inventory and work in progress intended for cancelled programs and lost the revenues expected from its parts manufacturing business.

47. Although government support programs and cost reduction measures mitigated immediate losses, the parts manufacturing business did not recover and was ultimately sold to DHC in 2024, eliminating a historically significant source of earnings and cash flow.

48. The pandemic also adversely affected Field Canada's Mississauga operations. Pandemic-related restrictions, labour shortages, and delays in the return of employees to the workplace reduced productivity and efficiency.

49. Although Field Canada secured several significant programs in 2022 and 2023, including work for FR Aviation Limited, trading as Draken Europe ("**Draken**"), and UKRI as discussed above, the revenues generated from those programs did not replace the earnings previously generated by the manufacturing business. Since 2023, Field Canada has not secured any major new customers.

b. Bombardier Dispute and Ensuing Litigation

50. Another significant impact on the business arose from the dispute with Bombardier, described above, which disrupted a long-standing relationship involving multiple Dash 8 modification programs. During this period, Bombardier ceased production of the Dash 8 and divested its commercial aircraft businesses to focus on its business aircraft segment. This resulted in a broader market shift further reducing opportunities to Field Canada.

c. Significant rent spikes

51. Concurrently, Field Canada experienced a significant increase in occupancy costs at its Mississauga facility following a change in ownership of its landlord in 2021. Following that change, the landlord implemented substantial rent increases. In particular, annual rent per annum almost doubled from approximately $1,540,000 in 2021 to approximately

$3,400,000 in 2022, with 5% annual increases thereafter. Rent has since risen to $5,400,000 annually. Attached hereto as **Exhibit "I"** is a copy of the lease agreement.

52. Field Canada unsuccessfully sought a replacement facility out of which to operate.

d. Employee attrition

53. Field Canada has also expended efforts to reduce its financial distress by initiating a business improvement plan in 2022 which was implemented to improve control and forecasting of fixed-price prototype programs. Key performance indicators for on-time and on-budget delivery were broken down into lower-level metrics to increase visibility of program performance, supported by enhanced reporting tools, scorecards, and more frequent monthly program reviews.

54. In addition, as performance continued to decline, Field Canada implemented cost reduction measures, including workforce reductions, termination of contractors, and tighter control of overtime. Supplier payments were also deferred as part of cash preservation efforts.

55. As a result of these cost cutting measures, there was high turnover within program management functions, including managers, planners, and supervisors, which contributed to a lack of continuity and further operational instability with completing projects.

e. Protective Measures taken by Wells Capital

56. The foregoing events resulted in severe liquidity constraints and breaches of Field Canada's borrowing base covenants under the Credit Agreement.

57. On April 6, 2026, Wells Capital delivered a notice of default (the "**Notice of Default**") listing several defaults pursuant to the Credit Agreement and reserving all rights, remedies, powers and privileges under the Credit Agreement without further notice or demand.

58. Also on April 6, 2026, Wells Bank commenced daily sweeps of Field Canada's accounts with Wells Capital to reduce its overadvance position and blocked Field Canada's ability to access the credit facility. Field Canada was also unable to use collections from its accounts receivable to fund ordinary-course operating expenses, including payroll, supplier payments and other working capital requirements. The resulting liquidity crisis required Field Canada to immediately freeze operations and implement temporary layoffs while it attempted to negotiate a path forward with Wells Capital. Pursuant to a limited overadvance letter agreement dated April 16, 2026 (the "**Overadvance Agreement**"), Wells supported limited operations of Field Canada and ASES after April 6, 2026 and worked with them to facilitate the negotiation of the Stalking Horse Agreement and a path to these NOI Proceedings. The negotiations ultimately culminated in Wells' support in respect of these NOI Proceedings.

59. Attached hereto as **Exhibit "J"** is a copy of the Notice of Default and Overadvance Agreement.

F. Employee Matters

60. Field Canada's employees consist primarily of aircraft technicians, inspectors, aerospace engineers, project managers, planners, material handlers, and administrative / support staff.

61. Over the past several years, Field Canada's workforce has declined significantly as a result of reduced program volume and changes in the mix of work being performed. Total headcount decreased from 270 employees in January 2024, including manufacturing staff who transferred to DHC in March 2024, to 132 employees by April 2026. 59 of Field

Canada's 132 employees are unionized members of the International Association of Machinists and Aerospace Workers.

62. As mentioned, as a result of the liquidity constraints arising from its reduced cash position due to its defaults under the Credit Agreement, Field Canada was forced to temporarily lay off nearly all of its employees on April 10, 2026.

63. As of May 4, 2026, certain critical employees have been recalled to facilitate the completion of the Draken Program (as defined and discussed in more detail below).

64. Field Canada maintains certain employee compensation and benefit arrangements in the ordinary course of business, including a group RRSP program and insured health and dental benefit plans for eligible employees. Participation in the group RRSP program is mandatory for unionized employees and optional for salaried employees. Field Canada also remits employee source deductions and payroll-related obligations, including statutory deductions, in the ordinary course. As of the date of this affidavit, there are no outstanding or unremitted amounts in respect of such arrangements. Vacation payouts do not constitute pensionable or RRSP-eligible earnings under the applicable plans.

III. PRE-FILING RESOLUTION WITH WELLS

65. Following the receipt of the Notice of Default, the Field Entities, with the assistance of the Proposal Trustee, entered into discussions with Wells regarding a path forward. Those discussions resulted in: (i) a temporary overadvance accommodation and weekly budget funding from Wells Capital pursuant to the Overadvance Agreement, which also required the engagement of the CRO along with other terms; (ii) a proposed forbearance and interim financing arrangement with Wells Capital; (iii) a funding arrangement with Draken to

permit completion of the Draken Program; and (iv) the Stalking Horse Agreement with DHC and PAL.

66. On April 16, 2026, pursuant to the Overadvance Agreement, Wells Bank, for itself and on behalf of Wells Capital, agreed to permit a temporary overadvance of up to US$1.5 million to fund payroll and certain professional costs. Following the implementation of that accommodation, Wells Bank continued to fund Field Canada's limited operations pursuant to weekly budgets and cash flow reporting requirements while the parties negotiated longer-term arrangements.

67. As a condition of these accommodations, Wells required the engagement of Riveron Management Services, LLC as chief restructuring officer. The CRO was retained on April 21, 2026 and has since assisted management, Wells Capital and the Proposal Trustee with liquidity monitoring, cash flow forecasting, stakeholder communications, and the development of restructuring alternatives.

68. The parties subsequently documented their restructuring arrangements in the Sixth Amendment and Forbearance. Among other things, this agreement:

(a) confirms Field Canada’s and ASES’s existing defaults under the Credit Agreement;

(b) provides for a temporary forbearance by Wells Capital from exercising enforcement remedies until after July 31, 2026, subject to compliance with specified milestones and reporting requirements;

(c) requires the continued engagement of the CRO and the provision of enhanced financial reporting, including cash flow forecasts and variance reporting;

(d) establishes a framework pursuant to which Canadian operations are to be funded through the proposed DIP Facility while U.S. operations continue to be funded under the existing credit facilities; and

(e) provides the Field Group with the time and liquidity necessary to pursue a sale process and complete the Draken Program.

69. The Sixth Amendment and Forbearance comes into effect upon the satisfaction of certain conditions precedent, including, among other things, the granting of the DIP Approval and Extension Order, which seeks approval of the Sixth Amendment and Forbearance.

70. During this same period, Field Canada negotiated an arrangement with Draken to fund the completion of the Draken Program, along with the transfer of related data, and negotiated the Stalking Horse Agreement with DHC and PAL. These developments, together with the proposed forbearance and interim financing arrangements with Wells Capital, formed the basis for the commencement of these NOI Proceedings and the relief sought on this motion.

IV. RELIEF SOUGHT

A. Approval of Draken Accommodation Agreement

71. At the time of the commencement of the NOI Proceedings, Field Canada had two material service contracts. One of these was an Aircraft Modification Services Contract with Draken bearing Contract No. 21-4610, as amended by certain Contract Change Orders and Additional Work Requests (collectively, the "**Draken Contract**") for the modification services with respect to two Challenger CL-604 Aircraft (the "**Draken Program**"). Attached hereto as **Exhibit "K"** is a copy of the Draken Contract.

72. Although one of the two aircraft had been successfully delivered by Field Canada to Draken, the second aircraft is at the Premises and would require approximately three months of work to be completed. Given the liquidity restraints, Field Canada had to cease work on the Aircraft in April 2026.

73. On April 16, 2026, Draken delivered a letter of principles (the "**Draken Principles Letter**") to Field Canada offering to provide certain funding to complete the work under the Draken Contract with a completion date targeted for approximately July 17, 2026. Attached hereto as **Exhibit "L"** is a copy of the Draken Principles Letter.

74. As part of the Draken Principles Letter, Draken offered to fully fund Field Canada's associated labour, infrastructure, and facility costs on a cost-plus basis to complete the Draken Program. Accordingly, and pursuant to and since the Draken Principles Letter, Draken has paid to Field Canada (i) an initial payment of outstanding accounts receivable of approximately US$655,512, (ii) the amount of US$836,012 on April 22, 2026 to fund specified payroll and other costs of Field Canada associated with the Draken Program for a period of three (3) weeks (being the week of April 22, 2026, along with the last two weeks of such costs for the Program), and (iii) US$278,671 on each of April 28, 2026, May 5, 2026, May 12, 2026, May 19, 2026, May 26, 2026 and June 2, 2026 to fund specified payroll and other costs of Field Canada associated with the Draken Program in those applicable weeks. This has provided Field Canada with the necessary liquidity to recall employees to work on the Draken Program and work toward its completion, with the support of Wells.

75. The Draken Principles Letter was ultimately memorialized in an agreement dated June 5, 2026, between Field Canada, Draken, the DIP Agent, DIP Lender, and ASES (the "**Draken Accommodation Agreement**"), a copy of which is attached hereto as **Exhibit "M"**.

76. The salient terms of the Draken Accommodation Agreement are as follows:

(a) Field Canada and ASES, with the support of the DIP Lender, and in consultation with the Proposal Trustee, have agreed that advances from Draken will be received and applied solely for permitted purposes which include:

(i) payment of wages for employees dedicated exclusively to the Draken Program;

(ii) funding of ongoing infrastructure and facility costs required to support the program, including payment for certain shared services provided to Field Canada; and

(iii) a one-time completion bonus to those designated employees who remain employed through delivery of the aircraft to Draken with a bonus equal to three months' salary (the "**Completion Bonuses**"). If delivery occurs after the targeted completion date (being July 17, 2026), the Completion Bonus would be reduced by 10% for each week of delay. Pursuant to the terms of the Draken Accommodation Agreement, the Completion Bonuses will be funded entirely by Draken to the Proposal Trustee for distribution to the designated employees;

(b) Field Canada, together with ASES, must provide the DIP Lender with a breakdown of expenditures following each weekly payment and must also provide evidence to

Draken and the DIP Lender that such payments were used in accordance with the permitted purposes;

(c) Draken will appoint an on-site representative to provide oversight and support for completion of the Draken Program, and Field Canada must cooperate with reasonable information requests from such representative;

(d) Following completion of the Draken Program, the parties will engage in a reconciliation process; and

(e) Field Canada must keep Draken informed of material developments, operate in accordance with the Draken Accommodation Agreement and operating plan and promptly notify Draken of any issues that could adversely affect the project.

77. The Draken Accommodation Agreement is a critical component of the Field Entities' restructuring strategy. It provides the funding necessary to complete a significant program for a key customer, while ensuring the employment of certain personnel along with incentive bonuses.

78. Separately, Draken has also requested a transfer of certain intellectual property including data, designs and drawings currently held by Field Canada that are specific to the modification of Draken's C-604 aircraft. In consideration for this transfer, Draken has agreed to pay Field Canada consideration in the amount of US$800,000. This is reflected in a Data Transfer Agreement between Field Canada and Draken dated June 5, 2026 (the "**Data Transfer Agreement**"), a copy of which is attached hereto as **Exhibit "N"**.

B. DIP Term Sheet & DIP Lender's Charge

79. The Field Entities, DIP Lender and DIP Agent, executed the DIP Term Sheet on June 5, 2026,[2] pursuant to which the DIP Lender agreed to provide the DIP Facility to Field Canada, up to a maximum amount of US$2.5 million, based on the Maximum DIP Availability therein, subject to certain conditions including that the Field Entities obtain an Order in these NOI Proceedings granting the DIP Lender's Charge (to the maximum principal amount outstanding under the DIP Term Sheet, plus interest, fees and costs) in super priority to all encumbrances other than the Administration Charge. A copy of the DIP Term Sheet is attached hereto as **Exhibit "O".**

80. The Proposal Trustee supports the terms of the DIP Term Sheet. The DIP Term Sheet is conditional on Court approval.

81. The DIP Term Sheet requires that the Field Entities close a transaction by no later than July 31, 2026, and contemplates, among other things, the following:

    (a) the DIP Lender agrees to provide to Field Canada a revolving credit facility with multiple draw availability in a maximum principal amount of US$2.5 million (subject to the Maximum DIP Availability thereunder);

    (b) the DIP Lender agrees to make loan advances in accordance with the maximum amounts permitted as prescribed by the Credit Agreement <u>plus</u> a permitted overadvance amount of up to US$4.3 million.

    (c) Field East is a guarantor;

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[2] Capitalized terms not otherwise defined herein have the meaning ascribed to them in the DIP Term Sheet.

(d) as security for the Field Entities' obligations under the DIP Facility, the DIP Agent and DIP Lender will be granted a DIP Lender's Charge as described above;

(e) a Commitment Fee and Exit Fee, each in the amount of US$41,250; and

(f) advances under the DIP Facility accrue at the rates applicable to equivalent Canadian revolving loans under the Credit Agreement, plus 2% per annum, as stipulated by the Sixth Amendment and Forbearance (the "**Applicable Rate**"); and any overdue interest, fees and DIP facility expenses accrue interest at the Applicable Rate plus 3.5% per annum.

82. The primary purpose of the DIP Facility is to fund payroll obligations and other working capital requirements of Field Canada to allow it to implement the SISP to maximize recoveries for the benefit of the Field Entities' stakeholders, subject to Court approval.

83. In accordance with the requirements under the DIP Term Sheet, the Field Entities also seek to secure the DIP Lender's Charge on all the Property to rank in priority to all other Charges, other than the Administration Charge.

84. The DIP Term Sheet, DIP Facility and DIP Lender's Charge are reasonable and serve to enhance the prospects of the Field Entities' restructuring. Without this liquidity, the Field Entities would be unable to fund the costs of these NOI Proceedings, among other things.

C. Cash Management System

85. The Field Group utilizes a centralized cash management system under its existing asset-based lending facility with Wells Capital, which includes both Canadian-dollar and U.S.-dollar sub-facilities. Customer collections are remitted into accounts subject to the control

of Wells Bank and are swept on a daily basis and applied against the applicable obligations under the existing facilities. Funds are then advanced by Wells Capital to the Field Group's operating accounts as required to fund ongoing operations.

86. Although both Field Canada and ASES are obligors under the facility, all outstanding indebtedness was internally allocated by Wells to the U.S. sub-facility prior to the filing date. Notwithstanding this allocation, the Canadian and U.S. operations continue to share a common borrowing base comprised primarily of accounts receivable and inventory, such that borrowing availability is determined on a consolidated basis.

87. The continued use of the existing cash management system is necessary to avoid disruption to the Field Group's business and operations during these NOI proceedings. The system is integral to the collection and funding process and supports the ongoing liquidity needs of the business. In connection with these proceedings, the Proposal Trustee requested that its independent counsel review the validity and enforceability of Wells Capital's security, and such counsel has provided an opinion, subject to customary assumptions and qualifications which I understand will be addressed in the Proposal Trustee's First Report to the Court, to be filed (the "**First Report**").

88. If the Field Group were unable to continue utilizing the existing cash management system, customer payments would need to be redirected to new accounts, which could result in delays in collections, operational disruption, and liquidity constraints. I understand that Wells Capital may not be prepared to continue funding operations in those circumstances. Accordingly, the Field Entities are seeking approval of the continued use of the existing cash management system, which is necessary and appropriate in the circumstances.

D. The Stalking Horse Agreement

89. The Stalking Horse Agreement provides for the sale of certain assets, including STCs and related intellectual property, of the Field Entities to DHC and PAL, on the following terms:

(a) **Purchase Price**: US$6,500,000 ($3,900,000 paid by DHC and $2,600,00 paid by PAL), plus the assumption of certain liabilities defined thereunder;

(b) **Deposit:** 10% of the Purchase Price paid within two days of execution of the Stalking Horse Agreement ($390,000 paid by DHC and $260,000 paid by PAL);

(c) **Free and Clear**: If the Stalking Horse Agreement is ultimately selected as the Successful Bid (as defined thereunder), the purchased assets will be subject to an approval and vesting order conveying the purchased assets free and clear of all encumbrances, other than those expressly permitted by the Stalking Horse Agreement;

(d) **As-is, where-is**: The purchased assets are acquired on an "as is, where is" basis, and the purchasers acknowledge that they have conducted their own independent due diligence and are not relying on any representations or warranties except those expressly set out in the Stalking Horse Agreement; and

(e) **Bid Protections**: 4% or US$260,000 (1% Break Fee and 3% Expense Reimbursement Fee).

90. A copy of the Stalking Horse Agreement is attached as Exhibit "**P**".

91. The Field Entities are not seeking Court approval of the substantive transaction at this stage. Rather, the Field Entities are seeking the approval of the Stalking Horse Agreement solely for the purpose of serving as the Stalking Horse Bid under the SISP and authorization to pay the Bid Protections should the obligation arise in accordance with the Stalking Horse Agreement.

92. The Stalking Horse Agreement should be approved as the Stalking Horse Bid under the SISP. The agreement represents the bargain of three commercially sophisticated entities, each represented by their own independent counsel, and is supported by the Proposal Trustee and DIP Agent. Further, the purchase price provides for the complete repayment of the Secured Indebtedness, and as such, is supported by Wells, the sole secured creditor of the Field Entities. Finally, the purchased assets are being sold to industry participants who are amongst a limited class of companies that can maximize value from those assets, further supporting the reasonableness of the purchase price.

93. I understand from my counsel and the Proposal Trustee that the proposed Bid Protections fall within the customary range for similar transactions. In addition, the proposed Bid Protection of 4% is mostly allocated as an Expense Reimbursement Fee (3%), reflecting the fact that DHC and PAL each had separate counsel advising them throughout the negotiation and due diligence phases, thereby increasing the costs of the agreement.

E. The SISP[3]

94. The proposed SISP, to be conducted by the Proposal Trustee, in consultation with the Field Entities and CRO, will canvass the market to determine if there is a transaction superior to the Stalking Horse Agreement. The Stalking Horse Agreement and DIP Term Sheet both contemplate approval and implementation of the proposed SISP.

[3] Capitalized terms used but not otherwise defined in this section have the meanings ascribed in the SISP.

95. The proposed SISP has been developed with the assistance and support of the CRO, Proposal Trustee, and Wells with a view to maximizing the realizations available to the Field Entities' stakeholders. The SISP contemplates, among other things, that:

(a) the Proposal Trustee will conduct and oversee the SISP, with the assistance of the Field Entities and the CRO;

(b) upon the commencement of the SISP, the Proposal Trustee will distribute a teaser document and a non-disclosure agreement to potentially interested parties;

(c) the SISP will consist of a single 30-day phase with a Bid Deadline of July 13, 2026;

(d) a Qualified Bid must provide for cash consideration equal to the total of (i) the purchase price under the Stalking Horse Agreement, plus (ii) the amount of the Bid Protections, plus (iii), a minimum overbid amount of $300,000 (the "**Minimum Transaction Value**");

(e) if a Qualified Bid is submitted, the Proposal Trustee, with the consent of the Field Entities, may waive compliance with any one or more of the requirements set out in the SISP (other than the Minimum Transaction Value), and deem such non-compliant bids to be Qualified Bids;

(f) the Proposal Trustee may reject any bid that is not a Qualified Bid, is less favourable than the Stalking Horse Bid, or is otherwise not in the best interests of the Field Entities and stakeholders;

(g) if Qualified Bids are received, the Proposal Trustee may either conduct an auction process or select the most favourable bid based on specified evaluation criteria, and is not required to select the highest price bid, including the possibility that the Stalking Horse Bid may be chosen as the Successful Bid;

(h) the Proposal Trustee may also select a Backup Bid, which may include the Stalking Horse Bid, as second choice in case the Successful Bid does not close;

(i) the Field Entities shall be under no obligation to accept the highest or best offer or any offer (other than the offer contained in the Stalking Horse Agreement if no other higher or better offer is accepted);

(j) the Field Entities will seek Court approval of the Successful Bid and is authorized to execute all necessary agreements and related steps to give effect to the transaction; and

(k) if either (i) the Field Entities successfully close a transaction with a Successful Bidder other than the Stalking Horse Bidders, or (ii) the Stalking Horse Agreement is selected as a Backup Bid but either (x) the Court does not approve the Successful Bid within two weeks of the Proposal Trustee selecting the Successful Bid, subject to Court availability, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period; or (y) the transaction contemplated by the Successful Bid does not close within two weeks of the Court approving the Successful Bid, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period, the Bid Protections are payable to the Stalking Horse Purchasers; and

(l) as security for the Bid Protections, the Stalking Horse Purchasers will be granted the Transaction Charge on the Property of the Field Entities that ranks subordinate to the Charges and the Secured Indebtedness.

96. The SISP milestones, which were prepared in consultation with the Proposal Trustee and in consideration of the liquidity available under the DIP Facility, are set out below:

Milestone	Date(s)
Distribution of Teaser Letter to potentially interested parties, preparation of non-disclosure agreement and virtual data room	Starting no later than on June 12, 2026
Deadline to submit Bids	July 13, 2026 at 5:00 p.m.
Auction (if necessary)	July 15, 2026
Selection of Successful Bid	July 16, 2026, or in the case of no Auction July 14, 2026
Court Approval of Successful Bid	As soon as practicable and subject to Court availability, but no later than July 24, 2026
Outside Date	July 31, 2026

97. The Stalking Horse Agreement is intended to serve, subject to Court approval, as the Stalking Horse Bid under the SISP. It establishes a baseline transaction against which competing Bids may be measured and is intended to encourage interested parties to submit superior offers.

98. Following the completion of the SISP, the Field Entities anticipate returning to Court to seek approval of the Successful Bid and an Approval and Vesting Order in respect of the final transaction. If no acceptable Bids are received in the SISP, the Stalking Horse Agreement will be designated as the Successful Bid and, subject to obtaining approval by

the Court, the Field Entities will proceed to close the transaction contemplated therein at the earliest available opportunity.

99. The Proposal Trustee, Wells and the CRO support all aspects of the SISP.

F. Chief Restructuring Officer

100. On April 21, 2026, the Field Entities engaged the CRO pursuant to an engagement letter, a copy of which is attached hereto as Exhibit "**Q**". The CRO was retained to provide financial oversight and advisory services in connection with Field Canada's restructuring efforts, including reviewing financial forecasts, cash flow projections, borrowing base reporting and liquidity forecasts, and assisting with communications with key vendors, creditors and other stakeholders. The engagement of the CRO was required by Wells as a condition of its continued support and accommodation of the Field Entities.

101. The CRO has significant restructuring and turnaround experience. Mr. Horine is a Managing Director in Riveron's Restructuring & Turnaround Services group, a professional services firm with approximately 1,300 personnel, where he has advised distressed businesses for more than ten years following his experience serving as chief financial officer of private equity-backed and venture-backed businesses.

G. Administration Charge

102. The Field Entities propose that the Proposal Trustee, counsel to the Proposal Trustee, the CRO, and counsel to the Field Entities be granted a court-ordered first-ranking Administration Charge on the Field Entities' Property as security for their respective fees and disbursements relating to services rendered in respect of the Field Entities in the aggregate amount of $300,000. The Field Entities require the expertise, knowledge, and

continued participation of the proposed beneficiaries of the Administration Charge during the NOI Proceedings in order to complete a successful restructuring. Each of the beneficiaries of the Administration Charge will have distinct roles in the NOI Proceedings.

H. Directors' Charge

103. The restructuring efforts of the Field Entities require the continued involvement of their directors and officers who possess specialized aerospace, engineering, operational and financial expertise developed over decades in the aviation industry. Collectively, they have extensive knowledge of the Field Entities' aircraft modification, certification, manufacturing and maintenance operations, longstanding relationships with key customers and industry stakeholders, and direct knowledge of the Business and Property.

104. I am advised by my counsel that directors may be exposed to personal liability for certain employee and government obligations, including unpaid wages, vacation pay, benefits and harmonized sales taxes. With the assistance of the Proposal Trustee, Field Canada estimates such potential liabilities could total approximately $725,000 over three weeks.

105. It is my understanding that the Field Entities are insured under Field Canada's D&O Insurance policy, under which current and former directors and officers are potential beneficiaries. However, the policy contains various exclusions and limitations and has an aggregate coverage limit of $1,371,900 for all claims.

106. In these circumstances, I do not believe the D&O Insurance provides sufficient protection against potential liabilities arising in connection with these proceedings. The directors and officers have advised that, given the scope of the Field Entities' operations, potential liabilities and uncertainty regarding available indemnities and insurance coverage, their

continued service during these proceedings is conditional upon the granting of a Directors' Charge in the amount of $725,000.

107. The proposed Directors' Charge will rank against all of the Property, subordinate only to the Administration Charge, the DIP Lender's Charge and the Secured Indebtedness.

108. The Directors' Charge is necessary to the Field Entities benefitting from its directors' and officers' extensive and specialized knowledge in furtherance of their restructuring efforts.

I. KERP and KERP Charge

109. As part of these NOI Proceedings, the Field Entities seek approval of a KERP and related KERP Charge, which was developed with the assistance of the Proposal Trustee.

110. The KERP is intended to facilitate the continued retention of four key personnel (the "**KERP Beneficiaries**") whose services are required to maintain Field Canada's reduced operations and complete the restructuring process. The KERP Beneficiaries occupy critical operational, technical, information technology and financial roles and possess specialized knowledge of the Field Entities' assets, engineering data, STCs, business systems and financial affairs that would be difficult to replace on short notice.

111. The KERP Beneficiaries will be responsible for functions critical to the completion of the contemplated asset sales and wind-down, including supporting diligence efforts, facilitating the transfer of assets and records, maintaining information technology infrastructure, and managing financial reporting, cash management and budgets.

112. The KERP has been designed to provide the necessary incentive for the identified employees to remain in their current positions until the successful closing of a sale

transaction (the "**Payment Date**"). In order to be eligible for the retention bonus under the KERP, the KERP Beneficiary must be actively employed with Field Canada on the Payment Date, subject to certain terms and conditions of the KERP.

113. The KERP will provide the KERP Beneficiaries with a retention bonus as an incentive to continue their employment throughout the NOI Proceedings. The retention bonus represents a payment of 25% of the base salary of each KERP Beneficiary. The aggregate amount that would be payable to the KERP Beneficiaries, in accordance with the terms and conditions of the KERP, is approximately US$207,000.

114. The proposed KERP Charge will secure the obligations arising under the KERP against all of the Property and will rank subordinate to the other Charges and Secured Indebtedness.

115. A copy of the KERP is attached as **Confidential Exhibit "A"**. Given the sensitive and confidential nature of the information contained in the KERP, which may cause harm to the designated KERP Beneficiaries if made public, the Field Entities seek a sealing order to ensure that the confidentiality of such information is maintained.

J. Administrative Consolidation

116. The Field Entities are seeking to administratively consolidate their NOI Proceedings. Field East is a non-operating, wholly owned legacy subsidiary of Field Canada. It has no employees and its only known liabilities are to Wells in respect of the Secured Indebtedness, as well as an employment claim recently issued in May 2026. Its only assets are certain STCs registered in its name with TCCA.

117. Some of Field East's STCs are part of the purchased assets in the Stalking Horse Agreement and therefore, if the Stalking Horse Agreement is closed as the Successful Bid, Field East's assets must form part of the ultimate Approval and Vesting Order. As such, the relief sought in respect of Field Canada and Field East are highly intertwined.

118. I am not aware of any creditor that will be prejudiced by the proposed administrative consolidation.

K. Extension of the Period to File a Proposal

119. The Field Entities seek the Stay Extension to extend the time to file a proposal with the Official Receiver, and the attendant stay of proceedings, by 45 days up to and including August 19, 2026 pursuant to s. 50.4(9) of the BIA.

120. The Field Entities have acted, and continue to act, in good faith and with due diligence in taking steps to facilitate either an acceptable sale or restructuring of its business. The requested extension will allow for the implementation of the SISP. I am not aware of any prejudice to creditors that would result from the Stay Extension.

121. The Cash Flow Statement indicates that, should the Court approve DIP Facility, together with the Draken Accommodation Agreement, the Field Entities will have sufficient liquidity to continue to fund its operations until the week ending August 23, 2026.

V. CASH FLOW FORECAST

122. The cash flow projections were prepared by the Field Entities, with the assistance of the Proposal Trustee and CRO, and provide a week-by-week framework for managing liquidity during this restructuring period, enabling Field Canada to continue operations

while pursuing an orderly SISP, a copy of which will be appended to the Proposal Trustee's First Report.

123. The cash flow projections identify expected inflows from key customers, including Draken pursuant to the Draken Accommodation Agreement, and anticipated receipts such as the projected proceeds under the Stalking Horse Agreement (subject to closing of a superior transaction), alongside Field Canada's principal operating and restructuring costs, including payroll, employee benefits and insurance, rent, accounts payable, and professional fees related to these NOI Proceedings. The forecast demonstrates the continued viability of the business during the restructuring period by ensuring that sufficient liquidity is available to fund essential operations and restructuring costs through the DIP Facility, thereby preserving customer and supplier relationships and enabling the orderly implementation of the SISP.

VI. CONCLUSION

124. In my view, granting the relief described herein is in the best interests of the Field Entities and their stakeholders, and is supported by the Proposal Trustee and Wells.

SWORN before me by John W. Mactaggart stated as being located in the City of Cincinnati, in the of State of Ohio, before me at the City of Toronto in the Province of Ontario, on June 6 2026, in accordance with *O. Reg 431/20, Administering Oath or Declaration Remotely*

A Commissioner for taking affidavits

John Mactaggart

JOHN MACTAGGART

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC.

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION EAST LTD.

Court File No.: BK-26-03382853-0032
Estate No.: 32-338285

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN MACTAGGART
(Sworn June 6, 2026)

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

Lawyers for the Field Entities

This is Exhibit "B" referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

Execution version

AMENDED AND RESTATED INTELLECTUAL PROPERTY AND DATA ASSIGNMENT

THIS AGREEMENT amended and restated this 29th day of June, 2026 (the "**Effective Date**").

WHEREAS on or about March 31, 2022, Field Aviation Company Inc. d.b.a. Field Aerospace ("**Field**" or the "**Contractor**") and FR Aviation Limited trading as Draken ("**Draken**" or the "**Transferee**") entered into an Aircraft Modification Services Contract bearing Contract No. 21-4610, as amended by certain Contract Change Orders and Additional Work Requests (collectively, the "**Contract**"), pursuant to which Draken engaged Field to modify two Challenger CL-604 aircraft known as G-DRAK and G-DRAL (individually or collectively, the "**Aircraft**") owned by Draken, in line with the statement of work comprising Annex B to the Contract (the "**Program**").

AND WHEREAS Field, Draken and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "**Agent**") for certain secured lenders to Field entered into a tripartite accommodation agreement dated June 5, 2026 (the "**Accommodation Agreement**") to ensure and arrange for sufficient funding to be paid to Field in order to enable it to complete the Program.

AND WHEREAS concurrently with the Accommodation Agreement, Field, Draken and the Agent entered into an intellectual property and data assignment (the "**Data Transfer Agreement**") pursuant to which Field agreed to sell the Transferred Data to Draken for the Transfer Consideration Amount (each as defined below) free and clear of all encumbrances in favour of the Agent.

AND WHEREAS pursuant to the Data Transfer Agreement, the parties thereto covenanted to enter into this amended and restated intellectual property and data assignment in order to, among other things, incorporate the Definitive Schedule (defined below) hereto.

AND WHEREAS on June 5, 2026, Field filed a notice of intention to make a proposal pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 with AlixPartners Restructuring, Inc. appointed as the proposal trustee.

AND WHEREAS the Accommodation Agreement and Data Transfer Agreement were approved by the Ontario Superior Court of Justice, Toronto (Commercial List) pursuant to the Order of the Honourable Justice J. Dietrich dated June 12, 2026.

AND WHEREAS in connection with and during the course of the Contractor's work on the Program, certain development documentation, intellectual property, information, materials, plans, drawings, designs, reports and data sets which are exclusive to the Aircraft and the Program have been created by the Contractor or by the Transferee and Contractor in concert, and now owned by Field that relates to the modifications undertaken by Field to the Aircraft, required to enable Draken to freely operate and maintain and further modify the Aircraft moving forward and also to potentially freely incorporate the modifications on further aircraft if required by Draken in the future, all as more particularly set out in **Schedule "A"** hereto and reflected in the itemized listings therein as being Exclusive (collectively the "**Program Exclusive Data**").

AND WHEREAS the Parties acknowledge that certain of the Program Exclusive Data being delivered to the Transferee hereunder may be incomplete and/or may contains errors that require completion or clarification by the Contractor ("**Incomplete Data**") before or after the Initial Delivery Date.

AND WHEREAS, in connection with and during the course of the Contractor's work on the Program, the Contractor has utilized certain pre-existing development documentation, intellectual property, information, materials, plans, drawings, designs, reports and data sets, as well as certain materials developed in the course of the Program that are of general application and used or capable of being used in the Contractor's business operations unrelated to the Aircraft and the Program, all as specifically identified and described in **Schedule "A"** and reflected in the itemized listings therein as being Non-Exclusive (collectively, the "**Non-Exclusive Data**", and together with the Program Exclusive Data, the "**Initial Data**").

AND WHEREAS in connection with and during the course of the Contractor's work on the Program from and after the Effective Date until the final completion of the Program (the "**Completion Date**"), the Contractor will generate additional Program Exclusive Data ("**Future Program Data**" and together with the Initial Data, the "**Transferred Data**").

AND WHEREAS the Agent holds registered personal property security (the "**Security**") over the property, assets and undertaking of Field, including Field's right, title and interest in and to the Transferred Data.

AND WHEREAS the Contractor desires to assign and transfer to the Transferee, and the Transferee desires to acquire from the Contractor, the Transferred Data free and clear of the encumbrances created by the Security.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of payment of the sum of US$800,000.00 (the "**Transfer Consideration Amount**") inclusive of all applicable sales, transfer, or value added taxes, the receipt and sufficiency of which the Contractor hereby acknowledges, the Contractor and the Transferee agree as follows:

1. **Definitions:** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

2. **Transferred Data Verification Process**:

(a) The Parties acknowledge and confirm that the Transferred Data verification activity contemplated by the Data Transfer Agreement (the "**Verification Process**") has been completed. In connection therewith, the Contractor provided such support, access to resources, facilities and IT systems as was reasonably required to enable the Transferee to identify, verify and document the specific Transferred Data transferred to the Transferee.

(b) The Parties acknowledge and confirm that the Verification Process resulted in the production and finalization (subject to Incomplete Data) of a definitive schedule of the Initial Data transferred to the Transferee, attached hereto as **Schedule "A"** (the "**Definitive Schedule**"). The Parties further acknowledge and agree that the Definitive Schedule accurately and completely identifies the Initial Data transferred pursuant to this Agreement.

(c) The Parties acknowledge and confirm that the Definitive Schedule was agreed to by the Contractor and the Transferee and has been incorporated into this amended and restated Agreement. For greater certainty, the Definitive Schedule does not include any Future Program Data.

(d) Forthwith following the Completion Date a complete and final Future Program Data verification activity will be undertaken by the Transferee to fully document and verify the specific Future Program Data that will be transferred to the Transferee hereunder (the "**Final Verification Process**"). The Contractor shall provide all support reasonably required by the Transferee to enable the Transferee to fully identify and document the specific Future Program Data, including access to resources, facilities and IT systems. The output of the Final Verification Process will be the production of a definitive list of all of the specific Future Program Data that will be transferred to the Transferee on the Second Transfer Date in accordance with Section 3 of this Agreement.

3. **Delivery Process:** Following the Effective Date, the Contractor and Transferee shall commence the process for delivery of all Program Exclusive Data and all Non-Exclusive Data to the Transferee (the "**Delivery Process**"), which shall include the delivery and transfer to the Transferee of a complete copy of all Transferred Data in existence on the Effective Date, including, without limitation, all soft / electronic and hard copy Transferred Data, together with any updates or corrections to Incomplete Data from time to time (as well as updates to Program Exclusive Data revised as a result of the correction or completion of Incomplete Data). The Transferee shall provide to the Contractor resources and external media necessary to support the transfer and Delivery Process and the Contractor shall provide resources and access to IT Systems and facilities to enable the transfer and Delivery Process. The Transferee shall provide any cabinets required to facilitate the transfer and delivery of any hard copy Transferred Data. The Contractor shall confirm in writing to the Transferee as and when full and complete and working copies of the Initial Data have been transferred to the Transferee (the date of such confirmation being the "**Initial Transfer Date**"). Both before and after the Initial Transfer Date, until the Second Transfer Date, the Transferee shall maintain and share with the Contractor by email from time to time, a running log of clarification questions (a "**CQ Log**") being asked of the Contractor in respect of the Incomplete Data, and Contractor agrees and undertakes to make reasonably best efforts to respond to and complete/correct all CQ Log inquiries in order to resolve and correct/complete all Incomplete Data and provide updates to Program Exclusive Data revised as a result of the correction or completion of Incomplete Data. The Contractor and Transferee shall implement and complete the Final Verification Process and second phase of the Delivery Process within five days of the Completion Date, or such other date as may be mutually agreed in writing between the Parties (the "**Second Transfer Date**").

4. **Post Completion Data Licence**: As part of the Delivery Process, the Parties will identify whether the Contractor needs to retain any copies of any of Program Exclusive Data under licence following the Completion Date, strictly for regulatory compliance purposes only. Any Program Exclusive Data copies that do not need to be retained by the Contractor after the Completion Date shall then be permanently removed from the Contractor's IT Systems and facilities.

5. **Program Completion Licence:** The Transferee hereby grants to the Contractor a royalty-free licence to use the Program Exclusive Data during the period commencing on the Effective Date and ending on the Second Transfer Date.

6. **Payment(s) and Transfer**: In consideration for the Transfer Consideration Amount, which shall be payable by the Transferee as follows: (i) US$400,000 forthwith following the latter of (a) approval of this Agreement by the Court (as defined below) and (b) the Effective Date; and (ii) US$400,000 on the Initial Transfer Date, the Contractor hereby absolutely, irrevocably and unconditionally grants, bargains, sells, assigns, transfers, conveys and sets over to the Transferee (i) all of the Contractor's right, title, estate, interest, property, claim and demand whatsoever, both at law and in equity, in and to the Program Exclusive Data on an exclusive basis, free and clear of the Security, to have and to hold the same absolutely together with all benefit and advantage to be derived therefrom; (ii) the Non-Exclusive Data on a non-exclusive basis, free and clear of the Security, to have and to hold the same on an non-exclusive basis, together with all benefit and advantage to be derived therefrom; and (iii) on the Second Transfer Date, the Future Program Data, on an exclusive basis, free and clear of the Security, to have and to hold the same absolutely together with all benefit and advantage to be derived therefrom (collectively, the "**Transfers**"). For greater certainty, the Non-Exclusive Data shall remain the sole property of the Contractor, with no transfer of ownership except as expressly provided in this Agreement. The Transfers include, without limitation, all intellectual property rights of any kind relating to the Aircraft and the Program, including patents, patent applications, copyrights, trade secrets, know-how, designs, drawings, specifications, technical data, software, and all improvements, modifications, enhancements and derivative works thereof, whether existing as of the date hereof or created thereafter in connection with the Program.

7. **Damages.** The Contractor further assigns to the Transferee all rights to sue for and to receive damages for any past infringement of or past infringing uses of Program Exclusive Data for the purposes of completing the Aircraft and the Program.

8. **Further Documentation.** The Contractor agrees to execute such further documentation as may be reasonably required to give full effect to the Transfers, or any of them, and to vest in the Transferee title to the Program Exclusive Data and transfer of the Non-Exclusive Data, including without limitation the execution and delivery of patent assignments, copyright assignments, and any other instruments of transfer or registration in any jurisdiction as may be reasonably requested by the Transferee, at the cost of the Transferee.

9. **Intentionally deleted**.

10. **Permitted Successors and Assigns.** This Agreement shall be binding upon the Contractor and its permitted successors and assigns. The Contractor shall ensure that any of its employees, agents, or subcontractors who perform services in connection with this Agreement and who have actual knowledge of its terms comply with those provisions applicable to their activities, but only to the extent such persons are acting under the Contractor's direction and control.

11. **Governing Law.** The formation, existence, construction, performance and validity of this Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual obligations will be governed by the laws of the Province of Ontario.

EXECUTED as of the date first written above.

Field Aviation Company Inc.
Per:
Signed by:
I. John Mactaggart
EB55A634D2E640B...
Name: John Mactaggart
Title: President

I have authority to bind the corporation.

FR Aviation Limited trading as Draken

Per:
Signed by:
2.Richard Stoate
9155CB9C50D140D...

Name: Richard Stoate
Title: Global Vice President Contracts and Commercial

I have authority to bind the corporation.

WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Wells Fargo**"), as Agent, hereby consents to the Transfers set out above and does hereby, with effect as of the payment of the full Transfer Consideration Amount on the Initial Transfer Date, lift, release and discharge any and all security interests held by, or in favour of Wells Fargo as Agent, in, to and over the Transferred Data for the purpose of enabling the Contractor to transfer the Transferred Data to the Transferee in accordance with this Agreement free and clear of any and all claims an security interests of Wells Fargo as Agent, including, without limitation, the security interests perfected by registration #20210106 1147 1590 0758 made against the Contractor under the *Personal Property Security Act (Ontario)*.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

Per:
Signed by:
3.Anthony Montemarano
D9041E776557410
____
Name: Anthony Montemarano
Title: Senior Vice President – Credit Officer
I have authority to bind the Bank

SCHEDULE A

Initial Data

See Attached.

Project/Subject	Description	Required Types of End User Application Files
2659 Legacy	Includes 2608 reference data in support of the radome STC (SA24-10).	PDFs (Not-Exclusive)
2659	Pre-requisite radome STC (SA24-10) for the Draken 604s. All files necessary to facilitate transfer of the STC (SA24-10) to Draken are required. Tab 2659 REF identifies Field and third party documentation and legacy ICA required as part of STC transfer.	Inventor 2023 or AutoCad files for all drawings PDFs for DRNs (Drawing Revision Notice) raised against drawings listed MS Office applications Applications used for analysis (e.g. Abaqus, Mathcad) PDFs of all documents and drawings (with approval signatures)
2660	C01 configuration (G-DRAK). List derived from MDL.	Inventor 2023 or AutoCad files for all drawings PDFs for DRNs (Drawing Revision Notice) raised against drawings listed MS Office applications Files in the original applications used for analysis (e.g. Abaqus, Mathcad) PDFs of all documents and drawings (with approval signatures)
2682	C02 and C03 configurations (G-DRAL). List derived from MDL.	Inventor 2023 or AutoCad files for all drawings PDFs for DRNs (Drawing Revision Notice) raised against drawings listed MS Office applications Files in the original applications used for analysis (e.g. Abaqus, Mathcad) PDFs of all documents and drawings (with approval signatures)
ICA	All Field or third party artefacts referenced in the ICA to be provided.	All ICA Supplements in MS Office applications. Approved ICA Supplements as PDFs. PDFs for identified third party documents.

EPS-Docs	PDF files of Field Aviation process documents required. Whilst file names have been provided, Draken has not viewed content to ensure this covers all areas of the design lifecycle.	PDFs (Not-Exclusive)
FPS-Harmonised	Field Aviation FPS manufacturing processes which are referenced on drawings.	PDFs at the latest issue/release (Not-Exclusive)
FPS-Legacy	Legacy Field Aviation FPS manufacturing processes (requested in case invoked on any drawing applicable to Draken 604).	PDFs at the latest issue/release (Not-Exclusive)
NCRs	Non-Conformance Reports.	Scanned copies to be provided.
MRB	Material Review Board (Engineering analysis or assessment to support an NCR where necessary).	Copies/files and a record of all MRBs required.
Tooling Drawings	This section covers transfer of IP for engineering data in Field Aviation ownership.	Inventor 2023 or other CAD files for all drawings. Note: Provide complex and curved 'Master Surfaces' with CAD files (if separate) where available. PDFs of all documents and drawings (with approval signatures)
External and internal 3D scans of MSN 5323	Scans will supplied as Inventor 2023 reference files as part of the download.	Inventor 2023 files.
Work orders (Routine)		Ref CAMO.
Work orders (Non-routine)		Ref CAMO.
Work orders (Manufacturing)		Ref CAMO.
Concessions		All concessions required where issued.

Number	Rev	Title	Exclusive/Non-Exclusive
26082104	A	Ground Test Plan OEM Antenna Relocations	Non-exclusive
26080200	C	Stress Report - Miscellaneous Installations	Non-exclusive
26082000	IR	EMI/EMC Test Plan - AMSA MPA Provisions	Non-exclusive
26082201	IR	Flight Test Report – Performance and Handling Certification (existing approved data from TCCA STC O-LSA15-135/D)	Non-exclusive
26082203	IR	Performance & Flight Characteristics - Baseline Configuration	Non-exclusive
26082206_TL	IR	Flight Test Plan (Test Log) - Oem Antenna Relocations	Non-exclusive
AMS 2015-0036	0	Bombardier Challenger 604 Ventral Radome Icing Analysis (existing approved data from TCCA STC O-LSA15-135/D)	Non-exclusive
AV-2016-CL604-096	IR	Bombardier Noise Assessment Memo (existing approved data from TCCA STC O-LSA15-135/D)	Non-exclusive
SA-5125new	A	Finite Element Structural Analysis Report For the Challenger 5125 Belly Radome, P/N 5125-100, 'Saint Gobain Performance Plastics'.	Non-exclusive
ETR-5125	-	Electromagnetic Test Report	Non-exclusive
D810-00102	Latest	MSA Bird Strike Analysis.	Non-exclusive
Undefined	Latest	CFD Ventral Loads. Field Aviation Project 2659. \\toreng\engineering\Engshare\Project Files\2600 Series\2659 - EW Mission External Shapes Draken (CL-604)\Structural Analysis\Ventral Fin\Ventral Fins Analysis\Ventral Loads\ventralcp.ta	Non-exclusive
T81416	D	DF Antenna Fairing Mold	Non-exclusive
950000065	C	DF Fairing Assembly	Non-exclusive
AMS 2015-0010	Latest	Bombardier CL604 Ventral Radome Aerodynamic Analysis Report (Pressure Map)	Non-exclusive
Field Aerospace FWD Radome.modfem	Latest	Forward Radome FEM	Non-exclusive
110232	C	TAIL BRACKET	Non-exclusive
110273-105	C	Intercostal web EO Sensor Structural Provisions	Non-exclusive
110273-117	A	Spacer	Non-exclusive
110280-051	C	Mounting Channel Sub-Assy RAD ALT	Non-exclusive
110352-051	C	Motor Mounting Bracket Assy	Non-exclusive

110352-101	C	Motor Mounting Bracket Assy	Non-exclusive
110261-051	Latest	Fitting Sub-Assy, Radome Pick-Up FS407 LH	Non-exclusive
344000151-001	Latest	ANTENNA REMOVAL W/D	Non-exclusive
SN20005	D	Damage Tolerance Analysis Methodology (Field document)	Non-exclusive

This list is extracted from Field Aviation Document 26590000 B **2025-02-18**

MASTER DATA LIST

EW MISSION EXTERNAL SHAPES

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive
010000160	C	General Arrangement - Ew Mission External Shapes	Exclusive
010000161	B	GA - External Shapes Antenna Relocations	Non-exclusive
010000180	B	GA - Tail Radome	Non-exclusive
110222	R	Structural Provisions, Radome, RDAF CL604	Non-exclusive
110252	C	Installation - Radome AFT Attachment	Non-exclusive
230000094	B	Antenna Removal And Blanking	Non-exclusive
231200027	C	Wire Routing, VHF 2 Antenna Relocation	Non-exclusive
334000025	A	Lights Module Installation, Vstab AFT Fairing	Exclusive
334000027	C	Vstab AFT Fairing Lights Module Provisions	Exclusive
334000032	IR	Lights Module Harness Extension	Non-exclusive
344000056	B	RAD ALT Antenna Installation	Non-exclusive
344000059	C	TCAS Omni Antenna Relocation	Non-exclusive
344000060	D	Wire Routing, TCAS Omni Antenna Relocation	Non-exclusive
344000063	B	Wire Routing, Radio Altimeter Antennas Relocation	Non-exclusive
345000042	H	ATC 3 & 4 Relocation Provisions	Non-exclusive
345000048	A	Lower ATC Antenna Relocation	Non-exclusive
345000049	A	DME Antenna Relocation	Non-exclusive
345000054	A	Wire Routing, DME Antennas 1 & 2 Relocation	Non-exclusive
345000055	A	Wire Routing, ATC 4 Antenna (Lower Right ANT) Relocation	Non-exclusive
520334-005	J	Structure Installation-RAD ALT #1 Antenna	Non-exclusive
520334-007	J	Structure Installation-RAD #2 Antenna Installation	Non-exclusive
530000007	B	Ventral Fin Inst'l	Non-exclusive
535000012	C	Ventral Structural Provisions	Non-exclusive
64970	A	Tail Radome (Systima)	Exclusive

950000639	E	Tail Radome Installation	Exclusive
950000798	D	Strobe Light Module Installation	Exclusive
952000014	D	Radome Provisions - Seaspray 5000E Installation	Non-exclusive
952000026	IR	Radome Attachment Fitting Install, FS409	Non-exclusive
952000027	IR	Machined Details - Radome ATTACHMENT-FS409	Non-exclusive
952000028	D	Radome Bonding Strap Installation	Non-exclusive
960000001	D	Belly Radome Installation	Non-exclusive
960000002	B	FWD Belly Radome Installation	Non-exclusive
A21121	IR	Tail Radome Static Wick Continuity Repair	Non-exclusive
SK3213	IR	Tail Skin Doublers Structural Provisions, Ventral Fin Inst'l	Non-exclusive
SK3265	B	Pylon Drain Relocation	Non-exclusive

1.2 WIRING DIAGRAMS

Number	Rev	Title	Exclusive/Non-Exclusive
231200022	B	Coax & Antenna Relocation VHF2	Non-exclusive
334000026	C	Wiring Diagram Lights Module Harness Extension	Exclusive
344000057	C	Antenna Relocation TCAS Omni	Non-exclusive
344000058	A	Connector Retrofit Radio Altimeter System	Non-exclusive
345000050	B	Antenna Relocation, Transponder System 1	Non-exclusive
345000051	D	Coax & Antenna Relocation DME 1 & 2	Non-exclusive

1.3 REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26590000	B	Master Data List EW Mission External Shapes	Exclusive
26590600	IR	Draken Antenna Map Summary	Exclusive
26593000	B	Flight Manual Supplement - Ew Mission External Shapes	Exclusive
26593100	B	Master MMS And Ica - Ew Mission External Shapes	Exclusive
26593104	B	MMS - Main Belly Radome	Exclusive
26593106	A	MMS - FWD Belly Radome	Exclusive
26593107	A	Maintenance Manual Supplement Tail Radome	Exclusive
26593108	A	MMS - Ventral Fins	Non-exclusive

26593109	B	Maintenance Manual Supplement OEM Antenna Relocations	Non-exclusive
26594000	IR	Weight And Balance Manual Supplement	Exclusive
26594100	A	Electrical Load Analysis	Exclusive
26595600	B	FWD Belly Radome PDR	Exclusive
26595601	IR	Belly Radome PDR	Exclusive
26595602	A	Antenna Relocation PDR	Exclusive
26595603	B	Tail Stinger Radome And Antenna PDR	Exclusive
26595700	IR	FWD Belly Radome CDR	Exclusive
26595702	A	Antenna Relocation CDR	Exclusive
26595703	A	Tail Stinger Radome And Antenna CDR	Exclusive
5125-SRD	A	Saint-Gobain Challenger Belly Radome	Non-exclusive
5125-SRM	A	Saint-Gobain Structural Repair Manual - Challenger Belly Radome	Non-exclusive
64428	IR	Field Aerospace FWD Belly Radome Design Review	Exclusive
66695	IR	Tail Radome Design Review	Exclusive

2.0 MANUFACTURING DOCUMENTS

2.1 DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive
T81435	IR	Calibration Reference Standard - Window	Non-exclusive

2.1.1 ANTENNA RELOCATION

Number	Rev	Title	Exclusive/Non-Exclusive
220018-013	B	Tube ASSY APU Turbine Plenum Drain	Non-exclusive
220018-015	A	Tube ASSY APU Air Inlet Plenum Drain	Non-exclusive
344000149	IR	WD, 2ND RAD ALT System, AFIS And AFIS Satellite System Deacti	Exclusive
345000043	C	Sheet Metal Details - ATC 3 & 4 Relocation	Non-exclusive
491000003	D	APU Drain Relocation	Non-exclusive
520333	J	Structure ASSY Dual RAD ALT Antenna	Non-exclusive
520334-101	A	Fairing-FWD LHS	Non-exclusive
520334-102	A	Fairing-AFT LHS	Non-exclusive

520334-103	A	Fairing-FWD RHS	Non-exclusive
520334-104	A	Fairing-AFT RHS	Non-exclusive
T81417	IR	Tube, APU Drain	Non-exclusive
T81418	IR	Tube, Gear Case Vent	Non-exclusive
T81421	IR	Tube, APU Turbine Plenum Drain	Non-exclusive
T81422	IR	Tube, APU Air Inlet Plenum Drain	Non-exclusive

2.1.2 BELLY RADOME

Number	Rev	Title	Exclusive/Non-Exclusive
110237	C	Mounting Block Details, Radome - Fuse STN 365, RDAF CL604	Non-exclusive
110238	E	Mounting Block Details, Radome - Fs 374, CL-600-2B16	Non-exclusive
110239	F	Mounting Block Details, Radome - Fuse STN 381, CL-600-2B16	Non-exclusive
110240	E	Mounting Block Details & ASSY, Radome - Fuse STN 386, CL-600-2	Non-exclusive
110241	L	Mounting Block Details & ASSY, Radome - Fuse STN 393, CL-600-2	Non-exclusive
110242	G	Mounting Block Details & ASSY, Radome - Fuse STN 401, CL-600-2	Non-exclusive
110243	E	Fitting Details, FS407	Non-exclusive
110251		Radome Installation	Non-exclusive
110251-103	B	Spacer, CA17 Series Live Lock. Radome Ring	Non-exclusive
110251-105	IR	Spacer, Ca 18 Series Live Lock. Radome Ring	Non-exclusive
110251-107	IR	Special Washer - Large	Non-exclusive
110251-109	IR	Special Washer - Small	Non-exclusive
110251-117	A	Strap Radome Vent Tube	Non-exclusive
110253	A	Sub-Assemblies - Radome AFT Attachment	Non-exclusive
110254	D	Details - Radome AFT Attachment	Non-exclusive
110261-103	A	Bushing, Radome Pickup	Non-exclusive
5125-100	-	Challenger Belly Radome Assembly	Non-exclusive
5125-101	-	Challenger Belly Radome	Non-exclusive

5125-102	-	Attachment Ring	Non-exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
5125-SRD	IR	Challenger Belly Radome	Non-exclusive
950000731	C	Main Belly Radome Sensor Detail	Exclusive
952000030	IR	Sheet Metal Details - Radome Provisions	Non-exclusive
952000032	B	Details - Radome Bonding Strap Installation	Non-exclusive
B5125-120	-	Tube Assembly	Non-exclusive
SK3670	A	Receptacle Installation Rework - MRB 4679	Non-exclusive
SK3740	A	Fuel Drain Relocation	Non-exclusive
SK3741	B	Water Drain Cap	Non-exclusive

2.1.3 CERTIFICATION

Not Applicable.

2.1.4 FWD RADOME

Number	Rev	Title	Exclusive/Non-Exclusive
64484	F	FWD Belly Radome	Non-exclusive
950000067	H	DF Antenna Sheet Metal Details	Non-exclusive
950000664	A	FWD Belly Radome Machined Details	Non-exclusive
960000003	C	FWD Belly Radome Provisions	Non-exclusive
SK3613	IR	Dimpled Washer, Reduced Head	Non-exclusive
T81524	IR	FWD Belly Radome Fittings Installation Tool	Non-exclusive
T81525	IR	Curved Surface Drilling Guide Tool Assembly	Non-exclusive

2.1.5 RWR ANTENNA

Number	Rev	Title	Exclusive/Non-Exclusive
950000661	F	Details - Fin Radome Sensor Installation	Non-exclusive

2.1.6 STRAKE

Number	Rev	Title	Exclusive/Non-Exclusive
535000013	A	Ventral Sub-Assembly	Non-exclusive
535000014	E	Structural Details, Ventral ASSY	Non-exclusive

SK3665	A	Tail Tank Fairing, Core & Lay-Up Rework/Repair	Non-exclusive
T81400	B	Tooling, Ventral Fin ASSY & Inst'l	Non-exclusive

2.1.7 TAIL STINGER

Number	Rev	Title	Exclusive/Non-Exclusive
334000029	A	Sheet Metal Details, Light Module Relocation	Exclusive
334000030	A	Machined Detail, Lights Module Relocation	Exclusive
65427	IR	Tail Radome Assembly	Non-exclusive
65490	IR	AFT Radome Layup Mold	Non-exclusive
950000640	A	Provision Box ASSY, Tulip Antenna	Non-exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
950000666	D	Tail Sensor Provisions	Non-exclusive
950000667	C	Tail Bulkhead Installation	Non-exclusive
950000668	B	Tail Cone - FWD Fairing	Non-exclusive
950000669	A	Sheet Metal Details - Interface	Non-exclusive
950000670	A	Machined Details, Tail Bulkhead	Non-exclusive
950000672	IR	Waveguide, Tail Radome Lower Detail	Non-exclusive
950000673	IR	Waveguide, Tail Radome Upper Detail	Non-exclusive
950000723	A	Placard Provisions	Non-exclusive
950000734	IR	Sheet Metal Details, Tulip Box	Non-exclusive
950000735	C	Sheet Metal Details, Horizontal Horn	Non-exclusive
950000736	A	Sheet Metal Details, Vertical Horn	Non-exclusive
950000737	IR	Provision Box Assembly, Horizontal Horn	Non-exclusive
950000738	IR	Provision Box Assembly, 90° Horn	Non-exclusive
950000744	IR	WRD650 Bulkhead Feed ASSY	Non-exclusive
950000764	IR	Waveguide Bracket Sub Assembly	Non-exclusive
950000765	IR	Waveguide Bracket, Machined	Non-exclusive
T81526	IR	Tail Composite Fairing Tooling	Non-exclusive

2.2 REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26082104	A	Ground Test Plan Oem Antenna Relocations	Non-exclusive

3.0 CERTIFICATION REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26080200	C	Stress Report - Miscellaneous Installations	Non-exclusive
26082000_TL	IR	EMI/EMC Test Plan (Test Log) - Amsa Mpa Provisions	Non-exclusive
26082201	IR	Performance And Handling Certification	Non-exclusive
26082203	IR	Performance & Flight Characteristics - Baseline Configuration	Non-exclusive
26082206_TL	IR	Flight Test Plan (Test Log) - Oem Antenna Relocations	Non-exclusive
26590100	B	Draken - Compliance Program	Exclusive
26590101	D	Certification Plan - Ew Mission External Shapes	Exclusive
26590200	A	Ew Mission External Shapes Structural Substantiation	Exclusive
26590300	B	Electrical System Substantiation	Exclusive
64478	B	Structural Analysis Report - FWD Belly Radome	Non-exclusive
64979	C	Systima Material Property Validation Test Plan And Report	Non-exclusive
65279	B	Systima Tail Radome Analysis Report	Non-exclusive
A21121	IR	Sub Tail Radome Static Wick Continuity Repair	Exclusive
AMS 2015-0036	0	Bombardier Challenger 604 Ventral Radome Icing Analysi	Non-exclusive
AV-2016-CL604-096	IR	Bombardier Noise Assessment Memo	Non-exclusive
26592000	TBD	EMI/EMC Test Plan – Relocated Antennas	Non-exclusive
26592100	TBD	Ground Test Plan – Relocated Antennas	Non-exclusive
26592200	TBD	Flight Test Plan – Relocated Antennas	Non-exclusive
26592201	TBD	Flight Test Plan – Vibration and Buffeting	Non-exclusive

This list is extracted from Field Aviation Document 26600000 IR **05/06/2026**

MASTER DATA LIST

C604 MISSION SYSTEM SUITE - CO1

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive
010000169	D	GA - EW Missionized Aircraft	Exclusive
010000170	D	GA -Racks And Seats	Exclusive
010000171	IR	GA - GNS/INS Installation	Exclusive
010000173	A	GA - Mission Power	Exclusive
010000175	E	GA - Interior	Exclusive
010000176	E	GA -Console & Operator Seat	Exclusive
010000178	B	GA - RWR Antennas	Exclusive
010000179	IR	GA - LMS & G-Meter	Exclusive
010000181	B	GA - ECS System Modifications	Exclusive
010000183	E	GA-TACAN & TCAS	Exclusive
010000184	B	GA Jumpseat/EWO/Observer/Passenger ICS Audio	Exclusive
010000185	A	GA - Comjam The AutoCad file shows this to Rev B but no PDF file located.	Exclusive
010000186	B	General Arrangement - UHF	Exclusive
010000187	B	GA - RSS And Jamming System	Exclusive
210000122	C	Exhaust Air ECS Fan And Ducting Installation	Exclusive
210000127	IR	ECS Modification Wire Routing	Exclusive
230000096	D	Jump Seat ICS Panel Installation	Exclusive
230000097	A	Mission Audio System - Wire Routing	Exclusive
230000101	B	Ewo And Observer Audio Installation	Exclusive
230000111	B	Rf Switch - Dual ATC Transponder Inst'l	Non-exclusive
230000115	IR	ICS Audio Adapter Installation	Exclusive
230000119	A	Flight Deck - ICS/Ewo Annunciator And Audio Control Panel INST'L	Exclusive

231100015	A	UHF Controller Installation	Exclusive
231100016	B	UHF Radio Installation - Wire Routing	Exclusive
231100017	A	UHF #2 Antenna Installation	Exclusive
231100018	IR	UHF #1 Antenna Installation	Exclusive
231100023	A	UHF Transceiver Installation	Exclusive
233000068	IR	Call Switch Relocation Panel Installation	Exclusive
240000212	IR	Mission Power - Wire Routing	Exclusive
240000214	A	Installation - Mission TRU(S)	Exclusive
240000215	IR	Mission Power Control Panel Installation	Exclusive
240000218	IR	Power Distribution Unit Installation	Exclusive
240000221	E	Flight Deck Circuit Breaker Panel Modification	Exclusive
240000223	A	FWD Pressure Bulkhead Feed Thru Installation	Exclusive
240000226	B	AC Contactor Box Installation	Exclusive
240000230	A	Mission Power Junction Box Installation	Exclusive
240000238	A	Mission TRU Limiter Box Installation	Exclusive
240000258	B	Rack 5 Disconnect Panel Installation	Exclusive
240000263	B	Rack 6 Disconnect Panel Installation	Exclusive
240000266	C	Racks 2 And 4 Disconnect Panel Installation	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
240000269	B	Racks 1 And 3 Disconnect Panel Installation	Exclusive
240000282	B	Rccb Box Assembly Installation	Exclusive
240000288	A	Mission Power Hardware Installation	Exclusive
240000290	A	Mission DC Power - Wire Routing	Exclusive
246000071	C	Mission TRU Ground Stud Installation	Exclusive
252000678	C	Floor Covering & FPEEPL Installation	Exclusive
252000679	D	Installation - Interior Closeout Panel	Exclusive
252000680	A	Crew Seats Installation	Exclusive
252000681	B	Mission Rack Installation	Exclusive

252000686	D	Console Installation	Exclusive
252000687	A	Operator Seat And Life Vest Installation	Exclusive
252000702	B	Ptt Switch Installation	Exclusive
252000705	D	Wall - Mounted Equipment Installation - Operator Console	Exclusive
252000717	C	Portable Oxygen Bottle Installation	Exclusive
252000733	B	Console Wire Routing	Exclusive
252000760	B	Racks Safety Padding Installation	Exclusive
252000768	A	Rack 1 And 3 Wire Routing	Exclusive
252000769	A	Rack 2 And 4 Wire Routing	Exclusive
252000771	A	Rack 5 Wire Routing	Exclusive
252000776	IR	Towbar Relocation Installation	Exclusive
256000033	H	Safety Equipment Arrangement	Exclusive
331000014	IR	UHF Panel Lighting Installation	Exclusive
340000038	B	Gnss/INS Antenna Installation	Exclusive
340000039	A	Gnss/INS Wire Routing	Exclusive
340000042	IR	Structural Details, GPS Antenna Inst'l Upr Fuse, FS383.0	Exclusive
344000143	IR	TCAS Audio Inhibit - Wire Routing	Exclusive
344000144	IR	TCAS Bracket Installation	Exclusive
345000126	IR	TACAN Installation - Wire Routing	Exclusive
345000133	A	TACAN Controller Installation	Exclusive
391000100	C	Cockpit G-Meter Installation	Exclusive
950000605	A	Rack 1 Equipment Installation (Rss)	Exclusive
950000606	B	Rack 2 Equipment Installation (Jamming)	Exclusive
950000611	IR	Rack 3 Equipment Installation (Spare)	Exclusive
950000612	C	Rack 4 Equipment Installation (Jamming)	Exclusive
950000613	E	Rack 5 Equipment Installation (Comjam)	Exclusive
950000614	H	Console Equipment Installation	Exclusive
950000624	C	FWD Belly Radome Sensor Installation	Exclusive
950000625	C	FWD Belly Waveguide Installation	Exclusive

950000627	D	Tail Radome Sensor Installation	Exclusive
950000628	F	Fin Radome Sensor Installation	Exclusive
950000629	A	Rwr Digital Detector Head Installation	Exclusive
950000676	B	Cabin Temp Sensor Relocation	Exclusive
950000683	A	Rwr Fin Installation Wire Routing	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
950000700	IR	Comjam TX Antenna Installation	Exclusive
950000703	A	Comjam RX Antenna Installation	Exclusive
950000707	IR	TACAN Antenna Installation	Exclusive
950000709	A	Cduc Installation	Exclusive
950000711	A	Details - CDUC Installation	Exclusive
950000720	IR	Comjam Wire Routing	Exclusive
950000721	A	Mission Control Component Installation	Exclusive
950000728	A	Comjam Antennas Pressure Bulkhead Disconnects Installation	Exclusive
950000729	C	Main Belly Radome Sensor Installation	Exclusive
950000732	E	Tail Waveguide Installation	Exclusive
950000733	D	Radar System Wire Routing Diagram	Exclusive
950000742	IR	Ethernet Connection, Wire Routing	Exclusive
950000752	B	FWD Belly Tulip Antenna LRU Installation	Exclusive
950000754	B	Main Belly Waveguide Installation	Exclusive
950000759	C	LRU Tail Tulip Antenna Installation	Exclusive
950000775	B	Glareshield Panel Modification Installation	Exclusive
950000777	A	Rwr Display Ethernet Installation	Exclusive
950000791	D	Glareshield Panel Modification Installation	Exclusive
950000795	IR	Rack 5 TACAN Transceiver Installation	Exclusive
950000802	IR	Rwr Installation Cabin Wire Routing	Exclusive
952000066	A	FWD Radome Eccosorb Installation	Exclusive
FA03-N001	A07	Field Installation	Exclusive

SK3706	D	Tose Sb, Bag Smoke And Refuel System Annunciators Relocation	Exclusive
SK3716	IR	PA System Wire Routing	Exclusive
SK3721	A	PA System - Installation	Exclusive
SK3737	IR	ECS Test Configuration	Exclusive

1.2 WIRING DIAGRAMS

Number	Rev	Title	Exclusive/Non-Exclusive
210000126	C	ECS Exhaust Fan Wiring Diagram	Exclusive
230000098	J	Mission Audio System - Wiring Diagram	Exclusive
230000105	A	W/D, PTT Foot Switch	Exclusive
230000106	B	W/D, EWO Operator Audio Panel	Exclusive
230000107	B	W/D, Jump Seat Audio Panel	Exclusive
230000108	B	W/D, EWO Trainer Audio Panel	Exclusive
230000109	F	ATC Dual Mode Transponder System W/D	Non-exclusive
230000113	A	EWO Operator Ptt Panel	Exclusive
230000114	A	W/D - Pasenger Audio Panel	Exclusive
231100019	C	Wiring Diagram, UHF #1 System	Exclusive
231100020	C	Wiring Diagram, UHF #2 System	Exclusive
233000066	IR	Call Switch Relocation - W/D	Exclusive
240000213	J	Wiring Diagram Mission Power System Interconnect	Exclusive
240000217	B	Mission Power Control Panel - WD	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
240000220	F	Wiring Diagram, Power Distribution Unit, Rack 2	Exclusive
240000222	E	Glareshield Panel Modification W/D	Exclusive
240000228	H	Wiring Diagram - AC Contactor Box	Exclusive
240000233	B	Mission Power AC Junction Box -W/D	Exclusive
240000243	F	Wiring Diagram Mission Power DC Junction Box	Exclusive
240000251	A	Wiring Diagram, Mission TRU Limiter Box	Exclusive

240000252	C	Power Distribution Unit, Rack 1 Wiring Diagram	Exclusive
240000253	E	Wiring Diagram, Power Distribution Unit, Rack 3	Exclusive
240000254	C	Wiring Diagram, Power Distribution Unit, Rack 4	Exclusive
240000255	E	Wiring Diagram, Power Distribution Unit, Rack 5	Exclusive
240000256	F	Wiring Diagram, Power Distribution Unit, Rack 6	Exclusive
245000072	B	Mission Power AC Distribution - W/D	Exclusive
246000076	J	Wiring Diagram Mission DC Power Distribution	Exclusive
252000697	C	W/D - PC Interface And Map Light	Exclusive
326000003	D	Wiring Diagram Mission WOW Integration	Exclusive
331000010	A	W/D - Cockpit Panel Lighting Interconnect	Exclusive
339700001	IR	AC PWR Outlet And Aisle Lgt Removal Wiring Drawing	Exclusive
340000040	B	W/D - Gnss/INS System Interconnect	Exclusive
344000141	IR	TCAS Audio Inhibit	Exclusive
344000150	A	RAD Altimeter 2 W/D	Exclusive
345000127	C	Wiring Diagram TACAN Interconnect	Exclusive
950000617	D	Wiring Diagram Ea Jamming System Control Panel	Exclusive
950000619	C	Wiring Diagram RF Switch Status Panel	Exclusive
950000621	A	W/D - RSS Status Panel Assembly	Exclusive
950000623	B	W/D - Comjam Status Panel Assembly	Exclusive
950000632	D	Comjam Wiring Diagram	Exclusive
950000635	D	W/D - Radar System Simulator	Exclusive
950000643	B	Wiring Diagram Ethernet Interconnect	Exclusive
950000678	B	Cabin Temp Seonsor Wiring Diagram	Exclusive
950000681	C	Spectrum Analyzer Interconnection W/D	Exclusive
950000682	E	Wiring Diagram Radar Warning Receiver System Interconnect	Exclusive
950000695	E	Wiring Diagram Miscellaneous Control Panel	Exclusive
950000722	D	Wiring Diagram Mission Control Interconnect	Exclusive
950000780	B	Comjam Antenna Cable Assembiles	Exclusive
950000789	B	W/D, Moving Map Feed	Exclusive

950000796	B	RSS Control Harness	Exclusive
SK3689	IR	AC Load Bank Pallet WD	Exclusive
SK3701	A	Thermocouple And Temperature Recorder Wiring And Setup	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
26603100	E	Master Maintenance Manual Supplement	Exclusive
26603000	4.0	Master Aircraft Flight Manual Supplement (AFMS)	Exclusive
26603101	IR	HAE Maintenance Manual Supplement	Exclusive
26603103	IR	ICS And Jump Seat System Maintenance Manual Supplement	Exclusive
26603104	IR	Dual UHF System Maintenance Manual Supplement	Exclusive
26603105	IR	Mission Power - Maintenance Manual Supplement	Exclusive
26603106	IR	Cabin Interior Maintenance Manual Supplement	Exclusive
26603107	IR	Operator Console, Maintenance Manual Supplement	Exclusive
26603108	IR	Racks & Seats - Maintenance Manual Supplement	Exclusive
26603109	IR	GNSS/INS Maintenance Manual Supplement	Exclusive
26603110	IR	TACAN - Maintenance Manual Supplement	Exclusive
26603113	IR	G-Meter - Maintenance Manual Supplement	Exclusive
26603114	IR	Rwr Antenna - Maintenance Manual Supplement	Exclusive
26603115	B	RSS Maintenance Manual Supplement	Exclusive
26603116	IR	Comjam Maintenance Manual Supplement	Exclusive
26603117	A	Electronic Attack - Maintenance Manual Supplement	Exclusive
26603119	IR	TCAS - Maintenance Manual Supplement	Exclusive
26603500	IR	Pilot's Guide - UHF Comms	Exclusive
26604001	C	Weight And Balance Manual Supplement	Exclusive
26604100	A	Electrical Load Analysis - Ew Missionized Aircraft	Exclusive
26605600	IR	Racks And Seats PDR	Exclusive
26605601	A	Console And PBE PDR	Exclusive
26605602	A	RWR Antennas PDR	Exclusive
26605603	B	Mission Power PDR	Exclusive

26605604	A	Mission Controls PDR	Exclusive
26605605	IR	Jumpseat & Ewo ICS Audio PDR	Exclusive
26605606	IR	ECS High & Low Switch With Heat Study PDR	Exclusive
26605608	IR	Radar Signal Simulator PDR	Exclusive
26605609	A	Comjam PDR	Exclusive
26605614	IR	EFB & Rwr Display (Combined) PDR	Exclusive
26605619	IR	Draken Certification PDR	Exclusive
26605700	B	Racks And Seats CDR	Exclusive
26605701	B	Console CDR	Exclusive
26605702	B	Rwr Antennas CDR	Exclusive
26605703	A	Mission Power CDR	Exclusive
26605704	A	Mission System CDR	Exclusive
26605705	A	ICS Audio And Jumpseat CDR	Exclusive
26605706	B	ECS Hi/Low Switch Wiht Heat Study CDR	Exclusive
26605708	A	Radar Signal Simulator CDR	Exclusive
26605709	IR	Comjam	Exclusive
26605710	A	GPS-INS CDR	Exclusive
26605711	IR	Coin Matting And Floor Path LTG CDR	Exclusive
26605712	A	UHF COMM System CDR	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
26605713	IR	TACAN And TCAS Inhibit CDR	Exclusive
26605714	IR	EFB Display With Usb Ports - CDR	Exclusive
26605715	IR	RWR Display Mount And Stowage CDR	Exclusive
26605718	IR	LMS And G-Meter CDR	Exclusive
EBCL60-0012	1	Service Bulletin, EFB Provisions	Exclusive

2.0 MANUFACTURING DOCUMENTS

2.1 DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive

SK3734	IR	Waveguide Clamp Modification	Exclusive
T81435	IR	Calibration Reference Standard - Window	Exclusive

2.1.1 ANTENNA RELOCATION (CAA)

Number	Rev	Title	Exclusive/Non-Exclusive
230000112	B	RF Switch - Dual ATC Transponder Details	Non-exclusive

2.1.10 MISSION SYSTEM

Number	Rev	Title	Exclusive/Non-Exclusive
950000616	C	Ea/Jamming System Annunciator Panel Assembly	Exclusive
950000618	C	RF Switch Status Panel Assembly	Exclusive
950000620	B	RSS Status Panel Assembly	Exclusive
950000622	B	Comjam Status Panel Assembly	Exclusive
950000630	A	Rwr Digital Detector Head Provisions	Exclusive
950000660	C	Fin Radome Sensor Assemblies	Exclusive
950000691	A	EA/Jamming System Control Panel - Details	Exclusive
950000693	A	Faceplate Assembly - EA/Jamming System Control Panel	Exclusive
950000712	A	RF Switch Status Panel - Sheet Metal Details	Exclusive
950000713	A	Faceplate Assembly, Rf Switch Status Panel	Exclusive
950000714	C	RSS System Control Panel Sheet Metal Details	Exclusive
950000715	A	Faceplate Assembly - RSS System Control Panel	Exclusive
950000716	D	Comjam System Control Panel- Sheet Metal Details	Exclusive
950000717	A	Faceplate Assembly - Comjam System Control Panel	Exclusive
950000718	C	Metal Sheet - Miscellaneous Control Panel	Exclusive
950000719	B	Faceplate Assembly, Miscellaneous Control Panel	Exclusive

2.1.11 OP CONSOLE

Number	Rev	Title	Exclusive/Non-Exclusive
250000086	IR	Control Blanking Panel	Non-exclusive
252000689	C	Console Details	Exclusive
252000691	IR	Console Shelf Sub-Assembly Spec Analyzer And AP9114	Exclusive
252000692	IR	Console Rack Shelf Assemblies And Details	Exclusive

252000693	IR	Console Rack Shelf Assemblies And Details	Exclusive
252000698	B	Operator Seat Base Assembly	Exclusive
252000701	D	Cover And Pouch Assemblies	Exclusive
252000704	B	PTT Switch Details	Exclusive
252000718	C	Portable Oxygen Bottle Assembly	Exclusive
252000719	B	Portable Oxygen Bottle Sheet Metal Details	Exclusive
252000732	IR	Console Shelf Sub-Assembly - Ethernet Router	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
252000873	IR	Wall-Mounted Equipment Details	Exclusive
950000687	A	Console Shelf Assembly - Spec Analyser and AP9114	Exclusive
950000688	IR	Console Shelf Assembly - Moxia 5450I and GNSS INS	Exclusive
950000689	IR	Console Shelf Assembly - A/C Converter	Exclusive
950000690	IR	Miscellaneous Control Box Assembly	Exclusive
950000694	C	Miscellaneous Control Panel Assembly	Exclusive
950000743	B	Console Placards	Exclusive

2.1.12 RACKS AND SEATS

Number	Rev	Title	Exclusive/Non-Exclusive
113000076	C	Racks And Seats Placard Details	Exclusive
240000259	B	Rack 5 Disconnect Panel Provisions	Exclusive
240000260	C	Rack 5 Disconnect Panel Details	Exclusive
240000264	C	Rack 6 Console Disconnect Panel Provisions	Exclusive
240000265	C	Rack 6 Console Disconnect Panel Details	Exclusive
240000267	B	Racks 2 And 4 Disconnect Panel Provisions	Exclusive
240000268	C	Racks 2 And 4 Disconnect Panel Details	Exclusive
240000270	D	Racks 1 And 3 Disconnect Panel Provisions	Exclusive
240000271	B	Racks 1 And 3 Disconnect Panel Details	Exclusive
240000286	IR	Wire Routing Structural Provisions	Exclusive
240000287	IR	Wire Routing Structural Details	Exclusive

252000688	A	Console Assemblies	Exclusive
252000690	IR	Miscellaneous Control Box Assembly	Exclusive
252000709	B	Rack 1 Assembly	Exclusive
252000710	B	Rack 2 Assembly	Exclusive
252000711	A	Rack 2 Shelf Sub-ASSY - Seer RWR	Exclusive
252000712	C	Rack 4 Assembly	Exclusive
252000713	IR	Rack 4 Shelf Sub-Assembly - RF Activity Detection	Exclusive
252000714	A	Rack 4 Shelf Assembly - AC Converter	Exclusive
252000715	IR	Mission Rack Shelf Assemblies And Details	Exclusive
252000716	A	Rack 5 Provisions	Exclusive
252000721	C	Mission Rack Details	Exclusive
252000723	C	Rack 2 Details	Exclusive
252000725	D	Rack 5 Details	Exclusive
252000726	A	Mission Rack Details- Rack 4	Exclusive
252000728	IR	Rack 5 Shelf Sub-Assembly - Digital Compact Receiver	Exclusive
252000734	C	Rework, Oxygen System	Exclusive
252000747	A	Rack 1 Details	Exclusive
252000761	B	Racks Safety Padding Assemblies	Exclusive
950000607	IR	Rack 5 Shelf Assembly - Digital Compact Receiver	Exclusive
950000696	A	Rack 2 Shelf Assembly - Seer Rwr	Exclusive
950000697	B	Rack 4 Shelf Assembly - Rf Activity Detection	Exclusive
950000698	B	Rack 4 Waveguide Sub-Installation	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
950000699	IR	Rack 5 Shelf Assembly - RF Coupler And AC Converter	Exclusive
950000776	B	Rack 4 Waveguide Details	Exclusive
950000782	C	Rack 4 Waveguide Shelf Details	Exclusive
950000783	IR	Rack 5 Shelf Assembly TACAN	Exclusive
950000784	A	Rack 5 Shelf Sub-Assembly - TACAN	Exclusive

2.1.13 RADAR

Number	Rev	Title	Exclusive/Non-Exclusive
310010-309	IR	Lockwire Tab	Non-exclusive
950000631	B	AFT Pressure Bulkhead Provisions And Installation	Exclusive
950000724	A	Machined Detail, Tail Sensor Provisions	Exclusive
950000731	D	Main Belly Radome Sensor Detail	Exclusive
950000741	A	Main Belly Radome Sensor Provisions	Exclusive
950000746	C	FWD Belly Radome Sensor Provisions	Exclusive
950000747	B	FWD Belly Radome Sensor Detail	Exclusive
950000748	B	FWD Belly Waveguide Support Bracket Detail	Exclusive
950000749	IR	FWD Belly External Waveguide Detail	Exclusive
950000750	IR	Radome Penetration - Details	Exclusive
950000751	IR	FWD Belly Internal Waveguide Detail	Exclusive
950000753	B	FWD Belly Tulip Antenna LRU Details	Exclusive
950000755	D	Main Belly Waveguide Support Brkts Detail	Exclusive
950000756	A	Main Belly External Waveguide Detail	Exclusive
950000758	A	Main Belly Internal Waveguide Detail	Exclusive
950000762	B	AFT Pressure Bulkhead Details	Exclusive
950000763	B	Radar Waveguides Floor Penetrations	Exclusive
950000766	D	Sspa Main Belly LRU Installation	Exclusive
950000769	B	Tail Cover Rework	Exclusive
950000770	F	Tail Waveguide Details	Exclusive
950000779	A	Sspa Main Belly LRU Details	Exclusive
950000781	B	Radar Waveguides Floor Penetration Details	Exclusive
950000787	J	Tail Waveguide Spprt Brkt Detail	Exclusive
950000788	A	Sspa Main Belly LRU Provisions	Exclusive
950000790	C	Tail Waveguide Provisions	Exclusive
950000792	D	Tail Waveguide Provisions Detail	Exclusive
952000067	B	FWD Radome Eccosorb Detail	Exclusive

SK3705	A	Airshow Avionics Base Plate ASSY	Exclusive

2.1.14 RWR ANTENNA

Number	Rev	Title	Exclusive/Non-Exclusive
950000661	F	Details - Fin Radome Sensor Installation	Exclusive
950000662	A	Details - Rwr Digital Detector Head Installation	Exclusive
950000685	C	RWR AFT Bulkhead Penetration For Wire Harness	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
950000710	C	Cduc Provisions	Exclusive
950000745	D	Rwr Lav Cabin Cover Retrofit	Exclusive
950000761	C	Bulkhead Penetration Detail	Exclusive
SK3222	IR	Rework - Drain Channel	Non-exclusive
SK3690	C	Hinge Rework - MRB 4787	Exclusive

2.1.15 RWR DISPLAY

Number	Rev	Title	Exclusive/Non-Exclusive
950000067	E	DF Antenna Sheet Metal Details	Non-exclusive

2.1.16 TCAS

Number	Rev	Title	Exclusive/Non-Exclusive
311000017	B	TACAN Controller Provisions	Exclusive
344000146	B	TCAS Relay Box Assembly	Exclusive
344000147	IR	TCAS Relay Box Details	Exclusive
345000131	C	TACAN Indicator Provisions	Exclusive
950000785	A	TACAN Antenna Details	Exclusive

2.1.17 UHF

Number	Rev	Title	Exclusive/Non-Exclusive
231100021	B	UHF #2 Antenna Provisions	Exclusive
231100022	B	UHF#2 Antenna Details	Exclusive
233000067	A	Call Switch Relocation Panel Rework	Exclusive
233000069	A	Call Switch Relocation Placard	Exclusive

331000015	IR	Bracket Assembly	Exclusive
331000016	IR	Bracket	Exclusive

2.1.2 CARGO INTERIOR

Number	Rev	Title	Exclusive/Non-Exclusive
113000020	A	Emergency Equipment Placards	Exclusive
1652RZ	IR	Flammability Specimen Definition	Exclusive
252000753	B	Interior Placards	Exclusive
256000036	IR	Safety Equipment Installation Details	Exclusive
SK3718	A	DADO Duct Rework	Exclusive

2.1.3 CERTIFICATION

Number	Rev	Title	Exclusive/Non-Exclusive
110136	E	Shelf Details Mode S Transponder	Non-exclusive
SK3671	C	Draken Part Marking	Exclusive
SK3684	E	Smoke Test Floor Plan	Exclusive
SK3703	B	Atg Aircell & Radio Telephone Blanking Plate	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
SK3710	B	Nitrogen Bottle Flammability Specimen	Exclusive
SK3712	D	PA System Wire Diagram	Exclusive
SK3715	A	PA System - Details	Exclusive
SK3730	IR	Smoke Ground Test - Bench Test	Exclusive
T81434	IR	Calibration Reference Standard ASSY	Non-exclusive

2.1.4 COMJAM

Number	Rev	Title	Exclusive/Non-Exclusive
950000701	B	Comjam TX Antenna Provisions	Exclusive
950000702	IR	Upper Comjam Antenna Sheet Metal Details	Exclusive
950000704	B	Comjam RX Antenna Provisions	Exclusive
950000705	IR	Comjam RX Antenna Sheet Metal Details	Exclusive
950000727	IR	Comjam Antennas Machined Details	Exclusive

950000739	A	Comjam Anteanna Press Bhd Disconnects - Details	Exclusive
950000740	A	Comjam Antenna Press Bhd Disconnects Penetration	Exclusive

2.1.5 ECS

Number	Rev	Title	Exclusive/Non-Exclusive
210000123	D	Exhaust Air ECS Fan And Ducting Assembly	Exclusive
210000124	E	Exhaust Air ECS Fan And Ducting Sheet Metal Details	Exclusive
210000125	A	Exhaust Air ECS Fan And Ducting Composite Details	Exclusive
210000139	B	Smoke Detector Detail & Sub-ASSY	Exclusive
210000140	A	Smoke Detector Housing Sub-ASSY	Exclusive
SK3673	IR	Flammability Specimen	Exclusive
SK3686	A	Temperature Probe Installation, Ground & Flight Test	Exclusive
SK3709	IR	Duct Adapter Assembly	Exclusive

2.1.6 G METER

Number	Rev	Title	Exclusive/Non-Exclusive
345000130	B	Centre Instrument Panel Rework - G Meter	Exclusive

2.1.7 GPS/INS

Number	Rev	Title	Exclusive/Non-Exclusive
340000041	A	Structural Provisions, GPS Antenna Inst'l, Upr Fuse, FS383.0	Exclusive

2.1.8 JUMP SEAT

Number	Rev	Title	Exclusive/Non-Exclusive
230000099	B	Jump Seat ICS Panel Assembly	Exclusive
230000100	B	Jump Seat ICS Panel Details	Exclusive
230000102	D	Ewo And Observer Audio Assembly	Exclusive
230000103	C	Ewo And Observer Audio Details	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
230000104	IR	Flight Deck ICS Modifications	Exclusive
230000116	A	ICS Audio Adapter Provisions	Exclusive
230000118	C	Faceplate - Jump Seat ICS Panel Rework	Exclusive

230000120	A	Ewo And Observer Audio Placard	Exclusive
230000121	A	ICS Audio Adapter Sub-Assembly	Exclusive
230000122	A	ICS Audio Adapter Details	Exclusive
230000123	IR	ICS Panel Placard	Exclusive
230000125	IR	Ewo And Observer 3D Printed Audio Details	Exclusive
252000703	A	PTT Foot Switch Assembly	Exclusive

2.1.9 MISSION POWER

Number	Rev	Title	Exclusive/Non-Exclusive
240000216	C	Mission Power Control Panel Assembly	Exclusive
240000219	B	Rack 1 Power Distribution Unit Assembly	Exclusive
240000227	C	AC Contactor Box Assembly	Exclusive
240000231	C	Mission Power AC Junction Box Assembly	Exclusive
240000232	D	Mission Power DC Junction Box Assembly	Exclusive
240000237	A	Mission TRU Details	Exclusive
240000239	B	Mission TRU Limiter Box Assembly	Exclusive
240000240	C	Mission Power Control Panel Details	Exclusive
240000241	C	DC Junction Box Fabrication	Exclusive
240000242	B	Mission Power AC Junction Box Fabrication Details	Exclusive
240000244	D	Rack Power Distribution Unit Details	Exclusive
240000247	A	Nose TRU Bulkhead Feedthrough Details	Exclusive
240000248	A	Mission TRU Limiter Box Sub ASSY & Details	Exclusive
240000249	A	AC Contactor Details	Exclusive
240000261	E	Faceplate Assembly - Mission Power	Exclusive
240000262	A	Mission Power DC Junction Box Sub-Assembly	Exclusive
240000272	A	Mission Power DC Junction Detail Sub-Assembly	Exclusive
240000273	A	FWD Pressure Bulkhead Penetrations	Exclusive
240000275	C	Pdu Placard	Exclusive
240000276	G	Circuit Braker Legend Strip	Exclusive
240000277	D	Rack 2 Power Distribution Unit Assembly	Exclusive

240000278	B	Rack 3 Power Distribution Unit Assembly	Exclusive
240000279	C	Rack 4 Power Distribution Unit Assembly	Exclusive
240000280	B	Rack 5 Power Distribution Unit Assembly	Exclusive
240000281	F	Console Power Distribution Unit Assembly	Exclusive
240000283	A	Rccb Box Assembly	Exclusive
240000284	A	Rccb Box Details	Exclusive
244000001	A	Mission Power AC Junction Box Sub-ASSY	Exclusive
244000002	IR	AC Contactor Box Sub-Assembly	Exclusive
244000003	B	Power Distribution Unit Sub-Assembly	Exclusive
245000077	A	Junction Box 1 Modification	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
245000078	IR	Junction Box 1 Detail	Exclusive
250000089	C	Towbar Relocation Provisions	Exclusive
250000090	C	Towbar Relocation Details	Exclusive
SK3704	IR	Spacer Strip	Exclusive

3.0 CERTIFICATION REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
1652FG	A	Flammability Specimen Definition	Non-exclusive
1652IM	A	Flammability Specimen Definition	Non-exclusive
1652RA	B	Flammability Specimen Definition - ECS Duct	Exclusive
1652RC	A	Flammability Specimen Definition - Coin Matting	Exclusive
1652RD	A	Flammability Specimen Definition - Netting	Exclusive
1652RI	A	Flammability Specimen Definition	Exclusive
1652RK	A	Flammability Specimen Definition	Exclusive
1652RO	A	Flammability Specimen Definition	Exclusive
1652RP	A	Flammability Specimen Definition	Exclusive
1652RQ	A	Flammability Specimen Definition	Exclusive
1652RR	A	Flammability Specimen Definition	Exclusive

1652RT	A	Flammability Specimen Definition	Exclusive
1652RV	A	Flammability Specimen Definition	Exclusive
1652RW	A	Flammability Specimen Definition	Exclusive
1652RY	B	Flammability Specimen Definition	Exclusive
1652RZ	A	Flammability Specimen Definition	Exclusive
1652SF	B	Flammability Specimen Definition	Exclusive
1652SI	A	Flammability Specimen Definition	Exclusive
26600201	A	ECS - Structural Substantiation Report	Exclusive
26600203	A	ICS And Jump Seat - Structural Substantiation Report	Exclusive
26600204	B	UHF - Structural Substantiation Report	Exclusive
26600205	A	Mission Power - Structural Substantiation Report	Exclusive
26600206	A	Cargo Interior - Structural Substantiation Report	Exclusive
26600207	A	Op Console - Structural Substantiation Report	Exclusive
26600208	A	Racks And Seats - Structural Substantiation Report	Exclusive
26600209	A	GPS/INS - Structural Substantiation Report	Exclusive
26600210	B	TACAN & TCAS - Structural Substantiation Report	Exclusive
26600213	A	g Meter - Structural Substantiation Report	Exclusive
26600214	B	Rwr Antenna - Structural Substantiation Report	Exclusive
26600215	B	Radar - Structural Substantiation Report	Exclusive
26600216	B	Comjam - Structural Substantiation Report	Exclusive
26600219	IR	Flight Test Installations Structural Substantiation Report	Exclusive
26600301	H	ECS - System Safety Assessment And Electrical Substantiation Report	Exclusive
26600303	B	ICS And Jump Seat - System Safety Report	Exclusive
26600304	IR	Dual UHF System - System Safety Report	Exclusive
26600305	A	Mission Power - System Safety Report	Exclusive
26600307	B	System Safety Assessment Op Console System	Exclusive
26600309	IR	Gnss/INS System - System Safety Analysis	Exclusive
26600314	C		Exclusive

26600316	B	Comjam - System Safety Assessment And Electrical System Substantiation	Exclusive
26600317	B	Electronic Attack Jamming System - System Safety Assessment	Exclusive
26600319	C	TCAS Audio Inhibit - System Safety Report	Exclusive

Number	**Rev**	**Title**	**Exclusive/Non-Exclusive**
26600320	E	Zonal Safety Analysis	Exclusive
26600402	A	Cabin Seating Safety Assessment	Exclusive
26600403	B	Non-Rechargeable Lithium Batteries Installation - Safety Assessment	Exclusive
26600404	B	Safety Assessment Of Smoke And ECS Flight Test Equipment	Exclusive
26600500	B	Flammability Qualification Report - Ew Missionized Aircraft	Exclusive
26600601	B	ECS - Heat Load Report	Exclusive
26600602	A	Cabin Inspection Plan	Exclusive
26600603	IR	Cabin Inspection Report	Exclusive
26600604	G	Safety Analysis Fuel Tank Ignition Prevention Report	Exclusive
26602000	A	EMI/EMC Test Plan	Exclusive
26602001	IR	EMI/EMC Flight Test Plan	Exclusive
26602101	B	Ground Test Plan Environmental Control System	Exclusive
26602103	B	ICS And Jump Seat - Ground Test Plan	Exclusive
26602104	IR	UHF - Ground Test Plan	Exclusive
26602105	IR	Mission Power - Ground Test Plan	Exclusive
26602109	IR	GPS/INS - Ground Test Plan	Exclusive
26602114	IR	Rwr Antenna Ground Test Plan	Exclusive
26602115	IR	Radar - Ground Test Plan	Exclusive
26602116	B	Comjam - Ground Test Plan	Exclusive
26602117	B	Electronic Attack Jamming System - Ground Test Plan	Exclusive
26602120	A	Flight Deck Human Machine Interface Assessment Plan	Exclusive

26602121	IR	TCAS Audio Inhibit Ground Test Plan	Exclusive
26602122	C	Ground Test Plan Smoke Detection (Racks And Ewo Console)	Exclusive
26602201	D	Flight Test Plan Environmental Control System (Ecs)	Exclusive
26602211	B	Smoke Flight Test Plan	Exclusive
26602219	B	Flight Test Plan - Buffeting And Vibration	Exclusive
26602221	IR	Flight Deck Human Machine Interface Assessment - Flight Test Plan	Exclusive
26602500	B	EMI/EMC Test Report	Exclusive
26602502	IR	EMI/EMC Flight Test Report	Exclusive
26602601	C	Ground Test Report ECS System	Exclusive
26602604	IR	UHF - Ground Test Report	Exclusive
26602605	IR	Mission Power - Ground Test Report	Exclusive
26602609	IR	GPS/Inss - Ground Test Report	Exclusive
26602614	A	Rwr System - Ground Test Report	Exclusive
26602615	A	RSS System - Ground Test Report	Exclusive
26602616	A	Comjam - Ground Test Report	Exclusive
26602617	A	Electronic Attack Jamming System - Ground Test Report	Exclusive
26602618	A	ICS And Jump Seat - Ground Test Report	Exclusive
26602622	IR	TCAS - Ground Test Report	Exclusive
26602623	C	Ground Test Report Smoke Detection (Racks And Ewo Console)	Exclusive
26602705	B	ECS - Flight Test Report	Exclusive
26602711	A	Flight Test Report Smoke Detection (Racks And Ewo Console)	Exclusive
26604000	A	Weight And Balance Analysis - Ew Missionized Aircraft	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
26605001	IR	Test Readiness Review	Exclusive
26605400	IR	Design Compliance Matrix - Verification Of Design Compliance Modif	Exclusive

DDP 10-137-9	2	Declaration Of Design And Performance Of Antenna Type 10-137-9	Non-exclusive
DDP 10-155-7	IR	Declaration Of Design And Performance Of UHF/VHF/L Band Anten	Non-exclusive
DRAK-RAF-NEWP-	4	Mission System Configuration Procedures For ECS Testing	Draken Europe Document
DRAK-RSAF-EAS-6	2	Electronic Attack System Product Specification For The Challenger 6	Draken Europe Document
FRDC-0070-CR	A	Certification Record	Exclusive
FRDC-0070-DC	IR	Design Change (Cert Plan)	Exclusive
FRDC-0070-FTR-04	A	Flight Test Report Challenger 604 Vibration And Buffet	Exclusive

This list is extracted from Field Aviation Document 26820000 DRAFT **2026-06-02**

MASTER DATA LIST

C604 MISSION SYSTEM SUITE - CO3

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive
010000198	IR	GA - Radar and Jamming System	Exclusive
010000199	IR	GA - RWR System	Exclusive
010000200	IR	GA - Comjam	Exclusive
010000201	IR	GA - Mission Power	Exclusive
010000202	IR	General Arrangement - UHF	Exclusive
010000203	IR	GA-TACAN & TCAS	Exclusive
010000204	A	GA - Racks & Seats	Exclusive
010000206	IR	GA - EW Missionized Aircraft Modifications (Caa Stc)	Exclusive
010000216	IR	GA - Jump Seat/EWO ICS Audio	Exclusive
010000217	IR	GA - Interior	Exclusive
010000218	IR	GA -Console & Operator Seat	Exclusive
010000219	IR	GA - ECS System Modifications	Exclusive
230000124	IR	EWO And Observer Audio Installation	Exclusive
231100017	A	UHF #2 Antenna Installation	Exclusive
231100026	A	UHF Transceiver Installation	Exclusive
231100031	IR	UHF Controller Installation	Exclusive
240000238	B	Mission TRU Limiter Box Installation	Exclusive
240000288	C	Mission Power Hardware Installation	Exclusive
240000292	IR	Rccb Box Installation	Exclusive
240000295	IR	Mission Power DC Junction Box Installation	Exclusive
240000299	IR	Installation - Mission TRU(S)	Exclusive
240000301	A	Flight Deck Circuit Breaker Panel Modification	Exclusive
240000303	IR	Mission Power AC Junction Box Installation	Exclusive
240000304	IR	Mission Power Control Panel Installation	Exclusive

240000305	IR	AC Contactor Box Installation	Exclusive
240000308	IR	Glareshield Panel Modification Installation	Exclusive
240000311	IR	Instrument Panel Annunciator Installation	Exclusive
240000317	A	Mission DC Power - Wire Routing	Exclusive
250000153	IR	Towbar Relocation Installation	Exclusive
252000760	B	Racks Safety Padding Installation	Exclusive
252000865	IR	Floor Covering & FPEEPL Installation	Exclusive
252000866	IR	Crew Seats Installation	Exclusive
252000867	IR	Portable Oxygen Bottle Installation	Exclusive
252000871	IR	Interior Closeout	Exclusive
256000060	IR	Safety Equipment Arrangement	Exclusive
311000019	IR	Auxiliary Annunciator Control Panel Installation	Exclusive
316000002	IR	Brt/Dim Test Unit Relocation Provisions And Details	Exclusive
950000605	B	Rack 1 Equipment Installation (Rss)	Exclusive
950000606	C	Rack 2 Equipment Installation (Jamming)	Exclusive
950000611	A	Rack 3 Equipment Installation (Spare)	Exclusive

Number	**Rev**	**Title**	**Exclusive/Non-Exclusive**
950000612	D	Rack 4 Equipment Installation (Jamming)	Exclusive
950000613	G	Rack 5 Equipment Installation (Comjam)	Exclusive
950000614	K	Console Equipment Installation	Exclusive
950000683	B	Rwr Fin Installation Wire Routing	Exclusive
950000711	A	Details - Cduc Installation	Exclusive
950000733	F	Radar System Wire Routing Diagram	Exclusive
950000807	IR	Tail Waveguide Installation (Cabin)	Exclusive
950000808	IR	Tail Waveguide Installation (AFT Bulkhead)	Exclusive
950000809	IR	Comjam Pressure Bulkhead Disconnects Installation	Exclusive
950000811	A	Sspa Main Belly Radome LRU Installation	Exclusive
950000815	IR	FWD Belly Tulip Antenna LRU Installation	Exclusive

950000819	IR	Tail Tulip Antenna LRU Installation	Exclusive
950000823	A	Rwr AFT Pressure Bulkhead Disconnects Installation	Exclusive
950000829	IR	TACAN Antenna Installation	Exclusive
950000865	IR	Rwr Installation Cabin Wire Routing	Exclusive
SK3792	IR	Radome AFT Attachment - MRB 5144	Exclusive

1.2 WIRING DIAGRAMS

Number	Rev	Title	Exclusive/Non-Exclusive
231100030	IR	Wiring Diagram, UHF #2 System	Exclusive
231100032	IR	Wiring Diagram, UHF #1 System	Exclusive
240000217	B	Mission Power Control Panel - WD	Exclusive
240000220	F	Wiring Diagram, Power Distribution Unit, Rack 2	Exclusive
240000228	H	Wiring Diagram - AC Contactor Box	Exclusive
240000251	A	Wiring Diagram, Mission TRU Limiter Box	Exclusive
240000252	C	Power Distribution Unit, Rack 1 Wiring Diagram	Exclusive
240000253	E	Wiring Diagram, Power Distribution Unit, Rack 3	Exclusive
240000254	C	Wiring Diagram, Power Distribution Unit, Rack 4	Exclusive
240000255	F	Wiring Diagram, Power Distribution Unit, Rack 5	Exclusive
240000256	F	Wiring Diagram, Power Distribution Unit, Rack 6	Exclusive
240000309	IR	Glareshield Panel Modification W/D	Exclusive
240000312	IR	Instrument Panel Annunciators W/D	Exclusive
252000697	C	W/D - Pc Interface And Map Light	Exclusive
311000023	IR	Auxiliary Annunciator Control Panel - WD	Exclusive
331000010	B	W/D - Cockpit Panel Lighting Interconnect	Exclusive
344000152	IR	Wiring Diagram TCAS Audio Inhibit	Exclusive
950000608	IR	W/D - Hb Jamming Relay Box	Exclusive
950000617	D	Wiring Diagram Ea Jamming System Control Panel	Exclusive
950000619	C	Wiring Diagram Rf Switch Status Panel	Exclusive
950000621	A	W/D - RSS Status Panel Assembly	Exclusive
950000623	B	W/D - Comjam Status Panel Assembly	Exclusive

950000635	F	Wiring Diagram - Radar System Interconnect	Exclusive
950000643	B	Wiring Diagram Ethernet Interconnect	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
950000681	E	Spectrum Analyzer Interconnection W/D	Exclusive
950000695	E	Wiring Diagram Miscellaneous Control Panel	Exclusive
950000789	C	W/D, Moving Map Feed	Exclusive
SK3780	IR	Spacer - MRB 5073	Exclusive
SK3790	P1	Airshow Diu Removal	Exclusive

1.3 REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26825600	A	EA Jam, Comjam & Rwr Antenna Delta PDR	Exclusive
26825601	A	Mission Power, UHF, TACAN, Racks & Seats Delta PDR	Exclusive
26825602	IR	Interior, Jump Seat & ICS And ECS PDR	Exclusive
26825701	A	Mission Power, UHF, TACAN And Racks & Seats CDR	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
311000024	IR	TACAN Controller Provisions And Blanking Plate	Exclusive

2.1.1 CERTIFICATION

Number	Rev	Title	Exclusive/Non-Exclusive
110136	E	Shelf Details Mode ‘s’ Transsponder	Exclusive
SK3783	A	Frame Flange Repair - MRB 5085	Exclusive

2.1.10 RWR ANTENNA

Number	Rev	Title	Exclusive/Non-Exclusive
950000710	C	Cduc Provisions	Exclusive
950000824	A	RWR AFT Pressure Bulkhead Disconnects Provisions	Exclusive
950000825	IR	RWR AFT Pressure Bulkhead Disconnects Details	Exclusive
950000828	A	AFT Cabin Cutouts	Exclusive
SK3222	IR	Rework - Drain Channel	Non-exclusive

SK3690	C	Hinge Rework - MRB 4787	Exclusive

2.1.11 TCAS

Number	Rev	Title	Exclusive/Non-Exclusive
950000830	IR	TACAN Antenna Povisions	Exclusive
950000831	IR	TACAN Antenna Details	Exclusive

2.1.12 UHF

Number	Rev	Title	Exclusive/Non-Exclusive
231100021	B	UHF #2 Antenna Provisions	Exclusive
231100022	B	UHF#2 Antenna Details	Exclusive
231100027	A	UHF Transceiver Provisions	Exclusive
231100028	A	UHF Transceiver Assembly	Exclusive
231100029	A	UHF Transceiver Details	Exclusive
231100033	IR	Coax Connector Rework/Install - UHF #2	Exclusive
311000020	IR	Auxiliary Annunciator Control Panel Assembly	Exclusive
311000021	A	Auxiliary Annunciator Control Panel Details	Exclusive
311000022	IR	Auxiliary Annunciator Control Panel Faceplate	Exclusive
316000003	IR	Brt/Dim Test Unit Relocation	Exclusive

2.1.2 COMJAM

Number	Rev	Title	Exclusive/Non-Exclusive
950000701	B	Comjam TX Antenna Provisions	Exclusive
950000702	IR	Upper Comjam Antenna Sheet Metal Details	Exclusive
950000810	IR	Comjam Pressure Bulkhead Disconnects Provisions	Exclusive

2.1.3 ECS

2.1.4 INTERIOR

Number	Rev	Title	Exclusive/Non-Exclusive
252000872	IR	RHS DADO Duct Rework	Exclusive
380000002	IR	Water Line Removal	Exclusive

2.1.5 JUMP SEAT

Number	Rev	Title	Exclusive/Non-Exclusive

230000100	B	Jump Seat ICS Panel Details	Exclusive
230000125	IR	Ewo And Observer 3D Printed Audio Details	Exclusive
234000007	IR	Entertainment Control/Switching Module (Mhe)	Exclusive

2.1.6 MISSION POWER

Number	Rev	Title	Exclusive/Non-Exclusive
240000216	C	Mission Power Control Panel Assembly	Exclusive
240000219	B	Rack 1 Power Distribution Unit Assembly	Exclusive
240000227	C	AC Contactor Box Assembly	Exclusive
240000239	B	Mission TRU Limiter Box Assembly	Exclusive
240000240	C	Mission Power Control Panel Details	Exclusive
240000241	C	DC Junction Box Fabrication	Exclusive
240000244	D	Rack Power Distribution Unit Details	Exclusive
240000248	A	Mission TRU Limiter Box Sub ASSY & Details	Exclusive
240000249	A	AC Contactor Details	Exclusive
240000261	E	Faceplate Assembly - Mission Power	Exclusive
240000275	C	Pdu Placard	Exclusive
240000278	B	Rack 3 Power Distribution Unit Assembly	Exclusive
240000280	B	Rack 5 Power Distribution Unit Assembly	Exclusive
240000293	A	Rccb Box Provisions	Exclusive
240000294	IR	Rccb Box Provisions Details	Exclusive
240000296	A	Mission Power DC Junction Box Provisions	Exclusive
240000297	IR	Mission Power DC Junction Detail Sub-Assembly	Exclusive
240000300	IR	Mission TRU Details	Exclusive
240000302	IR	Circuit Braker Legend Strip	Exclusive
240000310	A	Glareshield Panel Modification Rework	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
240000313	IR	Instrument Panel Annunciators Rework	Exclusive
240000314	A	Wardrobe Provisions	Exclusive

240000315	A	Wardrobe Details	Exclusive
244000002	IR	AC Contactor Box Sub-Assembly	Exclusive
244000003	B	Power Distribution Unit Sub-Assembly	Exclusive

2.1.7 OP CONSOLE

Number	Rev	Title	Exclusive/Non-Exclusive
210000139	B	Smoke Detector Detail & Sub-ASSY	Exclusive
252000689	D	Console Details	Exclusive
252000732	IR	Console Shelf Sub-Assembly - Ethernet Router	Exclusive
950000616	D	Ea/Jamming System Annunciator Panel Assembly	Exclusive
950000618	C	Rf Switch Status Panel Assembly	Exclusive
950000620	B	RSS Status Panel Assembly	Exclusive
950000622	B	Comjam Status Panel Assembly	Exclusive
950000687	A	Console Shelf Assembly - Spec Analyser And AP9114	Exclusive
950000688	A	Console Shelf Assembly - Moxia 5450I And Gnss Inu	Exclusive
950000690	IR	Miscellaneous Control Box Assembly	Exclusive
950000691	A	EA/Jamming System Control Panel - Details	Exclusive
950000693	A	Faceplate Assembly - Ea/Jamming System Control Panel	Exclusive
950000694	C	Miscellaneous Control Panel Assembly	Exclusive
950000712	A	Rf Switch Status Panel - Sheet Metal Details	Exclusive
950000713	A	Faceplate Assembly, Rf Switch Status Panel	Exclusive
950000714	C	RSS System Control Panel Sheet Metal Details	Exclusive
950000715	A	Faceplate Assembly - RSS System Control Panel	Exclusive
950000716	D	Comjam System Control Panel- Sheet Metal Details	Exclusive
950000717	A	Faceplate Assembly - Comjam System Control Panel	Exclusive
950000718	C	Metal Sheet - Miscellaneous Control Panel	Exclusive
950000719	B	Faceplate Assembly, Miscellaneous Control Panel	Exclusive

2.1.8 RACKS AND SEATS

Number	Rev	Title	Exclusive/Non-Exclusive
113000076	C	Racks And Seats Placard Details	Exclusive

240000259	B	Rack 5 Disconnect Panel Provisions	Exclusive
240000260	C	Rack 5 Disconnect Panel Details	Exclusive
240000264	D	Rack 6 Console Disconnect Panel Provisions	Exclusive
240000265	C	Rack 6 Console Disconnect Panel Details	Exclusive
240000267	B	Racks 2 And 4 Disconnect Panel Provisions	Exclusive
240000268	C	Racks 2 And 4 Disconnect Panel Details	Exclusive
240000270	D	Racks 1 And 3 Disconnect Panel Provisions	Exclusive
240000271	B	Racks 1 And 3 Disconnect Panel Details	Exclusive
252000711	A	Rack 2 Shelf Sub-ASSY - Seer Rwr	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
252000713	IR	Rack 4 Shelf Sub-Assembly - Rf Activity Detection	Exclusive
252000714	A	Rack 4 Shelf Assembly - AC Converter	Exclusive
252000715	IR	Mission Rack Shelf Assemblies And Details	Exclusive
252000721	C	Mission Rack Details	Exclusive
252000723	C	Rack 2 Details	Exclusive
252000725	D	Rack 5 Details	Exclusive
252000728	IR	Rack 5 Shelf Sub-Assembly - Digital Compact Receiver	Exclusive
252000744	IR	Smoke Detector Bracket Assemblies	Exclusive
252000747	A	Rack 1 Details	Exclusive
252000761	B	Racks Safety Padding Assemblies	Exclusive
352000005	IR	Therapeutic Oxygen System Rework	Exclusive
352000006	IR	Passenger Oxygen Rework	Exclusive
950000607	IR	Rack 5 Shelf Assembly - Digital Compact Receiver	Exclusive
950000696	A	Rack 2 Shelf Assembly - Seer Rwr	Exclusive
950000697	B	Rack 4 Shelf Assembly - Rf Activity Detection	Exclusive
950000698	B	Rack 4 Waveguide Sub-Installation	Exclusive
950000699	IR	Rack 5 Shelf Assembly - Rf Coupler And AC Converter	Exclusive
950000776	B	Rack 4 Waveguide Details	Exclusive

950000782	C	Rack 4 Waveguide Shelf Details	Exclusive
950000783	IR	Rack 5 Shelf Assembly TACAN	Exclusive
950000784	A	Rack 5 Shelf Sub-Assembly - TACAN	Exclusive
SK3799	IR	Mission Rack Shelf Rail Rework - MRB5168	Exclusive

2.1.9 RADAR

Number	Rev	Title	Exclusive/Non-Exclusive
310010-309	IR	Lockwire Tab	Non-exclusive
950000631	C	AFT Pressure Bulkhead Provisions And Installation	Exclusive
950000755	D	Main Belly Waveguide Support Brkts Detail	Exclusive
950000762	B	AFT Pressure Bulkhead Details	Exclusive
950000770	F	Tail Waveguide Details	Exclusive
950000787	K	Tail Waveguide Spprt Brkt Detail	Exclusive
950000812	IR	Sspa Main Belly LRU Provisions	Exclusive
950000813	IR	Sspa Main Belly LRU ASSY	Exclusive
950000814	A	Sspa Main Belly LRU Detail	Exclusive
950000816	A	FWD Belly Tulip Antenna LRU Provision	Exclusive
950000817	IR	FWD Belly Tulip Antenna LRU ASSY	Exclusive
950000818	IR	FWD Belly Tulip Antenna LRU Details	Exclusive
950000820	IR	Tail Tulip Antenna LRU Provisions	Exclusive
950000821	IR	Tail Tulip Antenna LRU Composite Shelf ASSY	Exclusive
950000822	IR	Tail Tulip Antenna LRU Sheet Metal Detail & ASSY	Exclusive

2.2 REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26821000	IR	Modification Instruction Miscellaneous Systems Removal/Rework	Exclusive
26822000	IR	EMI/EMC Ground Test Plan	Exclusive
26822001	IR	EMI/EMC Flight Test Plan	Exclusive
26822101	IR	Flight Deck Human Machine Interface Assessment Plan	Exclusive

3.0 CERTIFICATION REPORTS

Number	Rev	Title	Exclusive/Non-Exclusive
26820200	IR	Ew Mission Structural Substantiation (CO2 Configuration)	Exclusive
26820201	IR	Ew Mission Structural Substantiation (CO3 Configuration)	Exclusive
26820300	IR	Delta System Safety Analysis	Exclusive
26820400	IR	Cabin Seating Safety Assessment	Exclusive
26820601	IR	Cabin Inspection Plan	Exclusive
26820602	IR	Cabin Inspection Report	Exclusive
26822100	IR	Functional Test Mission System	Exclusive
26822500	IR	EMI/EMC Ground Test Report	Exclusive
26822501	IR	EMI/EMC Flight Test Report	Exclusive
26822600	IR	Flight Deck Human Machine Interface Assessment Report	Exclusive
26824100	IR	Electrical Loads Analysis - Ew Missionized Aircraft	Exclusive
26825700	IR	Ea Jam, Comjam & Rwr Antenna – Delta CDR	Exclusive
26825702	A	Interior, Jump Seat & ICS And ECS CDR	Exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
26603100	E	Master Maintenance Manual Supplement	Exclusive
26603101	IR	HAE - Maintenance Manual Supplement	Exclusive
26603103	IR	ICS and Jump Seat - Maintenance Manual Supplement	Exclusive
26603104	IR	UHF - Maintenance Manual Supplement	Exclusive
26603105	IR	Mission Power - Maintenance Manual Supplement	Exclusive
26603106	IR	Cargo Interior - Maintenance Manual Supplement	Exclusive
26603107	IR	Operator Console, Maintenance Manual Supplement	Exclusive
26603108	IR	Racks & Seats - Maintenance Manual Supplement	Exclusive
26603109	IR	GPS/INSS - Maintenance Manual Supplement	Exclusive
26603110	IR	TACAN - Maintenance Manual Supplement	Exclusive
26603113	IR	G Meter - Maintenance Manual Supplement	Exclusive
26603114	IR	RWR - Maintenance Manual Supplement	Exclusive
26603115	B	RSS - Maintenance Manual Supplement	Exclusive
26603116	IR	ComJam - Maintenance Manual Supplement	Exclusive
26603117	A	Electronic Attack - Maintenance Manual Supplement	Exclusive

Documents referenced in the ICA required by Draken.			
MB628	Latest	Mission Seat Part No. MBCS12980() Maintenance Manual Martin Baker	Non-exclusive
ICA16046, 55-30-11-922		Removal of the Vertical Stabilizer Radome Assy (SIDDHIS Aeronautical Designs)	Non-exclusive
46-SM100B	V08	RF Signal Generator User Manual Rohde & Schwarz	Non-exclusive
0040-35001-01	Latest	Tactical Air Navigation System TACAN+ L3HARRIS	Non-exclusive
CPT7700	V11	Novatel Datalogger Installation Operating Manual	Non-exclusive
CMM 25-24-165	Latest	Passenger Seats for Midcoast Challenger Aircraft Component Maintenance Manual with Illustrated Parts List. B/E Aerospace, Business Jet Group	Non-exclusive
MFG-526	Latest	Owner's Manual FA-AV() Series Liferaft. Collins Aerospace.	Non-exclusive
N/A	N/A	Loncoin II Featherweight Maintenance Guide (Lonseal)	Non-exclusive
N/A	N/A	Firemaster 3 Gauntlet Specification (Southcombe Brothers)	Non-exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
EPS-101 M.pdf			Non-exclusive
EPS-101N.pdf	N	EPS-101N: Engineering Procedures Manual	Non-exclusive
EPS-101.pdf			Non-exclusive
EPS-101A.pdf			Non-exclusive
EPS-101B.pdf			Non-exclusive
EPS-101C.pdf			Non-exclusive
EPS-101D.pdf			Non-exclusive
EPS-101E.pdf			Non-exclusive
EPS-101F.pdf			Non-exclusive
EPS-101G.pdf			Non-exclusive
EPS-101H.pdf			Non-exclusive
EPS-101J.pdf			Non-exclusive
EPS-101K.pdf			Non-exclusive
EPS-101L.pdf			Non-exclusive
EPS-102 D.pdf			Non-exclusive
EPS-102 F.pdf			Non-exclusive
EPS-102 G.pdf			Non-exclusive
EPS-102H.pdf	H	EPS-102H: Engineering Documentation Review Process And Signature Authority	Non-exclusive
EPS-102.pdf			Non-exclusive
EPS-102A.pdf			Non-exclusive
EPS-102B.pdf			Non-exclusive
EPS-102C.pdf			Non-exclusive
EPS-102E.pdf			Non-exclusive
EPS-111A.pdf			Non-exclusive
EPS-111B.pdf			Non-exclusive
EPS-111C.pdf			Non-exclusive
EPS-111D.pdf			Non-exclusive

EPS-111E.pdf	E	EPS-111E: Design Project Checklist	Non-exclusive
EPS-301 B.pdf			Non-exclusive
EPS-301 C.pdf			Non-exclusive
EPS-301D.pdf	D	EPS-301D: Drawing Standards Manual	Non-exclusive
EPS-301.pdf			Non-exclusive
EPS-301A.pdf			Non-exclusive
EPS-401 A.pdf			Non-exclusive
EPS-401B.pdf	B	EPS-401B: Report Writing Standard	Non-exclusive
EPS-401.pdf			Non-exclusive
EPS-501A.pdf	A	EPS-501A: Flammability Qualification Manual	Non-exclusive
EPS-501.pdf			Non-exclusive
EPS-601.pdf	IR	EPS-601: EMI/EMC Test Qualification Template	Non-exclusive
EPS-701.pdf			Non-exclusive
EPS-701A.pdf			Non-exclusive
EPS-701B.pdf			Non-exclusive
EPS-701C.pdf	C	EPS-701C: Time System Approval Process	Non-exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
FPS 100.00	G	Index & Cross Reference	Non-exclusive
FPS 101.01	E	Sheet Metal Forming	Non-exclusive
FPS 102.01	D	Installation of Mechanical Fasteners	Non-exclusive
FPS 102.02	L	Preferred Hardware, Materials and Approved Subsitutes	Non-exclusive
FPS 102.03	A	Dimpling & Countersinking	Non-exclusive
FPS 102.04	B	Rework of Countersunk Holes	Non-exclusive
FPS 102.05	IR	Freeze Plug Installation Procudure	Non-exclusive
FPS 105.01	F	Identification & Part Marking	Non-exclusive
FPS 109.01	C	Edge and Surface Finishing of Manufactured Parts	Non-exclusive
FPS 110.01	B	Heat Treatment of Aluminum Alloy Rivets	Non-exclusive
FPS 110.02	B	Heat Treatment of Aluminum Alloys	Non-exclusive
FPS 111.01	A	Vapour Degreasing	Non-exclusive
FPS 111.02	A	Cleaning of Aluminum and Aluminum Alloys	Non-exclusive
FPS 112.01	C	Application of Alodine	Non-exclusive
FPS 112.03	B	Chromic Acis Anodizing	Non-exclusive
FPS 112.04	A	Electroless Nickle Coating	Non-exclusive
FPS 114.01	E	Paint- Application, Inspection and Removal	Non-exclusive
FPS 114.03	D	Application Of Epoxy Primer	Non-exclusive
FPS 116.01	C	Electrical Receptacle Installation	Non-exclusive
FPS 116.02	A	Installation Of HF Wire Antennas	Non-exclusive
FPS 116.03	D	Grounding And Bonding	Non-exclusive
FPS 116.04	A	Wire Termination Specification	Non-exclusive
FPS 116.05	A	Acceptable Wire Type Alternative	Non-exclusive
FPS 116.06	A	Wire Re-Identification or Coding Procedure	Non-exclusive
FPS 116.07	A	Video Coaxial Cable Routing	Non-exclusive
FPS 117.02	A	Forming Thermoplastic Sheet	Non-exclusive
FPS 117.03	B	Installation Of Potted Sandwich Panel Inserts, Spacers and Pins	Non-exclusive
FPS 117.04	A	Bonded Joints	Non-exclusive
FPS 117.05	A	Application Of Decorative Laminates To Aircraft Interior Components	Non-exclusive
FPS 117.06	B	Edge Sealing Of Composite Sandwich Panels	Non-exclusive
FPS 117.07	A	Wet Lay-Up (Composite Materials) Specification	Non-exclusive

FPS 117.08	A	Vacuum Bagging Procedure	Non-exclusive
FPS 117.09	A	Adhesive Bonding Of Strain Gauge Sensors	Non-exclusive
FPS 117.10	A	Application Of Phenolic Prepreg	Non-exclusive
FPS 120.01	G	Material Testing - Flame Resistance	Non-exclusive
FPS 120.07	A	Allowable Deviations From Drawing	Non-exclusive
FPS 120.08	B	Application Of Sealant and Adhesives	Non-exclusive
FPS 120.09	B	Fabrication Of Rigid Plumbing Lines	Non-exclusive
FPS 120.10	IR	Flexible Duct Connection- End Completion	Non-exclusive
FPS 11	2	The Installation Of Mechanical Fasteners	Non-exclusive
FPS-17	1	Welding of Non Essential Load Carrying Parts	Non-exclusive
FPS-19	3	Swaged Cable Assemblies	Non-exclusive

Number	Rev	Title	Exclusive/Non-Exclusive
CrossReferenceToFAWLfps.pdf	IR	Cross Reference to FAWL Process Standards	Non-exclusive
FPS IndexRev37.pdf	37	Field Process Standards	Non-exclusive
FPS-11.pdf	5	Installation of Mehanical Fasteners	Non-exclusive
FPS-12.pdf	2	Edge Finishing of Sheet Metal Parts	Non-exclusive
FPS-13.pdf	2	Application of MIL-P-23377 Epoxy Primer	Non-exclusive
FPS-14.pdf	1	Application of MIL-C-22750 Epoxy Topcoat	Non-exclusive
FPS-15.pdf	2	Allowable Deviations from Drawing	Non-exclusive
FPS-16.pdf	3	Electroless Nickel Coating	Non-exclusive
FPS-17.pdf	1	Welding of Non and Non-Essential Load Carrying Parts	Non-exclusive
FPS-18.pdf	1	Identification of Parts and Assemblies	Non-exclusive
FPS-19.pdf	3	Swaged Cable Assemblies	Non-exclusive
FPS-20.pdf	2	Application of Durathane Enamel Exterior Paint	Non-exclusive
FPS-21.pdf	4	Sheet Metal Fabrication	Non-exclusive
FPS-22.pdf	1	Dimpling and Countersinking	Non-exclusive
FPS-23.pdf	6	Edge Sealing of Sandwich Panels	Non-exclusive
FPS-24.pdf	10	Preferred Hardware	Non-exclusive
FPS-25.pdf	1	Alodine Process for Protection of Aluminium	Non-exclusive
FPS-26.pdf	2	Chrome Anodizing of Aluminium and Alu Alloys	Non-exclusive
FPS-27.pdf	4	Adhesive Bonding of Strain Gauge Sensors	Non-exclusive
FPS-28.pdf	2	Rework of Countersunk Rivet Holes	Non-exclusive
FPS-29.pdf	3	Electrical Connector Installation	Non-exclusive
FPS-30.pdf	NC	Installation of HF Wire Antennas	Non-exclusive
FPS-31.pdf	1	Vacuum Bagging Procedure	Non-exclusive
FPS-32.pdf	5	Application of Sealants and Adhesives	Non-exclusive
FPS-33.pdf	4	Grounding and Bonding	Non-exclusive
FPS-34.pdf	1	Wet Lay-Up (Composite Materials) Specs	Non-exclusive
FPS-35.pdf	5	Wire Termination Spec	Non-exclusive
FPS-36.pdf	IR	Acceptable Wire Type Alternative	Non-exclusive
FPS-38.pdf	1	Installtion of Potting Type Sandwich Panel	Non-exclusive

FPS-39.pdf	IR	Wire Re-Identification/Coding Procedure	Non-exclusive
Fps-harmonized (Z).lnk	N/A	N/A	N/A
FPSpreface.pdf	N/A	N/A	N/A
navigator.lnk	N/A	N/A	N/A

Number	Project Number	Exclusive/Non-Exclusive	Remarks/Action
MRB4577	2659	Exclusive	Rework as stated on MRB
MRB4628	2659	Exclusive	Use "as is"
MRB4631	2659	Exclusive	Approved Design Change (SK required)
MRB4679	2659	Exclusive	Approved Design Change (SK required)
MRB4692	2659	Exclusive	Rework as stated on MRB
MRB4696	2659	Exclusive	Use "as is"
MRB4702	2659	Exclusive	Approved Design Change (SK required)
MRB4727	2659	Exclusive	Rework as stated on MRB
MRB4714	2659	Exclusive	Use "as is"
MRB4731	2659	Exclusive	Rework as stated on MRB
MRB4700	2659	Exclusive	Rework as stated on MRB
MRB4706	2659	Exclusive	Use "as is"
MRB4742	2659	Exclusive	Use "as is"
MRB4748	2659	Exclusive	Rework as stated on MRB
MRB4764	2659	Exclusive	Rework as stated on MRB
MRB4699	2659	Exclusive	Rework as stated on MRB
MRB5044	2659	Exclusive	Use "as is"
MRB5049	2659	Exclusive	Use "as is"
MRB5051	2659	Exclusive	Rework as stated on MRB
MRB5062	2659	Exclusive	Rework as stated on MRB
MRB5060	2659	Exclusive	Rework as stated on MRB
MRB5085	2659	Exclusive	Approved Design Change (SK required)
MRB5106	2659	Exclusive	Rework as stated on MRB
MRB5109	2659	Exclusive	Approved Design Change (SK required)
MRB5117	2659	Exclusive	Rework as stated on MRB
MRB5118	2659	Exclusive	Rework as stated on MRB
MRB5134	2659	Exclusive	Rework as stated on MRB
MRB5147	2659	Exclusive	Scrap (NCR required)
MRB5149	2659	Exclusive	Rework as stated on MRB
MRB5151	2659	Exclusive	Rework as stated on MRB
MRB5144	2659	Exclusive	Approved Design Change (SK required)
MRB5156	2659	Exclusive	Rework as stated on MRB

MRB5146	2659	Exclusive	Rework as stated on MRB
MRB5145	2659	Exclusive	Scrap (NCR required)
MRB5165	2659	Exclusive	Scrap (NCR required)
MRB5166	2659	Exclusive	Rework as stated on MRB
MRB5167	2659	Exclusive	Rework as stated on MRB
MRB4785	2660	Exclusive	Rework as stated on MRB
MRB4799	2660	Exclusive	Use "as is"
MRB4792	2660	Exclusive	Rework as stated on MRB
MRB4796	2660	Exclusive	Rework as stated on MRB
MRB4797	2660	Exclusive	Rework as stated on MRB
MRB4787	2660	Exclusive	Approved Design Change (SK required)
MRB4769	2660	Exclusive	Use "as is"
MRB4770	2660	Exclusive	Rework as stated on MRB
MRB4777	2660	Exclusive	Rework as stated on MRB
MRB4800	2660	Exclusive	Rework as stated on MRB
MRB4809	2660	Exclusive	Rework as stated on MRB
MRB4810	2660	Exclusive	Use "as is"
MRB4812	2660	Exclusive	Rework as stated on MRB
MRB4773	2660	Exclusive	Rework as stated on MRB
MRB4821	2660	Exclusive	Use "as is"
MRB4806	2660	Exclusive	Rework as stated on MRB
MRB4743	2660	Exclusive	Rework as stated on MRB
MRB4846	2660	Exclusive	Rework as stated on MRB
MRB4788	2660	Exclusive	Rework as stated on MRB
MRB4729	2660	Exclusive	Rework as stated on MRB
MRB4730	2660	Exclusive	Rework as stated on MRB
MRB4735	2660	Exclusive	Rework as stated on MRB
MRB4736	2660	Exclusive	Rework as stated on MRB
MRB4737	2660	Exclusive	Rework as stated on MRB
MRB4841	2660	Exclusive	Rework as stated on MRB
MRB4868	2660	Exclusive	Rework as stated on MRB
MRB4870	2660	Exclusive	Rework as stated on MRB
MRB4844	2660	Exclusive	Rework as stated on MRB

MRB4864	2660	Exclusive	Use "as is"
MRB4778	2660	Exclusive	Use "as is"
MRB4782	2660	Exclusive	Rework as stated on MRB
MRB4896	2660	Exclusive	Rework as stated on MRB
MRB4905	2660	Exclusive	Rework as stated on MRB
MRB4923	2660	Exclusive	Rework as stated on MRB
MRB4924	2660	Exclusive	Rework as stated on MRB
MRB4930	2660	Exclusive	Use "as is"
MRB4790	2660	Exclusive	Rework as stated on MRB
MRB4791	2660	Exclusive	Rework as stated on MRB
MRB5068	2660	Exclusive	Rework as stated on MRB
MRB5090	2660	Exclusive	Rework as stated on MRB
MRB5764	2660	Exclusive	Rework as stated on MRB
MRB5063	2682	Exclusive	Rework as stated on MRB
MRB5073	2682	Exclusive	Approved Design Change (SK required)
MRB5088	2682	Exclusive	Use "as is"
MRB5082	2682	Exclusive	Rework as stated on MRB
MRB5087	2682	Exclusive	Rework as stated on MRB
MRB5091	2682	Exclusive	Rework as stated on MRB
MRB5108	2682	Exclusive	Use "as is"
MRB5122	2682	Exclusive	Rework as stated on MRB
MRB5126	2682	Exclusive	Use "as is"
MRB5130	2682	Exclusive	Rework as stated on MRB
MRB5159	2682	Exclusive	Use "as is"
MRB5158	2682	Exclusive	Rework as stated on MRB
MRB5168	2682	Exclusive	Approved Design Change (SK required)
MRB5169	2682	Exclusive	Use "as is"

Tool/Fixture ID	Rev	Description	Exclusive/Non-Exclusive
Replacate Bombardier P/N G600-28003-191	Latest	Aux tank install and removal fixture	Non - Exclusive
Systima Tool No: 65490-206	Latest	Aft Radome Layup Mould (Systima drawing 65490)	Exclusive
T81400-101	Latest	Ventral Fin LE Fairing Forming Tool	Non - Exclusive
T81400-103	Latest	Ventral Fin TE Fairing Forming Tool	Non - Exclusive
T81349/350-101	Latest	Rad L/H and R/H fwd fairing mould tools	Non - Exclusive
T81351/352-101	Latest	Rad L/H and R/H aft fairing mould tools	Non - Exclusive
St.Gobain M8913	Latest	Main belly radome main mould	Field Asset
T81400-105	Latest	Ventral Fin OUTB Side Facing Contour	Non - Exclusive
T81400-107	Latest	Ventral Fin INBD Side Facing Contour	Non - Exclusive
T81400-109	Latest	Ventral Fin Support Profile, STA 760.00	Non - Exclusive
T81400-113	Latest	Ventral Fin Support Profile, STA 800.00	Non - Exclusive
T81400-111	Latest	Ventral Fin Support Profile, STA 780.00	Non - Exclusive
T81400-115	Latest	Ventral Fin S upport Profile, STA 820.00	Non - Exclusive
T81400-117	Latest	Ventral FinTip Skin Forming Tool	Non - Exclusive
T81526-101	Latest	Upper Half Tail Composite Fairing	Exclusive
T81526-103	Latest	Lower Half Tail Composite Fairing	Exclusive
T81526-105	Latest	Vent Cap Fairing	Exclusive
T81526-106	Latest	Vent Cap Fairing	Exclusive
T81524-001	Latest	FWD Belly Radome Fittings Installation Tool	Exclusive

64969-201	Latest	Tail Master left (Systima)	Exclusive
64969-202	Latest	Tail Master Right (Systima)	Exclusive
64692	Latest	Belly Tool Fixture Machining (Systima)	Exclusive

This is Exhibit “C” referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

ASSET RETRIEVAL AND LIMITED RELEASE AGREEMENT

THIS AGREEMENT is made as of July 7, 2026 by and between:

FIELD AVIATION COMPANY INC.

(the "**Company**")

-and-

UNITED KINGDOM RESEARCH AND INNOVATION

(the "**Customer**" and together with the Company, the "**Parties**")

WHEREAS on June 5, 2026, the Company and Field Aviation East Ltd. (together with the Company, the "**Field Entities**") each filed Notices of Intention to Make a Proposal (the "**NOI Proceedings**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended. KSV Restructuring Inc., which was later substituted by AlixPartners Restructuring, Inc., is acting as proposal trustee (in such capacity, the "**Proposal Trustee**") in the NOI Proceedings. The Company engaged Riveron Consulting, LLC as its Chief Restructuring Officer (in such capacity, the "**CRO**").

AND WHEREAS, pursuant to a term sheet dated June 5, 2026, Wells Fargo Capital Finance Corporation Canada has agreed to provide debtor in possession ("**DIP**") financing to the Company (in such capacity, the "**DIP Lender**") and Wells Fargo Bank, National Association has agreed to act as agent to the DIP Lender.

AND WHEREAS, on June 12, 2026, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted (i) an order approving DIP financing from the DIP Lender and an extension of the stay of proceedings up to and including August 19, 2026 ("**Stay of Proceedings**"), among other relief; and (ii) an order authorizing, among other things, the Proposal Trustee, in consultation with the Field Entities to implement a sale and investment solicitation process in respect of the business and property of the Field Entities.

AND WHEREAS the Customer retained the services of the Company through an Aircraft Procurement & Services Agreement between the Customer and the Company dated March 17, 2022 (the "**UKRI Agreement**") to perform modifications to a Dash 8 aircraft at the Company's hangar located at 2450 Derry Road East, Hangar 2, Mississauga, Ontario, L5S 1B2, Canada (the "**Premises**").

AND WHEREAS, as a result of its liquidity constraints and the commencement of the NOI Proceedings, the Company is unable to complete the work contemplated by the UKRI Agreement, and the Stay of Proceedings arising in the NOI Proceedings prevents the Customer from exercising or pursuing enforcement remedies against the Company.

AND WHEREAS, the Company has executed and entered into a bill of sale on or about the date of this Agreement (the "**Bill of Sale**") confirming ownership of, and entitlement to possession of, certain assets located at the Premises described in Schedule "A" hereto (the "**Assets**") and the Company is prepared to permit the Customer to access the Premises and retrieve the Assets on the terms set out herein.

NOW THEREFORE, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. PERMISSION TO ACCESS PREMISES

Subject to the terms of this Agreement, the Company shall, with the assistance of the Proposal Trustee, reasonably cooperate with the Customer to coordinate access to the Premises for the limited purpose of identifying, collecting and removing the Assets. The Customer may request access to the Premises by providing not less than one (1) business day's prior written notice to the Company and the Proposal Trustee. Any such access shall occur only on dates and times agreed to in writing by the Company, the Proposal Trustee and the Customer, shall be subject to such reasonable conditions and supervision as the Company and the Proposal Trustee may require, and shall be conducted in a manner that does not interfere with the Company's operations, the rights of the landlord, or the administration of the NOI Proceedings. In the event that the Company, Proposal Trustee and Customer are unable to reach agreement on such terms of access, the Customer may bring an urgent motion before the Court to seek an Order authorizing access to the Premises for the purpose herein.

For the purposes of this Section, where the Customer wishes to facilitate access to the Premises by any third party in connection with the inspection, collection, removal, or related activities in respect of the Assets (including any purchaser, contractor, agent, or representative of the Customer), such access shall be subject to the same requirements, conditions, and approval process set out herein and shall be at the sole cost of the Customer.

The Customer shall remain solely responsible for coordinating all such access with the Company and the Proposal Trustee, and no third party shall be permitted to access the Premises except in accordance with the prior written approval of the Company and the Proposal Trustee and subject to the same notice, scheduling, supervision, and operational requirements applicable to the Customer.

For greater certainty, the Customer shall be responsible for ensuring that any such third party complies with this Agreement, and any act or omission of such third party shall be deemed to be an act or omission of the Customer.

2. RELEASE AND REMOVAL OF ASSETS

The Customer shall ensure that all Assets are removed from the Premises on or before July 31, 2026 (the "**Removal Deadline**"). The Customer acknowledges that the Company occupies the

Premises on a month-to-month basis, which may terminate on or about July 31, 2026, and that the Company may cease maintaining general insurance coverage for the Premises and related operations on or after July 31, 2026. The Company shall have no responsibility for the occupancy, storage, safekeeping, or insurance of any Assets remaining at the Premises after the Removal Deadline.

The Customer further acknowledges that the Company does not maintain hull, property or other insurance specifically covering the Assets. The Customer shall be solely responsible, at its own expense, for obtaining and maintaining any insurance coverage it considers necessary or advisable with respect to the Assets and any activities relating to the inspection, extraction, removal, transportation or storage of the Assets. For greater certainty, the Customer's acknowledgement that the Company does not maintain insurance with respect to the Assets, and the allocation of risk set out herein, shall not constitute a waiver, release or compromise of any rights, claims or remedies that any person may have arising from the Company's failure to obtain or maintain insurance under any existing agreement.

The Assets shall remain at the Customer’s sole risk, and neither the Company, the Proposal Trustee nor any of their respective directors, officers, employees, agents or representatives shall have any liability for any loss of, damage to, destruction of or deterioration of the Assets.

Any Assets remaining at the Premises after the Removal Deadline shall be at the Customer’s sole risk and expense. The Customer shall indemnify and hold harmless the Company, the Proposal Trustee and their respective directors, officers, employees, agents and representatives from and against any such claims, liabilities, losses, damages, costs and expenses.

3. ACKNOWLEDGEMENT OF NOI PROCEEDINGS

The Customer acknowledges that:

a) the Company is subject to the NOI Proceedings;
b) access to the Premises and retrieval of the Assets must not unreasonably interfere with the Company’s operations, restructuring efforts, or obligations under these NOI Proceedings, provided that the Company acknowledges that the removal of the Assets by the Removal Deadline will necessitate disruption to the work being performed by the Company on the Draken aircraft and the Customer shall have no liability whatsoever in respect of such disruption;
c) the Customer shall comply with the NOI Proceedings and the orders granted therein;
d) the Customer shall comply with all reasonable directions of the Company and the Proposal Trustee while on the Premises.

4. DATA TRANSFER

The Company shall, subject to the terms of this Agreement and in consultation with the Proposal Trustee, provide the Customer with copies of the data in respect of the Assets and in accordance with the UKRI Agreement, to the extent such data is readily available in the Company’s existing program files as maintained in the ordinary course of business as of the date of this Agreement (the "**Existing Data**").

If applicable, the Existing Data shall be provided in paper copy or electronic portable document format (PDF) or such other reasonably accessible format as the Company may determine, acting reasonably. The Company's obligation to deliver the Existing Data shall be deemed satisfied, and delivery shall be deemed complete, upon the Customer's receipt of such Existing Data.

For greater certainty, nothing in this Agreement shall require the Company or the Proposal Trustee to incur any material additional cost, divert material resources, or interfere with the administration of the NOI Proceedings in order to satisfy any such data requests, provided that work performed by Company employees shall not constitute a cost to the Company.

5. IDENTIFICATION OF ASSETS

The Assets authorized for retrieval are limited to those listed in Schedule "A" hereto. No other property may be removed from the Premises without the express authorization and consent of the Company or the Proposal Trustee.

6. OWNERSHIP

The Company acknowledges that title to the Assets vested in the Customer pursuant to the UKRI Agreement and that the Assets may be released to the Customer. The Company further acknowledges that the Bill of Sale is intended to constitute documentary evidence that the Company has transferred title to the Assets to the Customer and that this evidence will support the deregistration and sale of the Assets. In order to support such processes, the Bill of Sale refers to a transfer of title in 2026 in order to avoid any third party needing to review the title provisions of the UKRI Agreement. As between the Parties, transfer of title is governed by the UKRI Agreement and in the event of any inconsistency between the Bill of Sale and the UKRI Agreement, the UKRI Agreement shall prevail.

7. AIRCRAFT DEREGISTRATION AND REGISTRY COOPERATION

Where any of the Assets include aircraft registered with Transport Canada Civil Aviation (TCCA), the Company shall, with the assistance of the Proposal Trustee and subject to any required approvals or third-party consents, use commercially reasonable efforts to cooperate with the Customer in connection with the deregistration of such aircraft by such date on which the Customer notifies the Company deregistration is required, such date being no later than the Removal Deadline.

Such cooperation may include executing and delivering such documents, acknowledgments, or confirmations, and providing such information as may be reasonably required to complete the deregistration process.

The Parties acknowledge that deregistration is a regulatory and administrative process and does not in itself constitute the transfer of title, which shall be governed solely by the UKRI Agreement.

8. RELEASE AND REMOVAL OF ASSETS

Subject to the terms of this Agreement, and in each case with the assistance and coordination of the Proposal Trustee, the Company shall facilitate the release of the Assets to the Customer solely for the purpose of inspection, identification, and removal from the Premises.

Any access to and removal of the Assets shall occur only in accordance with the access procedures set out in this Agreement, including approval of dates and times by the Company, the Proposal Trustee and the Customer, and shall be subject to such reasonable conditions, supervision, and safety requirements as the Company and the Proposal Trustee may impose from time to time.

The Customer shall have no independent right of access to the Premises or to remove any Assets except as expressly permitted under this Agreement or order of the Court.

9. CUSTOMER INDEMNITY

The Customer shall indemnify and hold harmless the Company, the Proposal Trustee, and their respective directors, officers, employees and representatives from any claims, losses, damages, costs or expenses arising from:

a) the Customer’s access to the Premises;
b) the removal, transportation or handling of the Assets; and
c) any claim by a third party relating to the Customer’s ownership or possession of the Assets.

10. NO ADMISSION

This Agreement shall not constitute:

a) a determination of creditor priorities;
b) a waiver of any rights of the Customer, the Company, the Proposal Trustee, or any secured creditor; or
c) a disposition of assets outside of the ordinary course except as expressly authorized by applicable law.

11. TRUSTEE ACKNOWLEDGEMENT

The Proposal Trustee, acting in consultation with the CRO, acknowledges and agrees to the transactions contemplated by this Agreement.

12. LIMITED RELEASE

Effective upon removal of the Assets and the delivery of the Existing Data, the Customer acknowledges and agrees that the Customer has no claims against, and fully and irrevocably releases and forever discharges, the Company's past and present parents, subsidiaries, affiliates, related entities, sister companies, shareholders, members, partners, predecessors and successors, the Proposal Trustee, and each of their respective current and former directors (in their capacity as director of such entity and not in their capacity as director of the Company if they also hold that appointment), officers, employees, agents, representatives, advisors, consultants, legal counsel, financial advisors, successors and assigns (collectively, the "**Released Parties**") from any and all claims, demands, actions, causes of action, proceedings, liabilities, damages, losses, costs and expenses of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, arising from or relating to the Assets, the Existing Data, the UKRI Agreement, the Company's NOI Proceedings, or the acts or omissions of any Released Party in connection therewith.

Upon removal of the Assets from the Premises and deregistration of the aircraft, the Customer releases and forever discharges the Company from any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs or expenses arising from or relating to the removal, transportation, custody, handling, condition, storage, use, transfer, registration, or possession of the Assets after the Assets have been removed from the Premises, except to the extent arising from the gross negligence or wilful misconduct of the Company.

Upon delivery of the Existing Data, the Customer releases and forever discharges the Company from any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs or expenses arising from or relating to the completeness, accuracy, sufficiency, organization, condition, accessibility or usability of the Existing Data, or the absence of any documents, records or information not contained in the Company's existing program files as maintained in the ordinary course of business as of the date of this Agreement, except to the extent arising from the gross negligence or wilful misconduct of the Company.

The Customer acknowledges and agrees that the Company's obligation is limited to providing copies of the Existing Data as maintained in its existing program files and that the Company makes no representation, warranty or guarantee, express or implied, regarding the completeness, accuracy or fitness for any particular purpose of the Existing Data.

For greater certainty, nothing in this Section shall release, waive, compromise, limit, or otherwise affect any claim that the Customer may have against the Company or its directors or officers arising under the UKRI Agreement or matters occurring prior to the date hereof; provided that the Customer shall have no claim against any Released Party.

13. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

14. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Parties have executed this Agreement.

FIELD AVIATION COMPANY INC.

Signed by:
Brian M. Love
FD8F348CDDEE4AA...

Name:
Title:
I have authority to bind the corporation.

UNITED KINGDOM RESEARCH AND INNOVATION

Name:
Title:
I have authority to bind the Customer.

As acknowledged and agreed to by the Proposal Trustee.

ALIXPARTNERS RESTRUCTURING, INC. in its capacity as Proposal Trustee of Field Aviation Company Inc. and not in its personal or corporate capacity.

Name:
Title:
I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement.

FIELD AVIATION COMPANY INC.

____
Name:
Title:
I have authority to bind the corporation.

UNITED KINGDOM RESEARCH AND INNOVATION

____
Name: IAN CHAPMAN
Title: CEO
I have authority to bind the Customer.

As acknowledged and agreed to by the Proposal Trustee.

ALIXPARTNERS RESTRUCTURING, INC. in its capacity as Proposal Trustee of Field Aviation Company Inc. and not in its personal or corporate capacity.

____
Name:
Title:
I have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement.

FIELD AVIATION COMPANY INC.

Name:
Title:
I have authority to bind the corporation.

UNITED KINGDOM RESEARCH AND INNOVATION

Name:
Title:
I have authority to bind the Customer.

As acknowledged and agreed to by the Proposal Trustee.

ALIXPARTNERS RESTRUCTURING, INC. in its capacity as Proposal Trustee of Field Aviation Company Inc. and not in its personal or corporate capacity.

Name: Noah Goldstein
Title: Managing Director
I have authority to bind the corporation.

SCHEDULE "A"

The assets set out in the table below along with all components and equipment installed thereon or temporarily removed therefrom and all spare parts purchased or manufactured or otherwise acquired specifically for use in connection with the aircraft.

The Existing Data and physical records in relation to the Assets.

Item	**Manufacturer**	**Model**	**Serial Number/Registration**
Aircraft	Bombardier Inc	Q300 model 315	614/C-GKSG
Engine	Pratt & Whitney Canada	PW123E	PCE-AW0105
Engine	Pratt & Whitney Canada	PW123E	PCE-AW0107
Auxiliary Power Unit	Hamilton Sundstrand	APS 500 T-62T-40C7B	SP-E055186
Propeller	Hamilton Sundstrand	14SF-23	20050413-23
Propeller	Hamilton Sundstrand	14SF-23	20050511

BILL OF SALE

THIS BILL OF SALE IS MADE AS OF July 7, 2026 between:

FIELD AVIATION COMPANY INC.
(“**Field Canada**” or “**Transferor**”)

and

UNITED KINGDOM RESEARCH INNOVATION
(“**UKRI**” or “**Transferee**”, and together with Field Canada, the “**Parties**”)

WHEREAS on June 5, 2026, Field Canada and Field Aviation East Ltd. (together with Field Canada, the “**Field Entities**”) each filed Notices of Intention to Make a Proposal (the “**NOI Proceedings**”) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended. KSV Restructuring Inc., which was later substituted by AlixPartners Restructuring, Inc., is acting as proposal trustee (in such capacity, the “**Proposal Trustee**”) in the NOI Proceedings.

AND WHEREAS, on June 12, 2026, the Ontario Superior Court of Justice (Commercial List) granted (i) an order approving debtor in possession financing and an extension of the stay of proceedings up to and including August 19, 2026, among other relief; and (ii) an order authorizing, among other things, the Proposal Trustee, in consultation with the Field Entities to implement a sale and investment solicitation process in respect of the business and property of the Field Entities.

AND WHEREAS UKRI retained the services of Field Canada pursuant to an Aircraft Procurement & Services Agreement between UKRI and Field Canada dated March 17, 2022 (the “**UKRI Agreement**”) to perform modifications to the Aircraft (as defined below) at Field Canada’s hangar located at 2450 Derry Road East, Hangar 2, Mississauga, Ontario, L5S 1B2, Canada (the “**Premises**”).

AND WHEREAS, as a result of its liquidity constraints and the commencement of the NOI Proceedings, Field Canada is unable to complete the work contemplated by the UKRI Agreement and the Aircraft (as defined below) remains on the Premises.

AND WHEREAS Field Canada maintains legal title to a certain DHC-8-315 aircraft bearing manufacturer’s serial number 614 and Registration C-GKSQ together with the two (2) Pratt & Whitney PW123E engines having serial numbers PC-E AW0105 and PC-E AW0107, with a Hamilton Sundstrand T62T-40C7B Auxiliary Power Unit bearing serial number SP- E055186 and two Hamilton Sundstrand 14SF-23 Propellors bearing serial numbers 20050413-23 and 20050511, along with all components and equipment installed thereon or temporarily removed therefrom and all spare parts (together, the “**Aircraft**”).

AND WHEREAS, UKRI wishes to acquire legal title to the Aircraft pursuant to this Bill of Sale, and the Parties acknowledge that access to, possession of, and removal of the

Aircraft shall be governed by and carried out in accordance with the Asset Retrieval and Release Agreement executed and entered into on or about the date of this Bill of Sale between the Parties in connection with Field Canada's NOI Proceeding.

1. TRANSFER OF PROPERTY

For good and valuable consideration, receipt and adequacy of which are hereby acknowledged, the Transferor does as of the date hereof, sell, grant, transfer, and deliver full legal and beneficial title in and to the Aircraft unto the Transferee, and its successors and assigns, to have and to hold forever.

2. WARRANTIES

The Transferor hereby sells, assigns, transfers and conveys to the Transferee all of the Transferor's right, title and interest in and to the Aircraft as of the date hereof, in accordance with the terms of this Bill of Sale.

Except as expressly provided herein, the Aircraft is transferred on an "as is, where is" basis, without any representation or warranty of any kind, whether express or implied, including with respect to condition, fitness for a particular purpose, or absence of encumbrances, other than that the Transferor has not created any mortgage, lien, charge or encumbrance in respect of the Aircraft.

3. DELIVERY AND TRANSFER

Delivery of this Bill of Sale shall constitute good and sufficient transfer of title to the Aircraft, subject to any applicable regulatory or registration requirements.

4. FURTHER ASSURANCES

The Transferor agrees to execute such further documents and do such further acts as may be reasonably required to give effect to this transfer.

5. GOVERNING LAW

This Bill of Sale shall be governed by the laws of the Province of Ontario and the federal laws of Canada.

Execution Version

IN WITNESS WHEREOF the Transferor has executed this Bill of Sale as of the date first written above.

FIELD AVIATION COMPANY INC.

Signed by:

Per: Brian M. Love
FD8F348CDDEE4AA...
Print: Brian M. Love
Title: President

Acknowledged and accepted by the Transferee solely for the purposes of confirming receipt of the Aircraft and the transfer contemplated herein:

UNITED KINGDOM RESEARCH INNOVATION

Per: ___________________________
Name:
Title:

IN WITNESS WHEREOF the Transferor has executed this Bill of Sale as of the date first written above.

FIELD AVIATION COMPANY INC.

Per: ______________________________
Print: Brian M. Love
Title: President

Acknowledged and accepted by the Transferee solely for the purposes of confirming receipt of the Aircraft and the transfer contemplated herein:

UNITED KINGDOM RESEARCH INNOVATION

Per: ______________________________
Name: IAN CHAPMAN
Title: CEO

This is Exhibit “D” referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as
being located in the City of Cincinnati, in the State of Ohio, before
me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

June 25, 2026

Attn: Brian Love
Field Aviation Company Inc.
Hangar 2 2450 Derry Road East
Mississauga ON L5S 1B2

Dear Brian Love:

**Subject: Proposed changes to the goods and services tax/harmonized sales tax (GST/HST) returns for the period from 2026-06-01 to 2026-06-05
Business number: 12289 4710 RT0001**

We are writing to inform you that we will audit the GST/HST return of Field Aviation Company Inc. for the above noted period due to the filing of a Notice of Intention (NOI) to make a proposal under the Bankruptcy and Insolvency Act on June 5, 2026.

As a result of our audit, we are proposing the following changes to the GST/HST return for the above period:

Period ending	Net tax as filed	Proposed changes to net tax payable	Revised net tax
2026-06-05	$-	$675,394.01	$675,394.01

Net tax as filed appears as a “-“ due to the return with period ending 2026-06-05 not being filed.

Every recipient of a taxable supply made in Canada is required to pay the GST/HST payable in respect of the supply as per section 165 of the Excise Tax Act (the Act). Field Aviation Company Inc. has filed a Notice of Intention to make a proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act on June 5, 2026, and has not paid all of the GST/HST outstanding to their suppliers as per the outstanding liabilities filed. Under paragraph 296(1)(b) of the Act, we are proposing to assess the GST/HST payable on taxable supplies received as GST/HST has not been paid to the supplier. The amount proposed is $675,394.01. We have enclosed a proposed summary of adjustments to support the changes.

This assessment is based on the most current creditor's list available. If the creditor listing is not current or you have paid off some of your creditors please provide an updated list along with proof to show that a payment has been made to resolve or lower the debt. **Also, please identify which creditors have not supplied taxable supplies and are considered to be exempt.**

We encourage you to ensure that all of your Input Tax Credits (ITCs) have been properly claimed on your returns. If you have not claimed the ITC for any period prior to the insolvency event you are eligible to claim that ITC prior to the insolvency event as long as it fits all other requirements. **Please note that there are different filing procedures for pre and post audit, as a result, ITCs should be claimed in the proper period**.

If we do not hear from you before **July 27, 2026**, we will finalize the audit based on the changes proposed. You will then receive a notice of (re)assessment that reflects these changes, and you will be responsible for paying the additional net GST/HST payable and interest as calculated.

You have the option of sending your accounting data through the Submit documents service which is located in My Business Account. Submit documents is a secure online service that allows registrants to electronically send their accounting information to the CRA. Please note that you will need to enter the following case number **66676671** before you can successfully send the documents. For additional information, see Submit documents online.

Alternatively, you can fax or mail the documents to the number or the address indicated at the end of this letter. **All documents should be directed to my attention and marked "Personal and Confidential"**.

Under subsection 286(1) of the Act, every person who carries on business or is engaged in a commercial activity in Canada, and every person who is required to file a return or apply for a rebate or a refund, is required to keep records that will allow the Canada Revenue Agency (CRA) to confirm a person's liabilities and obligations under this Act. For an audit you must make available all of your relevant records and supporting documents, both paper and electronic, to the auditor.

Under subsection 288(1) of the Act, officers of the CRA are authorized to inspect, audit, and examine your records. During the audit, the CRA will closely examine your books and records to confirm whether you are fulfilling your tax obligations, applying tax laws correctly, and receiving any refunds to which you are entitled.

Keeping books and records which are adequate to calculate your tax obligations and your entitlements, and co-operating with the auditor will reduce the time it takes to complete the audit. When requested records are not made available, or are hard to find, delays can result. Providing all of the requested information as early as possible in the audit process will help make sure that your audit results are accurate and complete.

If you wish to use the services of a representative during the audit, you will need to provide authorization. If you have a CRA user ID and password and would like to authorize a representative to access your account, you can log into My Business Account and use the Authorize representative(s) service. Alternatively, you can send us Form AUT-01 Authorize a Representative for Access by Phone and Mail.

Under section 284 of the Act, every person who fails to provide information or documents when and as required is subject to a penalty of $100 for every failure.

To assist you in preparing for the audit, we encourage you to read RC4188 What You Should Know About Audits. To help you understand your rights as a taxpayer, we also recommend that you read Guide RC17 Taxpayer Bill of Rights.

If you have more information about the proposed changes that you would like us to consider, including any new or previously requested information that would support your position, or if you have any questions or concerns, please contact me at **306-491-3062.** My team leader, Christopher Touchette, may also be reached at 431-323-7502.

Sincerely,

Brent Harris
GST/HST Examiner
Eastern Prairie TSO
GST/HST Audit Division

Telephone: 306-491-3062
Facsimile: 833-545-2885
Address: 340-3rd Avenue North
Saskatoon SK S7K 0A8
Website: canada.ca/taxes

Enclosure

I agree to the proposed changes and waive the 30 day proposal period.

____
(Signature of Authorized Officer)

Statement of Proposed Audit Adjustments

Field Aviation Company Inc
Business Number: 12289 4710 RT0001
Audit for the Period: 2026-06-01 to 2026-06-05

Sales and other revenue		
As filed	$ 0.00	
Adjustments	0.00	
Revised sales and other revenue (line 101)	$ 0.00	
Goods and services tax/ harmonized sales tax (GST/HST)		
As filed	$ 0.00	
Adjustments - see Note 1	675,394.01	
Revised GST/HST collected (line 105)		$ 675,394.01
Input tax credits (ITCs)		
As filed	$ 0.00	
Adjustments	0.00	
Revised ITCs (line 108)		0.00
Revised net tax owing (refund)		**$ 675,394.01**

Note:

1. We are proposing to adjust your GST/HST return under subsection 296(1)(b) of the Excise Tax Act. GST/HST Policy Statement P-112R, Assessment of Tax Payable Where a Purchaser is Insolvent, states that section 296 of the Act allows the Minister to assess any tax payable by a person under Division II. The Minister may exercise its authority under paragraph 296(1)(b) of the Act and assess a purchaser who is insolvent with respect to the GST/HST not paid to the supplier. For example, an assessment of tax payable may be made where a purchaser has claimed an ITC in respect of a taxable purchase, for which payment to the supplier remains outstanding, and the supplier is entitled to a bad debt deduction in calculating its net tax.

It was noted in the claims register payables that there were some creditors where GST/HST was not applicable and would not have been paid. We have calculated the amount of GST/HST not paid for the remaining accounts payable, and as a result, propose to make the following adjustment:

Supplier name	Creditor amount
407 ETR	$ 282.91
AAR Corporation	27,669.60
Acron Aviation Inc	98,615.44
Adhara Aerospace and Defense LLC	1,910.97
Ametek Aerospace	90,548.00
Ametek Ameron LLC	30,753.80
Amtivo (USA) Inc	8,660.04
Applied Avionics	8,118.37
Applied Avionics Inc	101,323.06
AvAir, LLC	2,628.10
Aviall Inc	8,726.54
Aviation Week	21,878.25
Avionic Instruments Inc	61,438.87
AvtechTyee Inc	4,226.57
Bentech Inc	1,100.60
Boeing Distribution Services	22,546.33
C&CT Ventures	16,679.41
Canada Border Services Agency	824,330.61
Civil Aviation Authority	23,351.84
Collins Aerospace-Mexicali Service Ctr	28,603.45
Collins Avionics	2,960.66
Crestwood Technology Group	7,506.40
Dallas Avionics Inc	2,912.76
Duncan Aviation	6,434.75
European Aviation Safety	2,031.25
FDH Aero	16,417.92
Field Aerospace	28,916.49
Fieldtech Avionics	8,978.82
Flight Data Systems Ltd	7,054.87
Garmin	2,423.06
Hamilton Sundstrand Corp	13,687.36
Herber Aircraft Service, Inc	3,315.19
Honeywell- Allied Signal	228,372.10
Honeywell Aerospace- Olathe	29,053.65
Honeywell International	4,740.40
Incodema3D LLC	64,587.17

Manulife Financial Group	155,426.26
Mid-Continent Instruments	2,921.04
Monroe Aerospace	17,628.88
Pacific Southwest Instruments	1,096.90
Pan American Tool Corp	893.38
Pan Pacific Electronics, Inc	691.25
Park Aerospace Corp	307.98
Powell Electronics Inc	849.57
Professional Plastics, Inc	1,343.40
Reb Technologies Inc	6,818.76
Regional One	12,238.42
Rockwell Collins	133,960.20
Rockwell International	25,459.55
RS Americas Canada Inc	661.10
Saint Gobain Performance	147,855.41
Satair USA Inc	3,680.01
Saywell International	5,042.44
SeeHawk Graphic Design	545.68
SGS North America	3,127.68
STS Component Solutions	28,081.37
Systima Technologies, Inc	234,641.44
TTI, Inc	8,167.11
TTI, Inc	1,267.57
TW Metals	10,339.65
Tyrol Air Ambulance GmbH	555.96
UK Research and Innovation	1,313,125.00
Universal Avionics	817,439.76
Vectoflow, Inc	9,550.03
Velocity Aerospace	5,361.13
Viewpoint Systems	36,727.81
VSE Aviation	50,995.35
Western American Specialties	6,354.57
Wiremasters Inc	5,470.23
Total claims where GST/HST was not applicable	**$ 4,861,410.50**
Total unsecured creditors	$ 10,732,143.05
Total claims where GST/HST was not applicable	4,861,410.50
Total taxable claims	**$ 5,870,732.55**
Total taxable claims	$ 5,870,732.55
GST/HST factor	13/113
Total proposed adjustment to GST/HST	**$ 675,394.01**

This assessment is based on the most current creditor's list available. If the creditor listing is not current or you have paid off some of your creditors please provide an updated list along with proof to show that a payment has been made to resolve or lower the debt. **Also, please identify which creditors have not supplied taxable supplies and are considered to be exempt and we may be able to reduce the overall assessment by the amount where GST/HST was not charged by specific creditors.**

Proposed adjustment summary

GST/HST	$	675,394.01
ITCs		0.00
Total proposed adjustments	**$**	**675,394.01**

This is Exhibit “E” referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

____

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

Execution Version

STALKING HORSE ASSET PURCHASE AGREEMENT

BETWEEN

FIELD AVIATION COMPANY INC. and FIELD AVIATION EAST LTD.,

as Sellers

AND

DE HAVILLAND AIRCRAFT OF CANADA LIMITED,

as DHC Purchaser

AND

PAL AEROSPACE LTD.,

as PAL Purchaser

Dated as of June 5, 2026

THIS STALKING HORSE ASSET PURCHASE AGREEMENT is dated as of June 5, 2026

BETWEEN: **FIELD AVIATION COMPANY INC.**, a corporation governed by the laws of Alberta

(“**Field**”);

FIELD AVIATION EAST LTD., a corporation governed by the laws of Alberta

(“**Field East**” and together with Field, the “**Sellers**”)

AND: **DE HAVILLAND AIRCRAFT OF CANADA LIMITED**, a corporation governed by the laws of Alberta

(the “**DHC Purchaser”**);

AND: **PAL AEROSPACE LTD.**, a corporation governed by the federal laws of Canada

(the “**PAL Purchaser**”);

WHEREAS:

A. The Sellers own and operate a business engaged in, among other things, the maintenance, repair and overhaul of aircraft and the design, manufacture, installation, testing and certification of aircraft systems and components (the “**Business**”).

B. The Sellers intend to shortly commence insolvency proceedings under the BIA (as defined herein) through the filing of notices of intention to make a proposal under Part III of the BIA (the “**BIA Proceedings**”).

C. It is contemplated that AlixPartners Restructuring, Inc. will act and be appointed as proposal trustee (in such capacity, the “**Proposal Trustee**”) in connection with the BIA Proceedings. AlixPartners Restructuring, Inc. has consented to serve as proposal trustee.

D. As part of the BIA Proceedings, the Sellers will seek the issuance of the SISP Order (as defined herein) from the Ontario Superior Court of Justice, Toronto (the “**Court**”), which order shall, among other things, approve the SISP (as defined herein) and approve this Agreement as the “Stalking Horse Agreement” thereunder.

E. The Sellers have agreed to sell to the DHC Purchaser and the DHC Purchaser wishes to purchase from the Sellers, the DHC Purchased Assets (as defined herein), and the DHC Purchaser further wishes to assume from the Sellers the DHC Assumed Liabilities (as defined herein), in each case subject to the terms and conditions of this Agreement (collectively, the “**DHC Transaction**”).

F. The Sellers have agreed to sell to the PAL Purchaser, and the PAL Purchaser wishes to purchase from the Sellers, the PAL Purchased Assets (as defined herein), and the PAL Purchaser further wishes to assume from the Sellers the PAL Assumed Liabilities (as defined herein), in each case subject to the terms and conditions of this Agreement (collectively, the “**PAL Transaction**”).

G. The DHC Purchaser and the PAL Purchaser have agreed to act together as a “Stalking Horse Bidder” in respect of the DHC Transaction and the PAL Transaction, the whole upon and subject to this Agreement and in accordance with the BIA, the SISP Order and the Approval and Vesting Order (as defined herein) to be issued by the Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers, the DHC Purchaser and the PAL Purchaser agree as follows:

Article 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

The following words and terms, when used in this Agreement, have the meanings set out below, unless the subject matter or context is inconsistent with such meaning:

1.1.1 **/D STCs** has the meaning given to such term in Section 7.6;

1.1.2 **Affiliate** means, as to any Person, any other Person that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person;

1.1.3 **Agreement** means this stalking horse asset purchase agreement, including all Schedules to this stalking horse asset purchase agreement, and all instruments supplementing or amending this stalking horse asset purchase agreement;

1.1.4 **Allocation Statement** has the meaning given to such term in Section 3.4;

1.1.5 **Applicable Law** means, in respect of any Person, property, transaction or event, any domestic or foreign constitution, statute, law, principle of common law or equity, ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order (including any securities law or requirements of stock exchanges and any consent, decree or administrative order), in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event;

1.1.6 **Approval and Vesting Order** means the approval and vesting order to be granted by the Court in accordance with this Agreement, in substantially the form attached as Schedule 1.1.6 (with only such changes as the DHC Purchaser, the PAL Purchaser and the Sellers approve in their sole discretion, but in all cases in form and substance acceptable to the Proposal Trustee, it being understood that such order will be in form and substance generally applicable for transactions of a similar nature), which will, among other things:

1.1.6.1 authorize and approve this Agreement and the execution and delivery thereof by the Sellers;

1.1.6.2 authorize and direct the Sellers to complete the transactions contemplated by this Agreement; and

1.1.6.3 vest all of the Sellers' right, title and interest in and to: (i) the DHC Purchased Assets in the DHC Purchaser free and clear of all Liabilities and Encumbrances (save only for the DHC Permitted Encumbrances and the DHC Assumed Liabilities) upon the delivery of the Proposal Trustee's DHC Certificate to the DHC Purchaser; and (ii) the PAL Purchased Assets in the PAL Purchaser free and clear of all Liabilities and Encumbrances (save only for the PAL Permitted Encumbrances and the PAL Assumed Liabilities) upon the delivery of the Proposal Trustee's PAL Certificate to the PAL Purchaser;

1.1.7 **Assumed Liabilities** means the DHC Assumed Liabilities and PAL Assumed Liabilities;

1.1.8 **Backup Bid** has the meaning set out in the SISP;

1.1.9 **BIA** means the *Bankruptcy and Insolvency Act* (Canada), RSC 1985 c. B-3, as amended;

1.1.10 **BIA Proceedings** has the meaning given to such term in the Recitals;

1.1.11 **Books and Records** means, collectively, the DHC Books and Records and the PAL Books and Records;

1.1.12 **Break Fee** has the meaning given to such term in Section 11.2 of this Agreement;

1.1.13 **Business** has the meaning given to such term in the Recitals;

1.1.14 **Business Day** means a day, other than a Saturday or Sunday, on which the principal commercial banks located in Calgary, Alberta and Toronto, Ontario are open for business during normal banking hours;

1.1.15 **CCAA** means the *Companies' Creditors Arrangement Act* (Canada), RSC 1985 c. C-36, as amended;

1.1.16 **Closing** means the completion of the DHC Transaction and the PAL Transaction pursuant to this Agreement at the Closing Time, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the DHC Transaction and the PAL Transaction;

1.1.17 **Closing Date** means the fifth (5th) Business Day following the date on which the Approval and Vesting Order is granted, or such other date as agreed to in writing by the Parties, in consultation with the Proposal Trustee;

1.1.18 **Closing Time** means the time on the Closing Date when the Proposal Trustee delivers the Proposal Trustee's DHC Certificate to the DHC Purchaser and/or the Proposal Trustee's PAL Certificate to the PAL Purchaser, as applicable;

1.1.19 **Commercially Reasonable Efforts** means the efforts that a reasonable and prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as reasonably possible, provided, however, that an obligation to use Commercially Reasonable Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a material reduction in benefits intended to be obtained by such Person under this Agreement and the transactions contemplated herein or materially incur any costs or Liabilities (other than reasonable administrative costs or reasonable costs of third party advisers involved) or have a material adverse impact on its business, financial condition or activities;

1.1.20 **Consents and Approvals** means the consents, approvals, notifications or waivers from, and filings with, third parties (including any Governmental Authority) as may be required to complete the DHC Transaction and/or the PAL Transaction, as applicable, in form and substance satisfactory to the DHC Purchaser and/or the PAL Purchaser, as applicable, as set out in Schedule 1.1.20.

1.1.21 **Contracts** means, in respect of a Person, contracts, licenses, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which such Person is a party or by which such Person is bound or under which such Person has, or will have, any right or any liability or contingent right or liability (in each case, whether written or oral, express or implied) and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;

1.1.22 **Control** means: (a) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting securities of such Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of such Person and which are sufficient, if exercised, to elect a majority of its directors; (b) in relation to a Person that is a partnership, limited partnership, or other similar entity, the ownership, directly or indirectly, of voting securities of such Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of the Person or the ownership of other interests entitling the holder to exercise control and direction over the activities of such Person; and (c) in the case of a trust, any trustee who exercises control and direction over the assets and activities of the trust; and Controlling and Controlled by have corresponding meanings;

1.1.23 **Court** has the meaning given to such term in the Recitals;

1.1.24 **Data Packages** means, collectively, the DHC Data Packages and the PAL Data Packages;

1.1.25 **Deposits** has the meaning given to such term in Section 3.5;

1.1.26 **DHC Assumed Liabilities** means the Liabilities of the Sellers with respect to the DHC Purchased Assets which are listed in Schedule 1.1.26;

1.1.27 **DHC Books and Records** means all books, records, files and documentation (in whatever medium and wherever situated) of the Sellers which pertain to the DHC Purchased Assets or the DHC Assumed Liabilities, including all statements, books, ledgers, records, financial records, accounting records, customer data, sales records, price lists, catalogues, manufacturing data, manufacturing records, consents, approvals, authorizations and documents related thereto, documentation, evidence or indication of ownership of the Sellers in and to any DHC Purchased Asset;

1.1.28 **DHC Closing Payment Amount** has the meaning given to such term in Section 3.1.1;

1.1.29 **DHC Data Packages** means all books, records, files, materials, reports and documentation of a technical or service nature (including the data and other information) related to the creation, development, manufacturing and support of the DHC Transferred STCs, including the engineering reports, engineering drawings, certification papers, service bulletins, technical publication masters, technical support data base and manufacturing instructions, including all applicable specifications related thereto;

1.1.30 **DHC Deposit** has the meaning given to such term in Section 3.5;

1.1.31 **DHC Permitted Encumbrances** means the Encumbrances listed in Schedule 1.1.31 and identified as DHC Permitted Encumbrances;

1.1.32 **DHC Purchased Assets** means:

1.1.32.1 all machinery, vehicles, equipment, technology, hardware, furniture, furnishings, tooling, tangible property and accessories, parts and supplies listed in Schedule 1.1.32;

1.1.32.2 the supplemental type certificates listed in Schedule 1.1.32, together with any related foreign validations, whether in progress or completed, including those validations listed in Schedule 1.1.32 (collectively, the **DHC Transferred STCs**);

1.1.32.3 all other modifications and engineering in respect of the DHC Transferred STCs;

1.1.32.4 all inventory set out in Schedule 1.1.32;

1.1.32.5 all workbooks, methodization, information and other documentation relating to Supplemental Type Approval #SA76-1 issued on December 14, 1994 by Transport Canada (the **Water Probe STA**), in each case to the extent not already transferred to DHC and its affiliates pursuant to the asset purchase agreement dated November 29, 2023 among, *inter alios*, De Havilland Parts & Aerostructures Limited and Field;

1.1.32.6 all work in progress related to the Water Probe STA;

1.1.32.7 all data and information related to customers of the DHC Transferred STCs solely for purposes of DHC fulfilling its obligations under Applicable Laws;

1.1.32.8 all DHC Books and Records and DHC Data Packages;

1.1.32.9 if the PAL Transaction is consummated:

a) all PAL Books and Records and PAL Data Packages; and

b) all data and information related to customers of the PAL Transferred STCs solely for purposes of PAL fulfilling its obligations under Applicable Laws and under any contract that contains PAL Assumed Liabilities; and

1.1.32.10 all Intellectual Property associated with or related to the items described in (a) this Section 1.1.32 and (b) if the PAL Transaction is consummated, Section 1.1.63 (collectively, as applicable, the **DHC Transferred IP**).

1.1.33 **DHC Purchase Price** has the meaning given to such term in Section 3.1;

1.1.34 **DHC Purchaser** has the meaning given to such term in the Recitals;

1.1.35 **DHC Rights** has the meaning given to such term in Section 2.4.1;

1.1.36 **DHC Termination Event** has the meaning given to such term in Section 10.1.1;

1.1.37 **DHC Transaction** has the meaning given to such term in the Recitals;

1.1.38 **DHC Transferred IP** has the meaning given to such term in the definition of DHC Purchased Assets in Section 1.1.32.10;

1.1.39 **DHC Transferred STCs** has the meaning given to such term in the definition of DHC Purchased Assets in Section 1.1.32.1;

1.1.40 **DIP and Stay Extension Order** means the order to be granted by the Court, approving, among other things, interim financing and the related DIP Lender's Charge (as defined therein), and various other Charges (as defined therein), and an extension to the stay of proceedings in favour of the Sellers pursuant to section 50.4(9) of the BIA;

1.1.41 **Encumbrance** means any security interest, lien (statutory or otherwise), prior claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, right-of-way, servitude, easement, lease, restriction, development or similar agreement, title defect, trust, deemed trust, option or adverse claim or encumbrance of any nature or kind including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right, or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing (including any conditional sale or title retention agreement, or any capital or financing lease) and any and all Court ordered charges granted in the BIA Proceedings;

1.1.42 **ETA** means Part IX of the *Excise Tax Act*, R.S.C., 1985, c. E-15, as amended;

1.1.43 **Excluded Liabilities** means any and all Liabilities of the Sellers other than the DHC Assumed Liabilities and the PAL Assumed Liabilities;

1.1.44 **Expenses Reimbursement** has the meaning given to such term in Section 11.2.2;

1.1.45 **Final** with respect to any order of any court of competent jurisdiction, means that such order shall not have been stayed, appealed, varied (except with the consent of the Parties, each acting in a commercially reasonable manner) or vacated, and all time periods within which such order could at law be appealed shall have expired;

1.1.46 **General Assignments and Bills of Sale** means, as the context requires: (a) the general assignment and bill of sale for the DHC Purchased Assets; and (b) the general assignment and bill of sale for the PAL Purchased Assets, in each case in a form reasonably satisfactory to the Sellers and, as applicable, the DHC Purchaser or the PAL Purchaser, and in all cases in consultation with the Proposal Trustee;

1.1.47 **Governmental Authority** means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority, governmental department, agency, commission, board, tribunal, bureau, ministry, court, system operator, judicial body, arbitral body or other law, rule or regulation-making entity, or any entity, officer, inspector, investigator or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court;

1.1.48 **GST** means the goods and services tax and harmonized sales tax imposed by the ETA;

1.1.49 **Interim Period** means the period from the date that this Agreement is entered into by the Parties to the Closing Time;

1.1.50 **Intellectual Property** means any and all intellectual property or similar proprietary rights, including: (a) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), and including all provisional applications, continuations, continuations-in-part, improvement patents, divisions, renewals, reissues, confirmations, re-examinations and extensions thereof; (b) all trademarks, service marks, trade dress, trade names, and logos (and all goodwill associated with any of the foregoing), whether registered or existing at common law; (c) all works of authorship, registered and unregistered copyrights and industrial designs; (d) all registrations, applications, divisions and renewals for any of the foregoing; (e) all trade secrets, confidential information, ideas, formulae, compositions, know-how, improvements, innovations, discoveries, designs, manufacturing and production processes and techniques, engineering drawings, source files, and technical publications; and (f) all other intellectual property rights, in any and all relevant jurisdictions in the world;

1.1.51 **IP Assignment and Assumption Agreement** means, as the context requires: (a) the intellectual property assignment and assumption agreement for the DHC Transferred IP; or (b) the intellectual property assignment and assumption agreement for the PAL Transferred IP, in each case in a form satisfactory to the Sellers and, as applicable, the

DHC Purchaser or the PAL Purchaser, and in all cases in consultation with the Proposal Trustee;

1.1.52 **ITA** means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), as amended;

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

1.1.54 **Material Adverse Change** means a change, effect or circumstance that, when considered either individually or in the aggregate together with all other adverse changes, effects or circumstances with respect to which such phrase is used in this Agreement: (a) has, or would reasonably be expected to have, a material adverse effect on the operations, results of operations or condition (financial or otherwise) of the Business; (b) materially and adversely impairs the DHC Purchased Assets, the PAL Purchased Assets or the Business or materially increases the DHC Assumed Liabilities or the PAL Assumed Liabilities; or (c) materially impedes the consummation of the transactions contemplated by this Agreement; other than any change, effect or circumstance: (i) relating to the general economic conditions or affecting the industries in which the Business operates provided that the Business, the DHC Purchased Assets, the DHC Assumed Liabilities, the PAL Purchased Assets or the PAL Assumed Liabilities are not disproportionately affected by such change, effect or circumstance relative to other businesses in a comparable industry to the Business; (ii) a change in laws adopted by Government Authorities and not related specifically to the Business, the DHC Purchased Assets, the DHC Assumed Liabilities, the PAL Purchased Assets, or the PAL Assumed Liabilities; or (iii) the pendency of the BIA Proceedings and any action approved by, or motion made before, the Court;

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

1.1.56 **Organizational Documents** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals);

1.1.57 **PAL Assumed Liabilities** means the Liabilities of the Sellers with respect to the PAL Purchased Assets which are listed in Schedule 1.1.57;

1.1.58 **PAL Books and Records** means all books, records, files and documentation (in whatever medium and wherever situated) of the Sellers which pertain to the PAL Purchased Assets or the PAL Assumed Liabilities, including all statements, books, ledgers, records, financial records, accounting records, customer data, sales records, price lists, catalogues, manufacturing data, manufacturing records, consents, approvals, authorizations and documents related thereto, documentation, evidence or indication of ownership of the Sellers in and to any PAL Purchased Assets;

1.1.59 **PAL Closing Payment Amount** has the meaning given to such term in Section 3.2.1;

1.1.60 **PAL Data Packages** means all books, records, files, materials, reports and documentation of a technical or service nature (including the data and other information) related to the creation, development, manufacturing and support of the PAL Transferred STCs, including the engineering reports, engineering drawings, certification papers, service bulletins, technical publication masters, technical support data base and manufacturing instructions, including all applicable specifications related thereto;

1.1.61 **PAL Deposit** has the meaning given to such term in Section 3.5;

1.1.62 **PAL Permitted Encumbrances** means the Encumbrances listed in Schedule 1.1.62 and identified as PAL Permitted Encumbrances;

1.1.63 **PAL Purchased Assets** means:

1.1.63.1 the supplemental type certificates listed in Schedule 1.1.63, together with any related foreign validations, whether in progress or completed, including those validations listed in Schedule 1.1.63 (collectively, the **PAL Transferred STCs**);

1.1.63.2 all inventory set out in Schedule 1.1.63;

1.1.63.3 if the DHC Transaction is not consummated:

a) all PAL Books and Records and PAL Data Packages;

b) all data and information related to customers of the PAL Transferred STCs solely for purposes of PAL fulfilling its obligations under Applicable Laws and under any contract that contains PAL Assumed Liabilities; and

c) all Intellectual Property associated with or related to the items described in this Section 1.1.63 (the **PAL Transferred IP**).

1.1.64 **PAL Purchase Price** has the meaning given to such term in Section 3.2;

1.1.65 **PAL Purchaser** has the meaning given to such term in the Recitals;

1.1.66 **PAL Rights** has the meaning given to such term in Section 2.4.2;

1.1.67 **PAL Termination Event** has the meaning given to such term in Section 10.2.1;

1.1.68 **PAL Transaction** has the meaning given to such term in the Recitals;

1.1.69 **PAL Transferred IP** has the meaning given to such term in the definition of PAL Purchased Assets in Section 1.1.63.3c);

1.1.70 **PAL Transferred STCs** has the meaning given to such term in the definition of PAL Purchased Assets in Section 1.1.63.1;

1.1.71 **Parties** means the Sellers, the DHC Purchaser, the PAL Purchaser and their respective successors and permitted assigns;

1.1.72 **Person** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company, or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority, or other entity however designated or constituted;

1.1.73 **Proposal Trustee** means AlixPartners Restructuring, Inc. a licensed insolvency trustee, in its capacity as Court-appointed proposal trustee under the notice of intention or proposal to be filed under the BIA with respect to the BIA Proceedings;

1.1.74 **Proposal Trustee's DHC Certificate** means the certificate to be filed with the Court by the Proposal Trustee certifying that the Proposal Trustee has received written confirmation in form and substance satisfactory to the Proposal Trustee from the DHC Purchaser and the Sellers that all conditions of Closing have been satisfied or waived by such Parties in respect of the DHC Transaction;

1.1.75 **Proposal Trustee's PAL Certificate** means the certificate to be filed with the Court by the Proposal Trustee certifying that the Proposal Trustee has received written confirmation in form and substance satisfactory to the Proposal Trustee from the PAL Purchaser and the Sellers that all conditions of Closing have been satisfied or waived by such Parties in respect of the PAL Transaction;

1.1.76 **Representative** means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, attorney, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates;

1.1.77 **Sellers** has the meaning ascribed thereto in the recitals;

1.1.78 **Seller-DHC Termination Event** has the meaning given to such term in Section 10.3.1;

1.1.79 **Seller-PAL Termination Event** has the meaning given to such term in Section 10.3.3;

1.1.80 **SISP** means the sale and investment solicitation process attached as Schedule "A" to the SISP Order;

1.1.81 **SISP Order** means the order to be granted by the Court, in substantially the form attached as Schedule 1.1.81 (with only such changes as the DHC Purchaser, the PAL Purchaser, the Sellers, the Proposal Trustee and the DIP Agent (as defined in the SISP Order) approve in their reasonable discretion, but in all cases in form and substance acceptable to the Proposal Trustee), which will, among other things: (i) approve and recognize this Agreement as the "Stalking Horse Agreement"; (ii) approve the SISP; and (iii) approve the Break Fee and the Expenses Reimbursement and grant the associated Transaction Charge (as defined therein);

1.1.82 **Stalking Horse Backup Bid Expiration Date** has the meaning set out in the SISP;

1.1.83 **Successful Bid** has the meaning set out in the SISP;

1.1.84 **Tax Authority** means any Governmental Authority that is entitled to impose Taxes or grant Tax credits or administer any applicable legislation related to Taxes or Tax credits;

1.1.85 **Taxes** includes: (a) any taxes, duties, tariffs, liabilities, assessments, imposts, fees, withholdings, levies and other charges of any nature imposed by any Tax Authority including those levied on, or measured by, or referred to as, income, net income, gross receipts, profits, capital, withholding, business, real or personal property, fuel, carbon, environmental, occupancy, employer health, payroll, employment, health, social services, education, social security, surtaxes, customs duties, import and export taxes, countervailing and anti-dumping, employment insurance, health insurance, Canada and other government pension plan and other employer plan premiums, contributions or withholdings and all other taxes and similar governmental charges of any kind imposed by any Tax Authority and including any interest, penalty, or addition thereto, whether disputed or not; and (b) any and all Transfer Taxes;

1.1.86 **Tax Returns** means all returns, reports, declarations, designations, elections, notices, filings, forms, statements and other documents (whether in written, electronic or other form) and any amendments, schedules, attachments, supplements, appendices and exhibits thereto, which have been prepared or filed or are required to be prepared or filed in respect of Taxes;

1.1.87 **Termination Date** means July 31, 2026, or such other date as mutually agreed in writing between the Sellers, the DHC Purchaser, the PAL Purchaser, and the Proposal Trustee;

1.1.88 **Transaction Charge** has the meaning set out in Section 11.2.3.

1.1.89 **Transaction Documents** means, collectively, this Agreement, the General Assignments and Bills of Sale, the IP Assignment and Assumption Agreement and the other agreements and other documents to be delivered pursuant to this Agreement and the transaction contemplated herein;

1.1.90 **Transfer Taxes** means all transfer fees or taxes, land transfer taxes, harmonized sales taxes, sales taxes, retail sale taxes, GST, value-added taxes, stamp duties, registration fees, excise taxes and use, consumption and property taxes, or other like charges (excluding, for greater certainty, the Transfer Costs);

1.1.91 **Transfer Costs** means the fee charged by Transport Canada in connection with the transfer of the DHC Transferred STCs and the PAL Transferred STCs, as applicable;

1.1.92 **Water Probe STA** has the meaning given to such term in the definition of DHC Purchased Assets in Section 1.1.32.5;

1.2 <u>Rules of Interpretation</u>

For purposes of this Agreement:

1.2.1 unless otherwise provided for herein, the Parties shall be put in default by the mere expiry of the time specified herein, as applicable, with no other notice or formality, for the performance of their respective obligations;

1.2.2 the table of contents, the division of this Agreement into articles and sections and descriptive headings of articles and sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content;

1.2.3 the use of words in the singular or plural, or with a particular gender, shall not limit the scope of any provision of this Agreement or exclude the application thereof to such Person or Persons or circumstances as the context otherwise permits (for clarity, words importing the singular include the plural and vice versa and words importing gender include all genders);

1.2.4 where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”;

1.2.5 unless otherwise provided for herein, all monetary references, including “dollars”, “$” or monetary amounts in this Agreement are references to American Dollars, being the lawful currency of the United States of America;

1.2.6 "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section;

1.2.7 the term "or" is not intended to be exclusive unless expressly indicated otherwise;

1.2.8 unless otherwise specified, time periods within or following which any payment is to be made or action is to be taken shall be calculated by excluding the day on which the period commences and including the day which ends the period and by extending the period to the next Business Day following if the last day of the period is not a Business Day;

1.2.9 whenever any payment to be made or action to be taken under this Agreement is to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day;

1.2.10 references to an "Article", "Section", "Schedule" or "Exhibit" followed by a number or letter refer to the specified Article or Section of or Schedule or Exhibit to this Agreement;

1.2.11 any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented, from time to time; and

1.2.12 unless specified otherwise, reference in this Agreement to a statute refers to that statute and the regulations thereunder as they may be amended, or to any restated or successor legislation of comparable effect.

1.3 Applicable Law

1.3.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (to the exception of conflict of law rules) and shall be treated, in all respects, as an Ontario contract.

1.3.2 Subject to Section 12.6, each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the Court in any action or proceeding arising out of or relating to this Agreement. Each of the Parties hereby irrevocably and unconditionally waives objection to the venue of any action or proceeding in the Court or any argument that the Court provides an inconvenient forum.

1.4 Continuation of BIA Proceedings into CCAA Proceedings, or alternative CCAA Filing

In the event that the DHC Purchaser, the PAL Purchaser and the Sellers agree that the Sellers will apply to the Court to: (a) continue the BIA Proceedings as proceedings under the CCAA; or (b) commence proceedings under the CCAA in lieu of the BIA Proceedings, then all references in this Agreement to the BIA, the BIA Proceedings, and the Proposal Trustee shall be construed as references to the CCAA, the proceedings thereunder, and the Monitor appointed by the Court in connection therewith, *mutatis mutandis*.

1.5 Joint and Several Liability of the Sellers

Notwithstanding anything else contained in this Agreement to the contrary, the Sellers shall be jointly and severally liable for the due and punctual performance of all of their respective obligations, covenants, representations, warranties and liabilities hereunder.

1.6 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule 1.1.6	Approval and Vesting Order
Schedule 1.1.81	SISP Order (including SISP)
Schedule 1.1.20	Consents and Approvals
Schedule 1.1.24	DHC Assumed Liabilities
Schedule 1.1.29	DHC Permitted Encumbrances
Schedule 1.1.32	DHC Purchased Assets
Schedule 1.1.57	PAL Assumed Liabilities
Schedule 1.1.60	PAL Permitted Encumbrances
Schedule 1.1.63	PAL Purchased Assets
Schedule 4.6	Disclosed Licenses
Schedule 4.7	Disclosed Royalties

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

Article 2
PURCHASED ASSETS

2.1 Agreement to Purchase and Sell the DHC Purchased Assets and the PAL Purchased Assets

Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Sellers shall sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, pursuant to and in accordance with the Approval and Vesting Order:

2.1.1 the DHC Purchased Assets to the DHC Purchaser, and the DHC Purchaser shall purchase, free and clear of all Liabilities and Encumbrances other than the DHC Permitted Encumbrances and the DHC Assumed Liabilities (if and only to the extent applicable), all of the Sellers' right, title and interest in, to and under, the DHC Purchased Assets; and

2.1.2 the PAL Purchased Assets to the PAL Purchaser, and the PAL Purchaser shall purchase, free and clear of all Liabilities and Encumbrances other than the PAL Permitted Encumbrances and the PAL Assumed Liabilities (if and only to the extent applicable), all of the Sellers' right, title and interest in, to and under, the PAL Purchased Assets.

2.2 Assumption of Liabilities

2.2.1 The DHC Purchaser shall assume and be solely liable to pay, discharge, honour, fulfil and perform, as of, and from and after, the Closing Time only the DHC Assumed Liabilities.

2.2.2 The PAL Purchaser shall assume and be solely liable to pay, discharge, honour, fulfil and perform, as of, and from and after, the Closing Time only the PAL Assumed Liabilities.

2.3 Excluded Liabilities

2.3.1 The Excluded Liabilities shall remain the sole responsibility of the Sellers, and neither the DHC Purchaser nor the PAL Purchaser shall assume, be liable directly or indirectly for, or have any obligation to pay, discharge, honour, fulfill or perform the Excluded Liabilities.

2.3.2 The DHC Purchaser shall not assume, be liable directly or indirectly for, or have any obligation to pay, discharge, honour, fulfill or perform the PAL Assumed Liabilities.

2.3.3 The PAL Purchaser shall not assume, be liable directly or indirectly for, or have any obligation to pay, discharge, honour, fulfill or perform the DHC Assumed Liabilities.

2.4 Assignment of Purchased Assets

2.4.1 Subject to the terms and conditions of this Agreement, the Sellers hereby agree to assign to the DHC Purchaser on the Closing Date, effective as of the Closing Time, all of the Sellers' rights, titles, benefits and interests in, to and under the DHC Transferred STCs and all other DHC Purchased Assets (collectively, the **DHC Rights**), in accordance with their respective terms or the Approval and Vesting Order, as the case may be. The Sellers shall use their Commercially Reasonable Efforts to obtain any necessary consents or approvals in order to assign the DHC Rights (including, for greater certainty, the applicable Consents and Approvals). The Sellers will use their Commercially Reasonable Efforts to take such other actions necessary to cause the DHC Rights to be assigned by the Sellers to the DHC Purchaser as of the Closing Time. The DHC Purchaser will use its Commercially Reasonable Efforts to assist the Sellers in obtaining any such consent. For greater certainty, and notwithstanding anything else herein contained, the DHC Purchaser shall be entitled to communicate with the counterparty to any DHC Right, in consultation with, and under the supervision of, the Sellers and the Proposal Trustee, and the Sellers and/or the Proposal Trustee, as applicable shall take all such reasonable actions as are necessary to facilitate and participate in such communications by the DHC Purchaser.

2.4.2 Subject to the terms and conditions of this Agreement, the Sellers hereby agree to assign to the PAL Purchaser on the Closing Date, effective as of the Closing Time, all of the Sellers' rights, titles, benefits and interests in, to and under the PAL Transferred STCs and all other PAL Purchased Assets (collectively, the **PAL Rights**), in accordance with their respective terms or the Approval and Vesting Order, as the case may be. The Sellers shall use their Commercially Reasonable Efforts to obtain any necessary consents or approvals in order to assign the PAL Rights (including, for greater certainty, the applicable Consents and Approvals). The Sellers will use their Commercially Reasonable Efforts to take such other actions necessary to cause the PAL Rights to be assigned by the Sellers to the PAL Purchaser as of the Closing Time. The PAL Purchaser will use its Commercially Reasonable Efforts to assist the Sellers in obtaining any such consent. For greater certainty, and notwithstanding anything else herein contained, the PAL Purchaser shall be entitled to communicate with the counterparty to any PAL Right, in consultation with, and under the supervision of, the Sellers and the Proposal Trustee, and the Sellers and/or the Proposal Trustee, as applicable shall take all such reasonable actions as are necessary to facilitate and participate in such communications by the PAL Purchaser.

2.4.3 To the extent that any consent, approval or waiver needed to transfer any of the DHC Rights or the PAL Rights is not obtained at the hearing of the Approval and Vesting Order and such PAL Right or DHC Right is capable of being forcibly assigned pursuant to section 84.1 of the BIA (or any analogous provision), then, at the request and cost of the DHC Purchaser and/or PAL Purchaser, as applicable, the Sellers or the Proposal Trustee, as applicable, will bring a motion before the Court to assign such DHC Right or PAL Right to the DHC Purchaser or the PAL Purchaser, as applicable, pursuant to section 84.1 of the BIA (or any analogous provision), provided that any cure costs as required pursuant to section 84.1 of the BIA shall be paid in cash by the DHC Purchaser or PAL Purchaser, as applicable, on closing and such amount shall be in addition to and not reduction to the DHC Purchase Price or PAL Purchase Price. The costs assumed by the DHC Purchaser or the PAL Purchaser, as applicable, in accordance with this section 2.4.3, shall be limited to reasonable and documented legal costs required to bring a separate motion to the Court, provided that the Sellers shall not be required to disclose invoices with detailed time entries and descriptions.

Article 3
PURCHASE PRICES

3.1 DHC Purchase Price

The aggregate purchase price and consideration payable by the DHC Purchaser to the Sellers for the DHC Purchased Assets (the **DHC Purchase Price**), exclusive of all applicable Transfer Taxes, shall be the total of:

3.1.1 the amount of $3,900,000 (the **DHC Closing Payment Amount**); and

3.1.2 the dollar value, as of the Closing Time, of the DHC Assumed Liabilities.

3.2 PAL Purchase Price

The aggregate purchase price and consideration payable by the PAL Purchaser to the Sellers for the PAL Purchased Assets (the **PAL Purchase Price**), exclusive of all applicable Transfer Taxes, shall be the total of:

3.2.1 the amount of $2,600,000 (the **PAL Closing Payment Amount**); and

3.2.2 the dollar value, as of the Closing Time, of the PAL Assumed Liabilities.

3.3 Payment of Purchase Prices

3.3.1 The DHC Purchase Price will be satisfied as follows:

3.3.1.1 the DHC Purchaser shall pay an amount equal to the DHC Closing Payment Amount, less the DHC Deposit (inclusive of any interest that has actually accrued thereon), by wire transfer of immediately available funds at the Closing Time to an account of the Proposal Trustee specified in writing by the Proposal Trustee not less than two (2) Business Days prior to the Closing Date; and

3.3.1.2 as to the dollar value of the DHC Assumed Liabilities, by the DHC Purchaser assuming the DHC Assumed Liabilities.

3.3.2 The PAL Purchase Price will be satisfied as follows:

3.3.2.1 the PAL Purchaser shall pay an amount equal to the PAL Closing Payment Amount, less the PAL Deposit (inclusive of any interest that has actually accrued thereon), by wire transfer of immediately available funds at the Closing Time to an account of the Proposal Trustee specified in writing by the Proposal Trustee not less than two (2) Business Days prior to the Closing Date; and

3.3.2.2 as to the dollar value of the PAL Assumed Liabilities, by the PAL Purchaser assuming the PAL Assumed Liabilities.

3.4 Allocation of Purchase Prices

The DHC Purchase Price shall be allocated among the DHC Purchased Assets in accordance with one or more written allocations agreed mutually between the DHC Purchaser and the Sellers, and the PAL Purchase Price shall be allocated among the PAL Purchased Assets in accordance with one or more written allocations agreed mutually between the PAL Purchaser and the Sellers prior to the Closing Date (in either of the foregoing cases, an **Allocation Statement**). The DHC Purchaser and the Sellers shall report the purchase and sale of the DHC Purchased Assets, and the PAL Purchaser and the Sellers shall report the purchase and sale of the PAL Purchased Assets, in their respective Tax Returns in accordance with the applicable Allocation Statement(s), and, in each of the foregoing cases, no Party shall take any position inconsistent therewith in the filing of any Tax Returns.

3.5 <u>Deposits</u>

Within two (2) business days of execution of this Agreement, (i) the DHC Purchaser shall pay by wire transfer to an account specified in writing by the Proposal Trustee, a cash deposit in the amount of $390,000, being equal to 10% of the DHC Closing Payment Amount (the **DHC Deposit**), and (ii) the PAL Purchaser shall pay by wire transfer to an account specified in writing by the Proposal Trustee, a cash deposit in the amount of $260,000, being equal to 10% of the PAL Closing Payment Amount (the **PAL Deposit** and together with the DHC Deposit, the **Deposits**). The Deposits shall be held in trust by the Proposal Trustee in an interest bearing account and shall only be applied and/or distributed, as applicable, in accordance with the terms and conditions of this Agreement. Upon Closing, (i) the DHC Deposit (plus any interest that has actually accrued thereon) shall be applied to the DHC Purchase Price, and (ii) the PAL Deposit (plus any interest that has actually accrued thereon) shall be applied to the PAL Purchase Price. If Closing does not occur, the Deposits shall be subject to the terms of Article 10

3.6 <u>Tax Matters</u>

3.6.1 The DHC Purchase Price and the PAL Purchase Price is exclusive of all Transfer Taxes that may be payable in respect of the purchase and sale of the DHC Purchased Assets and the PAL Purchased Assets and DHC Purchaser shall be solely liable for and shall pay any and all Transfer Taxes pertaining to the DHC Purchaser’s acquisition of the DHC Purchased Assets and PAL Purchaser shall be solely liable for and shall pay any and all Transfer Taxes pertaining to the PAL Purchaser’s acquisition of the PAL Purchased Assets, or, in each case, any registrations, transfers or conveyances in connection therewith. If the Sellers are required to collect or pay any such Transfer Tax, the DHC Purchaser or the PAL Purchaser, as applicable, shall pay the aggregate amount of such Transfer Taxes to the Sellers on request. If the DHC Purchaser or the PAL Purchaser is required to pay or remit Transfer Taxes directly to the applicable Tax Authority, such Party shall be responsible for remitting and paying such Transfer Taxes directly to the applicable Tax Authority. The DHC Purchaser and the PAL Purchaser shall deliver to the Sellers any purchase exemption certificates it relied on in accordance with and in the form and manner as required under Applicable Laws governing provincial Transfer Taxes. Notwithstanding the foregoing, the DHC Purchaser, the PAL Purchaser and the Sellers shall use their Commercially Reasonable Efforts in good faith to minimize (or eliminate) any Transfer Taxes by, among other things, making such available elections and taking such steps as may be provided for under the relevant Applicable Laws governing Transfer Taxes as may reasonably be requested by the DHC Purchaser or the PAL Purchaser, as applicable, in connection with the Closing.

Article 4
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers, on a joint and several basis, hereby represent and warrant as follows to the DHC Purchaser and the PAL Purchaser and acknowledge and agree that the DHC Purchaser is relying upon such representations and warranties in connection with its purchase of the DHC Purchased Assets and its assumption of the DHC Assumed Liabilities, and that the PAL Purchaser is relying upon such representations and warranties in connection with its purchase of the PAL Purchased Assets and its assumption of the PAL Assumed Liabilities:

4.1 Incorporation and Status

Each of the Sellers is a corporation duly incorporated, organized, and subsisting under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to own or lease and operate the DHC Purchased Assets and the PAL Purchased Assets, to sell or assign the DHC Purchased Assets and the PAL Purchased Assets, to enter into this Agreement and the Transaction Documents and to complete the DHC Transaction and the PAL Transaction contemplated hereunder and thereunder.

4.2 Corporation Authorization

Subject to the issuance of the SISP Order and the Approval and Vesting Order, the execution and delivery of this Agreement and each of the Transaction Documents, and the performance by the Sellers of their obligations contained herein and therein have been duly authorized by all necessary corporate action and in accordance with applicable legal requirements.

4.3 No Consents

Other than the Consents and Approvals, no consent of any Person is required in connection with the execution, delivery or performance of this Agreement or any of the Transaction Documents, or the consummation of the transactions contemplated herein and therein.

4.4 Enforceability of Obligations

Subject to the issuance of the SISP Order and the Approval and Vesting Order, this Agreement and all Transaction Documents have been or will be, as at the Closing Time, duly and validly executed and delivered by the Sellers and constitute or will, as at the Closing Time, constitute legal, valid, and binding obligations of the Sellers enforceable in accordance with the terms hereof or thereof.

4.5 Absence of Conflicts

The execution, delivery and performance by the Sellers of this Agreement and each of the Transaction Documents do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

4.5.1 result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Sellers;

4.5.2 result in a breach or a violation of, or conflict with, any judgment, order or decree of any Governmental Authority;

4.5.3 result in a breach or a violation of, or conflict with, any Applicable Law;

4.5.4 do not materially violate, contravene, or breach or constitute a material default under, any Contract to which the Sellers are a party or order by which the Sellers are bound; or

4.5.5 result in the creation or require the creation of any Encumbrance upon or against any of DHC Purchased Assets or any of the PAL Purchased Assets.

4.6 Licenses

Except as set forth in Schedule 4.6, the Sellers have not granted any licence, sublicence or other right to any Person to use any of the DHC Transferred STCs, the PAL Transferred STCs, the DHC Transferred IP or the PAL Transferred IP.

4.7 Royalties

Except as set forth in Schedule 4.7, the Sellers have not granted any royalty, revenue sharing entitlement or similar payment obligation to any Person in respect of the DHC Transferred STCs, the PAL Transferred STCs, the DHC Transferred IP or the PAL Transferred IP.

4.8 STCs in Good Standing

(a) Each of the DHC Transferred STCs and the PAL Transferred STCs is in good standing with Transport Canada and/or any applicable equivalent Governmental Authorities; (b) neither Transport Canada nor any equivalent Governmental Authority has revoked, suspended or otherwise restricted the Sellers' rights under, or ability to transfer, any of the DHC Transferred STCs or the PAL Transferred STCs; and (c) there is no outstanding investigation, review or air worthiness directive of Transport Canada or any equivalent Governmental Authority relating to any of the DHC Transferred STCs or the PAL Transferred STCs.

4.9 Ability to Transfer STCs and Transferred IP

The Sellers have the full right, power and authority to transfer ownership of the DHC Transferred STCs and the DHC Transferred IP to the DHC Purchaser and the PAL Transferred STCs and, if applicable, the PAL Transferred IP to the PAL Purchaser, respectively, free and clear of any Encumbrances (other than the DHC Permitted Encumbrances and the PAL Permitted Encumbrances, as applicable), restrictions or competing claims that would prevent or impair such transfer.

4.10 Required Authorizations

Except for the issuance of the SISP Order and the Approval and Vesting Order and the Consents and Approvals, no consent, approval, authorization, or other order of, action by, filing with or notification to, any Governmental Authority is required in connection with the execution, delivery or performance by the Sellers of this Agreement or any of the Transaction Documents, or the consummation of the DHC Transaction or the PAL Transaction contemplated herein and therein.

4.11 No Option

Except for the rights of the DHC Purchaser and the PAL Purchaser under this Agreement, no Person has any written or oral agreement, option, warrant, understanding or commitment or any right or privilege (whether by law, contractual or otherwise) capable of becoming such for the purchase or acquisition from the Sellers of any of the DHC Purchased Assets or any of the PAL Purchased Assets.

4.12 Title to Purchased Assets

The Sellers have good, valid and marketable title to, and legal and beneficial ownership of, the DHC Purchased Assets and the PAL Purchased Assets (including all third-party delegate reports related thereto), in each case free and clear of any Encumbrances other than DHC Permitted Encumbrances and the PAL Permitted Encumbrances, as applicable.

4.13 Taxes

4.13.1 Neither of the Sellers is a non resident of Canada for the purposes of the ITA.

4.13.2 Field is registered for purposes of the ETA with the registration number 12289 4710 RT0001.

4.13.3 All Tax Returns required to be filed by the Sellers in respect of GST, income Taxes, withholding Taxes and payroll source deductions have been duly filed and all such Taxes have been duly and timely deducted, withheld, paid or remitted, as applicable, as required up to the Closing Time (including all instalments on account of Taxes for the current year and whether or not shown as due on any Tax Return); there are no arrears of such Taxes or written notices of assessment outstanding, except as disclosed.

4.13.4 There are no Encumbrances for Taxes upon any of the DHC Purchased Assets or PAL Purchased Assets.

4.13.5 There are no proceedings, investigations, audits or claims now pending or threatened against the Sellers in respect of any Taxes, and there are no matters under discussion, audit or appeal with any Tax Authority, which is capable of forming or resulting in an Encumbrance on the DHC Purchased Assets or PAL Purchased Assets.

4.14 No Brokers, etc.

No finder, broker or similar intermediary acting on behalf of the Sellers or any of their Affiliates is entitled to a commission, fee, or other compensation from the DHC Purchaser or the PAL Purchaser in connection with the negotiation, execution or delivery of this Agreement or the consummation of the DHC Transaction or the PAL Transaction.

4.15 As is, Where is

The DHC Purchased Assets shall be sold and delivered to the DHC Purchaser and the PAL Purchased Assets shall be sold and delivered to the PAL Purchaser, in each case, on an "*as is, where is*" basis, subject to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, or quality or in respect of any other matter or thing whatsoever concerning the DHC Purchased Assets and the PAL Purchased Assets.

The DHC Purchaser and PAL Purchaser each acknowledge and agree that they have conducted, to their satisfaction, an independent investigation and verification of the DHC Purchased Assets and PAL Purchased Assets, respectively, and, based solely thereon and the advice of their financial, legal and other advisors and the representations and warranties provided by the Sellers hereunder, have determined to proceed with the transactions described herein. The DHC Purchaser and PAL Purchaser have each relied solely on the results of their own independent investigation and verification and, except for the representations and warranties of the Sellers expressly set forth in Article 4 , each of the DHC Purchaser and PAL Purchaser understands, acknowledges and agrees that all other representations, warranties, guarantees, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Sellers or the Business) are specifically disclaimed by the Sellers and their financial and legal advisors and the Proposal Trustee and its legal counsel. THE DHC PURCHASER AND PAL PURCHASER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLERS EXPRESSLY AND SPECIFICALLY SET FORTH IN Article 4 : (A) THE DHC PURCHASER IS ACQUIRING THE DHC PURCHASED ASSETS, AND THE PAL PURCHASER IS ACQUIRING THE PAL PURCHASED ASSETS, ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE SELLERS, THE PROPOSAL TRUSTEE OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE SELLERS OR THE PROPOSAL TRUSTEE WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE DHC PURCHASER AND PAL PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE SELLERS, THE BUSINESS, THE DHC PURCHASED ASSETS, THE DHC ASSUMED LIABILITIES, THE PAL PURCHASED ASSETS, THE PAL ASSUMED LIABILITIES, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS DESCRIBED HEREIN, OR THE

ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE DHC PURCHASER OR PAL PURCHASER OR ANY OF THEIR REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE DHC PURCHASER AND PAL PURCHASER EACH CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE DHC PURCHASER AND PAL PURCHASER.

Article 5
REPRESENTATIONS AND WARRANTIES OF THE DHC PURCHASER

The DHC Purchaser hereby represents and warrants to the Sellers, solely with respect to itself (and for greater certainty not with respect to the PAL Purchaser), as follows, and acknowledges and agrees that the Sellers are relying on such representations and warranties of the DHC Purchaser in connection with the sale and transfer of the DHC Purchased Assets.

5.1 Incorporation and Status

The DHC Purchaser is a corporation duly incorporated, organized, and subsisting under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to enter into this Agreement and the Transaction Documents to which it is a party, and to complete the DHC Transaction contemplated hereunder and thereunder.

5.2 Corporate Authorization

The execution and delivery of this Agreement and the Transaction Documents to which it is a party and the performance by the DHC Purchaser of its obligations contained herein and therein have been duly authorized by all necessary corporate action and in accordance with applicable legal requirements.

5.3 Required Authorizations

Except for the issuance of the SISP Order and the Approval and Vesting Order, no consent, approval, authorization, or other order of, action by, filing with or notification to, any Governmental Authority is required in connection with the execution, delivery or performance by the DHC Purchaser of this Agreement or any of the Transaction Documents, or the consummation of the DHC Transaction contemplated herein and therein.

5.4 Enforceability of Obligations

This Agreement and all Transaction Documents to which the DHC Purchaser is or will be a party have been or will be, as at the Closing Time, duly and validly executed and delivered by the DHC Purchaser and constitute or will, as at the Closing Time, constitute legal, valid, and binding obligations of the DHC Purchaser enforceable in accordance with the terms hereof or thereof.

5.5 Absence of Conflicts

The execution, delivery and performance by the DHC Purchaser of this Agreement and the Transaction Documents to which it is a party do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

5.5.1 result in a breach or a violation of, or conflict with, any judgment, order or decree of any Governmental Authority; or

5.5.2 result in a breach or a violation of, or conflict with, any Applicable Law.

5.6 No Order

The DHC Purchaser is not subject to any order of any Governmental Authority, nor to the knowledge of the DHC Purchaser are there any such orders threatened to be imposed by any Governmental Authority, which could affect the legality, validity or enforceability of this Agreement or the consummation of the DHC Transaction by the DHC Purchaser.

5.7 Sufficiency of Funds

At the Closing, the DHC Purchaser will have made adequate arrangements to have sufficient funds available to enable it to make payment of the DHC Closing Payment Amount.

5.8 Residence of the DHC Purchaser

The DHC Purchaser is not a non resident of Canada for the purposes of the ITA.

5.9 GST Registration

The DHC Purchaser will be a registrant for purposes of the ETA and will prior to Closing provide the Sellers with the applicable registration number.

Article 6
REPRESENTATIONS AND WARRANTIES OF THE PAL PURCHASER

The PAL Purchaser hereby represents and warrants to the Sellers, solely with respect to itself (and for greater certainty not with respect to the DHC Purchaser), as follows, and acknowledges and agrees that the Sellers are relying on such representations and warranties of the PAL Purchaser in connection with the sale and transfer of the PAL Purchased Assets.

6.1 Incorporation and Status

The PAL Purchaser is a corporation duly incorporated, organized, and subsisting under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to enter into this Agreement and the Transaction Documents to which it is a party, and to complete the PAL Transaction contemplated hereunder and thereunder.

6.2 Corporate Authorization

The execution and delivery of this Agreement and the Transaction Documents to which it is a party and the performance by the PAL Purchaser of its obligations contained herein and therein have been duly authorized by all necessary corporate action and in accordance with applicable legal requirements.

6.3 Required Authorizations

Except for the issuance of the SISP Order and the Approval and Vesting Order, no consent, approval, authorization, or other order of, action by, filing with or notification to, any Governmental Authority is required in connection with the execution, delivery or performance by the PAL Purchaser of this Agreement or any of the Transaction Documents, or the consummation of the PAL Transaction contemplated herein and therein.

6.4 Enforceability of Obligations

This Agreement and all Transaction Documents to which the PAL Purchaser is or will be a party have been or will be, as at the Closing Time, duly and validly executed and delivered by the PAL Purchaser and constitute or will, as at the Closing Time, constitute legal, valid, and binding obligations of the PAL Purchaser enforceable in accordance with the terms hereof or thereof.

6.5 Absence of Conflicts

The execution, delivery and performance by the PAL Purchaser of this Agreement and the Transaction Documents to which it is a party do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

6.5.1 result in a breach or a violation of, or conflict with, any judgment, order or decree of any Governmental Authority; or

6.5.2 result in a breach or a violation of, or conflict with, any Applicable Law.

6.6 No Order

The PAL Purchaser is not subject to any order of any Governmental Authority, nor to the knowledge of the PAL Purchaser are there any such orders threatened to be imposed by any Governmental Authority, which could affect the legality, validity or enforceability of this Agreement or the consummation of the PAL Transaction by the PAL Purchaser.

6.7 Sufficiency of Funds

At the Closing, the PAL Purchaser will have made adequate arrangements to have sufficient funds available to enable it to make payment of the PAL Closing Payment Amount.

6.8 Residence of the PAL Purchaser

The PAL Purchaser is not a non resident of Canada for the purposes of the ITA.

6.9 GST Registration

The PAL Purchaser will be a registrant for purposes of the ETA and will prior to Closing provide the Sellers with the applicable registration number.

Article 7
COVENANTS

7.1 Interim Period

7.1.1 Subject to Section 7.1.3, during the Interim Period, the Sellers shall:

7.1.1.1 use Commercially Reasonable Efforts to preserve the DHC Purchased Assets and the PAL Purchased Assets;

7.1.1.2 keep in good standing the DHC Transferred STCs and the PAL Transferred STCs;

7.1.1.3 keep the DHC Purchaser and the PAL Purchaser fully informed of any material developments relating to the Business, the DHC Purchased Assets and the PAL Purchased Assets;

7.1.1.4 maintain in force all registered Intellectual Property forming part of the DHC Transferred IP or the PAL Transferred IP, including by paying all annuities, renewal fees and maintenance fees and responding to any office actions in respect thereof;

7.1.1.5 preserve the confidentiality of all trade secrets and know-how forming part of the DHC Transferred IP or the PAL Transferred IP and not disclose any such trade secrets or know-how except under existing confidentiality arrangements or as required by Applicable Law or permitted under the SISP Order;

7.1.1.6 not commence, amend or settle any intellectual property prosecution, opposition, cancellation, infringement or misappropriation proceeding relating to the DHC Transferred IP or the PAL Transferred IP without the prior written consent of the DHC Purchaser or the PAL Purchaser, as applicable; and

7.1.1.7 not abandon any DHC Transferred IP or PAL Transferred IP.

7.1.2 Subject to Section 7.1.3, during the Interim Period, the Sellers shall not:

7.1.2.1 transfer, lease, license, sell, abandon or otherwise dispose of any DHC Purchased Asset or PAL Purchased Asset;

7.1.2.2 transport or remove, and shall not allow the transportation or removal of any DHC Purchased Assets or PAL Purchased Assets out of their current locations;

7.1.2.3 terminate, amend, restate, supplement, extend, assign, or waive (partially or completely) any rights in respect of any DHC Purchased Assets or PAL Purchased Assets;

7.1.2.4 settle or compromise any litigation or claims relating to the DHC Purchased Assets or PAL Purchased Assets or that would impose any restrictions or liabilities on the DHC Purchaser’s use of the DHC Purchased Assets or the PAL Purchaser’s use of the PAL Purchased Assets after the Closing;

7.1.2.5 permit, allow or suffer any DHC Purchased Asset or PAL Purchased Asset to be subjected to any Encumbrance, with the exception of the Court-approved charges in the BIA Proceedings;

7.1.2.6 cancel or compromise any debt or claim that would be included in the DHC Purchased Asset or PAL Purchased Asset or waive or release any material right of the Sellers that would be included in the DHC Purchased Assets or PAL Purchased Assets;

7.1.2.7 take any action that would reasonably be expected to prevent or significantly impede or materially delay the completion of the transactions contemplated hereunder; or

7.1.2.8 agree to do any of the foregoing.

7.1.3 The covenants set out in Sections 7.1.1 and 7.1.2 shall not apply, in each case, to the extent: (a) otherwise expressly contemplated or permitted by this Agreement; (b) necessary in connection with the BIA Proceedings; (c) otherwise provided in the SISP Order or any other court order, prior to the Closing Time, and as agreed to by the DHC Purchaser and the PAL Purchaser; (d) required by Applicable Law; or (e) consented to in writing by the DHC Purchaser and the PAL Purchaser, each in its sole discretion; provided that, in each of the foregoing cases, that the Sellers shall give the DHC Purchaser and the PAL Purchaser prior written notice before taking or not taking, as applicable, any such action(s).

7.2 Access During Interim Period

During the Interim Period, upon written notice of three (3) Business Days by the DHC Purchaser or the PAL Purchaser to the Sellers, or as otherwise agreed by the parties (including by email), the Sellers shall give, or cause to be given, to the DHC Purchaser or the PAL Purchaser, as applicable, and its Representatives reasonable access during normal business hours to the applicable Purchased Assets, including the applicable Books and Records, the applicable Data Packages and the applicable Assumed Liabilities to conduct such investigations, inspections, surveys or tests as such Party deems reasonably necessary or desirable to further familiarize itself with any of the foregoing, including the financial and legal condition thereof. Without limiting the generality of the foregoing, the DHC Purchaser, the PAL Purchaser and their respective Representatives shall be permitted reasonable access during normal business hours to, and the Sellers shall furnish them with, all documents relating to information scheduled or required to be disclosed under this Agreement. Such investigations, inspections, surveys, and tests shall be carried out at the DHC Purchaser's and the PAL Purchaser's, as applicable, sole and exclusive risk, during normal business hours, and without undue interference with the Business.

7.3 Risk of Loss and Casualty

7.3.1 Until the Closing Time, all of the DHC Purchased Assets will be at the risk of the Sellers. If, before the Closing Time, any material portion of the DHC Purchased Assets are destroyed or damaged or are appropriated, expropriated, seized or otherwise, the Sellers will promptly notify the DHC Purchaser of same, which shall each have the option in its sole discretion (irrespective of the wishes of the PAL Purchaser), exercisable by notice in writing:

7.3.1.1 to complete the DHC Transaction with or without a reduction of the DHC Purchase Price mutually acceptable to the Sellers and the DHC Purchaser, in which event all proceeds of any insurance (including business interruption insurance) will be immediately payable to the DHC Purchaser upon receipt by the Sellers; or

7.3.1.2 to partially terminate this Agreement in accordance with Section 10.1.

7.3.2 Until the Closing Time, all of the PAL Purchased Assets will be at the risk of the Sellers. If, before the Closing Time, any material portion of the PAL Purchased Assets are destroyed or damaged or are appropriated, expropriated, seized or otherwise, the Sellers will promptly notify the PAL Purchaser of same, which shall each have the option in its sole discretion (irrespective of the wishes of the DHC Purchaser), exercisable by notice in writing:

7.3.2.1 to complete the PAL Transaction with or without a reduction of the PAL Purchase Price mutually acceptable to the Sellers and the PAL Purchaser, in which event all proceeds of any insurance (including business interruption insurance) will be immediately payable to the PAL Purchaser upon receipt by the Sellers; or

7.3.2.2 to partially terminate this Agreement in accordance with Section 10.2.

7.4 Insurance Matters

Until the Closing, except as otherwise provided herein, the Sellers will keep in full force and effect all of their existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Sellers in the ordinary course of business. To the extent that any such insurance policy is due for renewal prior to Closing, renewal shall be made consistent with past practices in the ordinary course of business.

Notwithstanding the foregoing, the Sellers shall be entitled to cancel or elect not to renew any insurance policies that do not provide coverage in respect of the DHC Purchased Assets and/or the PAL Purchased Assets, with the consent of the Proposal Trustee.

7.5 Consents and Approvals and other Filings and Notices

Prior to Closing, the Sellers will use Commercially Reasonable Efforts to obtain any Consent and Approval required for the DHC Transaction and the PAL Transaction and that will remain necessary after application of the Approval and Vesting Order on terms acceptable to the DHC Purchaser or the PAL Purchaser, as applicable, acting reasonably. If so requested in writing by the Sellers, the DHC Purchaser and the PAL Purchaser will provide its reasonable cooperation to assist the Sellers in obtaining any such Consents and Approvals. The Sellers, the DHC Purchaser and the PAL Purchaser shall, as promptly as possible, make, or cause or be made, all filings and submissions (including with respect to the DHC Transferred STCs and the PAL Transferred STCs), as applicable, required under any Applicable Law, and the DHC Purchaser and the PAL Purchaser will request any expedited processing available. Without limiting the generality of the foregoing sentence, the Sellers shall ensure that all applicable applications, forms and similar materials to be submitted to any applicable Governmental Entities (including, for greater certainty, Transport Canada) that are necessary to effect the transfer of the DHC Transferred STCs to the DHC Purchaser and the transfer of the PAL Transferred STCs to the PAL Purchaser shall be prepared in such a manner as to allow the Sellers, the DHC Purchaser and the PAL Purchaser to submit such materials to such Governmental Authority as promptly as possible following the applicable Closing.

7.6 Transport Canada and Equivalent Governmental Authorities

7.6.1 Without limiting the generality of Section 7.5, as promptly as possible following the applicable Closing: (i) the Sellers and the DHC Purchaser shall jointly request from the relevant Governmental Authorities the transfer of the DHC Purchased Assets to the DHC Purchaser (including the DHC Transferred STCs); and (ii) the Sellers and the PAL Purchaser shall jointly request from the relevant Governmental Authorities the transfer of the PAL Purchased Assets to the PAL Purchaser (including the PAL Transferred STCs); provided that, following the selection of this Agreement as the Successful Bid, the Parties will work together collaboratively and in good faith in preparing such submissions. Such request shall only cover the transfer to the DHC Purchaser of the DHC Purchased Assets and the transfer to the PAL Purchaser of the PAL Purchased Assets, as applicable, without any modification or variance thereof. Each Party shall diligently use its Commercially Reasonable Efforts and shall reasonably cooperate with the other Parties to secure the transfer of the DHC Purchased Assets to the DHC Purchaser and the transfer of the PAL Purchased Assets to the PAL Purchaser, or the surrender of the DHC Purchased Assets and the PAL Purchased Assets by the Sellers (including the reissuance of the DHC Transferred STCs and the PAL Transferred STCs to the DHC Purchaser and the PAL Purchaser, respectively). The Parties agree to reasonably cooperate and coordinate in advance with each other, in a timely manner, with respect to any and all communications with any Governmental Authorities in connection with the subject matter of this Section 7.6.

7.6.2 Without limiting the foregoing, with respect to the transfer of any "/D" supplemental type certificates included in the DHC Transferred STCs or the PAL Transferred STCs (collectively, the **/D STCs**), the Sellers shall facilitate such transfer, including by causing a design approval representative to re-issue the applicable document on behalf of the DHC Purchaser or the PAL Purchaser, as applicable.

7.6.3 The Transfer Costs associated with the transfer of: (a) the DHC Transferred STCs shall be borne by DHC; and (b) the PAL Transferred STCs shall be borne by PAL.

7.7 Intellectual Property Matters

The Sellers shall cooperate with and assist the DHC Purchaser or the PAL Purchaser, as applicable, at such Party's expense, with the registration of the assignment of the registrable rights relating to DHC Transferred IP or the PAL Transferred IP, as applicable, by executing whatever documentation is required, including assignment documents and powers of attorney. Effective as of the Closing, the Sellers acknowledge and agree that: (a) they have no residual right, license or entitlement to use, practice or exploit any of the DHC Transferred IP or, if applicable, the PAL Transferred IP (including all trade secrets, know-how, inventions, improvements, innovations, discoveries, designs, confidential information, manufacturing and production processes and techniques, engineering drawings and technical publications forming part thereof); and (b) they shall not, and shall cause their Affiliates and Representatives not to, directly or indirectly use or disclose any DHC Transferred IP or, if applicable, PAL Transferred IP from and after the Closing.

7.8 Transfer of Purchased Assets in Electronic Format

At Closing, the DHC Purchased Assets stored in electronic format shall be exported to the DHC Purchaser and the PAL Purchased Assets stored in electronic format shall be exported to the PAL Purchaser: (a) in a timely and secure manner; (b) in a format reasonably requested by the DHC Purchaser or the PAL Purchaser, as applicable; and (c) together with all passwords, access credentials, encryption keys and source files necessary to access and use such electronic materials. The Sellers shall not retain any copies of the DHC Purchased Assets or the PAL Purchased Assets delivered in electronic format pursuant to this Section 7.8, other than copies of such records as may be required to be retained by the Sellers pursuant to Applicable Law or any Order of the Court.

7.9 Cooperation; Tax Returns

The Parties agree to cooperate in good faith and cause to be furnished promptly to each other such information and assistance relating to the DHC Purchased Assets and the PAL Purchased Assets, from time to time after the Closing, as is reasonably necessary, including to assist the DHC Purchaser and/or PAL Purchaser, as may be applicable, in its preparation of financial statements, Tax Returns (including tax invoices and agreements) and filings relating to Tax matters, for the preparation of and proof of facts during any Tax audit, for the preparation of any Tax objection or appeal, for the prosecution or defense of any claim and for the answer to any governmental inquiry into any matters.

Article 8
CONDITIONS

8.1 Conditions for the Benefit of the DHC Purchaser

8.1.1 The obligation of the DHC Purchaser to consummate the DHC Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

8.1.1.1 Representations and Warranties. As of the date hereof and as of the Closing Time, all representations and warranties of the Sellers shall be true and correct in all respects;

8.1.1.2 Covenants. The Sellers shall have performed in all material respects their obligations under this Agreement to the extent required to be performed at or prior to the Closing Time;

8.1.1.3 No Default. On or before the Closing Date, there shall not have occurred any material default under any of the DHC Transferred STCs that remains unremedied;

8.1.1.4 BIA Stays. All stays of proceedings and other provisions applicable in the BIA Proceedings shall have remained in effect as at the Closing Time except where any such stay or other provisions are terminated or lifted or amended in a manner that is not prejudicial to the DHC Purchaser or that does not adversely affect the DHC Purchaser's rights under this Agreement or the DHC Purchased Assets;

8.1.1.5 SISP. The Sellers shall not be in breach of the SISP;

8.1.1.6 Transfer of DHC Purchased Assets. (a) The Sellers shall have obtained all Consents and Approvals from all applicable Governmental Authorities, (provided that, in the case of Transport Canada, the delivery by the Sellers to the DHC Purchaser of transfer endorsements and transfer application forms in respect of the DHC Transferred STCs, in each case duly executed by the applicable Seller(s) in a form reasonably satisfactory to DHC, shall be sufficient to fulfill such condition) necessary to permit the valid and effective transfer of the DHC Purchased Assets (including, for greater certainty, the DHC Transferred STCs) to the DHC Purchaser; (b) each of the DHC Transferred STCs shall remain in full force and effect, and no Governmental Authority shall have revoked, suspended or otherwise restricted any of the DHC Transferred STCs or the Sellers' rights thereunder; and (c) there shall be no reasonable basis to believe that the DHC Transferred STCs will not remain in full force and effect following Closing;

8.1.1.7 Closing Deliveries. All documents relating to Closing and the DHC Transaction and all actions or proceedings taken on or prior to the Closing Time in connection with the performance by the Sellers of their obligations under this Agreement shall be satisfactory to the DHC Purchaser, and the DHC Purchaser shall have received copies of all such documents and evidence that all such actions and proceedings have been taken as it may reasonably request, in each case in form and substance satisfactory to the DHC Purchaser;

8.1.1.8 No Action or Proceeding. No action or proceeding will be pending or threatened by any Person in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting: (a) the completion of the DHC Transaction or imposing any permanent terms or conditions on the completion of the DHC Transaction; or (b) the right of the DHC Purchaser to acquire or own the DHC Purchased Assets;

8.1.1.9 Applicable Laws. No Applicable Law or any change in any Applicable Law shall have been introduced, enacted or announced the effect of which would be to render illegal or prevent the completion of the DHC Transaction; and

8.1.1.10 No Material Adverse Change. Since the date of this Agreement, there shall not have occurred a Material Adverse Change.

8.1.2 The foregoing conditions are for the exclusive benefit of the DHC Purchaser and may be asserted or waived by the DHC Purchaser in its sole discretion (for greater certainty, independently of the PAL Purchaser). Any condition in this Section 8.1 may be waived by the DHC Purchaser, in whole or in part, without prejudice to: (a) the DHC Purchaser's rights of termination in the event of non-fulfillment of any other condition in whole or in part; and (b) the PAL Purchaser's right to require satisfaction of, or to waive, the equivalent or any other condition. Any such waiver shall be binding on the DHC Purchaser only if made in writing and signed by the DHC Purchaser.

8.2 Conditions for the Benefit of the PAL Purchaser

8.2.1 The obligation of the PAL Purchaser to consummate the PAL Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

8.2.1.1 Representations and Warranties. As of the date hereof and as of the Closing Time, all representations and warranties of the Sellers shall be true and correct in all respects;

8.2.1.2 Covenants. The Sellers shall have performed in all material respects their obligations under this Agreement to the extent required to be performed at or prior to the Closing Time;

8.2.1.3 No Default. On or before the Closing Date, there shall not have occurred any material default under any of the PAL Transferred STCs that remains unremedied;

8.2.1.4 BIA Stays. All stays of proceedings and other provisions applicable in the BIA Proceedings shall have remained in effect as at the Closing Time except where any such stay or other provisions are terminated or lifted or amended in a manner that is not prejudicial to the PAL Purchaser or that does not adversely affect the PAL Purchaser's rights under this Agreement or the PAL Purchased Assets;

8.2.1.5 SISP. The Sellers shall not be in breach of the SISP;

8.2.1.6 Transfer of PAL Purchased Assets. (a) The Sellers shall have obtained all Consents and Approvals from all applicable Governmental Authorities, (provided that, in the case of Transport Canada, the delivery by the Sellers to the PAL Purchaser of transfer endorsements and transfer application forms in respect of the PAL Transferred STCs, in each case duly executed by the applicable Seller(s) in a form reasonably satisfactory to PAL, shall be sufficient to fulfill such condition) necessary to permit the valid and effective transfer of the PAL Purchased Assets (including, for greater certainty, the PAL Transferred STCs) to the PAL Purchaser; (b) each of the PAL Transferred STCs shall remain in full force and effect, and no Governmental Authority shall have revoked, suspended or otherwise restricted any of the PAL Transferred STCs or the Sellers' rights thereunder; and (c) there shall be no reasonable basis to believe that the PAL Transferred STCs will not remain in full force and effect following Closing;

8.2.1.7 Closing Deliveries. All documents relating to Closing and the PAL Transaction and all actions or proceedings taken on or prior to the Closing Time in connection with the performance by the Seller of its obligations under this Agreement shall be satisfactory to the PAL Purchaser, and the PAL Purchaser shall have received copies of all such documents and evidence that all such actions and proceedings have been taken as it may reasonably request, in each case in form and substance satisfactory to the PAL Purchaser;

8.2.1.8 No Action or Proceeding. No action or proceeding will be pending or threatened by any Person in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting: (a) the completion of the PAL Transaction or imposing any permanent terms or conditions on the completion of the PAL Transaction; or (b) the right of the PAL Purchaser to acquire or own the PAL Purchased Assets;

8.2.1.9 Applicable Laws. No Applicable Law or any change in any Applicable Law shall have been introduced, enacted or announced the effect of which would be to render illegal or prevent the completion of the PAL Transaction; and

8.2.1.10 No Material Adverse Change. Since the date of this Agreement, there shall not have occurred a Material Adverse Change.

8.2.2 The foregoing conditions are for the exclusive benefit of the PAL Purchaser and may be asserted or waived by the PAL Purchaser in its sole discretion (for greater certainty, independently of the DHC Purchaser). Any condition in this Section 8.2 may be waived by the PAL Purchaser, in whole or in part, without prejudice to: (a) the PAL Purchaser's rights of termination in the event of non-fulfillment of any other condition in whole or in part; and (b) the DHC Purchaser's right to require satisfaction of, or to waive, the equivalent or any other condition. Any such waiver shall be binding on the PAL Purchaser only if made in writing and signed by the PAL Purchaser.

8.3 Conditions for the Benefit of the Sellers

8.3.1 The obligation of the Sellers to consummate the DHC Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

8.3.1.1 Representations and Warranties. As of the date hereof and as of the Closing Time, all representations and warranties of the DHC Purchaser shall be true and correct in all respects;

8.3.1.2 No Action or Proceeding. No action or proceeding will be pending or threatened by any Person in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting: (a) the completion of the DHC Transaction or imposing any permanent terms or conditions on the completion of the DHC Transaction; or (b) the right of the DHC Purchaser to acquire or own the DHC Purchased Assets;

8.3.1.3 No Financing Condition. The obligations of the DHC Purchaser under this Agreement are not subject to any financing condition or contingency of any nature whatsoever, and the DHC Purchaser shall have sufficient cash on hand or other immediately available funds to consummate the DHC Transaction and satisfy all of its payment and other obligations contemplated under this Agreement;

8.3.1.4 Applicable Laws. No Applicable Law or any change in any Applicable Law shall have been introduced, enacted or announced the effect of which would be to render illegal or prevent the completion of the DHC Transaction; and

8.3.1.5 Covenants. The DHC Purchaser shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or prior to the Closing Time.

8.3.2 The obligation of the Sellers to consummate the PAL Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

8.3.2.1 Representations and Warranties. As of the date hereof and as of the Closing Time, all representations and warranties of the PAL Purchaser shall be true and correct in all respects;

8.3.2.2 No Action or Proceeding. No action or proceeding will be pending or threatened by any Person in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting: (a) the completion of the PAL Transaction or imposing any permanent terms or conditions on the completion of the PAL Transaction; or (b) the right of the PAL Purchaser to acquire or own the PAL Purchased Assets;

8.3.2.3 No Financing Condition. The obligations of the PAL Purchaser under this Agreement are not subject to any financing condition or contingency of any nature whatsoever, and the PAL Purchaser shall have sufficient cash on hand or other immediately available funds to consummate the PAL Transaction, and satisfy all of its payment and other obligations contemplated under this Agreement;

8.3.2.4 Applicable Laws. No Applicable Law or any change in any Applicable Law shall have been introduced, enacted or announced the effect of which would be to render illegal or prevent the completion of the PAL Transaction; and

8.3.2.5 Covenants. The PAL Purchaser shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or prior to the Closing Time.

8.3.3 The foregoing conditions are for the exclusive benefit of the Sellers. Any condition in this Section 8.3 may be waived by the Sellers in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Sellers only if made in writing.

8.4 Conditions for the Benefit of the DHC Purchaser, the PAL Purchaser and the Sellers

8.4.1 The obligations of the DHC Purchaser and the Sellers to consummate the DHC Transaction and the obligations of the PAL Purchaser and the Sellers to consummate the PAL Transaction are subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

8.4.1.1 SISP Order. The SISP Order shall have been obtained on or by June 12, 2026, and shall not have been stayed, varied, vacated, or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);

8.4.1.2 Successful Bid. This Agreement shall be the Successful Bid (as determined pursuant to the SISP); and

8.4.1.3 Approval and Vesting Order. The Approval and Vesting Order shall have been obtained and shall not have been stayed, varied, vacated, or appealed (or any such appeal shall have been dismissed with no further appeal therefrom).

8.4.2 The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Sellers, the DHC Purchaser and the PAL Purchaser.

Article 9
CLOSING

9.1 Date, Time and Place of Closing

The Closing of the DHC Transaction and the PAL Transaction shall be deemed to take place on the Closing Date at the Closing Time, or as otherwise determined by mutual agreement of the applicable Parties in writing, but, in any event, shall take place prior to the Termination Date. The Closing shall take place virtually by exchange of executed documents by email, other electronic means or courier and payment by wire transfer of immediately available funds.

9.2 Closing Deliveries of the Sellers

9.2.1 At or before the Closing Time, the Sellers shall execute and deliver to the DHC Purchaser, or arrange for the delivery, as the case may be, to the DHC Purchaser, the following, each of which shall be in form and substance satisfactory to the DHC Purchaser:

9.2.1.1 an issued copy of the Approval and Vesting Order;

9.2.1.2 the General Assignments and Bills of Sale for the DHC Purchased Assets duly executed by the Sellers;

9.2.1.3 the IP Assignment and Assumption Agreement for the DHC Transferred IP duly executed by the Sellers;

9.2.1.4 originals of the DHC Books and Records including, for greater certainty, the DHC Data Packages;

9.2.1.5 copies of any Order obtained by the Sellers pursuant to this Agreement, if such Order(s) is not included in the Approval and Vesting Order;

9.2.1.6 a certificate dated as of the Closing Date from the Sellers confirming that all of the representations and warranties of the Sellers contained in this Agreement are true in all respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the Sellers have performed in all material respects each of their obligations under this Agreement required to be performed by them at or prior to the Closing Time;

9.2.1.7 written confirmation to the Proposal Trustee that all conditions of Closing of the DHC Transaction in favour of the Sellers have been satisfied or waived;

9.2.1.8 duly executed certificates, elections or other documents required to be delivered pursuant to Section 3.6; and

9.2.1.9 such other certificates, instruments, and documents required by this Agreement or as may be reasonably requested by the DHC Purchaser to carry out the intent and purposes of this Agreement.

9.2.2 At or before the Closing Time, the Sellers shall execute and deliver to the PAL Purchaser, or arrange for the delivery, as the case may be, to the PAL Purchaser, the following, each of which shall be in form and substance satisfactory to the PAL Purchaser:

9.2.2.1 an issued copy of the Approval and Vesting Order;

9.2.2.2 the General Assignments and Bills of Sale for the PAL Purchased Assets duly executed by the Sellers;

9.2.2.3 if applicable, the IP Assignment and Assumption Agreements for the PAL Transferred IP duly executed by the Sellers;

9.2.2.4 originals of the PAL Books and Records including, for greater certainty, the PAL Data Packages;

9.2.2.5 copies of any Order obtained by the Sellers pursuant to this Agreement, if such Order(s) is not included in the Approval and Vesting Order;

9.2.2.6 a certificate dated as of the Closing Date from the Sellers confirming that all of the representations and warranties of the Sellers contained in this Agreement are true in all respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the Sellers have performed in all material respects each of their obligations under this Agreement required to be performed by them at or prior to the Closing Time;

9.2.2.7 written confirmation to the Proposal Trustee that all conditions of Closing of the PAL Transaction in favour of the Sellers have been satisfied or waived;

9.2.2.8 duly executed certificates, elections or other documents required to be delivered pursuant to Section 3.6; and

9.2.2.9 such other certificates, instruments, and documents required by this Agreement or as may be reasonably requested by the PAL Purchaser to carry out the intent and purposes of this Agreement.

9.3 <u>Closing Deliveries of the DHC Purchaser</u>

At or before the Closing Time, the DHC Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Sellers the following, each of which shall be in form and substance satisfactory to the Sellers:

9.3.1 payment of the balance of the DHC Closing Payment Amount required by, and in accordance with, Section 3.3.1.1;

9.3.2 the General Assignments and Bills of Sale for the DHC Purchased Assets duly executed by the DHC Purchaser;

9.3.3 the IP Assignment and Assumption Agreements for the DHC Transferred IP duly executed by the DHC Purchaser;

9.3.4 a certificate dated as of the Closing Date from the DHC Purchaser confirming that all of the representations and warranties of the DHC Purchaser contained in this Agreement are true in all respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the DHC Purchaser has performed in all material respects each of its obligations under this Agreement required to be performed by it at or prior to the

Closing Time, such certificate to be in form and substance satisfactory to the Sellers, acting reasonably;

9.3.5 written confirmation to the Proposal Trustee that all conditions of Closing in favour of the DHC Purchaser have been satisfied or waived;

9.3.6 duly executed certificates, elections or other documents required to be delivered pursuant to Section 3.6; and

9.3.7 such other certificates, instruments, and documents required by this Agreement or as may be reasonably requested by the Sellers to carry out the intent and purposes of this Agreement.

9.4 <u>Closing Deliveries of the PAL Purchaser</u>

At or before the Closing Time, the PAL Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Sellers the following, each of which shall be in form and substance satisfactory to the Sellers:

9.4.1 payment of the balance of the PAL Closing Payment Amount required by, and in accordance with, Section 3.3.2.1;

9.4.2 the General Assignments and Bills of Sale for the PAL Purchased Assets duly executed by the PAL Purchaser;

9.4.3 if applicable, the IP Assignment and Assumption Agreements for the PAL Transferred IP duly executed by the PAL Purchaser;

9.4.4 a certificate dated as of the Closing Date from the PAL Purchaser confirming that all of the representations and warranties of the PAL Purchaser contained in this Agreement are true in all respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the PAL Purchaser has performed in all material respects each of its obligations under this Agreement required to be performed by it at or prior to the Closing Time, such certificate to be in form and substance satisfactory to the Sellers, acting reasonably;

9.4.5 written confirmation to the Proposal Trustee that all conditions of Closing in favour of the PAL Purchaser have been satisfied or waived;

9.4.6 duly executed certificates, elections or other documents required to be delivered pursuant to Section 3.6; and

9.4.7 such other certificates, instruments, and documents required by this Agreement or as may be reasonably requested by the Sellers to carry out the intent and purposes of this Agreement.

9.5 <u>Material Adverse Change</u>

The Sellers shall promptly notify the DHC Purchaser and the PAL Purchaser upon the occurrence of a Material Adverse Change.

9.6 <u>Simultaneous Transactions</u>

All actions taken and transactions consummated at the Closing shall be deemed to have occurred simultaneously with respect to the DHC Transaction and the PAL Transaction, and the DHC

Transaction and the PAL Transaction shall be treated as a separate and independent closing. The consummation of the DHC Transaction shall not be a condition to the consummation of the PAL Transaction, and the consummation of the PAL Transaction shall not be a condition to the consummation of the DHC Transaction, in each case unless the DHC Purchaser, the PAL Purchaser and the Sellers otherwise agree in writing. For greater certainty, (i) if the DHC Transaction is partially terminated pursuant to Section 10.1, the PAL Transaction shall proceed to Closing in accordance with the terms of this Agreement without requiring any further agreement or consent from the DHC Purchaser; and (ii) if the PAL Transaction is partially terminated pursuant to Section 10.2, the DHC Transaction shall proceed to Closing in accordance with the terms of this Agreement without requiring any further agreement or consent from the PAL Purchaser.

9.7 Possession of Assets

9.7.1 The Sellers will remain in possession of the DHC Purchased Assets until Closing. On Closing, the DHC Purchaser will take possession of the DHC Purchased Assets wheresoever situated at Closing. In no event will the DHC Purchased Assets be sold, assigned, transferred or set over to the DHC Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied, and the DHC Purchaser has satisfied all delivery requirements outlined in Section 9.3 applicable to the DHC Purchaser.

9.7.2 The DHC Purchaser shall remove any tangible DHC Purchased Assets remaining at the Sellers' premises within ten (10) Business Days following Closing at its sole cost and expense, under the reasonable supervision of the Sellers' representatives and in accordance with the Sellers' reasonable site access and safety requirements.

9.7.3 The Sellers will remain in possession of the PAL Purchased Assets until Closing. On Closing, the PAL Purchaser will take possession of the PAL Purchased Assets wheresoever situated at Closing. In no event will the PAL Purchased Assets be sold, assigned, transferred, or set over to the PAL Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied, and the PAL Purchaser has satisfied all delivery requirements outlined in Section 9.4 applicable to the PAL Purchaser.

9.7.4 The PAL Purchaser shall remove any tangible PAL Purchased Assets remaining at the Sellers' premises within ten (10) Business Days following Closing at its sole cost and expense, under the reasonable supervision of the Sellers' representatives and in accordance with the Sellers' reasonable site access and safety requirements.

9.8 Proposal Trustee's DHC Certificate

Upon receipt of payment in full of the DHC Purchase Price and the written confirmations referred to in Section 9.2.1.7 and 9.3.5, the Proposal Trustee shall: (a) issue the Proposal Trustee's DHC Certificate concurrently to the Sellers and the DHC Purchaser, at which time the Closing Time will have occurred in respect of the DHC Transaction; and (b) file as soon as practicable a copy of the Proposal Trustee's DHC Certificate with the Court and provide soon thereafter a copy thereof to the DHC Purchaser. The Parties hereby acknowledge and agree that the Proposal Trustee will be entitled to file the Proposal Trustee's DHC Certificate with the Court without independent investigation and will have no liability to the Sellers, the DHC Purchaser, or any other Person as a result of the filing of the Proposal Trustee's DHC Certificate.

9.9 Proposal Trustee's PAL Certificate

Upon receipt of payment in full of the PAL Purchase Price and the written confirmations referred to in Section 9.2.2.7 and 9.4.5, the Proposal Trustee shall: (a) issue the Proposal Trustee's PAL Certificate concurrently to the Sellers and the PAL Purchaser, at which time the Closing Time will have occurred in respect of the PAL Transaction; and (b) file as soon as practicable a copy of the

Proposal Trustee's PAL Certificate with the Court and provide soon thereafter a copy thereof to the PAL Purchaser. The Parties hereby acknowledge and agree that the Proposal Trustee will be entitled to file the Proposal Trustee's PAL Certificate with the Court without independent investigation and will have no liability to the Sellers, the PAL Purchaser, or any other Person as a result of the filing of the Proposal Trustee's PAL Certificate.

9.10 Dispute Resolution

If any dispute arises with respect to any other matter related to the DHC Transaction or the PAL Transaction or the interpretation or enforcement of this Agreement, such dispute will be determined exclusively by the Court as the Court may direct, on application by the Sellers, the Proposal Trustee, the DHC Purchaser or the PAL Purchaser.

Article 10
TERMINATION

10.1 Partial Termination by the DHC Purchaser

10.1.1 The DHC Purchaser shall have the unilateral right to partially terminate this Agreement in the manner specified in Section 10.1.2 upon the occurrence of any of the following events (each, a **DHC Termination Event**):

10.1.1.1 a material breach or violation by the Sellers of any agreement, covenant, representation or warranty of the Sellers in this Agreement that would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.1 or 8.4, as applicable, by the Termination Date and the violation or breach has not been waived by the DHC Purchaser or cured by the Sellers by the earlier of: (i) 5 days following the date that the DHC Purchaser provided notice to the Sellers and the PAL Purchaser of such breach; and (ii) the Termination Date, unless the DHC Purchaser is itself in material breach of its own obligations under this Agreement at that time;

10.1.1.2 if Closing has not occurred by the Termination Date or such other date as the Sellers, the DHC Purchaser and the PAL Purchaser may mutually agree in writing (provided that the DHC Purchaser has not breached its obligations under this Agreement in such a manner as to cause a closing condition not to be fulfilled);

10.1.1.3 if a Governmental Authority has issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the completion of Closing of the DHC Transaction and such order or action has become Final (provided the same was not initiated by the DHC Purchaser);

10.1.1.4 if the DHC Purchaser elects to partially terminate this Agreement pursuant to Section 7.3.1.2; and

10.1.1.5 if any condition set out in Section 8.1 or 8.4 is not satisfied or performed on or prior to the date specified therefor (provided the DHC Purchaser has not itself breached its obligations under the Agreement in such a manner as to cause such condition not to be fulfilled).

10.1.2 If the DHC Purchaser elects to partially terminate this Agreement due to the occurrence of a DHC Termination Event: (i) this Agreement shall be terminated solely with respect to the DHC Purchaser and the DHC Transaction; (ii) the Proposal Trustee will return to the DHC Purchaser the DHC Deposit (including any interest that has accrued thereon); (iii) all rights and obligations of the DHC Purchaser in this Agreement, and all obligations that the Sellers and the PAL Purchaser owe to the DHC Purchaser in this Agreement, shall immediately cease, terminate and be released (provided that all such obligations arising under Article 1 (*Definitions and Principles of Interpretation*), this Section 10.1.2 (*Effect of Termination*), Section 11.2 (*Break Fee and Expense Reimbursement*) will survive any such partial termination of this Agreement); (iv) this Agreement shall remain in full force and effect as between the Sellers and the PAL Purchaser and in respect of the PAL Transaction; and (v) all references in this Agreement to "Closing" shall be read solely as references to the PAL Transaction.

10.2 <u>Partial Termination by the PAL Purchaser</u>

10.2.1 The PAL Purchaser shall have the unilateral right to partially terminate this Agreement in the manner specified in Section 10.2.2 upon the occurrence of any of the following events (each, a **PAL Termination Event**):

10.2.1.1 a material breach or violation by the Sellers of any agreement, covenant, representation or warranty of the Sellers in this Agreement that would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.2 or 8.4, as applicable, by the Termination Date and the violation or breach has not been waived by the PAL Purchaser or cured by the Sellers by the earlier of: (i) 5 days following the date that the PAL Purchaser provided notice to the Sellers and the DHC Purchaser of such breach; and (ii) the Termination Date, unless the PAL Purchaser is itself in material breach of its own obligations under this Agreement at that time;

10.2.1.2 if Closing has not occurred by the Termination Date or such other date as the Sellers, the PAL Purchaser and the DHC Purchaser may mutually agree in writing (provided that the PAL Purchaser has not breached its obligations under this Agreement in such a manner as to cause a closing condition not to be fulfilled);

10.2.1.3 if a Governmental Authority has issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the completion of Closing of the PAL Transaction and such order or action has become Final (provided the same was not initiated by the PAL Purchaser);

10.2.1.4 if the PAL Purchaser elects to partially terminate this Agreement pursuant to Section 7.3.2.2; and

10.2.1.5 if any condition set out in Section 8.2 or 8.4 is not satisfied or performed on or prior to the date specified therefor (provided the PAL Purchaser has not itself breached its obligations under the Agreement in such a manner as to cause such condition not to be fulfilled).

10.2.2 If the PAL Purchaser elects to partially terminate this Agreement due to the occurrence of a PAL Termination Event: (i) this Agreement shall be terminated solely with respect to the PAL Purchaser and the PAL Transaction; (ii) the Proposal Trustee will return to the PAL Purchaser the PAL Deposit (including any interest that has accrued thereon); (iii) all rights and obligations of the PAL Purchaser in this Agreement, and all obligations that the Sellers and the DHC Purchaser owe to the PAL Purchaser in this Agreement, shall immediately cease, terminate and be released (provided that all such obligations arising under Article 1 (*Definitions and Principles of Interpretation*), this Section 10.2.2 (*Effect of Termination*), Section 11.2 (*Break Fee and Expense Reimbursement*) will survive any such partial termination of this Agreement); (iv) this Agreement shall remain in full force and effect as between the Sellers and the DHC Purchaser and in respect of the DHC Transaction; and

(v) all references in this Agreement to “Closing” shall be read solely as references to the DHC Transaction.

10.3 Partial Termination by the Sellers

10.3.1 The Sellers shall have the unilateral right to partially terminate this Agreement in the manner specified in Section 10.3.2 upon the occurrence of any of the following events (each, a **Seller-DHC Termination Event**):

10.3.1.1 a material breach or violation by the DHC Purchaser of any agreement, covenant, representation or warranty of the DHC Purchaser in this Agreement that would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.3 or 8.4, as applicable, by the Termination Date and the violation or breach has not been waived by the Sellers or cured by the DHC Purchaser by the earlier of: (i) 5 days following the date that the Sellers provided notice to the DHC Purchaser and the PAL Purchaser of such breach; and (ii) the Termination Date, unless the Sellers are themselves in material breach of their own obligations under this Agreement at that time;

10.3.1.2 if Closing has not occurred by the Termination Date or such other date as the Sellers, the DHC Purchaser and the PAL Purchaser may mutually agree in writing (provided that the Sellers have not breached their obligations under this Agreement in such a manner as to cause a closing condition not to be fulfilled);

10.3.1.3 if a Governmental Authority has issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the completion of Closing of the DHC Transaction and such order or action has become Final (provided the same was not initiated by the Sellers); and

10.3.1.4 if any condition set out in Section 8.3 or 8.4 is not satisfied or performed on or prior to the date specified therefor (provided the Sellers have not themselves breached their obligations under the Agreement in such a manner as to cause such condition not to be fulfilled).

10.3.2 If the Sellers elect to partially terminate this Agreement due to the occurrence of a Seller-DHC Termination Event: (i) this Agreement shall be terminated solely with respect to the DHC Purchaser and the DHC Transaction; (ii) all rights and obligations of the DHC Purchaser in this Agreement, and all obligations that the Sellers and the PAL Purchaser owe to the DHC Purchaser in this Agreement, shall immediately cease, terminate and be released (provided that all such obligations arising under Article 1 (*Definitions and Principles of Interpretation*), this Section 10.3.2 (*Effect of Termination*), Section 10.3.3 (*Deposit Treatment*), Section 11.2 (*Break Fee and Expense Reimbursement*) will survive any such partial termination of this Agreement); (iii) this Agreement shall remain in full force and effect as between the Seller and the PAL Purchaser in respect of the PAL Transaction; and (iv) all references in this Agreement to “Closing” shall be read solely as references to the PAL Transaction.

10.3.3 Subject to Section 10.5.3, if the Sellers elect to partially terminate this Agreement due to the occurrence of the Seller-DHC Termination Event specified in Section 10.3.1.1, the Sellers shall be entitled to retain the DHC Deposit (including any interest that has accrued thereon), and, notwithstanding any other provision of this Agreement, this shall be the Sellers’ sole right and remedy as against the DHC Purchaser. If the Sellers elect to partially terminate this Agreement due to the occurrence of any Seller-DHC Termination Event other than the one specified in Section 10.3.4.1, the Proposal Trustee will return to the DHC Purchaser the DHC Deposit (including any interest that has accrued thereon).

10.3.4 The Sellers shall have the unilateral right to partially terminate this Agreement in the manner specified in Section 10.3.5 upon the occurrence of any of the following events (each, a **Seller-PAL Termination Event**):

10.3.4.1 a material breach or violation by the PAL Purchaser of any agreement, covenant, representation or warranty of the PAL Purchaser in this Agreement that would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.3 or 8.4, as applicable, by the Termination Date and the violation or breach has not been waived by the Sellers or cured by the PAL Purchaser by the earlier of: (i) 5 days following the date that the Sellers provided notice to the PAL Purchaser and the DHC Purchaser of such breach; and (ii) the Termination Date, unless the Sellers are themselves in material breach of their own obligations under this Agreement at that time;

10.3.4.2 if Closing has not occurred by the Termination Date or such other date as the Sellers, the DHC Purchaser and the PAL Purchaser may mutually agree in writing (provided that the Sellers have not breached their obligations under this Agreement in such a manner as to cause a closing condition not to be fulfilled);

10.3.4.3 if a Governmental Authority has issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the completion of Closing of the PAL Transaction and such order or action has become Final (provided the same was not initiated by the Sellers); and

10.3.4.4 if any condition set out in Section 8.3 or 8.4 is not satisfied or performed on or prior to the date specified therefor (provided the Sellers have not themselves breached their obligations under the Agreement in such a manner as to cause such condition not to be fulfilled).

10.3.5 If the Sellers elect to partially terminate this Agreement due to the occurrence of a Seller-PAL Termination Event: (i) this Agreement shall be terminated solely with respect to the PAL Purchaser and the PAL Transaction; (ii) all rights and obligations of the PAL Purchaser in this Agreement, and all obligations that the Sellers and the DHC Purchaser owe to the PAL Purchaser in this Agreement, shall immediately cease, terminate and be released (provided that all such obligations arising under Article 1 (*Definitions and Principles of Interpretation*), this Section 10.3.5 (*Effect of Termination*), Section 10.3.6 (*Deposit Treatment*), Section 11.2 (*Break Fee and Expense Reimbursement*) will survive any such partial termination of this Agreement); (iii) this Agreement shall remain in full force and effect as between the Sellers and the DHC Purchaser in respect of the DHC Transaction; and (iv) all references in this Agreement to “Closing” shall be read solely as references to the DHC Transaction.

10.3.6 Subject to Section 10.5.2, if the Sellers elect to partially terminate this Agreement due to the occurrence of the Seller-PAL Termination Event specified in Section 10.3.4.1, the Sellers shall be entitled to retain the PAL Deposit (including any interest that has accrued thereon), and, notwithstanding any other provision of this Agreement, this shall be the Sellers’ sole right and remedy as against the PAL Purchaser. If the Sellers elect to partially terminate this Agreement due to the occurrence of any Seller-PAL Termination Event other than the one specified in Section 10.3.4.1, the Proposal Trustee will return to the PAL Purchaser the PAL Deposit (including any interest that has accrued thereon).

10.4 <u>Full Termination</u>

10.4.1 This Agreement shall automatically terminate at any time prior to the Closing Time upon the occurrence of any of the following:

10.4.1.1 mutual written agreement of the Sellers, the DHC Purchaser and the PAL Purchaser and upon written notice thereof to the Proposal Trustee;

10.4.1.2 other than as may be consented to by the Parties in accordance with Section 1.4, upon the dismissal or conversion of the BIA Proceedings;

10.4.1.3 if the Agreement is not the Successful Bid or the Backup Bid (as determined pursuant to the SISP);

10.4.1.4 if the Agreement is the Backup Bid and such Backup Bid expires on the Stalking Horse Backup Bid Expiration Date or the transaction contemplated by the Successful Bid closes, whichever occurs earlier;

10.4.1.5 upon the Court's refusal to grant the Approval and Vesting Order; and

10.4.1.6 if required under any Order of a court of competent jurisdiction, including the Court.

10.4.2 If this Agreement is terminated pursuant to Section 10.4.1: (i) there shall be no liability under this Agreement on the part of the Sellers, the DHC Purchaser or the PAL Purchaser as a result of such termination; provided that Article 1 (*Definitions and Principles of Interpretation*), this Section 10.4.2 (*Effect of Termination*), Section 11.2 (*Break Fee and Expense Reimbursement*) will survive any such termination of this Agreement; and (ii) the Proposal Trustee shall return to the DHC Purchaser the DHC Deposit (together with any interest accrued thereon) and to the PAL Purchaser the PAL Deposit (together with any interest accrued thereon).

10.5 <u>Notice of Termination; Certain Liabilities</u>

10.5.1 Upon a full or partial termination of this Agreement pursuant to this Article 10 , written notice thereof shall forthwith be given by the terminating Party to the other Parties and the Proposal Trustee specifying the provision hereof pursuant to which such full or partial termination is made. Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees, or agents be liable for any special, punitive, exemplary, consequential, or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the DHC Transaction or the PAL Transaction contemplated herein.

10.5.2 In the event:

10.5.2.1 the PAL Purchaser elects to partially terminate this Agreement as a result of a PAL Termination Event; or

10.5.2.2 the Sellers elect to partially terminate this Agreement as a result of a Seller-PAL Termination Event,

the DHC Purchaser shall have the right (but under no circumstances the obligation) exercisable by written notice to the PAL Purchaser and the Sellers within two Business Days of such termination, which shall be deemed to have been given immediately prior to such partial termination, to cause the assignment of the PAL Purchaser's rights hereunder to the DHC Purchaser, and then waive the PAL Termination Event in the case of Section 10.5.2.1 above, or cure the Seller-PAL Termination Event in the case of Section 10.5.2.2 above, and if so waived or cured, proceed with the acquisition of the PAL Purchased Assets. In such circumstances: (i) the DHC Purchaser shall immediately replace the PAL Deposit by paying the amount of the PAL Deposit to the Proposal Trustee, upon which time, notwithstanding anything to the contrary in Section 10.3.6, the Proposal Trustee will return to the PAL Purchaser the PAL Deposit (together with any interest that has accrued thereon), (ii) the PAL Purchaser shall so assign its rights hereunder to the DHC Purchaser; (iii) the Sellers shall provide all required consents in connection therewith; and (iv) immediately upon the satisfaction of items (i) through (iii), the PAL Purchaser shall be fully and finally released from all of its obligations and liabilities arising under or in connection with this Agreement.

10.5.3 In the event:

10.5.3.1 the DHC Purchaser elects to partially terminate this Agreement as a result of a DHC Termination Event; or

10.5.3.2 the Sellers elect to partially terminate this Agreement as a result of a Seller- DHC Termination Event,

the PAL Purchaser shall have the right (but under no circumstances the obligation) exercisable by written notice to the DHC Purchaser and the Sellers within two Business Days of such termination, which shall be deemed to have been given immediately prior to such partial termination, to cause the assignment of the DHC Purchaser's rights hereunder to the PAL Purchaser, and then waive the DHC Termination Event in the case of Section 10.5.3.1 above, or cure the Seller-DHC Termination Event in the case of Section 10.5.3.2 above, and if so waived or cured, proceed with the acquisition of the DHC Purchased Assets. In such circumstances: (i) the PAL Purchaser shall immediately replace the DHC Deposit by paying the amount of the DHC Deposit to the Proposal Trustee, upon which time, notwithstanding anything to the contrary in Section 10.3.3, the Proposal Trustee will return to the DHC Purchaser the DHC Deposit (together with any interest that has accrued thereon) (ii) the DHC Purchaser shall so assign its rights hereunder to the PAL Purchaser; (iii) the Sellers shall provide all required consents in connection therewith; and (iv) immediately upon the satisfaction of items (i) through (iii), the DHC Purchaser shall be fully and finally released from all of its obligations and liabilities arising under or in connection with this Agreement.

Article 11
BIA PROCEEDINGS

11.1 <u>BIA Proceedings</u>

11.1.1 The Parties acknowledge and agree that the Sellers shall apply to the Court by no later than June 12, 2026, for the SISP Order, and all Parties will use Commercially Reasonable Efforts to have the SISP Order issued. The DHC Purchaser and the PAL Purchaser acknowledge and agree that the SISP is in contemplation of determining whether a superior bid can be obtained for the DHC Purchased Assets and the PAL Purchased Assets or some alternative form of sale, investment or restructuring transaction in respect of the Sellers.

11.1.2 The Sellers shall use Commercially Reasonable Efforts to provide the DHC Purchaser and the PAL Purchaser for review, three Business Days in advance of filing, drafts of all motions, pleadings, reports, and other filings relating to this Agreement, the SISP Order and the Approval and Vesting Order in the BIA Proceedings.

11.1.3 In the event an appeal is taken or requested or a stay pending appeal is requested from the SISP Order or the Approval and Vesting Order, the Sellers shall promptly notify the DHC Purchaser and the PAL Purchaser of such appeal, request or stay request and shall promptly provide the DHC Purchaser and the PAL Purchaser a copy of the related notice of appeal or order of stay. The Sellers shall also provide the DHC Purchaser and the PAL Purchaser with written notice of any motion or application filed in connection with any appeal from such orders. The Sellers agree to take all action as may be reasonable and appropriate to defend against such appeal or stay request and the Parties agree to use their Commercially Reasonable Efforts to obtain an expedited resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties hereto from consummating the DHC Transaction and/or the PAL Transaction, if the Approval and Vesting Order shall have been issued and has not been stayed and the DHC Purchaser and/or the PAL Purchaser, as applicable, in its sole discretion, waives in writing the condition that the Approval and Vesting Order be a final order.

11.2 Break Fee and Expenses Reimbursement

11.2.1 In consideration for the DHC Purchaser's and the PAL Purchaser's considerable expenditure of time and money and agreement to act as a "stalking horse bidder" and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement and subject to Court approval, the DHC Purchaser and the PAL Purchaser shall be entitled to a break fee of $65,000 (the **Break Fee**). Any Break Fee payable pursuant to this Section 11.2.1 shall be allocated between the DHC Purchaser and the PAL Purchaser such that the DHC Purchaser shall be entitled to receive sixty percent (60%) of the Break Fee and the PAL Purchaser shall be entitled to receive forty percent (40%) of the Break Fee.

11.2.2 In consideration for the DHC Purchaser's and the PAL Purchaser's considerable expenditure of time and money and agreement to act as a "stalking horse bidder" and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement and subject to Court approval, the DHC Purchaser and the PAL Purchaser shall each be entitled to reimbursement of all reasonable and documented expenses in connection with this Agreement, including all legal costs and reasonable and documented corporate costs and expenses up to an aggregate maximum amount of $195,000 for both the DHC Purchaser and the PAL Purchaser (the **Expenses Reimbursement**). For greater certainty, to the extent expenses include legal fees incurred by the DHC Purchaser or the PAL Purchaser, neither Party shall be required to disclose invoices with detailed time entries and descriptions. Any Expenses Reimbursement payable pursuant to this Section 11.2.2 shall be allocated between the DHC Purchaser and the PAL Purchaser such that the DHC Purchaser shall be entitled to receive sixty percent (60%) of the Expenses Reimbursement and the PAL Purchaser shall be entitled to receive forty percent (40%) of the Expenses Reimbursement.

11.2.3 The Break Fee and the Expenses Reimbursement are payable by the Sellers to the DHC Purchaser and the PAL Purchaser in the event that this Agreement is not the Successful Bid and either (i) the Sellers close a transaction with the Successful Bidder, or (ii) this Agreement is selected as the Backup Bid and such Backup Bid has not closed by the Stalking Horse Backup Bid Expiration Date, whichever occurs earlier. The payment of the Break Fee and the Expenses Reimbursement shall be approved by the SISP Order, which shall also grant a charge on the property of the Sellers (the **Transaction Charge**) in an aggregate maximum amount of $260,000 in favour of the DHC Purchaser and the PAL Purchaser (on a *pari passu* basis) as security for the Break Fee and Expenses Reimbursement, which such Transaction Charge shall rank behind (a) (i) the Administration Charge, (ii) the DIP Lender's Charge, and (iii) the Directors' Charge, and (iv) KERP Charge, each as expected to be granted by the Court pursuant to the DIP Approval and Stay Extension Order, and (b) the pre-filing secured indebtedness owed by the Sellers to Wells Fargo Bank, National Association. Each of the Parties hereto acknowledges and agrees that the Break Fee and the Expenses Reimbursement are not intended to be punitive in nature nor to discourage competitive bidding for the DHC Purchased Assets, the PAL Purchased Assets, the Business or the purchase of the shares in the capital of the Sellers, as applicable, and no Party shall take a position inconsistent with this Section 11.2. The Sellers irrevocably waive any right they may have to raise as a defence that any such liquidation damages are excessive or punitive. Each of the Parties acknowledges and agrees that the Break Fee and the Expenses Reimbursement in this Section 11.2 is an integral part of this Agreement and of the transaction contemplated hereunder, and that without these agreements, the DHC Purchaser and the PAL Purchaser would not enter into this Agreement. Upon payment of the Break Fee and the Expenses Reimbursement to the DHC Purchaser and the PAL Purchaser, the DHC Purchaser and the PAL Purchaser shall be precluded from any other remedy against the Sellers in respect of the termination of this Agreement in accordance with the terms hereof; provided that nothing herein shall preclude any Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or to compel specific performance of this Agreement.

Article 12
GENERAL

12.1 Injunctive Relief

12.1.1 The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

12.1.2 Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 12.1, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.

12.1.3 Notwithstanding anything herein to the contrary, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

12.2 Expenses

Except as otherwise provided hereunder, all costs and expenses incurred in connection with this Agreement, any Transaction Document, the DHC Transaction and the PAL Transaction contemplated hereby and thereby shall be paid by the Party incurring such expenses.

12.3 Notices

Any notice or other communication required or permitted to be given to a Party under this Agreement or for the purposes of this Agreement shall be in writing and shall be validly given if delivered personally, or if sent by prepaid registered mail or if transmitted by email or other form of recorded communication tested prior to transmission to such Party:

12.3.1 in the case of a notice to the Sellers, at:

Field Aviation Company Inc.
199 Bay Street, Commerce Court West, Suite 4000
Toronto, ON M5L 1A9

Attention: Brian Love

Email: blove@fieldaero.com

With a copy to (which shall not constitute notice):

Thornton Grout Finnigan LLP
Toronto-Dominion Centre (TD West Tower)
100 Wellington Street West, Suite 3200
P.O. Box 329
Toronto, Ontario M5K 1K7

Attention: Rachel A. Nicholson / Denna Jalili
Email: rnicholson@tgf.ca; djalili@tgf.ca

12.3.2 in the case of a notice to the DHC Purchaser, at:

De Havilland Aircraft of Canada Limited
3615 – 34th Street NE
Calgary, Alberta T1Y 6Z8

Attention: General Counsel

Email: general.counsel@dehavilland.com

With a copy to (which shall not constitute notice):

Norton Rose Fulbright Canada LLP
1 Place Ville Marie, Suite 2500
Montréal, Québec H3B 1R1

Attention: Peter Riddell and Guillaume Michaud
Email: peter.riddell@nortonrosefulbright.com;
guillaume.michaud@nortonrosefulbright.com

12.3.3 in the case of a notice to the PAL Purchaser, at:

PAL Aerospace Ltd.
St. John’s International Airport, Hangar 1,
PO Box 29030,
St. John's, Newfoundland and Labrador A1A 5B5

Attention: Steve Stennett

Email: sstennett@eig.ca

With a copy to (which shall not constitute notice):

Torys LLP
79 Wellington St W #3300
Toronto, ON M5K 1N2

Attention: Neville Jugnauth, Scott Bomhof and Mike Noel
Email: njugnauth@torys.com; sbomhof@torys.com; mnoel@torys.com

or at such other address as the Party to whom such communication is to be given shall have last notified to the Party giving the same. Any such notice or other communication, if mailed or given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. ET on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. ET on a Business Day or on a non-Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

12.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Sellers, the DHC Purchaser, the PAL Purchaser or by their respective solicitors.

12.5 Survival

None of the representations, warranties or covenants (except the covenants, which, by their terms, are to be performed after or survive the Closing, including Sections 7.5 (*Consent and Approvals and other Filings and Notices*), 7.6 (*Transport Canada and Equivalent Governmental Authorities*) and 7.7 (*Intellectual Property Matters*)) of any of the Parties set forth in this Agreement, in any Transaction Document to be executed and delivered by any of the Parties (except any covenants included in such Transaction Documents, which, by their terms, survive Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the DHC Transaction or the PAL Transaction contemplated hereby shall survive the Closing.

12.6 Several Liability

The obligations and liabilities of the DHC Purchaser and the PAL Purchaser under this Agreement are several (and not joint or joint and several). Neither the DHC Purchaser nor the PAL Purchaser shall have any liability for, or obligation in respect of, the obligations or liabilities of the other Party under this Agreement. Without limiting the generality of the foregoing: (a) the DHC Purchaser shall be solely responsible for its obligations relating to the DHC Transaction, the DHC Purchased Assets, the DHC Assumed Liabilities, the DHC Closing Payment Amount and the Transfer Costs associated with the DHC Transferred STCs; and (b) the PAL Purchaser shall be solely responsible for its obligations relating to the PAL Transaction, the PAL Purchased Assets, the PAL Assumed Liabilities, the PAL Closing Payment Amount and the Transfer Costs associated with the PAL Transferred STCs. No breach by the DHC Purchaser or the PAL Purchaser, of any of their respective representations, warranties, covenants or obligations under this Agreement, shall constitute, or be deemed to constitute, a breach by the other Party, and no default by the DHC Purchaser or the PAL Purchaser shall give rise to any right or remedy against, or Liability of, the other Party.

12.7 Benefit of Agreement

This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns. Subject to the prerogatives of the Proposal Trustee expressly provided under this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and no Person, other than the Parties and their successors and their permitted assigns, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

12.8 Amendment

Subject to the foregoing and the terms of this Agreement, no amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

12.9 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings, and agreements. Unless as provided for by this Agreement, this Agreement may not otherwise be amended or modified in any respect except by written instrument executed by all of the Parties.

12.10 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the DHC Transaction, the PAL Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

12.11 Assignment

12.11.1 Prior to the Closing, the DHC Purchaser may designate, with prior written notice to the Sellers, the PAL Purchaser and the Proposal Trustee at least ten (10) days prior to the scheduled date for the hearing of the Approval and Vesting Order, one or more Affiliates: (i) to acquire all or part of the DHC Purchased Assets; and/or (ii) to assume all or part of the DHC Assumed Liabilities, in which case all references herein to the DHC Purchaser will be deemed to refer to such Affiliate(s), as appropriate; provided, however, that: (A) no such designation will in any event limit, relieve or affect the obligations of the DHC Purchaser to pay the DHC Purchase Price at Closing in accordance with Section 3.3 and/or any other obligations of the DHC Purchaser under this Agreement to the extent not performed by such Affiliates; and (B) if the DHC Purchaser shall have assigned all of its rights and obligations hereunder, the DHC Purchaser shall, immediately following the Closing, be deemed fully released from all the DHC Purchaser's obligations hereunder.

12.11.2 Prior to the Closing, the PAL Purchaser may designate, with prior written notice to the Sellers, the DHC Purchaser and the Proposal Trustee at least ten (10) days prior to the scheduled date for the hearing of the Approval and Vesting Order, one or more Affiliates: (i) to acquire all or part of the PAL Purchased Assets; and/or (ii) to assume all or part of the PAL Assumed Liabilities, in which case all references herein to the PAL Purchaser will be deemed to refer to such Affiliate(s), as appropriate; provided, however, that: (A) no such designation will in any event limit, relieve or affect the obligations of the PAL Purchaser to pay the PAL Purchase Price at Closing in accordance with Section 3.3 and/or any other obligations of the PAL Purchaser under this Agreement to the extent not performed by such Affiliates; and (B) if the PAL Purchaser shall have assigned all of its rights and obligations hereunder, the PAL Purchaser shall, immediately following the Closing, be deemed fully released from all the PAL Purchaser's obligations hereunder.

12.11.3 In addition to the foregoing, the PAL Purchaser may assign this Agreement to the DHC Purchaser without the consent of the Sellers and all references herein to the PAL Purchaser will be deemed to refer to the DHC Purchaser. In such case, the DHC Purchaser shall immediately replace the PAL Deposit by paying the amount of the PAL Deposit to the Proposal Trustee, upon which time the Proposal Trustee will return to the PAL Purchaser the PAL Deposit (together with any interest that has accrued thereon) and the PAL Purchaser shall be fully and finally released from all of its obligations and liabilities arising under or in connection with this Agreement.

12.11.4 This Agreement may not be assigned by the Sellers without the consent of the DHC Purchaser and the PAL Purchaser.

12.12 Further Assurances

Each of the Parties shall, at the request and expense of the requesting party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents (including registrations and removal of encumbrances to be discharged) and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

12.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

12.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.

[Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first mentioned above.

FIELD AVIATION COMPANY INC.

Signed by:

By: John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

FIELD AVIATION EAST LTD.

Signed by:

By: John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

DE HAVILLAND AIRCRAFT OF CANADA LIMITED

By: Jake Hoeppner

Name: Jake Hoeppner

Title: General Counsel

By:

Name: Todd Mooney

Title: Chief Financial Officer

PAL AEROSPACE LTD.

By: __________________

Name:

Title:

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first mentioned above.

FIELD AVIATION COMPANY INC.

Signed by:

By: John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

FIELD AVIATION EAST LTD.

Signed by:

By: John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

DE HAVILLAND AIRCRAFT OF CANADA LIMITED

By: ____________________

Name:

Title:

By: ____________________

Name:

Title:

PAL AEROSPACE LTD.

By: Simon Carroll

Name: Simon Carroll

Title: President

Schedule 1.1.6
Approval and Vesting Order

See attached.

Court No.: [•]
Estate No.: [•]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	[●], THE [●]
	)	
JUSTICE [●]	)	DAY OF [●], 2026

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Field Aviation Company Inc. and Field Aviation East Ltd. (together, the "**Field Entities**"), for an Order, among other things:

(a) approving the sale transactions (collectively, the "**Transaction**") contemplated by a stalking horse asset purchase agreement (the "**Sale Agreement**") between Field the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the "**DHC Purchaser**") and PAL Aerospace Ltd. (the "**PAL Purchaser**" and, together with DHC, the "**Purchasers**"), as purchasers, dated June 5, 2026, a copy of which is appended to [●]; and

(b) vesting all of the Field Entities' right, title and interest in and to: (i) the DHC Purchased Assets (as defined in the Sale Agreement) in and to the DHC Purchaser, free and clear of all Liabilities and Encumbrances (both as defined below), other than the DHC Permitted Encumbrances and the DHC Assumed Liabilities (both as defined in the Sale Agreement); and (ii) the PAL Purchased Assets (as defined in the Sale Agreement) in and to the PAL Purchaser free and clear of all Liabilities and Encumbrances (both as defined below), other than the

PAL Permitted Encumbrances and the PAL Assumed Liabilities (both as defined in the Sale Agreement), was heard this day at [●], Ontario.

ON READING the affidavit of [●] sworn [●], 2026, the exhibits attached thereto, and the [●] report of KSV Restructuring Inc. in its capacity as proposal trustee of the Field Entities (in such capacity, the "**Proposal Trustee**") dated [●], 2026, (the "[■] **Report**"), and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee, and [●], no one else appearing although duly served as appears from the Certificate of Service of [●] dated [●], 2026, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Sale Agreement.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Field Entities is hereby authorized and approved, with such minor amendments as the Field Entities, the Purchasers and the Proposal Trustee may deem necessary and agree to. The Field Entities are 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 and for the conveyance of the DHC Purchased Assets to the DHC Purchaser and the PAL Purchased Assets to the PAL Purchaser.

4. **THIS COURT ORDERS** that:

(a) upon the delivery of a Proposal Trustee's certificate to the Field Entities and the DHC Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's DHC Certificate**", and such time, the "**DHC Closing Time**"), all of the Field Entities' right, title and interest in and to the DHC

Purchased Assets shall vest absolutely in DHC Purchaser free and clear of and from:

(i) the Excluded Liabilities (which, for greater certainty, includes all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise (collectively, "**Claims**"), but excludes the PAL Assumed Liabilities and the DHC Assumed Liabilities);

(ii) the PAL Assumed Liabilities; and

(iii) any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, or charges, including, without limiting the generality of the foregoing: (x) any encumbrances or charges created by any Order of this Court in the within proceeding, including pursuant to the Order of Justice [■] dated June 12, 2026; and (y) all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Alberta), or any other personal property registry system (all of the foregoing collectively, "**Encumbrances**"), including those Encumbrances listed on **Schedule "B"** hereto, but excluding the DHC Permitted Encumbrances,

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the DHC Purchased Assets (other than the DHC Permitted Encumbrances) are hereby expunged and discharged as against the DHC Purchased Assets; and

(b) upon the delivery of a Proposal Trustee's certificate to the Field Entities and the PAL Purchaser substantially in the form attached as **Schedule "C"** hereto (the

"**Proposal Trustee's PAL Certificate**", and such time, the "**PAL Closing Time**"), all of the Field Entities' right, title and interest in and to the PAL Purchased Assets shall vest absolutely in PAL Purchaser free and clear of and from:

(i) the Excluded Liabilities;

(ii) the DHC Assumed Liabilities; and

(iii) all Encumbrances, including those Encumbrances listed on **Schedule "D"** hereto, but excluding the PAL Permitted Encumbrances,

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the PAL Purchased Assets (other than the PAL Permitted Encumbrances) are hereby expunged and discharged as against the PAL Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the DHC Purchased Assets shall stand in the place and stead of the DHC Purchased Assets, and from and after the delivery of the Proposal Trustee's DHC Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the DHC Purchased Assets with the same priority as they had with respect to the DHC Purchased Assets immediately prior to the sale, as if the DHC 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.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the PAL Purchased Assets shall stand in the place and stead of the PAL Purchased Assets, and from and after the delivery of the Proposal Trustee's PAL Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the PAL Purchased Assets with the same priority as they had with respect to the PAL Purchased Assets immediately prior to the sale, as if the PAL 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.

7. **THIS COURT ORDERS AND DIRECTS** that upon delivery of the Proposal Trustee's DHC Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Field Entities or the DHC Purchased Assets, including, without limitation, Transport Canada and the Canadian Civil Aircraft Register (collectively, the "**Governmental Authorities**"), are hereby authorized, requested and directed to accept delivery of the Proposal Trustee's DHC Certificate and a certified copy of this Order as though they were originals and, subject to regulatory approval where applicable, to register such transfers and discharges as may be required to convey to the DHC Purchaser clear title to the DHC Purchased Assets.

8. **THIS COURT ORDERS AND DIRECTS** that upon delivery of the Proposal Trustee's PAL Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities exercising jurisdiction with respect to the Field Entities or the PAL Purchased Assets are hereby authorized, requested and directed to accept delivery of the Proposal Trustee's PAL Certificate and a certified copy of this Order as though they were originals and, subject to regulatory approval where applicable, to register such transfers and discharges as may be required to convey to the PAL Purchaser clear title to the PAL Purchased Assets.

9. **THIS COURT ORDERS AND DIRECTS** that each of the Governmental Authorities shall take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement (irrespective if the explicit consent of any other party is required in writing or otherwise). For greater certainty, and in each case subject to applicable regulatory approval:

(a) the presentment of this Order and the Proposal Trustee's DHC Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, as may be required to convey to or record in favour of the DHC Purchaser title to the DHC Purchased Assets; and

(b) the presentment of this Order and the Proposal Trustee's PAL Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, as may be required to convey to or record in favour of the PAL Purchaser title to the PAL Purchased Assets.

10. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's DHC Certificate and the Proposal Trustee's PAL Certificate, in each case forthwith after delivery thereof.

11. **THIS COURT ORDERS** that the Proposal Trustee may rely on written confirmation from the Field Entities and the Purchasers regarding satisfaction or waiver, as applicable, of conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's DHC Certificate or the Proposal Trustee's PAL Certificate.

12. **THIS COURT ORDERS** that except as expressly contemplated in the Sale Agreement and subject to the assignment of such contracts either on their terms, agreement on the counterparty, or Court order, in each case received prior to Closing, all such contracts that form part of the DHC Purchased Assets (collectively, the "**DHC Assumed Contracts**") or the PAL Purchased Assets (collectively, the "**PAL Assumed Contracts**") will, subject to the assignment of such contracts as applicable, be and remain in full force and effect upon and following the DHC Closing Time and the PAL Closing Time, respectively, and no Person who is a party to a DHC Assumed Contract or a PAL Assumed Contract, as applicable, may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the DHC Closing Time or the PAL Closing Time, as applicable, and is not continuing that would have entitled such person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Field Entities, or any of their affiliates);

(b) the insolvency of the Field Entities, or any of their affiliates, or the fact that the within proceedings were commenced in respect of the Field Entities; or

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this proceeding.

13. **THIS COURT ORDERS** that, as of the DHC Closing Time and the PAL Closing Time, as applicable, all persons shall be deemed to have waived any and all defaults of the Field Entities then existing or previously committed by the Field Entities, or caused by the Field Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any DHC Assumed Contract or PAL Assumed Contract, as applicable, arising directly or indirectly from the insolvency of the Field Entities or their affiliates, the commencement of the within proceedings, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a DHC Assumed Contract or a PAL Assumed Contract, as applicable, shall be deemed to have been rescinded and of no further force or effect.

14. **THIS COURT ORDERS** that from and after the DHC Closing Time and the PAL Closing Time, as applicable, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against: (i) the DHC Purchaser relating in any way to the Excluded Liabilities, the PAL Assumed Liabilities, and/or any Encumbrances (other than the DHC Permitted Encumbrances); and (ii) the PAL Purchaser relating in any way to the Excluded Liabilities, the DHC Assumed Liabilities, and/or any Encumbrances (other than the PAL Permitted Encumbrances).

15. **THIS COURT ORDERS** that, 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 any of the Field Entities and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Field Entities;

the entering into of the Sale Agreement, the vesting of all right, title and interest in and to the DHC Purchased Assets in the DHC Purchaser, the vesting of all right, title and interest in and to the PAL Purchased Assets in the PAL Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Field Entities and shall not be void or voidable by creditors of the Field Entities, nor shall it constitute nor be deemed to be a 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.

16. **THIS COURT ORDERS** that the Field Entities, the Purchasers, the Proposal Trustee and any other interested party, shall be at liberty to apply to this Court for further advice, assistance and direction 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.

GENERAL

17. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

____

Schedule “A” – Form of Proposal Trustee’s DHC Certificate

Court File No. [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

PROPOSAL TRUSTEE’S DHC CERTIFICATE

RECITALS

A. On June 5, 2026, Field Aviation Company Inc. and Field Aviation East Ltd. (together, the “**Field Entities**”), through the proposal trustee, KSV Restructuring Inc. (in such capacity, the “**Proposal Trustee**”), each filed a notice of intention to make a proposal with the official receiver, in accordance with section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B 3 (the “**BIA**”).

B. Pursuant to an Order of the Court dated [●], the Court approved the stalking horse asset purchase agreement made as of June 5, 2026, (the “**Sale Agreement**”) between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the “**DHC Purchaser**”) and PAL Aerospace Ltd. (together with the DHC Purchaser, the “**Purchasers**”), as purchasers and provided for, among other things, the vesting in the DHC Purchaser of all of the Field Entities’ right, title and interest in and to the DHC Purchased Assets, which vesting is effective with respect to the DHC Purchased Assets upon the delivery by the Proposal Trustee to the Purchasers and the Field Entities of a certificate confirming: (i) the payment by the DHC Purchaser of the DHC Purchase Price; (ii) written confirmation from the Field Entities and the DHC Purchaser that all conditions to Closing in favour of the Field Entities and the DHC Purchaser, respectively, as set out in Article 8 of the Sale Agreement, have been satisfied or waived by the Field Entities and the DHC Purchaser, as applicable.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the DHC Purchaser has paid, and the Proposal Trustee has received, the DHC Purchase Price for the DHC Purchased Assets payable on the Closing Date pursuant to the Sale Agreement; and

2. the Proposal Trustee has received written confirmations from the Field Entities and the DHC Purchaser that all conditions to Closing in favour of the Field Entities and the DHC Purchaser, respectively, as set out in Article 8 of the Sale Agreement, have been satisfied or waived by the Field Entities and the DHC Purchaser, as applicable.

This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

KSV Restructuring Inc., in its capacity as proposal trustee of Field Aviation Company Inc. and Field Aviation East Ltd., and not in its personal capacity

Per: ______________________________

Name:

Title:

Schedule "B" – Claims to be Deleted and Expunged (DHC Purchaser)

[Subject to ongoing review]

[■]

Schedule "C" – Form of Proposal Trustee's PAL Certificate

Court File No. [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

PROPOSAL TRUSTEE'S PAL CERTIFICATE

RECITALS

A. On June 5, 2026, Field Aviation Company Inc. and Field Aviation East Ltd. (together, the "**Field Entities**"), through the proposal trustee, KSV Restructuring Inc. (in such capacity, the "**Proposal Trustee**"), each filed a notice of intention to make a proposal with the official receiver, in accordance with section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B 3 (the "**BIA**").

B. Pursuant to an Order of the Court dated [●], the Court approved the stalking horse asset purchase agreement made as of June 5, 2026, (the "**Sale Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the "**DHC Purchaser**") and PAL Aerospace Ltd. (the "**PAL Purchaser**", and together with the DHC Purchaser, the "**Purchasers**"), as purchasers and provided for, among other things, the vesting in the PAL Purchaser of all of the Field Entities' right, title and interest in and to the PAL Purchased Assets, which vesting is effective with respect to the PAL Purchased Assets upon the delivery by the Proposal Trustee to the Purchasers and the Field Entities of a certificate confirming: (i) the payment by the PAL Purchaser of the PAL Purchase Price; (ii) written confirmation from the Field Entities and the PAL Purchaser that all conditions to Closing in favour of the Field Entities and the PAL Purchaser, respectively, as set out in Article 8 of the Sale Agreement, have been satisfied or waived by the Field Entities and the PAL Purchaser, as applicable.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the PAL Purchaser has paid, and the Proposal Trustee has received, the PAL Purchase Price for the PAL Purchased Assets payable on the Closing Date pursuant to the Sale Agreement; and

2. the Proposal Trustee has received written confirmations from the Field Entities and the PAL Purchaser that all conditions to Closing in favour of the Field Entities and the PAL Purchaser, respectively, as set out in Article 8 of the Sale Agreement, have been satisfied or waived by the Field Entities and the PAL Purchaser, as applicable.

This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

KSV Restructuring Inc., in its capacity as proposal trustee of Field Aviation Company Inc. and Field Aviation East Ltd., and not in its personal capacity

Per: ________________________________

Name:

Title:

Schedule "D" – Claims to be Deleted and Expunged (PAL Purchaser)

[Subject to ongoing review]

[■]

Schedule 1.1.20
Consents and Approvals

Approval from Transport Canada (inclusive of Transport Canada Civil Aviation) with respect to the transfer of DHC Purchased STCs and PAL Purchased STCs.

Schedule 1.1.24
DHC Assumed Liabilities

Nil.

Schedule 1.1.29
DHC Permitted Encumbrances

Nil.

Schedule 1.1.32
DHC Purchased Assets

See attached.

Asset Number	Description
3121	Brake Press Machine
1680	Wingrip Fall Protection System
1708	Mechanical Sheer
1320	AFE#2009-10 LC 4896 CNC ROUTE
1255	7608 Hyd Press Brake Gilbert S
1301	Global Spray Booth (2007-39) F
1677	Paint Booth Amu System
1730	Paint Booth Damper
1282	GPU 60KVA ac/28.5 Dc GSE R Us
1293	AFE#2008-45: 1990 Varnamo FU-3
6997	GPS Simulator
1267	Laser Microgage Universal Line
1250	Air Operated Shrinking & Stret
6740	M1 Milliohm Bonding Meter
1276	Downdraft Table & Installation
1295	AFE#2008-44: Downdraft Table,
1284	Laser Head for Wire Marker Air
1278	2 Jacks Tripod API 90647480
1748	SUMIMARK IV Wire Label System
6922	Digital Micrometer
1261	2 Jacks Tripod 12 Ton Tronair
6920	Crimp Tool
1314	Downdraft Table (2006-13)
6605	MacAir Compressor
1736	Digital Readout
1268	M1 Milliohm Meter BCD electron
1316	Wall Mount Fresh Air System (2
6595	Yaga Active Rod for Wire Mark
1312	NLG Jack (2005-01)
1265	Smoke Generator 440 SDT Corona
1253	2 Jack , Tripod 5 Ton Tronair
1257	Brake Press Gilbert C Storey I
1288	AFE#2007-70: Digital Readouts

Asset Number	Description
1254	Complete Grade D Breathing Air
1281	Two work station Podiums DonWo
1307	Crimper Dies p/n 1490414-3,149
1256	S612V Kalmazoo Disc/Belt Sande
1296	AFE#2008-42: Kit Rigging Pin [
1287	AFE#2007-69: Digital Readouts
1297	2 Spay Guns (2003-13) FAEL
1311	Software & PC for wire Mark (2
1283	3 Work benches for Hangar floo
1270	Stairs
1308	Step Ladders (2004-14)
1260	River Squeezer Model 5115 Avia
1259	Window A/C T & S Heating Inv 2
1262	Cherry Riverte Model G704B Avi
1315	Metal Cutting Band Saw (2007-9
1241	TEST SET DC400A
1300	Crimper Dies p/n 1490414-3,149
1299	Crimper Dies p/n 1490414-3,149
DHC-003	Fan and Vacuum
DHC-004	Raw Sheet
DHC-005	Freezer
DHC-006	Prop Stand
DHC-010	Hobart Power Cart FAEL 1431
DHC-011	Fuel Tank Vent Rig FAEL 1266
DHC-012	FAEL 2014 - Rig 115 VAC and 28 VDC
DHC-013	Misc. Stairs
DHC-014	Forklift - 1818KG
DHC-015	STC Shop Aids
DHC-016	Cut-Off Saw (Circular) FAEL 1182
DHC-017	Large Band Saw FAEL 1179
DHC-018	BAYKAL Shear
DHC-019	Manual Punch Press - FAEL 3011
DHC-020	Shop Pic with WIP in foreground

Asset Number	Description
DHC-021	Bandsaw FAEL 1759
DHC-022	Various Bits and Cutters
DHC-023	Vertical Mill
DHC-024	Vertical Mill with Readout #1736
DHC-025	Misc. Raw - Billet and Bar
DHC-026	Sample Waterbomber Scoops & probes
DHC-028	Cabinet of Various Crimpers
DHC-029	Various Rigging Equipment/ Test
DHC-030	Digital Theodolite
DHC-031	Air Data Test Set DPS 450 - FAEL 1226
DHC-032	Rivet squeezers
DHC-034	Various Avionics Test Equipment
DHC-035	Laser Level Kit FAEL 1633
DHC-036	FMS Database Loader FAEL 2004
DHC-037	Digital Force Gauge FAEL 3139
DHC-038	AHRS Leveling Tray FAEL 2267
DHC-039	D8-400 Maintence Task Equip
DHC-040	APU reader FAEL 1629 and 2172
DHC-041	D8 L/G installation/Removal Bullets FAEL 484
DHC-042	D8 Engine mount Drift Gauge FAEL 2196
DHC-043	D8 Stall Vane Force Applicator and Lift Transducer Test FAEL 1273
DHC-044	5000 lbs. Mobile Crane FAEL ?? (outside)
DHC-046	Rotable Parts
DHC-047	Removed Parts - Form 1s are included
DHC-048	Scaffolding D8
DHC-049	Xebec Compressor Airdryer
DHC-051	DC power Cart - Fox Cart
DHC-052	Lift - small FAEL 701
DHC-053	Surface Tables
DHC-054	Work Benches - Sheet Metal Shop
DHC-055	Howa Sangyo Lathe - no FAEL
DHC-056	Morando Lathe - no FAEL
DHC-057	Turret Lathe - No FAEL

Asset Number	Description
DHC-058	Tail Stands - No Photos
DHC-059	3 cabinets of crimp tooling (noted in pictures annexed to this Schedule)
DHC-060	2nd Brake Press (noted in pictures annexed to this Schedule)
DHC-061	Avtech AREU test station and all Avtech test equipment. And any inventory of parts that supports the units repairs. (061-47-1, 5061-47-2 and 5061-47-3)
DHC-062	Stiorage racking on the hanger floor used to hold parts removed from aircraft.
DHC-063	"EngDB" - Field Document Tracker developed internally.

Item Number	Full Description	Quantity On Hand
88334-1	LOWER PROBE CHUTE LH - LOWER PROBE CHUTE LH	12.00
88334-2	LOWER PROBE CHUTE RH - LOWER PROBE CHUTE RH	10.00
88304-8	TORSION SPRING - PROBE SYSTEM - TORSION SPRING - PROBE SYSTEM	9.00
88304-7	TORSION SPRING - PROBE SYSTEM - TORSION SPRING - PROBE SYSTEM	4.00
88294-5	COMPRESSION SPRING - COMPRESSION SPRING	17.00
88331-1	SUPPORT PLATE-FLOAT SWITCH - SUPPORT PLATE-FLOAT SWITCH	3.00
88390-1	PIN - Taper Bushings	43.00
88333-3	Top Probe Chute Casting	3.00
88009-8	Probe Installation	2.00
88009-7	Probe Installation	1.00
950000797-101	Name Plate Jack Assy	79.00
88300-1	Packer	7.00
88343-8	Probe Jack Pivot RH	1.00
88330-1	Bracket Float Switch	9.00
88342-8	Bracket Assy Micro Switch	3.00
88390-3	Taper Bushings	20.00
88390-5	Taper Bushings	4.00
88348-3	Gasket	1.00
88370-1	Spacer Tube	3.00
88370-3	Spacer Tube	1.00
88371-1	Washer	1.00
88371-3	Washer	2.00
88318-3	Screw	12.00
88388-5	Base Plate	3.00
88337-33	Probe Bucket Casting	2.00
88336-35	Probe Housing Castings	16.00

Type	Cert. #	Issue	Issue Date	Project Title	Holder
LSTC	C-LSA01-143	1	9/26/2001	Cabin Reconfiguration - 6 Place Executive Seating in Forward Cabin	Field Aviation Company Inc.
LSTC	C-LSA03-096/D	1	8/25/2003	Avionics: Collins VHF-22C Com, #2 KDF-806 ADF, KA-155 ICAO NAV FM Filters	Field Aviation Company Inc.
LSTC	C-LSA05-001/D	3	10/20/2010	INSTALLATION OF TWO CLASS (VIP/ECONOMY) SEATING	Field Aviation Company Inc.
LSTC	C-LSA07-354/D	1	10/25/2007	Ski-Design Weight Increase	Field Aviation Company Inc.
LSTC	C-LSA08-018/D	9	2/7/2024	G3 Water System Installation	Field Aviation Company Inc.
LSTC	C-LSA11-001/D	1	5/12/2011	VIP & Economy Interior	Field Aviation Company Inc.
LSTC	C-LSA11-043/D	1	2/26/2011	RH Ground Air Installation Retrofit	Field Aviation Company Inc.
LSTC	C-LSA11-081/D	1	3/23/2011	Temporary APU Removal	Field Aviation Company Inc.
LSTC	C-LSA12-006/D	2	3/6/2020	Aft Facing Seat Installation	Field Aviation Company Inc.
LSTC	C-LSA12-014/D	1	1/10/2012	Cabin Floorboard Upgrade	Field Aviation Company Inc.
LSTC	C-LSA12-128/D	1	7/12/2012	Auxiliary Ground Heater System - Ground Use Only	Field Aviation Company Inc.
LSTC	C-LSA13-075/D	1	4/30/2013	Auxiliary Heater System	Field Aviation Company Inc.
LSTC	C-LSA20-008/D	1	3/2/2020	Fleet Standardization Modification	Field Aviation Company Inc.
LSTC	023/D	1	2/25/2020	Dual Automatic Direction Finder (ADF) System	Field Aviation Company Inc.
LSTC	C-LSA20-023/D	1	3/5/2020	Installation, Galley Insert	Field Aviation East Limited
LSTC	C-LSA24-065/D	1	8/2/2024	Installation, 3M Gravel Runway Protection Tape	Field Aviation Co. Inc.
LSTC	C-LSA99-509	1	2/3/1999	Installation of Aerazur Engine Intake De-Icer Boot P/N 51SP16231-1, S/N 147631.	Field Aviation Company Inc.
LSTC	O-LSA03-164/D	3	11/16/2016	Honeywell MK-VIII Enhanced Gound Proxmity Warning System (EGPWS) retrofit	Field Aviation East Limited
LSTC	O-LSA04-086	4	10/6/2021	DHC-5A Gross Weight Increase	Field Aviation East Limited
LSTC	O-LSA07-313/D	2	11/28/2007	Universal UNS-1C Plus	Field Aviation East Limited
LSTC	O-LSA13-137/D	4	8/2/2018	Universal Flight Management System Upgrade	Field Aviation East Limited
LSTC	O-LSA14-013/D	2	3/11/2020	Honeywell Primus 660 Weather Radar System	Field Aviation East Limited
LSTC	O-LSA16-014/D		1/25/19	Collins 8.33 Khz VHF-AM Radio Upgrade plus Bendix King KA-155, ICAO NAV Filter	Field Aviation East Limited
LSTC	O-LSA17-022/D	2	6/12/2017	Dual UNS-1Ew with EFI-890R...	Field Aviation East Limited
LSTC	O-LSA18-029/D	1	6/7/2018	EGPWS Modification SN-593	Field Aviation East Limited
STC	SA00-149	1	12/21/2000	Installation of an Auxiliary Cockpit Heater	Field Aviation Company Inc.

Type	Cert. #	Issue	Issue Date	Project Title	Holder
STC	SA00-2	4	10/24/2002	Active Noise Vibration system / Propeller balancing	Field Aviation East Limited
STC	SA01-21	2	3/13/2001	Dual Honeywell/Allied Signal MLS-21 MLS Retrofit Installation	Field Aviation East Limited
STC	SA01-50	2	2/10/2012	Installation of Cabin Class Divider	Field Aviation Company Inc.
STC	SA01-55	2		Installation of Cabin Class Divider	Field Aviation Company Inc.
STC	SA02-115	1	10/9/2002	retrofit installation of Bombardier G4 galley and replacement passenger seats	Field Aviation Co. Inc.
STC	SA02-48	6	6/7/2018	Dual DHC-8 UNS-1F Flight Management System	Field Aviation East Limited
STC	SA02-86	2	12/9/2003	Installation of a KHF-950 Antenna onto Vertical Stabilizer Leading Edge	Field Aviation Company inc.
STC	SA03-98	1	37935	Aerazur Flash Boot Retrofit Instalation	Field Aviation East Limited
STC	SA04-10	4	41388	Universal Avionics TAWS	Field Aviation East Limited
STC	SA04-11	6	46009	Dual Universal UNS-1E Flight Management Systems Retrofit	Field Aviation East Limited
STC	SA04-4	1	5/13/2004	Installation of Replacement Windshields	Field Aviation Company Inc.
STC	SA04-4	1	5/13/2004	Installation of Replacement Windshields	Field Aviation Company Inc.
STC	SA04-87	1	8/12/2004	Honeywell MK-VIII EGPWS System Override	Field Aviation East Limited
STC	SA04-9	3	2/11/2009	Single Universal UL-701 UniLink Retrofit	Field Aviation East Limited
STC	SA05-23	1	5/26/2005	Installation of a Bendix/King KHF-950 HF System	Field Aviation Company Inc.
STC	SA05-42	4	2/13/2019	DHC-8 Universal GLS-1250 DGPS Receivers (SCAT 1)	Field Aviation East Limited
STC	SA05-8	3	10/29/2015	Increase to the maximum gross take-off weight	Field Aviation East Limited
STC	SA06-29	1	4/26/2006	Interior reconfiguration for Geven passenger seats	Field Aviation Company inc.
STC	SA06-63	1	9/7/2006	Retrofit of Collins HF9000D HF Communication System	Field Aviation East Limited
STC	SA06-64	1	9/7/2006	Retrofit of Honeywell 1152106-2 400 AMP APU Starter Generator	Field Aviation East Limited
STC	SA06-65	1	9/7/2006	Retrofit of Dual Universal UNS-1F Flight Management Systems	Field Aviation East Limited
STC	SA06-78	3	2/3/2010	JCAB Flight Inspection Aircraft Modifications	Field Aviation East Limited
STC	SA08-60	2	7/17/2008	Chelton SAT COMM Antenna and Diplexer/LNA	Field Aviation East Limited
STC	SA09-84	1	11/4/2009	Universal Avionics 1408-00-1 / -2 SSDTU Data Transfer Unit	Field Aviation East Limited
STC	SA10-106	1	12/16/2010	Iridium Sat Phone - Wireless Headsets	Field Aviation Company Inc.

Type	Cert. #	Issue	Issue Date	Project Title	Holder
STC	SA10-3	1	6/4/2010	Goodrich De-Ice Boots - DHC-8-400	Field Aviation Company Inc.
STC	SA10-49	2	12/16/2010	Iridium Sat Phone	Field Aviation Company Inc.
STC	SA10-51	3	12/16/2020	UNS-1E(w) Upgrade	Field Aviation East Limited
STC	SA10-94	1	12/16/2010	HF # 2 Retrofit - Honeywell HF-1050	Field Aviation Company Inc.
STC	SA11-25	4	7/11/2024	Dual Universal UNS-1F Flight Management System WAAS Upgrade	Field Aviation East Limited
STC	SA11-27	5	7/18/2013	Universal EFI-890R EFIS Cockpit Upgrade	Field Aviation East Limited
STC	SA11-37	1	6/16/2011	DHC-8-400 Temporary APU Removal	Field Aviation Company Inc.
STC	SA11-42	1	6/21/2011	Cockpit Door Hold Open Latch	Field Aviation Company Inc.
STC	SA11-64	2	11/7/2011	Auxiliary Wing Fuel Tank Installation	Field Aviation East Limited
STC	SA12-57	1	9/5/2012	PBE Installation	Field Aviation Company Inc.
STC	SA12-79	1	12/13/2012	Payload/PAX Limitations for FAR Part 135 Operation	Field Aviation East Limited
STC	SA13-36	2	9/26/2013	Full Face Oxygen / Smoke Mask Upgrade	Field Aviation East Limited
STC	SA13-42	1	5/23/2013	Installation of Honeywell KHF-1050 HF Communication System	Field Aviation East Limited
STC	SA13-43	1	5/23/2013	Installation of Dual Universal UNS-1E(w) Flight Management Systems	Field Aviation East Limited
STC	SA91-102	1	11/8/1991	Inst. of Hartzell HC-D4N-3E/D9511FK 4-Bladed Propellers and B.F.Goodrich	Field Aviation Company Inc.
STC	SA91-103	2	10/28/1992	Installation Of Stall Warning System Upgrade	Field Aviation Company Inc.
STC	SA91-104	1	11/29/1991	Installation Of Commuter Interior	Field Aviation Company Inc.
STC	SA91-105	1	11/29/1991	Installation of Commuter Seating	Field Aviation Company Inc.
STC	SA92-23	5	11/10/2015	AERAZUR DE-ICER BOOT INSTALLATION	Field Aviation Co. Inc.
STC	SA92-3	1	12/7/1992	Inst. of Auxiliary Fuel System (inboard wing fuel tanks)	Field Aviation Company Inc.
STC	SA92-48	1	11/28/1992	Passenger Cabin Floor Upgrade	Field Aviation Company Inc.
STC	SA92-5	2	6/26/1993	Inst. of ESL SPECIAL MISSION CONFIGURATION	Field Aviation Company Inc.
STC	SA94-131	2	1/10/2000	Installation of Ground Air Connection	Field Aviation Company Inc.
STC	SA96-162	2	7/4/2001	Auxiliary Power Unit (APU) Removal	Field Aviation Company Inc.
STC	SA96-42	3	7/4/2001	Installation of UNS-1B Flight Management System	Field Aviation Company Inc.
STC	SA96-44	1	5/1/1996	Installation of Emergency Passenger Drop Down Oxygen System	Field Aviation Company Inc.

Type	Cert. #	Issue	Issue Date	Project Title	Holder
STC	SA97-28	23	11/21/2002	Single and Dual UNS-1C Installation	Field Aviation East Limited
STC	SA97-39	4	9/10/2003	Installation of Auxiliary Power Unit	Field Aviation Company Inc.
STC	SA97-44	3	11/4/2005	Installation of Dual UNS-1C Flight Management Systems per FAA STC ST09251SC	Field Aviation Company Inc.
STC	SA98-39	3	11/7/2025	Dual Trimble Avionics 2101 I/0 Approach Plus GPS	Field Aviation Company Inc.
STC	SA98-48	4	8/3/2004	Passenger Window Blind Installation	Field Aviation Company Inc.
LSTC	W-LSA97-090	1	6/23/1997	Installation of Structural Provisions for a Long Range Fuel System.	Field Aviation Company Inc.
LSTC	W-LSA98-109	1	12/23/1998	Honeywell TCAS II with Dual Mode S Transponders	Field Aviation Company Inc.
LSTC	C-LSA09-001/D	1	5/17/2009	DHC-8-400 - VIP + Economy Configuration	Field Aviation Company Inc.

Schedule 1.1.57
PAL Assumed Liabilities

Nil.

Schedule 1.1.60
PAL Permitted Encumbrances

Nil.

Schedule 1.1.63
PAL Purchased Assets

See attached.

Item Number	Full Description	Lot Serial Number	Quantity On Hand	PO #	Location
10875N01Y00	FUEL QUANTITY INDICATOR - 9026.10.00.99	0137	1	91513	MSTSP RACK
10875N01Y00	FUEL QUANTITY INDICATOR - 9026.10.00.99	0135	1	91513	MSTMC5
10875N01Y00	FUEL QUANTITY INDICATOR - 9026.10.00.99	0136	1	91513	MSTMC5
010-02002-05	GTN750 NAVIGATOR W/ KIT - 8526.91.00.10	99459-1	1	99459	AVION
5031-00-1	PFD COMBINED DUAL CONTRL - 8537.10.99.90	50597	1		TOR
610388-001	AUX Fuel Box Installation -		1		MST14B
010-01999-05	GTN 650Xi Black receiver w/rac - 8526.91.00.10	99459-6	1	99459	AVION
822-0884-491	CDU-3000 CONTROL DISPLAY UNIT - 9014.20.00.92	68586-2	1	68586	AVION
R83142T06	ELBOW -	58359	9	58359	PW5R1S1
011-01060-00	GNS-430W NAV/COMM GPS -	68133-1	1	68133	AVION
8EH70CAG1	AUX FUEL TANK HARNESS - 8544.30.00.00	DTAA374	1	81946	MSTMC3
8EH70CAG1	AUX FUEL TANK HARNESS - 8544.30.00.00	DTAA376	1	81946	MSTMC3
8EH70CAG1	AUX FUEL TANK HARNESS - 8544.30.00.00	DTAA377	1	81946	MSTMC3
310041-013	LRF Structural Provisions -		1		MST14B
310041-014	LRF Structural Provisions -		1		MST14B
010-01405-05	GEA 71B Enhanced, Unit Only -	99459-19	1	99459	AVION
803668-01	OXY. BOTTLE W/ MASK -		14	88813	LEXMEZ
21-033384-051	CONTACT,PIN QUADRAX -	79863	17	79863	MST9A3
NP2G1-02-500A	PHENOLIC HONEYCOMB PANEL - 3921.90.99.90, PHENOLIC	41371	128	41371	LCSC/SHOP
971-4193-001	TRIAXAL ACCELEROMETER -	85726-1	1	85726	AVION
5061-1-1	AUDIO CONTROL PANEL -	69608-3	3	69608	AVION
SK3521-051	FLOAT SWITCH REWORK -	MD066766	1		MSTMC1
SK3521-051	FLOAT SWITCH REWORK -	MD067529	1		MSTMC1
SK3521-051	FLOAT SWITCH REWORK -	MD067603	1		MSTMC1
SK3521-051	FLOAT SWITCH REWORK -	MD066867	1		MSTMC1
817388-1	PROP BLADE SEAL -	42632	3	42632	MST9F4
NP2G1-02-500A	PHENOLIC HONEYCOMB PANEL - 3921.90.99.90, PHENOLIC	41562	96	41562	LCSC/SHOP
M39029/11-144	CONTACT - 8539.90.99.91	14091	8,979		MST4E2
21-033384-051	CONTACT,PIN QUADRAX -	79887	17	79887	MST9A3
S44193	COAXIAL CABLE - 8544.20.00.00	94453	200	94453	MST18D
M22759/34-22-9	WIRE, 22 AWG - 8544.49.90.29	98346	16,103	98346	MST18B
74-451AA	DE-ICE BOOT REPAIR KT - 4016.99.10.90		2		LEXMEZ
9017176	SWITCH - 8536.50.99.99	51096	1		TOR
101-920061-37	ANTI-SYPHON -		2		LEXMEZ
4518-4	PSU - GASPER - 8803.30.00.60	91900-2	2	91900	AVION
4518-4	PSU - GASPER - 8803.30.00.60	91900	2	91900	AVION
MS27645-8	BALL BEARING - 8482.10.90.99		10		AEXX8
M22759/34-20-9	WIRE - 8544.49.90.29	79862	13,918	79862	MST18B
013-00235-00	GA35 WAAS GPS ANTENNA - 8529.10.00.91	99459-3	2	99459	AVION
250000048-011	SHELF MTG PROVISIONS-VISION-1 -		1		MST14C
S44191	COAXIAL CABLE - 8544.20.90.00		100	49313	MST18D
817388-1	PROP BLADE SEAL -	01402	1		MST9F4
N316-8101	SEAL, EXH, FAIRING -		120		MST17C
82740114-001	LINK ASSY - 8803.30.00.60, STEEL		1		MEX3PTS
21-033384-051	CONTACT,PIN QUADRAX -	80737	8	80737	MST9A3
CA18121-1TW	STUD, TURNLOCK - 7318.19.00.00		20		MEXSS229
011-00979-03	CONFIGURATION MODULE - 8542.32.10.49	99459-23	1	99459	AVION

Item Number	Full Description	Lot Serial Number	Quantity On Hand	PO #	Location
NP2G1-02-500A	PHENOLIC HONEYCOMB PANEL - 3921.90.99.90, PHENOLIC	36187	10	36187	LCSC/SHOP
MS27645-8	BALL BEARING - 8482.10.90.99		6		MEX3PTS
BN1360-1032-2	RIVNUT -		38	1616	AEXX25
10-203-32H2	L-BAND ANTENNA -		1		MEX3PTS
066-1055-70	KMA 24 H ISOLATION AMPLIFIERS -	57207-1	1	57207	AVION
980-6116-004	CVR MIC MONITOR - 8518.10.00.10		1		AMSAI2
MXP210-00	SMOKE GOGGLES -	99503	1	99503	PW3R4S1
74-451AE	REPAIR KIT - 4016.99.10.90		1		LEXMEZ
784776-1	NUT, HEX, STL - 7618.16.00.90	43012	32	43012	MSTSP RACK
MS27645-4A	BALL BEARING - 8482.10.90.99		15		MEX3PTS
83231074-103	SLEEVE -	05386	2		MEXSS290
DSC4-4	BEARING ROD-END - 8482.80.00.90		2	1382	MEX3PTS
75540040-101	BUSHING -	63458	2	63458	MSTPW5
794339-5	1/2 RING - 8803.10.00.00		2	1299	MEXSS385
190108	CONNECTOR, - 8536.69.00.10	70012	10	70012	MST5D1
83232038-101	FORK ASSY -		1		MEX3PTS
452-0133	BATTERY PACK, LITHIUM - 8506.50.90.10	87530-1	1	87530	AMSAI3
M81824/1-2	SPLICE - 8803.30.00.60	98784	242	98784	MST5F2
101-389034-7	FUEL FLOAT SWITCH -		1		LEXMEZ
X-D4N	RELAY - 8536.41.00.99	69240	2		TOR
S2L354	SEAL -		8		MEXSS500
7589141	HP FUEL FILTER; - 8421.23.20.20	07162	5		MST9F2
M81714/12-20D-2	WIRE SPLICE - 8536.90.99.20	62859-1	20	62859	AMSAU4
85311600-101	NLG DOOR HINGE -		3		MEX3PTS
MS25182-2	CONNECTOR, - 8536.69.90.90		2		MEXSS409
21-033385-051	CONTACT -	80737	4	80737	MST9A3
DSC141-3	RELAY,A/C - 8536.41.00.99		2		MEX3PTS
7589141	HP FUEL FILTER; - 8421.23.20.20	03221	4		MST9F2
LP1982SP	BULB - 8539.29.99.90		2		MEX3PTS
MS21059L3	NUTPLATE -	80420	736	80420	MST3C5
85312862-101	BARREL NUT -		2		MEX3PTS
MS21059L3	NUTPLATE -	71002	683	71002	MST3C5
738466-6	BRUSH, CARBON - 8545.20.00.10	01403	6		MST3B5
85520265-101	SADDLE WASHER -		1		MEX3PTS
CSP318-5P	BOLT -	06013	258		MST1I1
548712	GUIDE AND SPRING - 7320.90.90.99	10291	8		MEXSS129
2380	OIL MIL L 23699 - 2710.19.99.99	95535	21	95535	MSTFCAB
85740201-001	SLEEVE -		1		MEX3PTS
85740232-101	BUSHING -		2		MEX3PTS
MS14144L5	CASTLE NUT, STEEL - 7318.16.00.10, STEEL	33114	77		MST2C6
MS21042-3	NUT,SELF LOCKING STEEL -	17108	787		MST1F5
CR3214-4-2	CHERRY MAX RIVET - 7616.10.00.20, ALUMINUM	19055	312	19055	MST8C5
M83536/33-003L	RELAY - 8536.41.00.99	96743	1	96743	PW3R1S2
7590526AM	LP FUEL FILTER - 8421.23.90.90	68252	2	68252	MSTPW1
MS14145L4	CASTLE NUT, STEEL - 7318.16.00.10, STEEL		67		MEXSS278
D38999/24WB35SN	CONNECTOR, CYLINDRICAL - 8536.69.00.30	57292	1	57292	MST4F1
CR3553-4-4	RIVET - 8308.20.00.00	28167	81	28167	MST8D3

Item Number	Full Description	Lot Serial Number	Quantity On Hand	PO #	Location
NAS75-4-013	BUSHING - 7318.29.90.00		40		MEXSS392
DSC67-5-92	HOSE, ASSEMBLY - 3917.31.00.90	63389	1	63389	PW5R1S1
311201	COAX CABLE -		192	21597	MST27D
CR3253-5-4	RIVET,BLIND,MONEL - 8308.20.00.00		85		MEXSS450
359-1AB57	CREW OXYGEN MASK ASSEMBLY - 9020.00.00.90		3		LEX000
CR3552-4-2	TUBULAR RIVET, - 8308.20.00.00		137		MEXSS106
MS20615-4M10	RIVET, NICKEL ALLOY -		383		MEX3PTS
622-9728-125	TVI-920D VSI/TCAS IND - 8531.20.00.10	78942-2	1	78942	AVION
622-9728-125	TVI-920D VSI/TCAS IND - 8531.20.00.10	78942-3	1	78942	AVION
2488294	FILTER -		12		MEX3PTS
CVR112	COVER -		55		LEXTOP CAG
PH1100-1DH	PITOT TUBE - 9014.90.00.10		1		MEX3PTS
720B	DRAIN VALVE -		3		MEX3PTS
10-105-31A-B-2	VHF COMM. ANTENNA - 8529.10.00.99		8		MEX3PTS
CSP321-5	BONDING STUD -		32		AEXX1
473054	SMOKE DETECTOR -		1		MEX3PTS
82550130-001	CARGO NET -		3		LEXMEZ
5909935	BEARING - 8482.91.00.10		6		LEXMEZ
82550130-001	CARGO NET -		2		MEX3PTS
101-384151-5	FUEL QTY. INDICATOR -		1		AEXX28
85323735-001SP	WINDOW FRAME -		1		MEX3PTS
J-D4N	RELAY - 8536.41.00.99		7		MEXSS374
1-9816-100G	SUNSHADE ASSY, AIRCRAFT - 8803.30.00.60		2		MEX3PTS
YL-D4N	RELAY - 8536.41.00.99		2		MEXSS502
D38999/26WB35PN	CONNECTOR,CYLINDRICAL - 8536.69.00.30		1		MEXSS128
DK120/90	ULB BEACON - 8512.30.90.00	AT128951	1	60154	PW5R3S1
DK120/90	ULB BEACON - 8512.30.90.00	84562-1	1	84562	AMSAS3

Type	Cert. #	Issue	Issue Date	Project Title	Holder
LSTC	C-LSA03-146/D	2	1/21/2004	Heads Up Technologies PBS-400 Passenger Briefing System	Field Aviation Company Inc.
LSTC	O-LSA00-133	1	36823	Coastwatch II Special Mission Modifications	Field Aviation East Limited
LSTC	O-LSA02-632/D	1	9/10/2002	Bendix king KDM-706 DME/NAV1 control retrofit	Field Aviation East Limited
LSTC	O-LSA02-634/D	1	11/21/2002	Relocation and removal of incumbent avionics and electrical equipment	Field Aviation East Limited
LSTC	O-LSA02-635/D	1	12/20/2002	Interior Reconfiguration	Field Aviation East Limited
LSTC	O-LSA04-319/D	1	11/29/2004	Austrailian Coastwatch I retrofit of Collins TCAS II and Dual Mode-S XPDR'S	Field Aviation East Limited
LSTC	O-LSA05-071/D	2	11/15/2006	Type III Observation Exit	Field Aviation East Limited
LSTC	O-LSA05-258/D	1	8/18/2005	Cockpit Night Vision Lighting Conversion	Field Aviation East Limited
LSTC	O-LSA05-361/D	2	4/19/2007	Structural Provisions Wescam MX-15 FLIR Pod	Field Aviation East Limited
LSTC	O-LSA06-027/D	7	8/5/2014	Coastwatch Special Mission Modifications	Field Aviation East Limited
LSTC	O-LSA06-284/D	2	10/19/2007	Mission Crew Seat Installation	Field Aviation East Limited
LSTC	O-LSA07-065/D	1	3/2/2007	Coastwatch Special Mission Modifications	Field Aviation East Limited
LSTC	O-LSA07-313/D	2	11/28/2007	Universal UNS-1C Plus	Field Aviation East Limited
LSTC	O-LSA08-294/D	1	12/15/2008	Mission Crew Seat Installation	Field Aviation East Limited
LSTC	O-LSA11-147/D	3	10/5/2017	Air Iceland Avionics Upgrade	Field Aviation East Limited
LSTC	O-LSA12-106/D	4	43516	Sierra Nevada Mission Modifications	Field Aviation East Limited
LSTC	O-LSA12-130/D	1	10/12/2012	AIr Greenland Universal UNS-1E(w) Upgrade	Field Aviation East Limited
LSTC	O-LSA13-026/D	1	2/22/2013	Bluebird Mission Modifications	Field Aviation East Limited
LSTC	O-LSA14-142/D	3	6/25/2015	Air Greenland Flight Management System Upgrade	Field Aviation East Limited
LSTC	O-LSA91-0080/D	1	4/11/1991	Stretcher Installation	Field Aviation Co. Inc.
LSTC	O-LSA96-061	10	41891	Coastwatch Special Mission Modifications	Field Aviation East Limited
STC	SA00-124	11	42474	Retrofit Installation of a single Honeywell MK-VIII EGPWS	Field Aviation East Limited
STC	SA02-91	2	45799	Removal/disabling and re-installation/re-enabling of the ditching dam Inst.	Field Aviation Company inc.
STC	SA03-28	1	37722	Free Flight JetCall-5 Selcal	Field Aviation Company inc.
STC	SA04-125	5	43258	Retrofit of Collins Elementary Surveilliance Transponders	Field Aviation East Limited
STC	SA04-23	1	38041	NTS Computer Power Supply Replacement Retrofit	Field Aviation East Limited

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Type	Cert. #	Issue	Issue Date	Project Title	Holder
STC	SA04-96	5	45532	U.S. Customs Special Mission Modifications	Field Aviation East Limited
STC	SA05-73	2	1/24/2008	Installation of a Artex C406-2 or C406-N Emergency Locator Transmitter	Field Aviation Company Inc.
STC	SA06-21	2	40289	Air Operable Baggage Door	Field Aviation East Limited
STC	SA07-80	6	45552	Retrofit of Swedish Coastguard Maritime Patrol Modifications	Field Aviation East Limited
STC	SA08-76	6	42207	Japanese Coast Guard	Field Aviation East Limited
STC	SA09-15	1	39932	Iceland Coast Guard	Field Aviation East Limited
STC	SA09-4	1	5/14/2009	Door Locks Installation	Field Aviation Company Inc.
STC	SA10-68	1	40380	Aft Cabin Bulkhead Replacement	Field Aviation East Limited
STC	SA13-64	1	11/14/2013	Universal Dual 4120 Radio Control Unit Retrofit	Field Aviation East Limited
STC	SA22-63	2	9/24/2025	MX-15HDi Upgrade	Field Aviation East Limited
STC	SA92-1	1	12/21/1992	Installation of Cargo Door (Restricted Category)	Field Aviation Company Inc.
STC	SA92-13	7	42425	Install of Mode S XPDR / TCAS II	Field Aviation East Limited
STC	SA93-60	1	2/26/1993	Installation of CMI special mission configuration (Restricted Category)	Field Aviation Company Inc.
STC	SA97-54	7	10/23/2020	Dual Auxiliary Air Conditioning Installation	Field Aviation Company Inc.
STC	SA98-30	4	4/11/2012	Auxiliary Power Unit (APU) removal.	Field Aviation Company Inc.
STC	SA98-72	12	4/17/2020	Collins TCAS II/Dual Mode S Transponders ACAS II/dual mode transponders	Field Aviation East Limited
LSTC	W-LSA96-023/D	1	3/15/1996	DHC-8 Ferry Fuel System Installation	Field Aviation Company Inc.

Schedule 1.1.81
SISP ORDER (INCLUDING SISP)

See attached.

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 12TH
	)	
JUSTICE	)	DAY OF JUNE, 2026

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

Court No.: [•]
Estate No.: [•]

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC.

Court No.: [•]
Estate No.: [•]

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION EAST LTD.

ORDER

(Sale and Investment Solicitation Process)

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), for an order, among other things: (i) approving the SISP (as defined below); (ii) authorizing the Field Entities to enter into the Stalking Horse Agreement (as defined below); (iii) approving the Break Fee and Expense Reimbursement and establishing the Transaction Charge (each as defined below); and (iv) granting certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Motion Record of the Field Entities, including the affidavit of John Mactaggart sworn June [•], 2026, and the Exhibits thereto (the "**Mactaggart Affidavit**"), and the First Report of KSV Restructuring Inc., in its capacity as the proposal trustee of the Field Entities (in such capacity, the "**Proposal Trustee**") dated June [•], 2026 (the "**First Report**"), and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee and such other counsel who were present and no other party appearing, although duly served as evidenced by the Lawyer's Certificate of Service of Ines Ferreira dated June [•], 2026.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Motion Record and First Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the SISP.

APPROVAL OF STALKING HORSE AGREEMENT

3. **THIS COURT ORDERS** that the Field Entities are hereby authorized and empowered, *nunc pro tunc*, to execute, deliver, and enter into the stalking horse asset purchase agreement dated June 5, 2026 (the "**Stalking Horse Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited and PAL Aerospace Ltd., as purchasers (collectively, the "**Stalking Horse Bidders**") substantially in the form attached as Exhibit "[•]" to the Mactaggart Affidavit, together with such minor amendments as may be acceptable to each of the parties thereto, and approved by the Proposal Trustee. For greater certainty, the Stalking Horse Agreement is approved only as the Stalking Horse Bid and the approval of any sale and vesting of any such Property and/or the Business, including any transaction contemplated by the Stalking Horse Agreement, shall be considered by this Court on a subsequent motion made to this Court.

4. **THIS COURT ORDERS** that payment of the Break Fee and Expense Reimbursement Fee (as such terms are defined in the Stalking Horse Agreement) pursuant to, and in accordance with the Stalking Horse Agreement is hereby approved.

5. **THIS COURT ORDERS** that the Property is hereby subject to a charge in the aggregate maximum amount of US$260,000 (the "**Transaction Charge**") in favour of the Stalking Horse Bidders as security for the payment of the Break Fee and Expense Reimbursement in the manner and circumstances described in the Stalking Horse Agreement.

6. **THIS COURT ORDERS** that the Transaction Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise in favour of any Person, provided however that the Transaction Charge shall rank subordinate in all respects to: (a) all Charges (as defined in the DIP Approval and Extension Order granted by the Court on June 12, 2026); and (b) any and all valid and enforceable security interests against the Field Entities in favour of Wells Fargo Capital Finance Corporation of Canada, as lender and Wells Fargo Bank, National Association, as administrative agent pursuant to the Credit Agreement (as defined in the Mactaggart Affidavit), to repay any and all amounts for which the Field Entities are liable under any of the DIP Term Sheet, the Forbearance Agreement or the Credit Agreement.

7. **THIS COURT ORDERS** that the filing, registration or perfection of the Transaction Charge shall not be required, and that the Transaction Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Transaction Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

8. **THIS COURT ORDERS** that the Transaction Charge shall not be rendered invalid or unenforceable and the rights of the Stalking Horse Bidders thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which bind the Field Entities, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Transaction Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Agreement shall create or be deemed to constitute a breach by the Field Entities of any Agreement to which any of them are a party;

(b) the Stalking Horse Bidders shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Field Entities entering into the Stalking Horse Agreement, or the creation of the Transaction Charge; and

(c) any payments, if any, made by the Field Entities pursuant to this Order or the Stalking Horse Agreement (in the latter case, solely as such payments relate to the Break Fee and/or Expense Reimbursement), and the granting of the Transaction Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

9. **THIS COURT ORDERS** that notwithstanding any other provision of any Order or Agreement:

(a) the Stalking Horse Bidders, upon three days' notice to the Field Entities and the Proposal Trustee, may exercise any and all of their respective rights and remedies against the Field Entities and the Property under or pursuant to the Stalking Horse Agreement; and

(b) the foregoing rights and remedies of the Stalking Horse Bidders as set out in this Order shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Field Entities or the Property.

APPROVAL OF SISP

10. **THIS COURT ORDERS** that the sale and investment solicitation process attached as Schedule "A" hereto (the "**SISP**") be and is hereby approved, and the Field Entities and the Proposal Trustee are hereby authorized and directed to implement the SISP pursuant to its terms

and the terms of this Order. The Field Entities and the Proposal Trustee are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order and to perform their respective obligations thereunder, subject to the approval of the Court being obtained prior to the completion of any transaction(s) under the SISP.

11. **THIS COURT ORDERS** that the Field Entities and the Proposal Trustee and their respective affiliates, partners, directors, employees, agents, advisors, representatives and controlling persons, including, for certainty, the CRO, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Field Entities or the Proposal Trustee, as applicable, in performing their obligations under the SISP, as determined by a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

12. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Field Entities and the Proposal Trustee are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

13. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, the Proposal Trustee shall not take possession of the Property or be deemed to take possession of the Property.

14. **THIS COURT ORDERS** that in conducting the SISP, the Proposal Trustee shall have all the benefits and protections granted to it at law, including under the BIA, and under any other Order of this Court in these proceedings.

PROTECTION OF PERSONAL INFORMATION

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada) and any similar legislation in

any other applicable jurisdictions, the Field Entities and the Proposal Trustee and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a "**Potential Bidder**") and their advisors Personal Information, including, without limitation, information in the custody or control of the Field Entities relating to the operation of the businesses being sold pursuant to the SISP, records pertaining to the Field Entities' past and current employees and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (each a "**Transaction**"). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Field Entities or the Proposal Trustee, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Field Entities or the Proposal Trustee. Any successful bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Field Entities, and shall return all other personal information to the Field Entities or the Proposal Trustee, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Proposal Trustee or the Field Entities.

GENERAL

16. **THIS COURT ORDERS** that the Field Entities, the Proposal Trustee, the Stalking Horse Bidders or any interested party may from time to time apply to this Court to amend, vary or supplement this Order.

17. **THIS COURT ORDERS** that the Field Entities and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder and under the SISP.

18. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

19. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Field Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

Schedule "A"

Field Aviation Company Inc. and Field Aviation East Ltd.

Sale and Investment Solicitation Process

Introduction

Field Aviation Company Inc. ("**Field Canada**") is an aerospace engineering and modification company that designs, integrates and certifies aircraft special mission systems and structural modifications for government and commercial operators (the "**Business**"). Field Canada holds certain aviation regulatory approvals, including designation by Transport Canada as an Approved Maintenance Organization (AMO) and a Design Approval Organization (DAO), and maintains certifications from Transport Canada.

Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") is a wholly owned subsidiary of Field Canada. Field East holds certain Supplemental Type Certificates issued by Transport Canada in connection with the Business.

On June 5, 2026, the Field Entities each filed a notice of intention to make a proposal (the "**NOI Proceedings**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). KSV Restructuring Inc. was appointed proposal trustee for the Field Entities (in such capacity, the "**Proposal Trustee**"). Field Canada has also engaged Riveron Consulting LLC as its Chief Restructuring Officer (the "**CRO**").

On June 12, 2026, the Ontario Superior Court of Justice, Toronto (Commercial List) (the "**Court**") granted an order approving the interim financing term sheet dated June 5, 2026 (the "**DIP Agreement**") between Field Canada, as borrower, Field East, as guarantor (along with the other guarantors thereto), Wells Fargo Capital Finance Corporation of Canada, as interim lender (in such capacity, the "**DIP Lender**") and Wells Fargo, National Association, as agent for the DIP Lender (in such capacity, the "**DIP Agent**") pursuant to which the DIP Lender agreed to provide interim financing to Field Canada in accordance with the terms set out therein.

The Field Entities, as sellers, have entered into a stalking horse asset purchase agreement dated June 5, 2026 (the "**Stalking Horse Agreement**") with De Havilland Aircraft of Canada Limited (the "**DHC Bidder**") and PAL Aerospace Ltd. (the "**PAL Bidder**"), as purchasers (collectively, the "**Stalking Horse Bidders**"), pursuant to which the Stalking Horse Bidders agreed to purchase certain assets of the Field Entities and collectively serve as the stalking horse bidder for the SISP under the NOI Proceedings.

On June 12, 2026, the Court granted an order (the "**SISP Order**") authorizing, among other things, the Proposal Trustee, in consultation with the Field Entities and the CRO, to implement the sale and investment solicitation process set out herein (the "**SISP**"), approving the Stalking Horse Agreement solely for the purpose of serving as the stalking horse bid (the "**Stalking Horse Bid**") thereunder, and approving the Break Fee, the Expense Reimbursement and the Transaction Charge (each as defined in the Stalking Horse Agreement) in favour of the Stalking Horse Bidders.

Opportunity

1. The SISP is intended to solicit offers for (a) the sale of some or all of the Field Entities' assets, properties and undertakings (the "**Property**") or outstanding shares (a "**Sale Proposal**"); (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Field Entities (an "**Investment Proposal**"); and/or (c) any combination thereof (collectively, the "**Opportunity**").

2. The SISP will be conducted by the Proposal Trustee, in consultation with the Field Entities and CRO. The Field Entities will make commercial decisions in consultation with the Proposal Trustee, the CRO and the DIP Agent.

3. In accordance with the BIA, upon completion of the SISP, the Field Entities, in consultation with the Proposal Trustee and the DIP Agent, shall bring a motion to the Court for an order (the "**Approval Order**") that, among other things, approves and authorizes the Field Entities to complete the transaction contemplated in any Successful Bid.

4. All interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP.

5. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Property or investment in the Business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Field Entities, the CRO, the Proposal Trustee or any of their respective agents, advisors, representatives or estates, and, in the event of a sale, all of the right, title and interest of the Field Entities in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests to such Court orders as may be desirable, except to the extent otherwise set forth in the definitive sale or investment agreement executed with a Successful Bidder.

6. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the Business in connection with their participation in the SISP and any transaction they enter in respect of the Business.

Timeline

7. The following table sets out the key milestones under the SISP (collectively, the "**Milestones**"). The Milestones may be extended by up to seven (7) days by the Proposal Trustee, with the consent of the Field Entities and the DIP Agent, acting reasonably, and in consultation with the CRO, or for any such longer period by Court Order, unless otherwise stated below.

Milestone	Date(s)
Distribution of Teaser Letter[1] to potentially interested parties, preparation of non-disclosure agreement and virtual data room	Starting no later than on June 12, 2026
Deadline to submit Bids	July 13, 2026 at 5:00 p.m.
Auction (if necessary)	July 15, 2026
Selection of Successful Bid	July 16, 2026, or in the case of no Auction July 14, 2026,
Court Approval of Successful Bid	As soon as practicable and subject to Court availability, but no later than July 24, 2026
Outside Date	July 31, 2026

8. Any extensions or amendments to the deadlines above, to the extent permissible hereunder, will be communicated to all known Participating Bidders (defined below) and such extensions or amendments shall be posted on the Proposal Trustee's case website: www.ksvadvisory.com/experience/case/field (the "**Website**").

Notice and Solicitation of Interest

9. The Proposal Trustee, in consultation with the Field Entities, has prepared: (a) a list of potential bidders and investors, including any parties that have previously approached the Field Entities as part of any prior solicitation efforts (each a "**Potential Bidder**"); and (b) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP.

10. As soon as practicable after the granting of the SISP Order:

(a) a notice of the SISP and any other relevant information that the Proposal Trustee considers appropriate regarding the SISP, including the SISP Order, will be published by the Proposal Trustee on the Website, and the Proposal Trustee may arrange for notice of the SISP to be published in any newspaper or industry journal as the Proposal Trustee considers appropriate; and

(b) the Proposal Trustee will cause the Teaser Letter and a non-disclosure agreement (an "**NDA**") to be sent to each Potential Bidder and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to either the Field Entities or the Proposal Trustee as a Potential Bidder as soon as reasonably practicable after

[1] Any capitalized terms set out in these Milestones have the meanings ascribed elsewhere in the SISP.

such request or identification, as applicable. Forthwith after a Potential Bidder becomes a Participating Bidder, the Proposal Trustee shall provide such Participating Bidder with access to an asset listing in respect of the Property (the "**Asset Listing**"), the form and content of which will be determined by the Proposal Trustee in consultation with the Field Entities and the CRO.

11. Notwithstanding anything else contained herein, neither a Related Person,[2] nor the DIP Agent or the DIP Lender, or any of their respective affiliates, shall be entitled to be a Qualified Bidder or submit or participate in the Opportunity unless such Related Person, the DIP Agent or the DIP Lender, as applicable, makes a declaration to the Proposal Trustee in writing of their intention to participate in the Opportunity by 5:00 p.m. (prevailing Eastern Time) on June 18, 2026. To the extent such declaration is received, the Proposal Trustee shall, in its discretion, design and implement additional procedures for the SISP to limit the sharing of information with such Related Person, the DIP Agent or the DIP Lender, so as to ensure and preserve the fairness of the SISP. If no such declaration is received by the DIP Agent or DIP Lender, the Proposal Trustee, the Field Entities and the CRO are authorized to provide regular reporting on the progress of the SISP in accordance with the terms of the DIP Agreement.

Participation in SISP

12. Any Potential Bidder who wishes to participate in the SISP must provide to the Proposal Trustee:

    (a) an executed NDA and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder; and

    (b) if the Proposal Trustee considers necessary, such form of financial disclosure that allows the Proposal Trustee, in consultation with the Field Entities, to make a reasonable determination as to the Potential Bidders' financial and other capabilities to consummate a transaction.

13. Upon providing the foregoing, the Potential Bidder will be determined by the Proposal Trustee, in consultation with the Field Entities and the CRO, to be a "**Participating Bidder**".

Due Diligence

14. The Field Entities, with the assistance of the Proposal Trustee, will establish a virtual data room of due diligence information (the "**VDR**").

15. The Field Entities and Proposal Trustee will provide each Participating Bidder (including, for greater certainty, the Stalking Horse Bidders) with access to the VDR as well as access to such other due diligence materials and information relating to the Property or the

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[2] "**Related Person**" means any person within the meaning of "related person" in the *Bankruptcy and Insolvency Act* (Canada).

Business as the Field Entities, in their reasonable business judgment and in consultation with the Proposal Trustee, determine to be appropriate. This may include, as appropriate, information or materials reasonably requested by Participating Bidders, on-site visits, and access to further information in the electronic data room.

16. At the request of a Participating Bidder, the legal and financial advisor(s) and/or lenders of such Participating Bidder, may also be granted access to such confidential due diligence materials and information provided that, in each case, any such advisor or lender (a) is reasonably acceptable to the Field Entities; and (b) has executed or is bound by an NDA.

17. The Field Entities, the CRO, the Proposal Trustee and their respective directors, officers, employees, contractors, advisors, and consultants, make no representation or warranty as to the accuracy or completeness of any information concerning the Field Entities or the Business: (a) contained in the communication relating to the Opportunity, the Asset Listing, the SISP, or the VDR; (b) provided through the due diligence process under the SISP; or (c) otherwise made available by the Proposal Trustee or the Field Entities.

18. At any time during the SISP, the Proposal Trustee may, in consultation with the Field Entities, eliminate a Participating Bidder from the SISP, in which case such party will no longer be a Participating Bidder for the purposes of the SISP. For greater certainty, this paragraph 18 does not apply to the Stalking Horse Bidders.

Bid Deadline: Submission of Qualified Bids

19. A Participating Bidder who wishes to submit a binding offer (a "**Bid**") must do so by the Bid Deadline. Bids must be submitted to the Proposal Trustee by email with the subject "**Field Aviation Company Inc. et al. – Binding Bid**" at the following email addresses: ngoldstein@ksvadvisory.com and dperlman@ksvadvisory.com.

Qualified Bid

20. A Bid submitted by a Potential Bidder will be considered a "**Qualified Bid**" (and the bidder making such bid, the "**Qualified Bidder**") if it complies with following minimum criteria as determined by the Proposal Trustee, in consultation with the Field Entities and the CRO:

    (a) it is submitted to the Proposal Trustee on or before the Bid Deadline;

    (b) it is accompanied by a letter stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined herein), provided that if such Qualified Bidder is selected as the Successful Bidder or Backup Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

    (c) it includes duly authorized and executed transaction agreement(s), and in the case of:

        (i) a Sale Proposal, the Bid includes an executed share or asset purchase agreement, including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared with the Field Entities) and accompanied by a mark-up to the Stalking Horse Agreement; or

(ii) an Investment Proposal, the Bid includes the executed transaction documents contemplated to effect the Investment Proposal, including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared with the Field Entities);

(d) it includes full details of the Potential Bidder’s intended treatment of the Field Entities’ stakeholders under or in connection with the proposed Bid, including the Field Entities’ secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and, if applicable, equity holders;

(e) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the transaction proposed in the Bid, that will allow the Proposal Trustee, in consultation with the Field Entities, to make a reasonable determination as to the Potential Bidder’s financial and other capabilities to consummate the transaction contemplated by its Bid;

(f) the Bid is not subject to the outcome of unperformed due diligence, internal approval(s) or obtaining financing;

(g) it sets out any conditions to closing or required approvals, including any agreements or approvals with regulators or other stakeholders, the anticipated time frame and any anticipated impediments for obtaining such approvals, such that the Field Entities can assess the risk to closing associated with any such conditions or approvals;

(h) the Bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such Bid), or that is sponsoring, participating or benefiting from such Bid, and such disclosure shall include, without limitation: (i) the identity of each of the actual or proposed direct or indirect equity holders of such Potential Bidder and the terms and participation percentage of such equity holder's interest in such Bid; (ii) the identity of each actual or proposed direct or indirect lender of such Potential Bidder; and (iii) the identity of each entity that has or will receive a benefit from such Bid from or through the Potential Bidder or any of its equity holders and the terms of such benefit;

(i) it does not provide for any break fee, expense reimbursement or similar type of payment;

(j) it sets out the portion of the Property and/or Business to be included and includes full details in relation to any portion of the Property and/or Business excluded from the Bid, if any;

(k) the Bid is accompanied by a non-refundable good faith cash deposit (the "**Deposit**"), of no less than 10% of the total purchase price or investment contemplated under the Bid which shall be paid to the Proposal Trustee and held in trust pursuant to paragraph 42 hereof until the earlier of: (i) closing of the Successful Bid or Backup Bid, as applicable; and (ii) rejection of the Bid, along with acknowledgement that if the Potential Bidder is selected as a Successful Bidder, that the Deposit will be non-refundable subject to paragraphs 42 to 43 hereof;

(l) it contains other information reasonably requested, whether by the Field Entities or the Proposal Trustee;

(m) the Proposal Trustee, in consultation with the Field Entities, determines that, in its reasonable business judgment, it is likely that the Potential Bidder will be able to consummate a Sale Proposal or Investment Proposal on or before the Outside Date in a manner that complies with all requirements of the SISP;

(n) it includes an acknowledgement and representation that the Potential Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the transaction agreements; and

(o) the Bid provides for cash consideration, payable on closing, of at least $9,655,096 (the "**Minimum Transaction Value**") (after accounting for any purchase price adjustments or similar mechanisms that may reduce the net consideration payable), which amount, for greater certainty, is equal to the total of: (i) the aggregate consideration under the Stalking Horse Agreement;[3] *plus* (ii) the amount of the Break Fee and Expense Reimbursement (as such terms are defined in the Stalking Horse Agreement);[4] and *plus* (iii) a minimum overbid amount of $300,000.

21. Notwithstanding the requirements specified in paragraph 20 above or anything to the contrary herein, the Stalking Horse Agreement and the transactions contemplated by the Stalking Horse Agreement (the "**Stalking Horse Transaction**"), shall be deemed to constitute a Qualified Bid.

22. The Proposal Trustee, with the consent of the Field Entities, may waive compliance with any one or more of the requirements specified above, and deem such non-compliant bids to be Qualified Bids (provided that the Proposal Trustee shall not be permitted to waive the Minimum Transaction Value requirement or otherwise deem a Bid that does not provide cash consideration equal to at least the Minimum Transaction Value to be a

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[3] Based on an exchange rate of 1.38.

[4] Based on an exchange rate of 1.38.

Qualified Bid).

Evaluation and Selection of Successful Bid

23. The Proposal Trustee and its advisors, in consultation with the Field Entities, shall be entitled to take such further steps to negotiate and settle the terms of a definitive agreement in respect of the Successful Bid as may be required, all of which will be conditional upon Court approval.

24. The Proposal Trustee, in consultation with the Field Entities and the CRO, may reject any Bid if it is determined that such Bid does not constitute a Qualified Bid, is not more favourable than, or is otherwise inferior to, the Stalking Horse Bid (as determined in the reasonable business judgment of the Proposal Trustee, with the consent of the Field Entities, having regard to the Evaluation Criteria (as herein defined)), or is otherwise contrary to the best interest of the Field Entities and their creditors and other stakeholders.

25. Subject to paragraphs 26 to 32 below as applicable, the Proposal Trustee, in consultation with the Field Entities and the CRO, shall select the Qualified Bid(s) that it considers most favourable (the most favourable bid(s) being the "**Successful Bid**", and such bidder, the "**Successful Bidder**") with reference to criteria, including, but not limited to the following (the "**Evaluation Criteria**"): (a) the purchase price and net value (including assumed liabilities and other obligations to be performed by the Qualified Bidder); (b) the terms of the transaction documents; (c) other factors affecting the speed, certainty, and value of the transaction; (d) the assets included or excluded from the bid (with preference, for greater certainty, being given to en bloc offers); and (e) the likelihood and timing of consummating the transaction. The Stalking Horse Bid may be selected as the Successful Bid. For avoidance of doubt, the Proposal Trustee is not required to select the Qualified Bid with the highest purchase price and may, exercising its reasonable business judgement, select another Qualified Bid with regard to the factors above.

26. If one or more Qualified Bids is received, the Proposal Trustee, may elect to proceed with an auction process to determine the Successful Bid(s) (the "**Auction**"), which Auction shall be administered in accordance with paragraphs 30 to 32 below (provided that the Proposal Trustee may not designate a Qualified Bid providing for the purchase and sale of any Property that is the subject of the Stalking Horse Agreement as the Successful Bid without first holding the Auction). Forthwith upon determining to proceed with an Auction, the Proposal Trustee shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Transaction), along with copies of all Qualified Bids and a statement by the Proposal Trustee specifying which Qualified Bid is the leading bid (the "**Starting Bid**"). The Proposal Trustee, in consultation with the Field Entities, may select the bid(s) at the Auction as the Successful Bid.

27. The Proposal Trustee, with the consent of the Field Entities, shall also be entitled, but not required, to select the next highest and/or best Qualified Bid(s) received in the auction or selection process, as applicable, as a back-up bid (such offer, the "**Backup Bid**" and the Participating Bidder(s) who made the Backup Bid, the "**Backup Bidder**").

28. If no Qualified Bid (other than the Stalking Horse Transaction) has been received by the Proposal Trustee on or before the Qualified Bid deadline, then the SISP shall terminate and the Stalking Horse Transaction shall be the Successful Bid.

<u>Auction</u>

29. In the event of an Auction, the Proposal Trustee shall conduct the Auction commencing at 10:00 a.m. on July 15, 2026, by videoconference or such other reasonable means as shall be timely communicated to all entities entitled to attend at the Auction, which Auction may be adjourned by the Proposal Trustee.

30. The Auction shall run in accordance with the following procedures, which shall be adjusted accordingly in the event of any adjournment of the Auction by the Proposal Trustee:

    (a) prior to 12:00 p.m. on July 14, 2026, the Proposal Trustee shall provide all Qualified Bidders and the Stalking Horse Bidders with unredacted copies of all Qualified Bids and shall identify the Qualified Bid constituting the Starting Bid;

    (b) prior to 5:00 p.m. on July 14, 2026, each Qualified Bidder and Stalking Horse Bidders must inform the Proposal Trustee by email whether it intends to participate in the Auction (the parties who so inform the Trustee that they intend to participate are hereinafter referred to as the "**Auction Bidders**");

    (c) prior to the Auction, the Proposal Trustee shall develop a financial comparison model (the "**Comparison Model**") which will be used to compare the Starting Bid and all Subsequent Bids (as defined below) submitted during the Auction, if applicable;

    (d) during the morning of the Auction, the Proposal Trustee shall make itself available to meet with each of the Auction Bidders to review the procedures for the Auction, the mechanics of the Comparison Model, and the manner by which Subsequent Bids will be evaluated during the Auction, and the Auction shall be held immediately thereafter;

    (e) only representatives of the Auction Bidders, the Proposal Trustee, the Field Entities, the DIP Agent, and such other persons as permitted by the Proposal Trustee (and the advisors to each of the foregoing entities) are entitled to attend the Auction;

    (f) at the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder with respect to the bidding or any sale (provided that the DHC Bidder and the PAL Bidder may coordinate on the Stalking Horse Bid);

    (g) only the Auction Bidders will be entitled to make a Subsequent Bid (as defined below) at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Qualified Bidder's Qualified Bid, shall nevertheless remain fully enforceable against such

Qualified Bidder if it is selected as the Winning Bid (as defined below);

(h) all Subsequent Bids presented during the Auction shall be made and received in one virtual room and on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(i) all Auction Bidders must have at least one individual present at the Auction with authority to bind such Auction Bidder;

(j) the Proposal Trustee may employ and announce at the Auction such additional procedural rules that are reasonable in the circumstances (including but not limited to, the amount of time allotted to make a Subsequent Bid, requirements to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the Auction, provided that such rules are:

  (i) not inconsistent with these SISP procedures or general practice in insolvency proceedings; and

  (ii) disclosed to each Auction Bidder at the Auction;

(k) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (each, a "**Subsequent Bid**") that the Proposal Trustee, utilizing the Comparison Model, determines is:

  (i) for the first round, a higher or otherwise better offer than the Starting Bid;

  (ii) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below),

in each case by at least the minimum incremental overbid of at least $150,000. After the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the bid (including the value and material terms thereof) that it believes to be the highest or otherwise best offer (in each round, the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

(l) to the extent not previously provided (which shall be determined by the Proposal Trustee), an Auction Bidder submitting a Subsequent Bid must submit, at the Proposal Trustee's discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit quality support information or enhancement reasonably acceptable to the Proposal Trustee), demonstrating such Auction Bidder's ability to close the transaction proposed by the Subsequent Bid;

(m) the Proposal Trustee reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction of not more than 24 hours each, to among other things: (i) facilitate discussions between the Trustee and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Proposal Trustee with such additional evidence as the Proposal Trustee, in its reasonable business judgment, may require, that the Auction Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing overbid amount;

(n) if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed;

(o) the Auction shall be closed within two (2) business days of the start of the Auction unless otherwise extended by the Proposal Trustee; and

(p) no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

31. At the end of the Auction, the Proposal Trustee shall select the winning bid (the "**Winning Bid**"). Once a definitive agreement has been negotiated and settled in respect of the Winning Bid as selected by the Trustee (the "**Selected Superior Offer**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "Successful Bid" hereunder and the person(s) who made the Selected Superior Offer shall be the "Successful Bidder" hereunder. If the Successful Bidder is a bidder other than the Stalking Horse Bidders, the Stalking Horse Bidders shall be entitled to receive the Break Fee and the Expense Reimbursement, immediately at closing, from the Successful Bidder's payment of cash at closing.

Approval Motion for Successful Bid

32. The Field Entities will apply to the Court (the "**Approval Motion**") for an Approval Order approving the Successful Bid and authorizing the Field Entities, in consultation with the Proposal Trustee, to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid, and may make any application to any other court of competent jurisdiction considered by the Field Entities, in consultation with the Proposal Trustee, to be necessary or appropriate to give effect to the Successful Bid.

33. The Approval Motion will be held on a date to be scheduled by the Court upon request by the Field Entities.

34. Unless and until the Successful Bid is approved by the Court, it shall not be deemed accepted by the Field Entities.

35. All Qualified Bids (other than the Successful Bid and the Backup Bid) will be deemed rejected on the date of approval of the Successful Bid by the Court, save and except that the Field Entities' obligation to pay any Break Fee and Expense Reimbursement to the Stalking Horse Bidders—if it is not the Successful Bidder—shall remain in full force and effect until paid in full.

36. If a Backup Bid is identified in accordance with this SISP, then such Backup Bid shall remain open until the consummation of the transaction contemplated by the Successful Bid (the "**Backup Bid Expiration Date**"), at which time the Backup Bid will be deemed rejected. For greater certainty, this paragraph 36 does not apply in respect of the Stalking Horse Transaction.

37. If the Proposal Trustee selects the Stalking Horse Transaction as the Backup Bid, then such Backup Bid shall expire if (in either case, being the "**Stalking Horse Backup Bid Expiration Date**"):

    (a) the Court does not approve the Successful Bid within two weeks of the Proposal Trustee selecting the Successful Bid, subject to Court availability, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period; or

    (b) the transaction contemplated by the Successful Bid does not close within two weeks of the Court approving the Successful Bid, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period.

38. Subject to paragraph 37 herein, if following approval of the Successful Bid by the Court, the Successful Bidder fails to consummate the transaction for any reason, then the Backup Bid, if there is one, will be deemed to be the Successful Bid and the Field Entities shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, and further approval of the Court.

<u>Deadlines and Returning to Court</u>

39. The Proposal Trustee, the Field Entities and the Stalking Horse Bidders may seek advice and directions from the Court in relation to all matters associated with the implementation of the SISP.

40. Furthermore, at any time during the SISP, if the Field Entities or the Proposal Trustee determines it is appropriate to do so, the Field Entities or the Proposal Trustee may apply to the Court for advice and directions with respect to the discharge of their respective power and duties hereunder, to seek approval to terminate the SISP, or to seek advice and directions with respect to the SISP or any proposal received.

41. Subject to the terms of the SISP Order, the Proposal Trustee shall have the right to modify the SISP in consultation with the Field Entities (although the extension of any timeline provided herein may only be made with the consent of the Field Entities and the DIP Agent, acting reasonably) if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in the

proposal proceedings and the Participating Bidders shall be advised of any substantive modification to the procedures set forth herein.

Deposits

42. All Deposits will be retained by the Proposal Trustee and deposited in a trust account. If there is a Successful Bid, the Deposit, if any, paid by the Successful Bidder whose Qualified Bid is approved at the Approval Motion will be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Bidders not selected as the Successful Bidder or Backup Bidder will be returned to such bidders within 5 Business Days[5] of the date upon which the Successful Bid is approved by the Court (and, for greater certainty, the Field Entities shall be entitled to continue to hold the Deposit in respect of the Backup Bid until the Backup Bid Expiration Date).

43. If a Successful Bidder or Backup Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty, without limiting any other claims or actions that the Field Entities may have against such Successful Bidder or Backup Bidder and/or their affiliates.

Approvals

44. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the SISP Order or any other statute or as otherwise required at law in order to implement a Successful Bid.

No Contract

45. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Field Entities, the CRO, the Proposal Trustee, and any bidder, other than as specifically set forth in a definitive agreement that may be signed in respect of the Property or the Business.

46. Without limiting the preceding paragraph, neither the Field Entities, the CRO nor the Proposal Trustee shall have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Participating Bidder, and persons submitting a Qualified Bid, the Field Entities, or any other creditor or other stakeholder of the Field Entities, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result of the gross negligence or willful misconduct of the Field Entities, the CRO or Proposal Trustee, as applicable. By submitting a Bid, each Potential Bidder, Participating Bidder, and person submitting a Qualified Bid shall be deemed to have agreed that it has no claim against the Field Entities or Proposal Trustee for any reason whatsoever, except to the extent that such claim is the result of gross negligence or willful misconduct of the Field Entities or Proposal Trustee, as applicable.

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[5] "**Business Day**" means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.

Costs and Expenses

47. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a transaction. For greater certainty, nothing in this paragraph 47 shall limit or affect the Stalking Horse Bidders' right to receive the Break Fee and Expense Reimbursement in accordance with the terms of the Stalking Horse Agreement.

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC.

Court No.: [X]
Estate No.: [X]

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION EAST LTD.

Court No.: [X]
Estate No.: [X]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

ORDER
(Sale and Investment Solicitation Process)

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7
Tel: (416) 304-1616

Rachel Nicholson (LSO# 68348V)
Email: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Email: djalili@tgf.ca

Lawyers for the Field Entities

Schedule 4.6
Disclosed Licenses

The Sellers have not granted any licenses, sublicenses or other rights to any Person to use any of the DHC Transferred STCs, the PAL Transferred STCs, the DHC Transferred IP or the PAL Transferred IP. However, from time-to-time the Sellers have granted limited data rights to customers to specific drawings in order to conduct a repair/modification on a specific aircraft or the installation of a Seller supplied kit on specific aircraft. In these cases, there are no rights to use the data other than for the specific purpose, and all such rights have expired.

Schedule 4.7
Disclosed Royalties

1. Royalties in the amount of US$20,000 per aircraft payable to DHC pursuant to the DLA-1995 (Long Range Fuel) dated February 1, 2012 (as amended).

This is Exhibit "F" referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario,
this 17th day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

BY-LAW NO. 1

A by-law relating generally to the
transaction of the business and
affairs of

FIELD AVIATION COMPANY INC.

Contents

BE IT ENACTED as a by-law of the Corporation as follows:

TABLE OF CONTENTS

SECTION ONE

INTERPRETATION

1.01 Definitions. - In the by-laws of the Corporation, unless the context otherwise requires:

"Act" means the *Business Corporations Act* (Alberta), or any statute that may be substituted therefor, as from time to time amended;

"appoint" includes "elect" and vice versa;

"articles" means the articles attached to the Certificate of Amalgamation of the Corporation as from time to time amended or restated;

"board" means the board of directors of the Corporation;

"by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

"cheque" includes a draft;

"Corporation" means the corporation amalgamated under the Act by the said certificate to which the articles are attached and named "FIELD AVIATION COMPANY INC.";

"meeting of shareholders" includes an annual meeting of shareholders and a special meeting of shareholders;

"recorded address" has the meaning set forth in section 11.08;

"Regulations" means the Regulations under the Act as published or from time to time amended and every regulation that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the Corporation to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations; and

"special meeting of shareholders" includes a meeting of any class or classes of shareholders and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders.

Except as defined above, words and expressions defined in the Act and the Regulations, including "resident Canadian" and "unanimous shareholder agreement", have the same meanings when used herein. Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing a person include an individual, partnership, association, body corporate, trustee, executor, administrator and legal representative.

SECTION TWO

BUSINESS OF THE CORPORATION

2.01 Registered Office. - The registered office of the Corporation shall be at the place within the Province of Alberta as is specified in the notice thereof filed with the articles and thereafter as the board may from time to time determine.

2.02 Corporate Seal. - The Corporation may have one or more different corporate seals, which seals may be adopted or changed from time to time by the board.

2.03 Financial Year. - The financial year of the Corporation shall end on such date as may be determined by the directors from time to time.

2.04 Execution of Instruments. - Deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by two persons, one of whom holds the office of chairman of the board, managing director, president, vice-president or director and the other of whom holds one of the said offices or the office of secretary, treasurer, assistant secretary or assistant treasurer or any other office created by by-law or by the board. In addition, the board or the said two persons may from time to time direct the manner in which and the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal to any instrument requiring the same.

2.05 Banking Arrangements. - The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time prescribe.

2.06 Voting Rights in Other Bodies Corporate. - The signing officers of the Corporation under section 2.04 may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation. Such instruments shall be in favour of such persons as may be determined by the officers executing or arranging for them. In addition, the board may from time to time direct the manner in which and the persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 Divisions. - The board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon a basis, including without limitation types of business or operations, geographical territories, product lines or goods or services, as may be considered appropriate in each case. In connection with any such division the board or, subject to any direction by the board, the chief executive officer, may authorize from time to time, upon such basis as may be considered appropriate in each case:

(a) Subdivision and Consolidation - the further division of the business and operations of any division into sub-units and the consolidation of the business and operations of any divisions and sub-units;

(b) Name - the designation of any division or sub-unit by, and the carrying on of the business and operations of any division or sub-unit under, a name other than the name of the Corporation; provided that the Corporation shall set out its name in legible characters in all places required by law; and

(c) Officers - the appointment of officers for any division or sub-unit, the determination of their powers and duties, and the removal of any officers so appointed, provided that any such officers shall not by reason of their being officers of a division or sub-unit, be officers of the Corporation.

SECTION THREE

BORROWING AND SECURITY

3.01 Borrowing Power. - Without limiting the borrowing powers of the Corporation as set forth in the Act, but subject to the articles and any unanimous shareholder agreement, the board may from time to time on behalf of the Corporation, without authorization of the shareholders:

(a) borrow money upon the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantee of the Corporation, whether secured or unsecured;

(c) to the extent permitted by the Act, give a guarantee on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation including book debts, rights, powers, franchises and undertakings, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness, liability or obligation of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 Delegation. - The board may from time to time delegate to a committee of the board, a director or an officer of the Corporation or any other person as may be designated by the board all or any of the powers conferred on the board by section 3.01 or by the Act to such extent and in such manner as the board may determine at the time of such delegation.

SECTION FOUR

DIRECTORS

4.01 Number of Directors. - Until changed in accordance with the Act, the board shall consist of not fewer than the minimum number and not more than the maximum number of directors provided in the articles.

4.02 Qualification. - No person shall be qualified for election as a director if he is less than 18 years of age; if he is a dependent adult as defined in the *Dependent Adults Act* (Alberta) or is the subject of a certificate of incapacity under that Act, is a formal patient as defined in *The Mental Health Act* (Alberta), is the subject of an order under *The Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his person or estate or both, or has been found to be a person of unsound mind by a court in Alberta or elsewhere; if he is not an individual; or if he has the status of a bankrupt. A director need not be a shareholder. At least one-quarter (1/4) of the directors shall be resident Canadians, or if the number of directors is fewer than four, at least one director shall be a resident Canadian

4.03 Election and Term. - The election of directors shall take place at each annual meeting of shareholders and all the directors then in office shall retire but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors then in office unless the directors otherwise determine. Where the shareholders adopt an amendment to the articles to increase the number or minimum number of directors, the shareholders may, at the meeting at which they adopt the amendment, elect the additional number of directors authorized by the amendment. The election shall be by resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 Removal of Directors. - Subject to the Act or a unanimous shareholders agreement, the shareholders may by resolution passed at a meeting of shareholders specially called for such purpose remove any director from office and the vacancy created by such removal may be filled at the same meeting, failing which it may be filled by the board.

4.05 Vacation of Office. - A director ceases to hold office when: he dies; he is removed from office by the shareholders; he ceases to be qualified for election as a director; or his written resignation is sent or delivered to the Corporation, or, if a time is specified in such resignation, at the time so specified, whichever is later.

4.06 Vacancies. - Subject to the Act, a quorum of the board may appoint a qualified individual to fill a vacancy in the board.

4.07 Action by the Board. - Subject to any unanimous shareholder agreement, the board shall manage the business and affairs of the Corporation. The powers of the board may be exercised at a meeting (subject to sections 4.08 and 4.09) at which a quorum is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the board. Where there is a vacancy in the board, the remaining directors may exercise all the powers of the board so long as a quorum remains in office.

4.08 Canadians Directors Present at Meetings. - Subject to the Act, the board shall not transact business at a meeting, other than filling a vacancy in the board, unless at least one-quarter (1/4) of the directors present are resident Canadians, or if the Corporation has fewer than four directors, at least one of the directors present is a resident Canadian, except where:

(a) a resident Canadian director who is unable to be present approves in writing or by electronic, telephone or other communications facilities the business transacted at the meeting; and

(b) the number of resident Canadian directors present at the meeting, together with any resident Canadian director who gives his approval under clause (a), totals at least one-quarter (1/4) of the directors present at the meeting.

4.09 Meeting by Telephone. - A director may participate in a meeting of the board or of a committee of the board by means of electronic, telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

4.10 Place of Meetings. - Meetings of the board may be held at any place in or outside Alberta.

4.11 Calling of Meetings. - Meetings of the board shall be held from time to time at such time and at such place as the board, the chairman of the board, the managing director, the president or any two directors may determine.

4.12 Notice of Meeting. - Notice of the time and place of each meeting of the board shall be given in the manner provided in Section Eleven to each director not less than 48 hours before the time when the meeting is to be held. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified, including, if required by the Act, any proposal to:

(a) submit to the shareholders any question or matter requiring approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities, except in the manner and on the terms authorized by the directors;

(d) declare dividends;

(e) purchase, redeem or otherwise acquire shares issued by the Corporation, except in the manner and on the terms authorized by the directors;

(f) pay a commission for the sale of shares;

(g) approve a management proxy circular;

(h) approve any annual financial statements; or

(i) adopt, amend or repeal by-laws.

4.13 First Meeting of New Board. - Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

4.14 Adjourned Meeting. - Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.15 Regular Meetings. - The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.16 Chairman. - The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: chairman of the board, managing director or president. If no such officer is present, the directors present shall choose one of their number to be chairman.

4.17 Quorum. - Subject to section 4.08, the quorum for the transaction of business at any meeting of the board shall be a majority of directors or such greater number of directors as the board may from time to time determine. Where the Corporation has a board consisting of only one director, that director may constitute a meeting.

4.18 Votes to Govern. - At all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes the chairman of the meeting shall not be entitled to a second or casting vote.

4.19 Conflict of Interest. - A director who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or material transaction or proposed material contract or proposed material transaction with the Corporation shall disclose the nature and extent of his interest at the time and in the manner provided by the Act. Any such contract or transaction or proposed contract or transaction shall be referred to the board or shareholders for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the board or shareholders. Such a director shall not vote on any resolution to approve any such contract or transaction or proposed contract or transaction except as permitted by the Act.

4.20 Remuneration and Expenses. - Subject to any unanimous shareholder agreement, the directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

SECTION FIVE

COMMITTEES

5.01 Committees of the Board. - The board may appoint one or more committees of the board, however designated, and delegate to any such committee any of the powers of the board except those which pertain to items which, under the Act, a committee of the board has no authority to exercise. At least half of the members of any such committee shall be resident Canadians.

5.02 Transaction of Business. - The powers of a committee of the board may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada.

5.03 Advisory Bodies. - The board may from time to time appoint such advisory bodies as it may deem advisable.

5.04 Procedure. - Unless otherwise determined by the board, each committee and advisory body shall have power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION SIX

OFFICERS

6.01 Appointment. - Subject to any unanimous shareholder agreement, the board may from time to time appoint a president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. One person may hold more than one office. The board may specify the duties of and, in accordance with this by-law and subject to the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Subject to sections 6.02 and 6.03, an officer may but need not be a director.

6.02 Chairman of the Board. - The board may from time to time also appoint a chairman of the board who shall be a director. If appointed, the board may assign to him any of the powers and duties that are, by any provisions of this by-law, assigned to the president or vice president; and he shall have such other powers and duties as the board may specify.

6.03 President. - The board may from time to time also appoint a president. If appointed, he shall be the chief executive officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation; and he shall have such other powers and duties as the board may specify. During the absence or disability of the president, or if no president has been appointed, the vice president shall also have the powers and duties of that office.

6.04 Vice President. - The board may from time to time also appoint a vice president. If appointed, he may also be appointed the chief operating officer and, subject to the authority of the board, shall have such powers and duties as the board may specify. During the absence or disability of the president, he shall also have the powers and duties of that office.

6.05 Secretary. - The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, records and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as otherwise may be specified.

6.06 Treasurer. - The treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board whenever required an account of all his transactions as treasurer and of the financial position of the Corporation; and he shall have such other powers and duties as otherwise may be specified.

6.07 Powers and Duties of Officers. - The powers and duties of all officers shall be such as the terms of their engagement call for or as the board or (except for those whose powers and duties are to be specified only by the board) the chief executive officer may specify. The board and (except as aforesaid) the chief executive officer may, from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the chief executive officer otherwise directs.

6.08 Term of Office. - The board, in its discretion, may remove any officer of the Corporation. Otherwise each officer appointed by the board shall hold office until his successor is appointed or until his earlier resignation.

6.09 Agents and Attorneys. - The Corporation, by or under the authority of the board, shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers (including the power to subdelegate) of management, administration or otherwise as may be thought fit.

6.10 Conflict of Interest. - An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with section 4.19.

SECTION SEVEN

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 Limitation of Liability. - Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune which shall happen in the execution of the duties of his office or in relation thereto; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

7.02 Indemnity. - Subject to the Act, the Corporation shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful. The Corporation may also indemnify such person in such other circumstances as the Act or law permits. Nothing in this by-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law.

SECTION EIGHT

SHARES

8.01 Allotment of Shares. - Subject to the Act, the articles and any unanimous shareholder agreement, the board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such times and to such persons and for such consideration as the board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 Commissions. - The board may from time to time authorize the Corporation to pay a reasonable commission to any person in consideration of his purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 Registration of Transfers. - Subject to the Act, no transfer of a share shall be registered in a securities register except upon presentation of the certificate representing such share with an endorsement which complies with the Act made thereon or delivered therewith duly executed by an appropriate person as provided by the Act, together with such reasonable assurance that the endorsement is genuine and effective as the board may from time to time prescribe, upon payment of all applicable taxes and any reasonable fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in section 8.09.

8.04 Non-recognition of Trusts. - Subject to the Act, the Corporation may treat the registered holder of any share as the person exclusively entitled to vote, to receive notices, to receive any dividend or other payment in respect of the share, and otherwise to exercise all the rights and powers of an owner of the share.

8.05 Share Certificates. - Every holder of one or more shares of the Corporation shall be entitled, at his option, to a share certificate, or to a non-transferable written certificate of acknowledgement of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register.

Such certificates shall be in such form as the board may from time to time approve. Any such certificate shall be signed in accordance with section 2.04 and need not be under the corporate seal.

8.06 Replacement of Share Certificates. - The board or any officer or agent designated by the board may in its or his discretion direct the issue of a new share or other such certificate in lieu of and upon cancellation of a certificate that has been mutilated or in substitution for a certificate claimed to have been lost, destroyed or wrongfully taken on payment of such reasonable fee and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board may from time to time prescribe, whether generally or in any particular case.

8.07 Joint Shareholders. - If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such share.

8.08 Deceased Shareholders. - In the event of the death of a holder, or of one of the joint holders, of any share, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make any dividend or other payments in respect thereof except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.09 Lien for Indebtedness. - If the articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to the articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, the Corporation may refuse to register a transfer of the whole or any part of such shares.

SECTION NINE

DIVIDENDS AND RIGHTS

9.01 Dividends. - Subject to the Act, the board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation. Any dividend unclaimed after a period of 6 years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

9.02 Dividend Cheques. - A dividend payable in money shall be paid by cheque to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

9.03 Record Date for Dividends and Rights. - The board may fix in advance a date, preceding by not more than 50 days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of the right to subscribe for securities of the Corporation, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, and notice of any such record date shall be given not less than 7 days before such record date in the manner provided by the Act. If no record date is so fixed, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

SECTION TEN

MEETINGS OF SHAREHOLDERS

10.01 Annual Meetings. - The annual meeting of shareholders shall be held at such time in each year and, subject to section 10.03, at such place as the board, the chairman of the board, the managing director or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 Special Meetings. - The board, the chairman of the board, the managing director or the president shall have power to call a special meeting of shareholders at any time.

10.03 Place of Meetings. - Meetings of shareholders shall be held at the registered office of the Corporation or elsewhere in the municipality in which the registered office is situate or, if the board shall so determine, at some other place in Alberta or, if all the shareholders entitled to vote at the meeting so agree, at some place outside Alberta.

10.04 Meeting by Electronic Means. - If the directors or the shareholders of a Corporation call a meeting of shareholders pursuant to the Act, the directors or shareholders, as the case may be, may determine that the meeting shall be held, in accordance with the Act, entirely by electronic means, telephone, or other communication facility that permits all participants to communicate adequately with each other during the meeting.

10.05 Participation in Meeting by Electronic Means. - Any person entitled to attend a meeting of shareholders may participate in the meeting, in accordance with the Act, by electronic means, telephone, or other communication facility that permits all participants to hear or otherwise communicate adequately with each other during the meeting, if the Corporation makes available such a communication facility. A person participating in a meeting by such means is deemed for the purposes of the Act to be present at the meeting.

10.06 Notice of Meetings. - Notice of the time and place of each meeting of shareholders shall be given in the manner provided in Section Eleven not less than 21 nor more than 50 days before the date of the meeting to each director, to the auditor, and to each shareholder who at the close of business on the record date for notice is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and reappointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting.

10.07 List of Shareholders Entitled to Notice. - The Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder entitled to vote at the meeting. If a record date for the meeting is fixed pursuant to section 10.08, the shareholders listed shall be those registered at the close of business on such record date. If no record date is fixed, the shareholders listed shall be those registered at the close of business on the day immediately preceding the day on which notice of the meeting is given or, where no such notice is given, on the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the records office of the Corporation or at the place where the central securities register is maintained and at the meeting for which the list was prepared. Where a separate list of shareholders has not been prepared, the names of persons appearing in the securities register at the requisite time as the holder of one or more shares carrying the right to vote at such meeting shall be deemed to be a list of shareholders.

10.08 Record Date for Notice. - If no such record date is so fixed, the record date for the determination of the shareholders entitled to receive notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given or, if no notice is given, shall be the day on which the meeting is held.

10.09 Meetings Without Notice. - A meeting of shareholders may be held without notice at any time and place permitted by the Act (a) if all the shareholders entitled to vote thereat are present in person or duly represented or if those not present or represented waive notice of or otherwise consent to such meeting being held, and (b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held, so long as such shareholders, auditors or directors present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. At such a meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Alberta, shareholders not present or duly represented, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

10.10 Chairman, Secretary and Scrutineers. - The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: managing director; president; chairman of the board; or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

10.11 Persons Entitled to be Present. - The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act or the articles or by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

10.12 Quorum. - Subject to the Act in respect of a sole shareholder, a quorum for the transaction of business at any meeting of shareholders shall be 2 persons, present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a shareholder so entitled. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the opening of any meeting of shareholders, the shareholders present or represented may adjourn the meeting to a fixed time and place but may not transact any other business.

10.13 Right to Vote. - Every person named in the list referred to in section 10.07 shall be entitled to vote the shares shown thereon opposite his name at the meeting to which such list relates, except to the extent that: (a) where the Corporation has fixed a record date in respect of such meeting, such person has transferred any of his shares after such record date or, where the Corporation has not fixed a record date in respect of such meeting, such person has transferred any of his shares after the date on which such list is prepared; and (b) the transferee, having produced properly endorsed certificates evidencing such shares or having otherwise established that he owns such shares, has demanded not later than 2 days before the meeting or any shorter period that the chairman of the meeting may permit that his name be included in such list. In any such excepted case the transferee shall be entitled to vote the transferred shares at such meeting.

10.14 Proxyholders and Representatives. - Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder and one or more alternate proxyholders, to attend and act as his representative at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act. Alternatively, every such shareholder which is a body corporate or association may authorize by resolution of its directors or governing body an individual to represent it at a meeting of shareholders and such individual may exercise on the shareholder's behalf all the powers it could exercise if it were an individual shareholder. The authority of such an individual shall be established by depositing with the Corporation a certified copy of such resolution, or in such other manner as may be satisfactory to the secretary of the Corporation or the chairman of the meeting. Any such proxyholder or representative need not be a shareholder.

10.15 Time for Deposit of Proxies. - The board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than 48 hours, excluding Saturdays and holidays, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time having been specified in such notice, it has been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

10.16 Joint Shareholders. - If two or more persons hold shares jointly, any one of them present in person or duly represented at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

10.17 Votes to Govern. - At any meeting of shareholders every question shall, unless otherwise required by the articles or by-laws or by law, be determined by a majority of the votes cast on the question. In case of an equality of votes either upon a show of hands or upon a poll, the chairman of the meeting shall not be entitled to a second or casting vote.

10.18 Show of Hands. - Subject to the Act, any question at a meeting of shareholders shall be decided by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided, and upon a show of hands every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question. Any vote referred to in this section 10.18 may be held, in accordance with the Act, partly or entirely by electronic means, telephone or other communication facility, if the Corporation makes available such a communication facility. Any person participating in a meeting of shareholders under sections 10.04 or 10.05 and entitled to vote at that meeting may vote by electronic means, telephone or other communication facility that the Corporation has made available for that purpose.

10.19 Ballots. - On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, the chairman may require a ballot or any person who is present and entitled to vote on such question at the meeting may demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken, each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.20 Adjournment. - The chairman at a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the time of adjournment. Subject to the Act, if a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

10.21 Action in Writing by Shareholders. - A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders.

10.22 Only One Shareholder. - Where the Corporation has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or duly represented constitutes a meeting.

SECTION ELEVEN

NOTICES

11.01 Method of Giving Notices. - Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the board shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid ordinary or air mail or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication or if sent to him by electronic means in accordance with the provisions of the *Electronic Transactions Act* (Alberta). A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the board in accordance with any information believed by him to be reliable.

11.02 Notice to Joint Shareholders. - If two or more persons are registered as joint holders of any share, any notice may be addressed to all such joint holders, but notice addressed to one of such persons shall be sufficient notice to all of them.

11.03 Computation of Time. - In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the day of giving the notice shall be excluded and the day of the meeting or other event shall be included, unless the computation of time is required by law to be performed differently.

11.04 Undelivered Notices. - If any notice given to a shareholder pursuant to section 11.01 is returned on two consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.05 Omissions and Errors. - The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 Persons Entitled by Death or Operation of Law. - Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.07 Waiver of Notice. - Any shareholder, proxyholder or other person entitled to attend a meeting of shareholders, director, officer, auditor or member of a committee of the board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under the Act, the regulations thereunder, the articles, the by-laws or otherwise, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board or a committee of the board which may be given in any manner.

11.08 Interpretation. - In this by-law, "recorded address" means in the case of a shareholder his address as recorded in the securities register; and in the case of joint shareholders the address appearing in the securities register in respect of such joint holding or the first address so appearing if there is more than one; and in the case of a director, officer, auditor or member of a committee of the board, his latest address as recorded in the records of the Corporation.

SECTION TWELVE

EFFECTIVE DATE

12.01 Effective Date. - This by-law shall come into force when made by the board in accordance with the Act.

The foregoing by-law was made by the directors of the Corporation effective the 27th day of April, 2012, and was confirmed without variation by the shareholders of the Corporation effective the 27th day of April, 2012.

PRESIDENT

SECRETARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN MACTAGGART
(Sworn July 17, 2026)

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

Lawyers for the Field Entities

TAB 3

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 24th
	)	
JUSTICE STEELE	)	DAY OF JULY, 2026

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. (together, the "**Field Entities**"), for an Order, among other things:

(a) approving the transactions (collectively, the "**DHC/PAL Transactions**") contemplated by a stalking horse asset purchase agreement ("**DHC/PAL Sale Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the "**DHC Purchaser**") and PAL Aerospace Ltd. (the "**PAL Purchaser**" and, together with DHC, the "**Purchasers**"), as purchasers, dated June 5, 2026, a copy of which is appended to the affidavit of John Mactaggart sworn July 17, 2026 (the "**Mactaggart Affidavit**");

(b) effective upon closing of the DHC/PAL Transactions, vesting all of the Field Entities' right, title and interest in and to: (i) the DHC Purchased Assets (as defined in the DHC/PAL Sale Agreement) in and to the DHC Purchaser, free and clear of all Liabilities and Encumbrances (both as defined below), other than the DHC Permitted Encumbrances and the DHC Assumed Liabilities (both as defined in the DHC/PAL Sale Agreement); and (ii) the PAL Purchased Assets (as defined in the DHC/PAL Sale Agreement) in and to the PAL Purchaser free and clear of all Liabilities and Encumbrances (both as defined below), other than the PAL Permitted Encumbrances and the PAL Assumed Liabilities (both as defined in the DHC/PAL Sale Agreement); and

(c) granting releases in favour of: (i) the Field Entities' directors, officers, employees, advisors; and (ii) AlixPartners Restructuring, Inc., in its capacity as proposal trustee (the "**Proposal Trustee**"), and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors, effective upon closing of the DHC/PAL Transactions

was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Mactaggart Affidavit including the exhibits attached thereto, and the second report of Proposal Trustee, to be field, and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee, the Purchasers, and such other counsel who were present and no other party appearing, although duly served as evidenced by the Certificate of Service of Ines Ferreira, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the DHC/PAL Sale Agreement or the Mactaggart Affidavit, as applicable.

APPROVAL OF THE DHC/PAL TRANSACTIONS

3. **THIS COURT ORDERS** that the DHC/PAL Transactions is hereby approved, and the execution of the DHC/PAL Sale Agreement by the Field Entities is hereby authorized and

approved, with such minor amendments as the Field Entities, the Purchasers and the Proposal Trustee may deem necessary and agree to. The Field Entities are 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 DHC/PAL Transactions and for the conveyance of the DHC Purchased Assets to the DHC Purchaser and the PAL Purchased Assets to the PAL Purchaser.

4. **THIS COURT ORDERS** that:

(a) upon the delivery of a Proposal Trustee's certificate to the Field Entities and the DHC Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's DHC Certificate**", and such time, the "**DHC Closing Time**"), all of the Field Entities' right, title and interest in and to the DHC Purchased Assets shall vest absolutely in DHC Purchaser free and clear of and from:

(i) the Excluded Liabilities (which, for greater certainty, includes all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise (collectively, "**Claims**"), but excludes the PAL Assumed Liabilities and the DHC Assumed Liabilities);

(ii) the PAL Assumed Liabilities; and

(iii) any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, or charges, including, without limiting the generality of the foregoing: (x) any encumbrances or charges created by any Order of this Court in the within proceeding, including pursuant to the Order of Justice Dietrich dated June 12, 2026; and (y) all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal*

Property Security Act (Alberta), or any other personal property registry system (all of the foregoing collectively, "**Encumbrances**"), including those Encumbrances listed on **Schedule "B"** hereto, but excluding the DHC Permitted Encumbrances,

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the DHC Purchased Assets (other than the DHC Permitted Encumbrances) are hereby expunged and discharged as against the DHC Purchased Assets; and

(b) upon the delivery of a Proposal Trustee's certificate to the Field Entities and the PAL Purchaser substantially in the form attached as **Schedule "C"** hereto (the "**Proposal Trustee's PAL Certificate**", and such time, the "**PAL Closing Time**"), all of the Field Entities' right, title and interest in and to the PAL Purchased Assets shall vest absolutely in PAL Purchaser free and clear of and from:

(i) the Excluded Liabilities;

(ii) the DHC Assumed Liabilities; and

(iii) all Encumbrances, including those Encumbrances listed on **Schedule "D"** hereto, but excluding the PAL Permitted Encumbrances,

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the PAL Purchased Assets (other than the PAL Permitted Encumbrances) are hereby expunged and discharged as against the PAL Purchased Assets.

5. **THIS COURT ORDERS** that up to the time of Closing, if PAL Purchaser notifies the Proposal Trustee and the Field Entities, in writing, that it has exercised its right to assign its rights under the DHC/PAL Sale Agreement to DHC Purchaser, then, with the necessary adaptations: (i) all references in this Order to PAL Purchaser shall be deemed to be references to DHC Purchaser; (ii) all references in this Order to PAL Purchased Assets shall be deemed to be references to DHC Purchased Assets; (iii) all references in this Order to PAL Permitted

Encumbrances shall be deemed to be references to DHC Permitted Encumbrances; (iv) all references in this Order to Proposal Trustee's PAL Certificate shall be deemed to be references to Proposal Trustee's DHC Certificate; and (v) all references in this Order to PAL Closing Time shall be deemed to be references to DHC Closing Time, all without further Order of this Court.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the DHC Purchased Assets shall stand in the place and stead of the DHC Purchased Assets, and from and after the delivery of the Proposal Trustee's DHC Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the DHC Purchased Assets with the same priority as they had with respect to the DHC Purchased Assets immediately prior to the sale, as if the DHC 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.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the PAL Purchased Assets shall stand in the place and stead of the PAL Purchased Assets, and from and after the delivery of the Proposal Trustee's PAL Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the PAL Purchased Assets with the same priority as they had with respect to the PAL Purchased Assets immediately prior to the sale, as if the PAL 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.

8. **THIS COURT ORDERS AND DIRECTS** that upon delivery of the Proposal Trustee's DHC Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Field Entities or the DHC Purchased Assets, including, without limitation, Transport Canada and the Canadian Civil Aircraft Register (collectively, the "**Governmental Authorities**"), are hereby authorized, requested and directed to accept delivery of the Proposal Trustee's DHC Certificate and a certified copy of this Order as though they were originals and, subject to regulatory approval where applicable, to register such transfers and discharges as may be required to convey to the DHC Purchaser clear title to the DHC Purchased Assets.

9. **THIS COURT ORDERS AND DIRECTS** that upon delivery of the Proposal Trustee's PAL Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities exercising jurisdiction with respect to the Field Entities or the PAL Purchased Assets are hereby authorized, requested and directed to accept delivery of the Proposal Trustee's PAL Certificate and a certified copy of this Order as though they were originals and, subject to regulatory approval where applicable, to register such transfers and discharges as may be required to convey to the PAL Purchaser clear title to the PAL Purchased Assets.

10. **THIS COURT ORDERS AND DIRECTS** that each of the Governmental Authorities shall take such steps as are necessary to give effect to the terms of this Order and the DHC/PAL Sale Agreement (irrespective if the explicit consent of any other party is required in writing or otherwise). For greater certainty, and in each case, subject to applicable regulatory approval:

(a) the presentment of this Order and the Proposal Trustee's DHC Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, as may be required to convey to or record in favour of the DHC Purchaser title to the DHC Purchased Assets; and

(b) the presentment of this Order and the Proposal Trustee's PAL Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, as may be required to convey to or record in favour of the PAL Purchaser title to the PAL Purchased Assets.

11. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's DHC Certificate and the Proposal Trustee's PAL Certificate, in each case forthwith after delivery thereof.

12. **THIS COURT ORDERS** that the Proposal Trustee may rely on written confirmation from the Field Entities and the Purchasers regarding satisfaction or waiver, as applicable, of conditions to closing under the DHC/PAL Sale Agreement and shall incur no liability with

respect to the delivery of the Proposal Trustee's DHC Certificate or the Proposal Trustee's PAL Certificate.

13. **THIS COURT ORDERS** that except as expressly contemplated in the DHC/PAL Sale Agreement and subject to the assignment of such contracts either on their terms, agreement on the counterparty, or Court order, in each case received prior to Closing, all such contracts that form part of the DHC Purchased Assets (collectively, the "**DHC Assumed Contracts**") or the PAL Purchased Assets (collectively, the "**PAL Assumed Contracts**") will, subject to the assignment of such contracts as applicable, be and remain in full force and effect upon and following the DHC Closing Time and the PAL Closing Time, respectively, and no Person who is a party to a DHC Assumed Contract or a PAL Assumed Contract, as applicable, may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the DHC Closing Time or the PAL Closing Time, as applicable, and is not continuing that would have entitled such person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Field Entities, or any of their affiliates);

(b) the insolvency of the Field Entities, or any of their affiliates, or the fact that the within proceedings were commenced in respect of the Field Entities; or

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the DHC/PAL Sale Agreement or to effect the DHC/PAL Transactions, or the provisions of this Order, or of any other Order of this Court in this proceeding.

14. **THIS COURT ORDERS** that, as of the DHC Closing Time and the PAL Closing Time, as applicable, all persons shall be deemed to have waived any and all defaults of the Field Entities then existing or previously committed by the Field Entities, or caused by the Field Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or

implied, in any DHC Assumed Contract or PAL Assumed Contract, as applicable, arising directly or indirectly from the insolvency of the Field Entities or their affiliates, the commencement of the within proceedings, the DHC/PAL Sale Agreement or the DHC/PAL Transactions, including, without limitation, any of the matters or events listed in paragraph 13 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a DHC Assumed Contract or a PAL Assumed Contract, as applicable, shall be deemed to have been rescinded and of no further force or effect.

15. **THIS COURT ORDERS** that from and after the DHC Closing Time and the PAL Closing Time, as applicable, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against: (i) the DHC Purchaser relating in any way to the Excluded Liabilities, the PAL Assumed Liabilities, and/or any Encumbrances (other than the DHC Permitted Encumbrances); and (ii) the PAL Purchaser relating in any way to the Excluded Liabilities, the DHC Assumed Liabilities, and/or any Encumbrances (other than the PAL Permitted Encumbrances).

16. **THIS COURT ORDERS** that, 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 any of the Field Entities and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Field Entities;

the entering into of the DHC/PAL Sale Agreement, the vesting of all right, title and interest in and to the DHC Purchased Assets in the DHC Purchaser, the vesting of all right, title and interest in and to the PAL Purchased Assets in the PAL Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Field Entities and shall not be void or voidable by creditors of the Field Entities, nor shall it constitute nor be deemed to be a 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.

17. **THIS COURT ORDERS** that the Field Entities, the Purchasers, the Proposal Trustee and any other interested party, shall be at liberty to apply to this Court for further advice, assistance and direction 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 DHC/PAL Transactions.

RELEASES

18. **THIS COURT ORDERS** that effective on the DHC Closing Time and the PAL Closing Time, whichever later, each of (a) the Field Entities' current and former directors, officers, employees, consultants, legal counsel and advisors, including for greater certainty, the CRO; and (b) the Proposal Trustee and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors (collectively, the "**Released Parties**") shall be deemed to be forever and irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, breach of trust claims or claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) (collectively, the "**Claims**") based in whole or in part on any act or omission, transaction, dealing, or other, occurrence existing or taking place prior to the DHC Closing Time or PAL Closing Time, whichever later, or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of: (i) the business, operations, assets, property and affairs of the Field Entities wherever or however conducted or governed, (ii) the administration and/or management of the Field Entities and the NOI Proceedings; or (iii) the DHC/PAL Sale Agreement, any agreement, document, instrument, matter or transaction involving the Field Entities arising in connection with or pursuant to any of

the foregoing, and/or the consummation of the DHC/PAL Transactions (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar (i) any Claim that is not permitted to be released pursuant to applicable law (including sections 50(14) or 178(1) of the BIA); (ii) any Claim with respect to an act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud or wilful misconduct; (iii) any post-closing obligations of any of the Released Parties under or pursuant to the DHC/PAL Sale Agreement, the DHC/PAL Transactions or any other agreement, document, instrument, matter or transaction involving the Field Entities entered into pursuant to the DHC/PAL Sale Agreement or the DHC/PAL Transactions; (iv) any Claims expressly preserved by United Kingdom Research and Innovation ("**UKRI**") pursuant to the Asset Retrieval Agreement made as of July 7, 2026 between the Field Entities and UKRI and appended as Exhibit "C" to the Mactaggart Affidavit, or (v) any Claims that may be asserted under sections 95 and 96 of the BIA in respect of the Field Entities, all such Claims being expressly excluded from the Released Claims.

19. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this Order, nothing in this Order shall release, waive, discharge, bar or otherwise affect any rights or claims available under any of the Field Entities' applicable directors' and officers' liability insurance policy (an "**Insured Claim**"). To the extent that an Insured Claim is otherwise a Released Claim, any recovery in respect of an Insured Claim shall be limited to the proceeds available under the applicable insurance policy, and no recovery in respect of an Insured Claim shall be available against any Released Party personally. For greater certainty, nothing in this paragraph shall permit any recourse, enforcement or recovery against any Released Party in respect of a Released Claim beyond the proceeds available under the applicable insurance policy, and nothing herein shall prejudice, compromise, release or otherwise affect any rights or defences of any insurer with respect to its obligations under any applicable insurance policy.

GENERAL

20. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

Schedule "A" – Form of Proposal Trustee's DHC Certificate

Court File No. BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

PROPOSAL TRUSTEE'S DHC CERTIFICATE

RECITALS

A. On June 5, 2026, Field Aviation Company Inc. and Field Aviation East Ltd. (together, the "**Field Entities**"), through the proposal trustee, AlixPartners Restructuring, Inc. (in such capacity, the "**Proposal Trustee**"), each filed a notice of intention to make a proposal with the official receiver, in accordance with section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B 3.

B. Pursuant to an Order of the Court dated June 12, 2026, the Court approved the stalking horse asset purchase agreement made as of June 5, 2026, (the "**DHC/PAL Sale Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the "**DHC Purchaser**") and PAL Aerospace Ltd. (together with the DHC Purchaser, the "**Purchasers**"), as purchasers and provided for, among other things, the vesting in the DHC Purchaser of all of the Field Entities' right, title and interest in and to the DHC Purchased Assets, which vesting is effective with respect to the DHC Purchased Assets upon the delivery by the Proposal Trustee to the Purchasers and the Field Entities of a certificate confirming: (i) the payment by the DHC Purchaser of the DHC Purchase Price; (ii) written confirmation from the Field Entities and the DHC Purchaser that all conditions to Closing in favour of the Field Entities and the DHC Purchaser, respectively, as set out in Article 8 of the DHC/PAL Sale Agreement, have been satisfied or waived by the Field Entities and the DHC Purchaser, as applicable.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the DHC Purchaser has paid, and the Proposal Trustee has received, the DHC Purchase Price for the DHC Purchased Assets payable on the Closing Date pursuant to the DHC/PAL Sale Agreement; and

2. the Proposal Trustee has received written confirmations from the Field Entities and the DHC Purchaser that all conditions to Closing in favour of the Field Entities and the DHC Purchaser, respectively, as set out in Article 8 of the DHC/PAL Sale Agreement, have been satisfied or waived by the Field Entities and the DHC Purchaser, as applicable.

This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

AlixPartners Restructuring, Inc., in its capacity as proposal trustee of Field Aviation Company Inc. and Field Aviation East Ltd., and not in its personal capacity

Per: ______________________________

Name:

Title:

Schedule "B"

Claims to be Deleted and Expunged (DHC Purchaser)

Jurisdiction	**Personal Property Security Registration No(s.)**	**Secured Party**	**Field Entity**
Ontario	20230914 1101 1532 7348	VW Credit Canada Inc.	Field Canada
Ontario	20210106 1147 1590 0758 (renewed by Registration No. 20250821 1440 1901 9276)	Wells Fargo Bank, National Association, as Agent	Field Canada
Alberta	21010606796 (renewed by Registration No. 25082112915)	Wells Fargo Bank, National Association, as Agent	Field Canada
Alberta	26060201596 (amended by Registration No. 26060228329)	Wells Fargo Bank, National Association, as Agent	Field East
Alberta	20260602 0851 1590 2773 (amended by Registration No. 20260602 1428 1590 2877)	Wells Fargo Bank, National Association, as Agent	Field East

Schedule "C"

Form of Proposal Trustee's PAL Certificate

Court File No. BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

PROPOSAL TRUSTEE'S PAL CERTIFICATE

RECITALS

A. On June 5, 2026, Field Aviation Company Inc. and Field Aviation East Ltd. (together, the "**Field Entities**"), through the proposal trustee, AlixPartners Restructuring, Inc., (in such capacity, the "**Proposal Trustee**"), each filed a notice of intention to make a proposal with the official receiver, in accordance with section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B 3.

B. Pursuant to an Order of the Court dated June 12, 2026, the Court approved the stalking horse asset purchase agreement made as of June 5, 2026, (the "**DHC/PAL Sale Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited (the "**DHC Purchaser**") and PAL Aerospace Ltd. (the "**PAL Purchaser**", and together with the DHC Purchaser, the "**Purchasers**"), as purchasers and provided for, among other things, the vesting in the PAL Purchaser of all of the Field Entities' right, title and interest in and to the PAL Purchased Assets, which vesting is effective with respect to the PAL Purchased Assets upon the delivery by the Proposal Trustee to the Purchasers and the Field Entities of a certificate confirming: (i) the payment by the PAL Purchaser of the PAL Purchase Price; (ii) written confirmation from the Field Entities and the PAL Purchaser that all conditions to Closing in favour of the Field Entities and the PAL Purchaser, respectively, as set out in Article 8 of the DHC/PAL Sale Agreement, have been satisfied or waived by the Field Entities and the PAL Purchaser, as applicable.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the PAL Purchaser has paid, and the Proposal Trustee has received, the PAL Purchase Price for the PAL Purchased Assets payable on the Closing Date pursuant to the DHC/PAL Sale Agreement; and

2. the Proposal Trustee has received written confirmations from the Field Entities and the PAL Purchaser that all conditions to Closing in favour of the Field Entities and the PAL Purchaser, respectively, as set out in Article 8 of the DHC/PAL Sale Agreement, have been satisfied or waived by the Field Entities and the PAL Purchaser, as applicable.

This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

AlixPartners Restructuring, Inc., in its capacity as proposal trustee of Field Aviation Company Inc. and Field Aviation East Ltd., and not in its personal capacity

Per: ______________________________

Name:

Title:

Schedule "D"

Claims to be Deleted and Expunged (PAL Purchaser)

Jurisdiction	**Personal Property Security Registration No(s.)**	**Secured Party**	**Field Entity**
Ontario	20230914 1101 1532 7348	VW Credit Canada Inc.	Field Canada
Ontario	20210106 1147 1590 0758 (renewed by Registration No. 20250821 1440 1901 9276)	Wells Fargo Bank, National Association, as Agent	Field Canada
Alberta	21010606796 (renewed by Registration No. 25082112915)	Wells Fargo Bank, National Association, as Agent	Field Canada
Alberta	26060201596 (amended by Registration No. 26060228329)	Wells Fargo Bank, National Association, as Agent	Field East
Alberta	20260602 0851 1590 2773 (amended by Registration No. 20260602 1428 1590 2877)	Wells Fargo Bank, National Association, as Agent	Field East

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

APPROVAL AND VESTING ORDER

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: (416) 304-1616

Rachel Nicholson (LSO# 68348V)
Email: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Email: djalili@tgf.ca

Lawyers for the Field Entities

TAB 4

Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 24th
	)	
JUSTICE STEELE	)	DAY OF JULY, 2026

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

ANCILLARY ORDER

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. (together, the "**Field Entities**"), for an Order, among other things, (i) extending the time for the Field Entities to file a proposal under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and the corresponding stay of proceedings, (ii) approving a distribution to Wells Fargo Capital Finance Corporation Canada and Wells Fargo Bank, National Association (together, "**Wells**") on account of their secured indebtedness, (iii) declaring that this NOI Proceeding is a proceeding to which the *Wage Earner Protection Program Act* ("**WEPPA**") applies, (iv) approving an asset retrieval and limited release agreement (the "**Asset Retrieval Agreement**") between United Kingdom Research and Innovation ("**UKRI**") and Field Canada, (v) approving the A&R Data Transfer Agreement (as defined below), (vi) approving the first report dated June 10, 2026 (the "**First Report**") and the second report, to be field (the "**Second Report**") of AlixPartners Restructuring, Inc., in its capacity as proposal trustee (the "**Proposal Trustee**"), and the activities described therein, and (vii) approving the fees and disbursements of the Proposal

Trustee and its counsel as described in the Second Report, was heard via judicial video-conference this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Mactaggart sworn July 17, 2026 ("**Mactaggart Affidavit**"), the exhibits attached thereto, and the Second Report, and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee and such other counsel who were present and no other party appearing, although duly served as evidenced by the Certificate of Service of Ines Ferreira, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Mactaggart Affidavit or the Second Report, as applicable.

EXTENSION OF PROPOSAL PERIOD AND STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that the time for the Field Entities to file a proposal with the Official Receiver, and the attendant stay of proceedings, be and is hereby extended to October 3, 2026, pursuant to section 50.4(9) of the BIA.

APPROVAL OF ASSET RETRIEVAL AGREEMENT

4. **THIS COURT ORDERS** that the Asset Retrieval Agreement attached as Exhibit "C" to the Mactaggart Affidavit, including all steps taken by Field Canada in connection therewith, is hereby ratified and approved, *nunc pro tunc*, and Field Canada is authorized to perform its obligations set out therein.

A&R DATA TRANSFER AGREEMENT

5. **THIS COURT ORDERS** that the A&R Data Transfer Agreement between Field Canada, FR Aviation Limited trading as Draken ("**Draken**") and Wells Fargo Bank, National Association dated June 29, 2026 (the "**A&R Data Transfer Agreement**"), substantially in the form attached as Exhibit "B" to the Mactaggart Affidavit (which replaces and supersedes the Data Transfer Agreement dated June 5, 2026, approved by this Court pursuant to the Order dated June 12, 2026), is hereby ratified and approved.

6. **THIS COURT ORDERS** that the Field Entities are authorized, *nunc pro tunc*, to execute, deliver and perform their obligations under the A&R Data Transfer Agreement, and to take such additional steps and execute such additional documents as may be necessary or desirable to give effect thereto.

EMPLOYEES OF FIELD CANADA MEET CRITERIA UNDER WEPPA

7. **THIS COURT ORDERS AND DECLARES** that pursuant to sections 5(1)(b)(iv) and 5(5) of the WEPPA, Field Canada meets the criteria prescribed by section 3.2 of the WEPP Regulations, and Field Canada's employees whose employment has ended in connection with the NOI Proceeding are eligible to apply for payments in accordance with WEPPA.

DISTRIBUTION

8. **THIS COURT ORDERS** that the Proposal Trustee is hereby authorized and directed, without any personal or corporate liability whatsoever, and without further Order of this Court, to make a distribution or distributions from any of the proceeds of the Transaction to Wells on account of the obligations owing to Wells, including accrued and accruing interest, fees and costs, as of the date of payment, in respect of:

(a) the DIP Term Sheet and secured by the DIP Lender's Charge; and

(b) the indebtedness owing to Wells pursuant to the Credit Agreement and related security documents;

to repay in full the outstanding obligations owing to Wells as of the date of payment (the "**Distributions**").

9. **THIS COURT ORDERS** that the Proposal Trustee and the Field Entities are hereby authorized to take all reasonable necessary steps and actions to effect the Distributions in accordance with the provisions of this Order and shall not incur any liability as a result of making the Distributions.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of any of the Field Entities and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of any of the Field Entities; and

(d) any provisions of any federal or provincial legislation.

the Distributions shall be made free and clear of all claims and encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Field Entities and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSIGNMENT IN BANKRUPTCY

11. **THIS COURT ORDERS** that the Proposal Trustee shall be authorized, but not obligated, to take such steps as it considers necessary or desirable in connection with any assignment in bankruptcy of any of the Field Entities pursuant to the BIA, including executing and filing any documents required to effect such assignment.

APPROVAL OF THE PROPOSAL TRUSTEE'S REPORTS AND ACTIVITIES

12. **THIS COURT ORDERS** that the First Report and Second Report of the Proposal Trustee and the activities described therein, are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

APPROVAL OF THE PROPOSAL TRUSTEE'S FEES AND DISBURSEMENTS

13. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its legal counsel, as set out in the Second Report and in particular, the Affidavit of Noah Goldstein sworn July [•], 2026, and the Affidavit of Michael Shakra sworn July [•], 2026, respectively, are hereby approved.

ADDITIONAL SALE TRANSACTIONS

14. **THIS COURT ORDERS** that the Field Entities, with the consent of the Proposal Trustee, are authorized to sell, convey, transfer, lease or assign property of the Field Entities (for clarity, other than the PAL Purchased Assets and the DHC Purchased Assets) out of the ordinary course of business without the approval of this Court in respect of any transaction not exceeding $250,000.

GENERAL

15. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

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IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

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THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: (416) 304-1616

Rachel Nicholson (LSO# 68348V)
Email: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Email: djalili@tgf.ca

Lawyers for the Field Entities

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MOTION RECORD
(Returnable July 24, 2026)

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200, TD West Tower
Toronto ON M5K 1K7

Rachel Nicholson (LSO# 68348V)
Tel: 416-304-1616
E-mail: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Tel: (416) 304-0461
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Tel: (416) 304-0312
Email: djalili@tgf.ca

Lawyers for the Field Entities