

Court File No.: _____

**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**

Estate No.: 32-3382861

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

Estate No.: 32-3382853

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

**MOTION RECORD
(Returnable June 12, 2026)
(Volume II of III)**

June 6, 2026

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Lawyers for the Field Entities

TO: THE SERVICE LIST

AND TO: THIS HONOURABLE COURT

Court No.: _____

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3	Draft DIP Approval and Extension Order
4	Draft Sale and Investment Solicitation Process Order

This is **Exhibit “H”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

CANADIAN GUARANTEE AND SECURITY AGREEMENT

This **CANADIAN GUARANTEE AND SECURITY AGREEMENT** (this “Agreement”), dated as of January 29, 2021, by and among the Persons listed on the signature pages hereof as “Grantors” and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a “Grantor” and collectively, the “Grantors”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make loans and provide other financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to extend the Loans thereunder, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, (a) each Grantor (other than any Borrower) has agreed to guarantee the Guaranteed Obligations, and (b) each Grantor has agreed to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than any Borrower) is an Affiliate of each Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions; Construction.**

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the PPSA or the STA, as applicable (including, without limitation, Account, Account Debtor, Consumer Goods, Document of Title,

Electronic Chattel Paper, Equipment, Financial Asset, Goods, Instrument, Intangible, Inventory, Investment Property, Money, Option, Security, Securities Account, Security Entitlement and Tangible Chattel Paper) shall be construed and defined as set forth in the PPSA or the STA, as applicable, unless otherwise defined herein or in the Credit Agreement. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) “Acquisition Documents” means the agreements, instruments and documents evidencing, or entered into in connection with, an Acquisition (including a Permitted Acquisition) by a Grantor.

(ii) “Activation Instruction” has the meaning specified therefor in Section 7(k)(ii) hereof.

(iii) “Agent” has the meaning specified therefor in the preamble to this Agreement.

(iv) “Agreement” has the meaning specified therefor in the preamble to this Agreement.

(v) “Books” means books and records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s goods or General Intangibles related to such information).

(vi) “Borrower” and “Borrowers” have the respective meanings specified therefor in the recitals to this Agreement.

(vii) “Canadian Copyright Security Agreement” means each Canadian Copyright Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit A.

(viii) “Canadian Patent Security Agreement” means each Canadian Patent Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit B.

(ix) “Canadian Trademark Security Agreement” means each Canadian Trademark Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit D.

(x) “Chattel Paper” means chattel paper (as that term is defined in the PPSA), and includes Tangible Chattel Paper and Electronic Chattel Paper.

(xi) “CIPO” means the Canadian Intellectual Property Office.

(xii) “Collateral” has the meaning specified therefor in Section 3 hereof.

(xiii) “Collection Account” means a Deposit Account of a Grantor which is used exclusively for deposits of Collections and proceeds of Collateral and not as a disbursement or operating account upon which cheques or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(xiv) “Collections” means, all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, cash proceeds of asset sales, rental proceeds and tax refunds).

(xv) “Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(xvi) “Contractual Rights” has the meaning specified therefor in Section 3”.

(xvii) “Controlled Account” means a Deposit Account other than an Excluded Account.

(xviii) “Controlled Account Bank” has the meaning specified therefor in Section 7(k) hereof.

(xix) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xx) “Credit Agreement” has the meaning specified therefor in the recitals to this Agreement.

(xxi) “Deposit Account” means any account maintained for the deposit of funds with a Canadian bank, trust company, or other financial institution accepting funds for deposit in Canada.

(xxii) “Excluded Accounts” means (A) Deposit Accounts and Securities Accounts with an aggregate amount on deposit therein of not more than \$15,000 at any one time for all such Deposit Accounts or Securities Accounts, or (B) Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor’s employees.

(xxiii) “Excluded Property” has the meaning specified therefor in Section 3 hereof.

(xxiv) “Excluded Swap Obligation” means, with respect to any Grantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Grantor of (including by virtue of the joint and several liability provisions of Section 2.15 of the Credit Agreement with respect to any Grantor that is a Borrower), or the grant by such Grantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Grantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Grantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

(xxv) “Foreclosed Grantor” has the meaning specified therefor in Section 2(i)(iv) hereof.

(xxvi) “Grantor” and “Grantors” have the respective meanings specified therefor in the preamble to this Agreement.

(xxvii) “Guarantee” means the guarantee set forth in Section 2 hereof.

(xxviii) “Guaranteed Obligations” means all of the Obligations (including any Bank Product Obligations) now or hereafter existing. Without limiting the generality of the foregoing, Guaranteed Obligations shall include all amounts that constitute part of the Guaranteed Obligations and would be owed by any Borrower to Agent, any other member of the Lender Group, or any Bank Product Provider but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any Guarantor; provided, that, anything to the contrary contained in the foregoing notwithstanding, the Guaranteed Obligations shall exclude any Excluded Swap Obligation.

(xxix) “Guarantor” means Aviation Canada and those additional entities that hereafter become party to this Agreement and guarantee all or a portion of the Obligations.

(xxx) “Intangibles” means intangibles (as that term is defined in the PPSA), and includes software, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, route lists, rights to payment and other rights under Acquisition Documents, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, monies due or recoverable from pension funds, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims

(xxxi) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(xxxii) “Intellectual Property Licenses” means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group’s rights under the Loan Documents.

(xxxiii) “Investment Property” means (A) any and all investment property (as that term is defined in the PPSA), and (B) any and all of the following (regardless of whether classified as investment property under the PPSA): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xxxiv) “Joinder” means each Joinder to this Agreement executed and delivered by Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xxxv) “Lender” and “Lenders” have the respective meanings specified therefor in the recitals to this Agreement.

(xxxvi) “Negotiable Collateral” means letters of credit, letter-of-credit rights, Instruments, promissory notes, drafts and Documents of Title.

(xxxvii) “Operating Account” means a disbursement or operating account of a Grantor upon which cheques or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(xxxviii) “Patents” means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xxxix) “Pledged Companies” means each Person listed on Schedule 5 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Closing Date and is required to be pledged pursuant to Section 5.11 of the Credit Agreement. For clarity, Pledged Companies shall not include Excluded Subsidiaries.

(xl) “Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests, now owned or hereafter acquired by such Grantor and which Equity Interests are required by the Loan Documents to become Collateral hereunder, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all Proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(xli) “Pledged Interests Addendum” means a Pledged Interests Addendum substantially in the form of Exhibit C.

(xlii) “Pledged Operating Agreements” means all of each Grantor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(xliii) “Pledged Partnership Agreements” means all of each Grantor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(xliv) “Pledged ULC Shares” has the meaning specified therefor in Section 3.

(xlv) “PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, if attachment, perfection or priority of Agent’s Lien in any Collateral are governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, “PPSA” means those personal property security laws in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

(xlvi) “Proceeds” has the meaning specified therefor in Section 3 hereof.

(xlvii) “PTO” means the United States Patent and Trademark Office.

(xlviii) “Qualified ECP Grantor” means, in respect of any Swap Obligation, each Grantor that has total assets exceeding \$10,000,000 at the time the relevant guarantee, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(xlix) “Real Property” means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(l) “Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(li) “Secured Obligations” means (a) all Obligations of each Grantor and (b) all other Guaranteed Obligations of each Grantor; provided, that, anything to the contrary contained in the foregoing notwithstanding, the Secured Obligations shall exclude any Excluded Swap Obligation.

(lii) “Security Interest” has the meaning specified therefor in Section 3 hereof.

(liii) “Specified Swedish Krona Accounts” means, collectively, (a) that certain deposit account 002-409712-270 of Aviation Canada maintained with Existing Lender and (b) each other Deposit Account of Aviation Canada as may be established with respect to the collection disbursement and/or maintenance of funds denominated in Swedish Krona.

(liv) “State or Provincial Contract” has the meaning specified therefor in Section 7(f) hereof.

(lv) “STA” means, collectively, the *Securities Transfer Act, 2006* (Ontario) and the regulations thereunder, as from time to time in effect, or to the extent applicable, comparable legislation in other Canadian provinces.

(lvi) “Supporting Obligations” includes letters of credit and guarantees issued in support of Accounts, Chattel Paper, Documents of Title, Intangibles, Instruments or Investment Property.

(lvii) “Swap Obligation” means, with respect to any Grantor, any obligation to pay or perform under any Hedge Agreement or any other agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

(lviii) “Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications,

including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

(lix) "ULC" means any unlimited company, unlimited liability company, or unlimited liability corporation or any similar entity existing under the laws of any province or territory of Canada.

(lx) "ULC Shares" means the shares and other equity interests which are shares in the capital stock or other equity interests of a ULC and, where context permits, includes Proceeds of Collateral which are shares in the capital stock or other equity interests of a ULC.

(lxi) "URL" means "uniform resource locator", an internet web address.

(lxii) "Voidable Transfer" has the meaning specified therefor in Section 23(b) hereof.

(b) This Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, and such rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(c) All of the schedules, exhibits and annexes attached to this Agreement shall be deemed incorporated herein by reference.

2. Guarantee.

(a) In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Loans, the issuance of the Letters of Credit, and the entering into of the Bank Product Agreements and by virtue of the financial accommodations to be made to Borrowers, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations. If any or all of the Obligations constituting Guaranteed Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product Providers, together with any and all reasonable and documented expenses (including Lender Group Expenses) that may be incurred by Agent or any other member of the Lender Group or any Bank Product Provider in demanding, enforcing, or collecting any of the Guaranteed Obligations (including the enforcement of any collateral for such Guaranteed Obligations or any collateral for the obligations of the Guarantors under this Guarantee). If claim is ever made upon Agent or any other member of the Lender Group or any Bank Product Provider for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Guaranteed Obligations and any of Agent or any other member of the Lender Group or any Bank Product Provider repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including any Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this

Guarantee or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(b) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, whether or not due or payable by any Loan Party upon the occurrence of any of the events specified in Section 8.4 or 8.5 of the Credit Agreement, and irrevocably and unconditionally promises to pay such Guaranteed Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, without the requirement of demand, protest, or any other notice or other formality, in immediately available funds in the currency in which such Guaranteed Obligation is denominated.

(c) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guarantee of the Guaranteed Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guarantee or undertaking (other than payment in full of the Guaranteed Obligations), (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Grantor, (iii) any payment made to Agent, any other member of the Lender Group, or any Bank Product Provider on account of the Obligations which Agent, such other member of the Lender Group, or such Bank Product Provider repays to any Grantor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, (iv) any action or inaction by Agent, any other member of the Lender Group, or any Bank Product Provider, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(d) This Guarantee includes all present and future Guaranteed Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed Obligations after prior Guaranteed Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guarantee as to future Guaranteed Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Agent, (ii) no such revocation shall apply to any Guaranteed Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any member of the Lender Group or any Bank Product Provider in existence on the date of such revocation, (iv) no payment by any Guarantor, any Borrower, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by any Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guaranteed Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This Guarantee shall be binding upon each Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Agent (for the benefit of the Lender Group and the Bank Product Providers) and its successors, transferees, or permitted assigns.

(e) The guarantee by each of the Guarantors hereunder is a guarantee of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(f) Each of the Guarantors authorizes Agent, each of the other members of the Lender Group, and each of the Bank Product Providers without notice or demand (other than any notice expressly required to be provided hereunder or under any other Loan Document), and without affecting or impairing its liability hereunder, from time to time to:

(i) except to the extent expressly provided in the Loan Documents, change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guarantee shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Obligations or any of the Guaranteed Obligations (including any of the obligations of all or any of the Guarantors under this Guarantee) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors;

(v) settle or compromise any of the Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guarantee) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Agent, any other member of the Lender Group, or any Bank Product Provider regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, any Bank Product Agreement, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Loan Document, any Bank Product Agreement, or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guarantee (other than a defense of payment in full of the Guaranteed Obligations).

(g) It is not necessary for Agent, any other member of the Lender Group, or any Bank Product Provider to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(h) Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any member of the Lender Group or any Bank Product Provider with respect thereto. The obligations of each Guarantor under this Guarantee are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guarantee shall be absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guaranteed Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver, supplement, restatements, extension, novation, renewal, replacements, or continuation of, or consent to departure from any other guarantee, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, defense, or other right that any Guarantor may have at any time against any Person, including Agent, any other member of the Lender Group, or any Bank Product Provider;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Grantor or any other guarantors or sureties;

(vii) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or any other guarantor or surety (other than payment in full of the Guaranteed Obligations).

(i) Waivers.

(i) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require Agent, any other member of the Lender Group, or any Bank Product Provider to (i) proceed against any other Grantor or any other Person, (ii) proceed against or exhaust any security held from any other Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of any Grantor or any other Person, other than payment of the Guaranteed Obligations to the extent of such payment, based on or arising out of the disability of any Grantor or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Grantor other than payment of the Obligations to the extent of such payment. Subject to Section 17 hereof, Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or non-judicial sales or other dispositions, or may exercise any other right or remedy Agent, any member of the Lender Group, or any Bank Product Provider may have against any Grantor or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Guarantors hereunder except to the extent the Guaranteed Obligations have been paid.

(ii) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guarantee, and notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations, except to the extent such notices are expressly required by the Loan Documents. Each of the Guarantors waives notice of any Default or Event of Default under any of the Loan Documents except to the extent such notices are expressly required by the Loan Documents. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Grantor's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope, and extent of the risks which each of the Guarantors assumes and incurs hereunder, and agrees that neither Agent nor any of the other members of the Lender Group nor any Bank Product Provider shall have any duty to advise any of the Guarantors of information known to them regarding such circumstances or risks.

(iii) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (A) any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable) (other than the defense that all of the Guaranteed Obligations have been paid in full), set-off, counterclaim, or claim which each Guarantor may now or at any time hereafter have against any Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor, (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Borrower or other guarantors or sureties, and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(iv) No Guarantor will exercise any rights that it may now or hereafter acquire against any Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guarantee, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or

remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Grantor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guarantee shall have been paid in full in cash and all of the Commitments have been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Agent to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guarantee, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guarantee thereafter arising. Notwithstanding anything to the contrary contained in this Guarantee, no Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Grantor (the “Foreclosed Grantor”), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise.

3. Grant of Security. Each Grantor hereby unconditionally grants, collaterally assigns (except in the case of ULC Shares), and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure such Grantor’s Secured Obligations (whether now existing or hereafter arising), a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title, and interest in and to all of such Grantor’s undertakings and all present and after acquired personal property including, without limitation, the following, whether now owned or hereafter acquired, by way of amalgamation or otherwise, or arising and wherever located (collectively, the “Collateral”):

- (a) all of such Grantor’s Accounts;
- (b) all of such Grantor’s Books;
- (c) all of such Grantor’s Chattel Paper;
- (d) all of such Grantor’s Deposit Accounts and all such Grantor’s Financial Assets credited to such Deposit Accounts and all Security Entitlements in respect thereof;
- (e) all of such Grantor’s Equipment;
- (f) all of such Grantor’s fixtures;
- (g) all of such Grantor’s Intangibles;
- (h) all of such Grantor’s Inventory;
- (i) all of such Grantor’s Investment Property;
- (j) all of such Grantor’s Intellectual Property and Intellectual Property Licenses;
- (k) all of such Grantor’s Negotiable Collateral;

(l) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);

(m) all of such Grantor's Securities Accounts;

(n) all of such Grantor's Supporting Obligations;

(o) all of such Grantor's Money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other member of the Lender Group; and

(p) all of the "proceeds" (as such term is defined in the PPSA) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Documents of Title, Equipment, fixtures, Intangibles, Inventory, Instruments, Investment Property, Intellectual Property, Intellectual Property Licenses, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, Financial Assets, Security Entitlements, Money, Cash Equivalents, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guarantee payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (collectively, the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guarantee payable to any Grantor or Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) the last day of the term of any lease or any agreement to lease now held or hereafter acquired by any Grantor but should the Agent enforce the Collateral, such Grantor will thereafter stand possessed of such last day and must hold it in trust to assign it to the Agent or to any Person acquiring such term in the course of the enforcement of this Collateral provided however that neither the Agent or any member of the Lender Group shall be liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which such Grantor is a party or by which it is bound, or (ii) Consumer Goods (collectively, "Excluded Property").

The security interest created hereby does not and shall not extend to, and Collateral shall not include, any contract, right or licence (the "Contractual Rights") of the Grantor, including any right of the Grantor as security holder, shareholder or holder of a partnership interest, if pursuant to the terms of such Contractual Right, or pursuant to the terms of any agreement affecting such Contractual Right, the Contractual Right would automatically terminate if it was part of the Collateral charged hereby, or would be terminable at the option of the other party or of the Grantor, or would be subject to disposition, alteration or amendment at the option of another party including another security holder, shareholder or holder of a partnership interest. The Grantor shall hold its interest in the Contractual Rights in trust for the Agent and the security interest granted hereby shall automatically extend to such Contractual Rights once the appropriate consents of the other parties to such Contractual Rights are obtained. On or after the occurrence of any Event of Default which is continuing, in order that the full value of the beneficial interest in the Contractual Rights not assigned to the Agent pursuant to this Agreement but held in trust for the Agent may be realized for the benefit of the Agent, the Grantor shall, at the request and expense and under the direction

of the Agent, in the name of the Grantor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Grantor under such Contractual Rights may be performed in such manner that the beneficial interest in such Contractual Rights shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Grantor will promptly pay over to the Agent or as the Agent may direct in writing all monies collected by or paid to the Grantor in respect of the beneficial interest in every such Contractual Right.

Notwithstanding anything else in this Agreement, the grant by each Grantor of a Lien in trademarks (as defined in the *Trade-mark Act* (Canada)) under this Agreement shall be limited to a grant by such Grantor of a Lien in all of such Grantor's right, title and interest in such trade-marks. Nothing in this Section 3 shall be construed to limit, impair, or otherwise affect Agent's continuing Liens upon any rights or interests of any Grantor in or to (x) Monies due or to become due under any described permit, license or agreement of such Grantor (including any Accounts), or (y) any proceeds, products, substitutions, or replacements of the sale, license, lease, or other disposition thereof (unless such proceeds, products, substitutions, or replacements would otherwise be excluded hereunder).

The following paragraph is sometimes referred to herein as the "Pledged ULC Share Limitation". Notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any of the other Loan Documents or any other document or agreement among all or some of the parties hereto, to the extent a Grantor is, as of the date of this Agreement, the sole registered and beneficial owner of any ULC Shares, which form part of the Pledged Interests (the "Pledged ULC Shares"), such Grantor shall remain so until such time as such Pledged ULC Shares are fully and effectively transferred into the name of Agent, or any other Person on the books and records of the ULC which has issued such ULC Shares. Nothing in this Agreement, the other Loan Documents or any other document or agreement delivered among all or some of the parties hereto is intended or shall constitute Agent or any Person other than a Grantor to be a member or shareholder of any ULC until such time as written notice is given to the applicable Grantor and all further steps are taken so as to register Agent or such other Person as holder of the Pledged ULC Shares. The granting of the Security Interest pursuant to this Section 3 is not intended to make Agent a successor to any Grantor as a member or shareholder of any ULC, and none of Agent or any of their respective successors and assigns hereunder shall be deemed to become a member or shareholder of any ULC by accepting this Agreement or exercising any right granted herein unless and until such time, if any, when Agent or any successor or assign expressly becomes a registered member or shareholder of any ULC. Each Grantor shall be entitled to receive and retain for its own account any dividends or other distributions, if any, in respect of the Pledged ULC Shares, and shall have the right to vote such Pledged ULC Shares and to control the direction, management and policies of the ULC issuing such Pledged ULC Shares to the same extent as such Grantor would if such Pledged ULC Shares were not pledged to Agent. To the extent any provision hereof would have the effect of constituting Agent as a member or shareholder of the ULC prior to such time, such provision shall be severed herefrom and be ineffective with respect to the relevant Pledged ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Pledged Interests other than Pledged ULC Shares. Notwithstanding anything herein to the contrary (except to the extent, if any, that Agent or any of their respective successors or assigns hereafter expressly becomes a registered member or shareholder of any ULC), none of Agent nor any of their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. Except upon the exercise by Agent or other Persons, of rights to sell or otherwise dispose of Pledged ULC Shares or other remedies following the occurrence and during the continuance of an Event of Default, no Grantor shall cause or permit, or enable any ULC in which it holds Pledged ULC Shares to cause or permit, Agent to: (a) be registered as a member or shareholder of such ULC, (b) have any notation entered in its favour in the share register of such ULC, (c) be held out as a member or shareholder of such ULC, (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of Agent holding a

Security Interest in the Pledged ULC Shares, or (e) act as a member or shareholder of such ULC, or exercise any rights of a member or shareholder of such ULC, including the right to attend a meeting of such ULC or vote the shares of such ULC.

4. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of each Grantor's Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of each Grantor's Secured Obligations and would be owed by the Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding. Further, the Security Interest created hereby encumbers each Grantor's right, title, and interest in all Collateral, whether now owned by such Grantor or hereafter acquired, obtained, developed, or created by such Grantor and wherever located.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements to which it is a party included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) none of the members of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any of the members of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default, and (ii) Agent has notified the applicable Grantor in writing of Agent's election to exercise such rights with respect to the Pledged Interests pursuant to Section 16. In the case of Pledged ULC Shares, this Section is subject to the Pledged ULC Share Limitation and no Grantor's rights with respect to Pledged ULC Shares shall be limited except as expressly permitted therein.

6. Representations and Warranties. In order to induce Agent to enter into this Agreement for the benefit of the Lender Group and the Bank Product Providers, each Grantor makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The legal name, including any French form of name or combined English/French form of name, as applicable, and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office and registered office (as identified in the applicable organizational documents or as otherwise provided for under applicable law) and any other jurisdictions in which the Grantors own Collateral are indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's tax identification numbers (including for the Canada Revenue Agency and other purposes) and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) [Reserved].

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 7(k)(iii) with respect to Controlled Accounts and provided that Grantors comply with Section 7(c) hereof) is a listing of all of Grantors' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Closing Date.

(g) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor, all applications for registration of Copyrights owned by any Grantor, and all other Copyrights owned by any Grantor and material to the conduct of the business of any Grantor, (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business), or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor (other than off-the-shelf, shrink-wrapped or "click to accept" software licenses or other licenses to generally commercially available software), (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor, and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, and all applications for registration of Trademarks owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in all Intellectual Property, and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality, in each case of clauses (A) and (B), except to the extent the failure of the same could not reasonably be expected to have a Material Adverse Effect;

(ii) to each Grantor's knowledge, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in

each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor's knowledge, (1) such Grantor has not infringed or misappropriated and is not currently infringing or misappropriating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights of any Person, and (B) to any Grantor's knowledge, there are no infringement or misappropriation claims or proceedings pending, threatened in writing against any Grantor, and no Grantor has received any written notice or other communication of any actual or alleged infringement or misappropriation of any Intellectual Property rights of any Person, in each case of clauses (A) and (B), except where such infringement or misappropriation either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor's knowledge, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, except to the extent the failure of the same could not reasonably be expected to have a Material Adverse Effect; and

(v) each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the PPSA, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the PPSA, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 10. Upon the making of such filings, Agent shall have a first priority (subject only to Permitted Liens) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement under the PPSA. Upon filing of any Canadian Copyright Security Agreement with CIPO or the United States Copyright Office, filing of any Canadian Patent Security Agreement and any Canadian Trademark Security Agreement with CIPO or the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 10, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's United States or Canadian issued and registered Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. All action by any Grantor for which any Grantor is responsible that is necessary to perfect such security interest on each item of Collateral has been duly taken.

(j) (i) Except for the Security Interest created hereby and except for transactions otherwise expressly permitted by the Credit Agreement, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date, (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable (except in the case of the Pledged ULC Shares) and such Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement, (iii) such Grantor has the right and

requisite authority to pledge, the Investment Property pledged by such Grantor to Agent as provided herein, (iv) all actions necessary or reasonably requested by Agent to perfect and establish the first priority (subject only to Permitted Liens) of, or otherwise protect, Agent's Liens in the Investment Property, and the proceeds thereof, have been duly taken (subject to the limitations on perfection contained herein), upon (A) the execution and delivery of this Agreement, (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers (or other documents of transfer acceptable to Agent) endorsed in blank by the applicable Grantor, (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 10 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto, and (v) each Grantor has delivered to and deposited with Agent all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except (A) as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally, (B) for consents, approvals, authorizations, or other orders or actions that have already been obtained or given (as applicable) and that are still in force, and (C) the filing of financing statements and other filings necessary to perfect the Security Interests granted hereby. No Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License.

(l) [Reserved].

(m) [Reserved].

(n) As to all Pledged Interests that are limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that such Pledged Interests issued pursuant to such agreement (i) are not dealt in or traded on securities exchanges or in securities markets, (ii) do not constitute investment company securities, and (iii) are not held by such Grantor in a Securities Account. With respect to the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, which provide that such Pledged Interests are securities governed by the STA as in effect in any relevant jurisdiction (provided, that, with respect to any agreements governing any of the Pledged Interests that are limited liability company or partnership interests acquired after the date hereof which provide that such Pledged Interests are securities governed by the STA as in effect in any relevant jurisdiction, such agreements provide that such Pledged Interests be certificated and as to any such Pledged Interests that are certificated, such Grantor shall have complied with Section 7(h)(v) with respect thereto), the applicable Grantors shall not opt out of the STA with respect to such Pledged Interests without prior written notice to Agent.

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23:

(a) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property, or Chattel Paper having an aggregate value or face amount of \$125,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) after acquisition thereof), notify Agent thereof, and if and to the extent that perfection or priority of Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after request by Agent, shall execute such other documents and instruments as shall be requested by Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be requested by Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent's Security Interest therein.

(b) Chattel Paper. If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the request of Agent, such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of Wells Fargo Bank, National Association, as Agent for the benefit of the Lender Group and the Bank Product Providers."

(c) Control Agreements.

(i) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall obtain an executed Control Agreement, from each bank maintaining a Deposit Account or Securities Account for such Grantor (other than with respect to any Excluded Accounts) in accordance with Section 7(k) below; and

(ii) Each Grantor shall obtain an executed Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor (other than with respect to any Excluded Accounts) in accordance with Section 7(k) below.

(d) [Reserved].

(e) [Reserved].

(f) Government Contracts. Other than Accounts and Chattel Paper arising from US Government Contracts (which shall be subject to compliance with Section 5.16 of the Credit Agreement (to the extent that such compliance is required pursuant to the terms thereof)), if any Account or Chattel Paper arises out of a contract or contracts with any state of the United States, Canada or any province or territory of Canada, Grantors shall (i) with respect to any other Accounts and Chattel Paper arising out of any contract with any state of the United States or any province or territory of Canada, which contract has a value in excess of \$500,000 (each a "State or Provincial Contract"), promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of the creation thereof) notify Agent thereof, and (ii) (A) if requested by Agent in its Permitted Discretion or the Required Lenders during any Increased Reporting Period with respect to any State or Provincial Contract,

or (B) if requested by Agent upon the occurrence and during the continuance of an Event of Default with respect to any State or Provincial Contract or with respect to any other Accounts and Chattel Paper arising out of a contract or contracts with Canada, within 90 days, execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall provide written notice thereof under the *Financial Administration Act* (Canada) or other applicable state or provincial law.

(g) Intellectual Property.

(i) Upon the request of Agent, with respect to Intellectual Property that is necessary in or material to the conduct of such Grantor's business, in order to facilitate filings with the PTO, the United States Copyright Office and CIPO, each Grantor shall execute and deliver to Agent one or more Canadian Copyright Security Agreements, Canadian Trademark Security Agreements, or Canadian Patent Security Agreements to further evidence Agent's Lien on such Grantor's United States and Canadian issued and registered Patents, Trademarks, or Copyrights that are necessary in or material to the conduct of such Grantor's business, and the Intangibles of such Grantor relating thereto or represented thereby;

(ii) Except to the extent the same could not reasonably be expected to have a Material Adverse Effect, each Grantor shall have the duty, with respect to Intellectual Property to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until payment in full of the Secured Obligations, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until payment in full of the Secured Obligations, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License to the extent the same could reasonably be expected to have a Material Adverse Effect. Each Grantor hereby agrees to take the steps described in this Section 7(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of the Grantors' business, taken as a whole;

(iii) Grantors acknowledge and agree that the Lender Group shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 7(g)(iii), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable and documented fees and expenses of outside attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) If an Event of Default has occurred and is continuing, and if requested by Agent, each Grantor shall (A) file applications and take any and all other reasonable actions necessary to

register on an expedited basis (if expedited processing is available in accordance with the applicable regulations and procedures of the United States Copyright Office, CIPO and any similar office of any other jurisdiction in which Copyrights are used) each of such Grantor's Copyrights in any proprietary software that is material to generating revenue for such Grantor and identifying such Grantor as the sole claimant thereof in a manner sufficient to claim in the public record (or as a co-claimant thereof, if such is the case) such Grantor's ownership or co-ownership thereof, and (B) cause to be prepared, executed, and delivered to Agent, with sufficient time to permit Agent to record no later than five Business Days following the date of registration of or recordation of transfer of ownership, as applicable, to the applicable Grantor of such Copyrights, (1) a Canadian Copyright Security Agreement or supplemental schedules to the Canadian Copyright Security Agreement reflecting the security interest of Agent in such Copyrights, which supplemental schedules shall be in form and content suitable for recordation with the United States Copyright Office or CIPO (or any similar office of any other jurisdiction in which Copyrights are used), and (2) any other documentation as Agent reasonably deems necessary and requests in order to perfect and continue perfected Agent's Liens on such Copyrights following such recordation;

(v) On each date on which a Compliance Certificate is required to be delivered pursuant to Section 5.1 of the Credit Agreement (or, if an Event of Default has occurred and is continuing, more frequently if requested by Agent), each Grantor shall provide Agent with a schedule of all new Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, and of all Intellectual Property Licenses that are material to the conduct of Grantor's business, taken as a whole, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Intellectual Property Licenses as being subject to the security interests created thereunder;

(vi) Upon receipt from the United States Copyright Office or CIPO of notice of registration of any Copyright that is necessary in or material to the conduct of such Grantor's business, each Grantor shall promptly (but in no event later than five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) following such receipt) notify (but without duplication of any notice required by Section 7(g)(v)) Agent of such registration by delivering, or causing to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. If any Grantor acquires from any Person any Copyright registered with the United States Copyright Office or CIPO or an application to register any Copyright with the United States Copyright Office or CIPO, in either case, that is necessary in or material to the conduct of such Grantor's business, such Grantor shall promptly (but in no event later than five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) following such acquisition) notify Agent of such acquisition and deliver, or cause to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright.

(vii) Except as could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property, as applicable (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements, (B) taking actions reasonably necessary to ensure that no

trade secret falls into the public domain, and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions;

(viii) [Reserved];

(ix) No Grantor shall enter into any Intellectual Property License material to the conduct of the business to receive any license or rights in any Intellectual Property of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Intellectual Property License (and all rights of Grantor thereunder) to Agent (and any transferees of Agent).

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquiring or obtaining such Collateral) deliver to Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, following the request of Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Agent in the exact form received;

(iii) Each Grantor shall promptly deliver to Agent a copy of each material notice or other material communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents;

(v) Each Grantor agrees that it will cooperate with Agent in obtaining all necessary approvals and making all necessary filings under federal, provincial, territorial, local, or foreign law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer of the Investment Property; and

(vi) As to all limited liability company or partnership interests owned by such Grantor and issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provides or shall provide that such Pledged Interests are securities governed by the STA as in effect in any relevant jurisdiction; and.

(i) Real Property; Fixtures. Each Grantor covenants and agrees that upon the acquisition of any fee interest in Real Property having a fair market value in excess of \$1,500,000 it will promptly (and in any event within two Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquisition) notify Agent of the acquisition of such Real Property and will grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a first priority (subject only to Permitted Liens) Mortgage on the fee interest in such Real Property now or hereafter owned by such Grantor and shall deliver such other documentation and opinions, in form and substance reasonably satisfactory to Agent, in connection with the grant of such Mortgage as Agent shall request in its Permitted Discretion, including title insurance policies, financing statements, fixture filings and environmental audits and such Grantor shall pay all recording costs, intangible taxes and other fees and costs (including reasonable attorneys' fees and expenses of outside counsel) incurred by Agent in connection therewith. Each Grantor acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property.

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents.

(k) Controlled Accounts; Controlled Investments.

(i) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall (A) establish and maintain cash management services of a type and on terms reasonably satisfactory to Agent at Wells Fargo or such other banks as Grantors may select (the "Controlled Account Bank"), and (B) (1) notify all Account Debtors to make all payments to a Controlled Account constituting a Collection Account, (2) ensure that all Collections are paid directly from the applicable Account Debtor into the applicable Controlled Account constituting a Collection Account, and (3) cause all Collections that may be sent by an Account Debtor directly to such Grantor to be deposited promptly (and in any event within one Business Day) into the applicable Controlled Account constituting a Collection Account.

(ii) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall establish and maintain Control Agreements with Agent and the Controlled Account Bank, in form and substance reasonably acceptable to Agent, which Control Agreements shall provide, among other things, that (A) the Controlled Account Bank will comply with any instructions originated by Agent directing the disposition of the funds in each applicable Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against each applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (1) in the case of Controlled Accounts constituting Collection Accounts, the Controlled Account Bank will forward, by daily sweep, all amounts in each applicable Controlled Account to the applicable Agent's Account, (2) in the case of Controlled Accounts constituting Operating Accounts, upon the instruction of Agent (an "Activation Instruction"), the Controlled Account Bank will forward by daily sweep all amounts in each applicable Controlled Account to the applicable Agent's Account and (3) in the case of the Swedish Krona Accounts, (aa) Aviation Canada shall forward, on a daily basis, all amounts in such Swedish Krona Accounts in excess of 3,600,000 kr, individually or in the aggregate, at any one time to the Agent's Account specified in clause (b) of Schedule A-1 to the Credit Agreement, and (bb) upon an Activation Instruction,

the Controlled Account Bank will forward by daily sweep all amounts in such Swedish Krona Account to the Agent's Account specified in clause (b) of Schedule A-1 to the Credit Agreement.

(iii) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall establish and maintain Control Agreements with Agent and the applicable issuer, securities intermediary, or commodities intermediary, in accordance with the terms of Section 7(k)(ii), with respect to any Securities Accounts (other than with respect to Excluded Accounts). So long as no Event of Default has occurred and is continuing or would result therefrom, Borrowers may amend Schedule 9 to add or replace a Securities Account and shall upon such addition or replacement provide to Agent an amended Schedule 9; provided, that, within 45 days (or such longer period as Agent may agree in its sole discretion) of opening of such Securities Account, the applicable Grantor and the applicable issuer, securities intermediary, or commodities intermediary shall have executed and delivered to Agent a Control Agreement with respect to such Securities Account.

(iv) Subject to any applicable time periods provided under Section 3.6 to the Credit Agreement, other than with respect to Excluded Accounts, no Grantor will, and no Grantor will permit its Subsidiaries to, open or maintain any Deposit Accounts or Securities Accounts unless Grantor or its Subsidiary, as applicable, and the applicable bank or securities intermediary have entered into Control Agreements.

(l) Name, Etc. No Grantor will change its name, chief executive office, registered office, organizational identification number, jurisdiction of organization or organizational identity; provided, that any Grantor may change its name or chief executive office upon at least ten days prior written notice to Agent of such change.

(m) Account Verification. Each Grantor will, and will cause each of its Subsidiaries to, permit Agent, in Agent's name or in the name of a nominee of Agent, to verify the validity, amount or any other matter relating to any Account, by mail, telephone, facsimile transmission or other electronic means of transmission or otherwise. Further, at the reasonable request of Agent, each Grantor will, and will cause each of its Subsidiaries to, send requests for verification of Accounts or, after the occurrence and during the continuance of an Event of Default, send notices of assignment of Accounts to Account Debtors and other obligors.

(n) [Reserved].

(o) [Reserved].

(p) Keepwell. Each Qualified ECP Grantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to guarantee and otherwise honor all Obligations in respect of Swap Obligations. The obligations of each Qualified ECP Grantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Grantor intends that this Section 7(p) constitute, and this Section 7(p) shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Grantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Canadian Patent, Trademark, Copyright Security Agreements. The provisions of the Canadian Copyright Security Agreements, Canadian Trademark Security Agreements, and Canadian Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Canadian Copyright Security Agreements, Canadian Trademark Security Agreements, or the Canadian Patent Security Agreements shall limit any of the rights or remedies of Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Canadian Copyright Security Agreement, Canadian Trademark Security Agreement or Canadian Patent Security Agreement, such provision of this Agreement shall control.

9. Further Assurances.

(a) Subject to any express limitations on perfection set forth herein, each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or, subject to the Pledged ULC Share Limitation, to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Agent of financing or continuation statements, or amendments thereto, and, subject to any express limitations on perfection set forth herein, such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements, financing change statements and amendments (i) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect or the appropriate checked boxes, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by the PPSA for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements, financing change statements or amendments previously filed by Agent in any jurisdiction relating to the Collateral granted hereby.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement, financing change statements or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Agent, subject to such Grantor’s rights under the PPSA.

10. Agent’s Right to Perform Contracts, Exercise Rights, Etc. Upon the occurrence and during the continuance of an Event of Default, Agent (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right (subject to Section 17(b)) to use any Grantor’s rights under Intellectual Property Licenses in connection with the enforcement of Agent’s rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Agent or any of its nominees.

11. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement,

to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Agent with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor;

(g) Agent, on behalf of the Lender Group or the Bank Product Providers, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Agent shall commence any such suit, the appropriate Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement; and

(h) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until payment in full of the Secured Obligations or the release of such Grantor under this Agreement.

12. Agent May Perform. If any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the reasonable and documented expenses of Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors in accordance with the terms of the Credit Agreement.

13. Agent's Duties. The powers conferred on Agent hereunder are solely to protect Agent's interest in the Collateral, for the benefit of the Lender Group and the Bank Product Providers, and shall not

impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

14. Collection of Accounts, Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, Agent or Agent's designee may (a) make direct verification from Account Debtors with respect to any or all Accounts that are part of the Collateral, (b) notify Account Debtors of any Grantor that the Accounts, Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, or that Agent has a security interest therein, or (c) collect the Accounts, Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

15. Disposition of Pledged Interests by Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal, state, provincial or territorial securities laws of the United States or Canada and disposition thereof after an Event of Default has occurred and is continuing may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if such Pledged Interests were registered and qualified pursuant to federal, state and provincial securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof, and (b) such reliance shall be conclusive evidence (absent manifest error) that Agent has handled the disposition in a commercially reasonable manner.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) This section 16(a) does not apply to any Pledged ULC Shares. Upon the occurrence and during the continuation of an Event of Default, (i) Agent may, at its option, and with two Business Days prior written notice to any Grantor (unless such Event of Default is an Event of Default specified in Section 8.4 or 8.5 of the Credit Agreement, in which case no such notice need be given), and in addition to all rights and remedies available to Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Agent, the other members of the Lender Group, or the Bank Product Providers, or the value of the Pledged Interests.

17. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the PPSA or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the PPSA or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Agent forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten days notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable notification. Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Agent may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten days prior to the sale shall constitute a reasonable notification. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time).

(b) Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License) (to the extent not expressly prohibited by such license, sublicense or other agreement), as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Agent.

(c) Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the PPSA or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Agent's Liens are perfected, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Agent, and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control, instruct the

securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Agent.

(d) Any cash held by Agent as Collateral and all cash Proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Agent shall have the right to an immediate writ of possession without notice of a hearing. Agent shall have the right to the appointment of a receiver, interim receiver, manager or agent for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Agent.

18. Remedies Cumulative. Each right, power, and remedy of Agent, any other member of the Lender Group, or any Bank Product Provider as provided for in this Agreement, the other Loan Documents or any Bank Product Agreement now or hereafter existing at law or in equity or by statute or otherwise shall, subject to the Pledged ULC Share Limitations, be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, the other Loan Documents and the Bank Product Agreements or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Agent, any other member of the Lender Group, or any Bank Product Provider, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Agent, such other member of the Lender Group or such Bank Product Provider of any or all such other rights, powers, or remedies.

19. Marshaling. Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

20. Indemnity. Each Grantor agrees to indemnify Agent, the other members of the Lender Group, and the Bank Product Providers from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) arising out of or resulting from this Agreement (including enforcement of this Agreement) or any other Loan Document to which such Grantor is a party in accordance with and to the extent set forth in Section 10.3 of the Credit Agreement (in each case, except to the extent that a court of competent jurisdiction finally determines the same to have resulted from the gross negligence or willful misconduct of Agent, any member of the Lender Group or the Bank Product Providers). This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

21. Integration, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor to which such amendment applies.

22. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Agent at its address specified in the Credit Agreement, and to any of the Grantors at the notice address specified for Borrowers in the Credit Agreement, or as to any party, at such other address as shall be designated by such party in a written notice to the other party.

23. Continuing Security Interest; Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Secured Obligations have been paid in full in accordance with the provisions of the Credit Agreement, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guarantee made and the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Borrowers' request, Agent will promptly authorize the filing of appropriate termination statements or other releases to terminate such Security Interest. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Agent nor any additional Revolving Loans or other loans made by any Lender to any Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Agent, nor any other act of the Lender Group or the Bank Product Providers, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Agent in accordance with the provisions of the Credit Agreement. Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Agent would otherwise have had on any other occasion.

(b) If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any Proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Secured Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any applicable Insolvency Law, provincial or federal law relating to creditors' rights, common law or equitable cause relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender

Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable and documented costs, expenses, and outside attorneys' fees of such member of the Lender Group or Bank Product Provider related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability.

24. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

25. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS OF THE PROVINCE OF ONTARIO AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE PROVINCE OF ONTARIO; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL

OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A “CLAIM”). EACH PARTY HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY (I) ANY PARTY HERETO AGAINST ANY GRANTOR, THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING BANK, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM, OR (II) ANY LENDER AGAINST ANY GRANTOR, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND EACH GRANTOR AND EACH LENDER HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.

26. New Subsidiaries. Pursuant to Section 5.11 of the Credit Agreement, certain Subsidiaries (whether by acquisition or creation) of any Grantor are required to enter into this Agreement by executing and delivering in favour of Agent a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of Annex 1 by any such new Subsidiary, such Subsidiary shall become a Guarantor and/or Grantor hereunder with the same force and effect as if originally named as a Guarantor and/or Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

27. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Agent” shall be a reference to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

28. Miscellaneous.

(a) This Agreement may be executed by means of (a) an electronic signature that complies with relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to Agent under this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Agreement will be as effective as delivery of a manually executed counterpart of the Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group, any Bank Product Provider, or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

29. Attachment. The Grantors and Agent hereby acknowledge and agree that value has been given by Agent and Lenders to each Grantor for the granting of the Liens hereunder, that this Agreement constitutes a security agreement as that term is defined in the PPSA, that the parties have not agreed to postpone the time for attachment of such security interests, and each Grantor has rights in its Collateral or the power to transfer rights in its Collateral.

30. Amalgamations. Each Grantor acknowledges and agrees that, in the event such Grantor amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Loan Party" and "Grantor" when used in this Agreement or any other Loan Document, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Liens granted under this Agreement or any other Loan Document:

(a) shall extend to "Collateral" owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation;

(b) shall secure all "Obligations" of each of the amalgamating corporations and the amalgamated corporation to Agent for the benefit of the Lenders, at the time of amalgamation and all "Obligations" of the amalgamated corporation to Agent for the benefit of the Lenders; and

(c) shall attach to all "Collateral" owned by each corporation amalgamating with such Grantor, and by the amalgamated corporation, at the time of the amalgamation, and shall attach to all "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

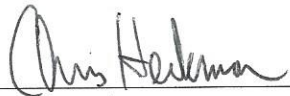
GRANTORS:

FIELD AVIATION COMPANY INC.

By: *J Mactaggart*
Name: John Mactaggart
Title: President and CEO

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 
Name: Chris Heckman
Title: Authorized Signatory

SCHEDULE 1

[Reserved]

SCHEDULE 2

COPYRIGHTS

Nil.

SCHEDULE 3

INTELLECTUAL PROPERTY LICENSES

Nil.

SCHEDULE 4

PATENTS

Nil.

SCHEDULE 5

PLEDGED COMPANIES

Nil.

SCHEDULE 6

TRADEMARKS

Nil.

SCHEDULE 7

NAME; JURISDICTION; CHIEF EXECUTIVE OFFICE; REGISTERED OFFICE; TAX AND
BUSINESS IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS

Name	Jurisdiction	Chief Executive Office	Registered Office	Tax and Business Identification Number	Organizational Number	Other Jurisdictions with Assets
Field Aviation Company Inc.	Alberta	Unit 125-4300 26 th St. NE. Calgary, AB, Canada T1Y 7H7	855 – 2 Street SW, Suite 3500, Calgary, AB, Canada, T2P 4J8	122894710 RC0002	2016744613	Ontario

SCHEDULE 8

OWNED REAL PROPERTY

Nil.

SCHEDULE 9

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

Grantor	Type of Account	Bank or Intermediary	Account Numbers
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-001
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-002
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-003
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-270
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-070
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-072
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-073

SCHEDULE 10

LIST OF PPSA AND UCC FILING JURISDICTIONS

<u>Grantor</u>	<u>Jurisdiction</u>
Field Aviation Company Inc.	Alberta and Ontario

ANNEX 1 TO CANADIAN GUARANTEE AND SECURITY AGREEMENT
FORM OF JOINDER

Joinder No. ____ (this “Joinder”), dated as of _____ 20____, to the Canadian Guarantee and Security Agreement, dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guarantee and Security Agreement in order to induce the Lender Group and the Bank Product Providers to make certain financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements;

WHEREAS, pursuant to Section 5.11 of the Credit Agreement and Section 26 of the Guarantee and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guarantee and Security Agreement, and the joinder to the Guarantee and Security Agreement by the undersigned new Grantor or Grantors (collectively, the “New Grantors”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group or the Bank Product Providers, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents and the Bank Product Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guarantee and Security Agreement, each New Grantor, by its signature below, becomes a “Grantor” [and “Guarantor”]¹ under the Guarantee and Security Agreement with the same force and effect as if originally named therein as a “Grantor” [and “Guarantor”] and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guarantee and Security Agreement applicable to it as a “Grantor” [or “Guarantor”] thereunder, and (b) represents and warrants that the representations and warranties made by it as a “Grantor” [or “Guarantor”] thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby [(i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, and (ii)] unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor’s right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a “Grantor” [or “Guarantor”] in the Guarantee and Security Agreement shall be deemed to include each New Grantor. The Guarantee and Security Agreement is incorporated herein by reference.

2. Schedule 1, “Reserved”, Schedule 2, “Copyrights”, Schedule 3, “Intellectual Property Licenses”, Schedule 4, “Patents”, Schedule 5, “Pledged Companies”, Schedule 6, “Trademarks”, Schedule 7, Name; Jurisdiction; Chief Executive Office; Registered Office; Tax and Business Identification Numbers and Organizational Numbers, Schedule 8, “Owned Real Property”, Schedule 9, “Deposit Accounts and Securities Accounts”, and Schedule 10, “List of PPSA Filing Jurisdictions”, attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, and Schedule 10, respectively, to the Guarantee and Security Agreement and shall be deemed a part thereof for all purposes of the Guarantee and Security Agreement.

3. Each New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements, financing change statements and amendments thereto (a) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, or the appropriate checked boxes (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by the PPSA for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to Agent, the Lender Group and the Bank Product Providers that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic

¹ If new Grantor is a Borrower, provision may not be included.

method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

6. The Guarantee and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, [AND JUDICIAL REFERENCE] SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guarantee and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[Name of New Grantor]

By: _____

Name: _____

Title: _____

[Name of New Grantor]

By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT A

CANADIAN COPYRIGHT SECURITY AGREEMENT

This CANADIAN COPYRIGHT SECURITY AGREEMENT (this “Copyright Security Agreement”) is made this ___ day of _____, 20___, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (referred to in this Copyright Security

Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Copyright Collateral”):

(a) all of such Grantor’s Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CANADIAN GUARANTEE AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent prior written notice of no less than five Business Days before filing any additional application for registration of any copyright and prompt notice in writing of any additional copyright registrations granted therefor after the date hereof. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement is a Loan Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an original

executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
TO
CANADIAN COPYRIGHT SECURITY AGREEMENT

Copyright Registrations/Applications

Grantor	Country	Copyright	Registration No. / Application No.	Registration Date / Application Date

Copyright Licenses

EXHIBIT B

CANADIAN PATENT SECURITY AGREEMENT

This CANADIAN PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this ___ day of _____, 20___, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CANADIAN GUARANTEE AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guarantee and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
to
CANADIAN PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date

Patent Licenses

EXHIBIT C

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____, 20__ (this “Pledged Interests Addendum”), is delivered pursuant to Section 7 of the Canadian Guarantee and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Canadian Guarantee and Security Agreement, dated as of January 29, 2021, (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guarantee and Security Agreement and any Pledged Company set forth on Schedule I shall be and become a “Pledged Company” under the Guarantee and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guarantee and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____

Name:

Title:

SCHEDULE I
TO
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate No.

EXHIBIT D

CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this ___ day of _____, 20___, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CANADIAN GUARANTEE AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall

deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

CANADIAN GUARANTEE AND SECURITY AGREEMENT
JOINDER

Joinder No. 1 (this “Joinder”), dated as of June 5, 2026, to the Canadian Guarantee and Security Agreement, dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guarantee and Security Agreement in order to induce the Lender Group and the Bank Product Providers to make certain financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements;

WHEREAS, pursuant to Section 5.11 of the Credit Agreement and Section 26 of the Guarantee and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guarantee and Security Agreement, and the joinder to the Guarantee and Security Agreement by the undersigned new Grantor or Grantors (collectively, the “New Grantors”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers; and

WHEREAS, each New Grantor (a) is an Affiliate of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group or the Bank Product Providers, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents and the Bank Product Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

In accordance with Section 26 of the Guarantee and Security Agreement, each New Grantor, by its signature below, becomes a “Grantor” and “Guarantor” under the Guarantee and Security Agreement with the same force and effect as if originally named therein as a “Grantor” and “Guarantor” and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guarantee and Security Agreement applicable to it as a “Grantor” or “Guarantor” thereunder, and (b) represents and warrants that the representations and warranties made by it as a “Grantor” or “Guarantor” thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby (i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, and (ii) unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor’s right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a “Grantor” or “Guarantor” in the Guarantee and Security Agreement shall be deemed to include each New Grantor. The Guarantee and Security Agreement is incorporated herein by reference.

Schedule 1, “Reserved”, Schedule 2, “Copyrights”, Schedule 3, “Intellectual Property Licenses”, Schedule 4, “Patents”, Schedule 5, “Pledged Companies”, Schedule 6, “Trademarks”, Schedule 7, Name; Jurisdiction; Chief Executive Office; Registered Office; Tax and Business Identification Numbers and Organizational Numbers, Schedule 8, “Owned Real Property”, Schedule 9, “Deposit Accounts and Securities Accounts”, and Schedule 10, “List of PPSA Filing Jurisdictions”, attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, and Schedule 10, respectively, to the Guarantee and Security Agreement and shall be deemed a part thereof for all purposes of the Guarantee and Security Agreement.

Each New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements, financing change statements and amendments thereto (a) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, or the appropriate checked boxes (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by the PPSA for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction in connection with the Loan Documents.

Each New Grantor represents and warrants to Agent, the Lender Group and the Bank Product Providers that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

The Guarantee and Security Agreement, as supplemented hereby, shall remain in full force and effect.

THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guarantee and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

FIELD AVIATION EAST LTD.

Signed by:
By: John Mactaggart
Name: John Mactaggart
Title: CEO

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guarantee and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

FIELD AVIATION EAST LTD.

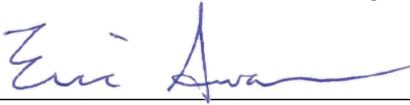
By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:  _____

Name: Eric Swan

Title: Authorized Signatory

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of June 5, 2026 (this “Pledged Interests Addendum”), is delivered pursuant to Section 7 of the Canadian Guarantee and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Canadian Guarantee and Security Agreement, dated as of January 29, 2021, (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guarantee and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guarantee and Security Agreement and any Pledged Company set forth on Schedule I shall be and become a “Pledged Company” under the Guarantee and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.


The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guarantee and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

FIELD AVIATION COMPANY INC.

Signed by:

By: EB55A634D2E640B...
Name: John Mactaggart
Title: CEO

SCHEDULE I
TO
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate No.
FIELD AVIATION COMPANY INC.	FIELD AVIATION EAST LTD.	1	Common Shares	100	100	C-1

Click or tap here to enter text.

GUARANTY AND SECURITY AGREEMENT

This **GUARANTY AND SECURITY AGREEMENT** (this "Agreement"), dated as of January 29, 2021, by and among the Persons listed on the signature pages hereof as "Grantors" and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a "Grantor" and collectively, the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation ("Parent"), **ASES, LLC**, a Delaware limited liability company ("ASES"), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation ("Aviation Canada"; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make loans and provide other financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to extend the Loans thereunder, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, (a) each Grantor (other than any Borrower) has agreed to guaranty the Guaranteed Obligations, and (b) each Grantor has agreed to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than any Borrower) is an Affiliate of each Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions; Construction.**

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code (including, without limitation, Account, Account Debtor, Chattel Paper, Commercial Tort Claims, Deposit Account, Drafts,

Documents, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Instruments, Letters of Credit, Letter-of-Credit Rights, Promissory Notes, Proceeds, Securities Account and Supporting Obligations) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) “Acquisition Documents” means the agreements, instruments and documents evidencing, or entered into in connection with, an Acquisition (including a Permitted Acquisition) by a Grantor.

(ii) “Activation Instruction” has the meaning specified therefor in Section 7(k)(ii) hereof.

(iii) “Agent” has the meaning specified therefor in the preamble to this Agreement.

(iv) “Agreement” has the meaning specified therefor in the preamble to this Agreement.

(v) “Books” means books and records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s goods or General Intangibles related to such information).

(vi) “Borrower” and “Borrowers” have the respective meanings specified therefor in the recitals to this Agreement.

(vii) “Canadian Collection Account” means a Deposit Account of a Canadian Grantor which is used exclusively for deposits of Collections and proceeds of Collateral and not as a disbursement or operating account upon which checks or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(viii) “Canadian Grantor” means any Grantor organized under the laws of Canada or a province therein.

(i) “Canadian Operating Account” means a disbursement or operating account of a Canadian Grantor upon which checks or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(ii) “Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(iii) “Collateral” has the meaning specified therefor in Section 3 hereof.

(iv) “Collection Account” means a US Collection Account and a Canadian Collection Account, as applicable.

(v) “Collections” means, all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, cash proceeds of asset sales, rental proceeds and tax refunds).

(vi) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(vii) “Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(viii) “Controlled Account” means a Deposit Account other than an Excluded Account.

(ix) “Controlled Account Bank” has the meaning specified therefor in Section 7(k) hereof.

(x) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xi) “Copyright Security Agreement” means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit A.

(xii) “Credit Agreement” has the meaning specified therefor in the recitals to this Agreement.

(xiii) “Excluded Accounts” means (A) Deposit Accounts and Securities Accounts with an aggregate amount on deposit therein of not more than \$15,000 at any one time for all such Deposit Accounts or Securities Accounts, or (B) Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Grantor’s employees.

(xiv) “Excluded Property” has the meaning specified therefor in Section 3 hereof.

(xv) “Excluded Swap Obligation” means, with respect to any Grantor, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Grantor of (including by virtue of the joint and several liability provisions of Section 2.15 of the Credit Agreement with respect to any Grantor that is a Borrower), or the grant by such Grantor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Grantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Grantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap,

such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

(xvi) “Foreclosed Grantor” has the meaning specified therefor in Section 2(i)(iv) hereof.

(xvii) “General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, software, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, route lists, rights to payment and other rights under Acquisition Documents, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, monies due or recoverable from pension funds, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(xviii) “Grantor” and “Grantors” have the respective meanings specified therefor in the preamble to this Agreement (and includes US Grantors and Canadian Grantors).

(xix) “Guarantied Obligations” means all of the Obligations (including any Bank Product Obligations) now or hereafter existing. Without limiting the generality of the foregoing, Guarantied Obligations shall include all amounts that constitute part of the Guarantied Obligations and would be owed by any Borrower to Agent, any other member of the Lender Group, or any Bank Product Provider but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any Guarantor; provided, that, anything to the contrary contained in the foregoing notwithstanding, the Guarantied Obligations shall exclude any Excluded Swap Obligation.

(xx) “Guarantor” means each Grantor other than any Borrower.

(xxi) “Guaranty” means the guaranty specified therefor in Section 2 hereof.

(xxii) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(xxiii) “Intellectual Property Licenses” means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule 3, and (z) the right to use any

of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group's rights under the Loan Documents.

(xxiv) "Investment Property" means (A) any and all investment property (as that term is defined in the Code), and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xxv) "Joinder" means each Joinder to this Agreement executed and delivered by Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1.

(xxvi) "Lender" and "Lenders" have the respective meanings specified therefor in the recitals to this Agreement.

(xxvii) "Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(xxviii) "Operating Account" means a US Operating Account and a Canadian Operating Account, as applicable.

(xxix) "Patents" means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(xxx) "Patent Security Agreement" means each Patent Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit B.

(xxxi) "Pledged Companies" means each Person listed on Schedule 5 as a "Pledged Company", together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor after the Closing Date and is required to be pledged pursuant to Section 5.11 of the Credit Agreement.

(xxxii) "Pledged Interests" means all of each Grantor's right, title and interest in and to all of the Equity Interests, now owned or hereafter acquired by such Grantor and which Equity Interests are required by the Loan Documents to become Collateral hereunder, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all Proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(xxxiii) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit C.

(xxxiv) “Pledged Operating Agreements” means all of each Grantor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(xxxv) “Pledged Partnership Agreements” means all of each Grantor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(xxxvi) “PPSA” means the Personal Property Security Act (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, if attachment, perfection or priority of Agent’s Lien on any Collateral are governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, “PPSA” means those personal property security laws in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

(xxxvii) “Proceeds” has the meaning specified therefor in Section 3 hereof.

(xxxviii) “PTO” means the United States Patent and Trademark Office.

(xxxix) “Qualified ECP Grantor” means, in respect of any Swap Obligation, each Grantor that has total assets exceeding \$10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(xl) “Real Property” means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(xli) “Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(xlii) “Secured Obligations” means (a) all “Obligations” and (b) all other Guaranteed Obligations of each Grantor; provided, that, anything to the contrary contained in the foregoing notwithstanding, the Secured Obligations shall exclude any Excluded Swap Obligation.

(xliii) “Security Interest” has the meaning specified therefor in Section 3 hereof.

(xliv) “Specified Swedish Krona Accounts” means, collectively, (a) that certain deposit account 002-409712-270 of Aviation Canada maintained with Existing Lender and (b) each other Deposit Account of Aviation Canada as may be established with respect to the collection, disbursement and/or maintenance of funds denominated in Swedish Krona.

(xlv) “State or Provincial Contract” has the meaning specified therefor in Section 7(f) hereof.

(xlvi) “Supporting Obligations” means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(xlvi) “Swap Obligation” means, with respect to any Grantor, any obligation to pay or perform under any Hedge Agreement or any other agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

(xlviii) “Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

(xlix) “Trademark Security Agreement” means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and Agent, in substantially the form of Exhibit D.

(l) “URL” means “uniform resource locator”, an internet web address.

(li) “US Collection Account” means a Deposit Account of a US Grantor which is used exclusively for deposits of Collections and proceeds of Collateral and not as a disbursement or operating account upon which checks or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(lii) “US Grantor” means any Grantor organized under the laws of the United States, any state thereof or the District of Columbia.

(i) “US Operating Account” means a disbursement or operating account of a US Grantor upon which checks or other drafts may be drawn, and which is designated as such and listed on Schedule 9.

(ii) “Voidable Transfer” has the meaning specified therefor in Section 23(b) hereof.

(b) This Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, and such rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(c) All of the schedules, exhibits and annexes attached to this Agreement shall be deemed incorporated herein by reference.

2. Guaranty.

(a) In recognition of the direct and indirect benefits to be received by Guarantors from the proceeds of the Loans, the issuance of the Letters of Credit, and the entering into of the Bank Product Agreements and by virtue of the financial accommodations to be made to Borrowers, each of the Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations. If any or all of the Obligations constituting Guaranteed Obligations becomes due and payable, each of the Guarantors, unconditionally and irrevocably, and without

the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to Agent, for the benefit of the Lender Group and the Bank Product Providers, together with any and all reasonable and documented expenses (including Lender Group Expenses) that may be incurred by Agent or any other member of the Lender Group or any Bank Product Provider in demanding, enforcing, or collecting any of the Guaranteed Obligations (including the enforcement of any collateral for such Guaranteed Obligations or any collateral for the obligations of the Guarantors under this Guaranty). If claim is ever made upon Agent or any other member of the Lender Group or any Bank Product Provider for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Guaranteed Obligations and any of Agent or any other member of the Lender Group or any Bank Product Provider repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including any Borrower or any Guarantor), then and in each such event, each of the Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation (or purported revocation) of this Guaranty or other instrument evidencing any liability of any Grantor, and the Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(b) Additionally, each of the Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, whether or not due or payable by any Loan Party upon the occurrence of any of the events specified in Section 8.4 or 8.5 of the Credit Agreement, and irrevocably and unconditionally promises to pay such Guaranteed Obligations to Agent, for the benefit of the Lender Group and the Bank Product Providers, without the requirement of demand, protest, or any other notice or other formality, in lawful money of the United States.

(c) The liability of each of the Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Guaranteed Obligations, whether executed by any other Guarantor or by any other Person, and the liability of each of the Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking (other than payment in full of the Guaranteed Obligations), (ii) any dissolution, termination, or increase, decrease, or change in personnel by any Grantor, (iii) any payment made to Agent, any other member of the Lender Group, or any Bank Product Provider on account of the Obligations which Agent, such other member of the Lender Group, or such Bank Product Provider repays to any Grantor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or compromise of any claim made in such a proceeding relating to such payment), and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, (iv) any action or inaction by Agent, any other member of the Lender Group, or any Bank Product Provider, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the Obligations or of any security therefor.

(d) This Guaranty includes all present and future Guaranteed Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed Obligations after prior Guaranteed Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each Guarantor hereby waives any right to revoke this Guaranty as to future Guaranteed Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by Agent, (ii) no such revocation shall apply to any Guaranteed Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms

and conditions thereof), (iii) no such revocation shall apply to any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any member of the Lender Group or any Bank Product Provider in existence on the date of such revocation, (iv) no payment by any Guarantor, any Borrower, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such Guarantor hereunder, and (v) any payment by any Borrower or from any source other than such Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guaranteed Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such Guarantor hereunder. This Guaranty shall be binding upon each Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Agent (for the benefit of the Lender Group and the Bank Product Providers) and its successors, transferees, or permitted assigns.

(e) The guaranty by each of the Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantors hereunder are independent of the obligations of any other Guarantor or Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the Guarantors whether or not action is brought against any other Guarantor or Grantor or any other Person and whether or not any other Guarantor or Grantor or any other Person be joined in any such action or actions. Each of the Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Grantor or other circumstance which operates to toll any statute of limitations as to any Grantor shall operate to toll the statute of limitations as to each of the Guarantors.

(f) Each of the Guarantors authorizes Agent, the other members of the Lender Group, and the Bank Product Providers without notice or demand (other than any notice expressly required to be provided hereunder or under any other Loan Document), and without affecting or impairing its liability hereunder, from time to time to:

(i) except to the extent expressly provided in the Loan Documents, change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Obligations or any of the Guaranteed Obligations (including any of the obligations of all or any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Grantor;

(iv) release or substitute any one or more endorsers, guarantors, any Grantor, or other obligors;

(v) settle or compromise any of the Obligations, any security therefor, or any liability (including any of those of any of the Guarantors under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of any Grantor to Agent, any other member of the Lender Group, or any Bank Product Provider regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, any Bank Product Agreement, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement, any other Loan Document, any Bank Product Agreement, or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantors from all or part of its liabilities under this Guaranty (other than a defense of payment in full of the Guaranteed Obligations).

(g) It is not necessary for Agent, any other member of the Lender Group, or any Bank Product Provider to inquire into the capacity or powers of any of the Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(h) Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any member of the Lender Group or any Bank Product Provider with respect thereto. The obligations of each Guarantor under this Guaranty are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(ii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guaranteed Obligations resulting from the extension of additional credit;

(iii) any taking, exchange, release, or non-perfection of any Lien in and to any Collateral, or any taking, release, amendment, waiver, supplement, restatements, extension, novation, renewal, replacements, or continuation of, or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, defense, or other right that any Guarantor may have at any time against any Person, including Agent, any other member of the Lender Group, or any Bank Product Provider;

(v) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor;

(vi) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Grantor or any other guarantors or sureties;

(vii) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any Grantor; or

(viii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or any other guarantor or surety (other than payment in full of the Guaranteed Obligations).

(i) Waivers.

(i) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require Agent, any other member of the Lender Group, or any Bank Product Provider to (i) proceed against any other Grantor or any other Person, (ii) proceed against or exhaust any security held from any other Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of any Grantor or any other Person, other than payment of the Guaranteed Obligations to the extent of such payment, based on or arising out of the disability of any Grantor or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Grantor other than payment of the Obligations to the extent of such payment. Subject to Section 17 hereof, Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or non-judicial sales or other dispositions, or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Grantor or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Guarantors hereunder except to the extent the Guaranteed Obligations have been paid.

(ii) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations, except to the extent such notices are expressly required by the Loan Documents. Each of the Guarantors waives notice of any Default or Event of Default under any of the Loan Documents except to the extent such notices are expressly required by the Loan Documents. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Grantor's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope, and extent of the risks which each of the Guarantors assumes and incurs hereunder, and agrees that neither Agent nor any of the other members of the Lender Group nor any Bank Product Provider shall have any duty to advise any of the Guarantors of information known to them regarding such circumstances or risks.

(iii) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (A) any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable) (other than the defense that all of the Guaranteed Obligations have been paid in full), set-off, counterclaim, or claim which each Guarantor may now or at any time hereafter have against any Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or

indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor, (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such Guarantor against any Borrower or other guarantors or sureties, and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder.

(iv) No Guarantor will exercise any rights that it may now or hereafter acquire against any Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Grantor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash and all of the Commitments have been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Agent to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this Guaranty, no Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Grantor (the "Foreclosed Grantor"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Grantor whether pursuant to this Agreement or otherwise.

3. Grant of Security. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"):

- (a) all of such Grantor's Accounts;
- (b) all of such Grantor's Books;
- (c) all of such Grantor's Chattel Paper;
- (d) all of such Grantor's Commercial Tort Claims;
- (e) all of such Grantor's Deposit Accounts;
- (f) all of such Grantor's Equipment;

- (g) all of such Grantor's Fixtures;
- (h) all of such Grantor's General Intangibles;
- (i) all of such Grantor's Inventory;
- (j) all of such Grantor's Investment Property;
- (k) all of such Grantor's Intellectual Property and Intellectual Property Licenses;
- (l) all of such Grantor's Negotiable Collateral;
- (m) all of such Grantor's Pledged Interests (including all of such Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);
- (n) all of such Grantor's Securities Accounts;
- (o) all of such Grantor's Supporting Obligations;
- (p) all of such Grantor's money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Agent (or its agent or designee) or any other member of the Lender Group; and
- (q) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Agent from time to time with respect to any of the Investment Property.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) voting Equity Interests of any CFC, solely to the extent that (y) such Equity Interests represent more than 65% of the outstanding voting Equity Interests of such CFC, and (z) pledging or hypothecating more than 65% of the total outstanding voting Equity Interests of such CFC would result in adverse tax consequences or the costs to the Grantors of providing such pledge are unreasonably excessive (as determined by Agent in consultation with Borrowers) in relation to the benefits to Agent, the other members of the Lender Group, and the Bank Product Providers of the security afforded thereby (which pledge, if reasonably requested by Agent, shall be governed by the laws of the jurisdiction of such Subsidiary), (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such

prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's or any Bank Product Provider's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests), or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral (collectively, "Excluded Property").

Notwithstanding anything else in this Agreement, the grant by each Canadian Grantor of a Lien in trademarks (as defined in the *Trade-mark Act* (Canada)) under this Agreement shall be limited to a grant by such Canadian Grantor of a Lien in all of such Canadian Grantor's right, title and interest in such trademarks. Nothing in this Section 3 shall be construed to limit, impair, or otherwise affect Agent's continuing Liens upon any rights or interests of any Canadian Grantor in or to (x) monies due or to become due under any described permit, license or agreement of such Canadian Grantor (including any Accounts), or (y) any proceeds, products, substitutions, or replacements of the sale, license, lease, or other disposition thereof (unless such proceeds, products, substitutions, or replacements would otherwise be excluded hereunder).

4. Security for Secured Obligations. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding. Further, the Security Interest created hereby encumbers each Grantor's right, title, and interest in all Collateral, whether now owned by such Grantor or hereafter acquired, obtained, developed, or created by such Grantor and wherever located.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements to which it is a party included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) none of the members of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any of the members of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective

businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default, and (ii) Agent has notified the applicable Grantor in writing of Agent's election to exercise such rights with respect to the Pledged Interests pursuant to Section 16.

6. Representations and Warranties. In order to induce Agent to enter into this Agreement for the benefit of the Lender Group and the Bank Product Providers, each Grantor makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office of each Grantor is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's tax identification numbers and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) As of the Closing Date, no Grantor holds any commercial tort claims that exceed \$125,000 in amount, except as set forth on Schedule 1.

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 7(k)(iii) with respect to Controlled Accounts and provided that Grantors comply with Section 7(c) hereof) is a listing of all of Grantors' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (i) the name and address of such Person, and (ii) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Closing Date.

(g) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor, all applications for registration of Copyrights owned by any Grantor, and all other Copyrights owned by any Grantor and material to the conduct of the business of any Grantor, (ii) Schedule 3 provides a complete and correct list of all Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in

Intellectual Property owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business), or (B) any Person has granted to any Grantor any license or other rights in Intellectual Property owned or controlled by such Person that is material to the business of such Grantor, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor (other than off-the-shelf, shrink-wrapped or “click to accept” software licenses or other licenses to generally commercially available software), (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor, and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, and all applications for registration of Trademarks owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or holds licenses in all Intellectual Property, and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor have signed agreements containing assignment of Intellectual Property rights to such Grantor and obligations of confidentiality, in each case of clauses (A) and (B), except to the extent the failure of the same could not reasonably be expected to have a Material Adverse Effect;

(ii) to each Grantor’s knowledge, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor’s knowledge, (1) such Grantor has not infringed or misappropriated and is not currently infringing or misappropriating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights of any Person, and (B) to any Grantor’s knowledge, there are no infringement or misappropriation claims or proceedings pending, threatened in writing against any Grantor, and no Grantor has received any written notice or other communication of any actual or alleged infringement or misappropriation of any Intellectual Property rights of any Person, in each case of clauses (A) and (B), except where such infringement or misappropriation either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor’s knowledge, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect, except to the extent the failure of the same could not reasonably be expected to have a Material Adverse Effect; and

(v) each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(i) This Agreement creates a valid security interest in the Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Grantor’s name on Schedule 10. Upon the making of such filings, Agent shall have a first priority

(subject only to Permitted Liens) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement under the Code. Upon filing of any Copyright Security Agreement with the United States Copyright Office, filing of any Patent Security Agreement and any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 10, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's United States issued and registered Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. All action by any Grantor for which any Grantor is responsible that is necessary to perfect such security interest on each item of Collateral has been duly taken.

(j) (i) Except for the Security Interest created hereby and except for transactions otherwise expressly permitted by the Credit Agreement, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date, (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and such Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement, (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to Agent as provided herein, (iv) all actions necessary or reasonably requested by Agent to perfect and establish the first priority (subject only to Permitted Liens) of, or otherwise protect, Agent's Liens in the Investment Property, and the proceeds thereof, have been duly taken (subject to the limitations on perfection contained herein), upon (A) the execution and delivery of this Agreement, (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers (or other documents of transfer acceptable to Agent) endorsed in blank by the applicable Grantor, (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 10 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto, and (v) each Grantor has delivered to and deposited with Agent all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the Collateral pursuant to this Agreement, except (A) as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally, (B) for consents, approvals, authorizations, or other orders or actions that have already been obtained or given (as applicable) and that are still in force, and (C) the filing of financing statements and other filings necessary to perfect the Security Interests granted hereby. No Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Intellectual Property License.

(l) [Reserved].

(m) [Reserved].

(n) As to all Pledged Interests that are limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that such Pledged Interests issued pursuant to such agreement (i) are not dealt in or traded on securities exchanges or in securities markets, (ii) do not constitute investment company securities, and (iii) are not held by such Grantor in a Securities Account. With respect to the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, which provide that such Pledged Interests are securities governed by Article 8 of the Code as in effect in any relevant jurisdiction (provided, that, with respect to any agreements governing any of the Pledged Interests that are limited liability company or partnership interests acquired after the date hereof which provide that such Pledged Interests are securities governed by Article 8 of the Code as in effect in any relevant jurisdiction, such agreements provide that such Pledged Interests be certificated and as to any such Pledged Interests that are certificated, such Grantor shall have complied with Section 7(h)(v) with respect thereto), the applicable Grantors shall not opt out of Article 8 of the Code with respect to such Pledged Interests without prior written notice to Agent.

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23:

(a) Possession of Collateral. In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Property, or Chattel Paper having an aggregate value or face amount of \$125,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) after acquisition thereof), notify Agent thereof, and if and to the extent that perfection or priority of Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after request by Agent, shall execute such other documents and instruments as shall be requested by Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be requested by Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent's Security Interest therein.

(b) Chattel Paper.

(i) Promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after request by Agent, each Grantor shall take all steps reasonably necessary to grant Agent control of all electronic Chattel Paper in accordance with the Code and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds \$125,000; and

(ii) If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the request of Agent, such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest

of Wells Fargo Bank, National Association, as Agent for the benefit of the Lender Group and the Bank Product Providers.”

(c) Control Agreements.

(i) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall obtain an executed Control Agreement, from each bank maintaining a Deposit Account or Securities Account for such Grantor (other than with respect to any Excluded Accounts) in accordance with Section 7(k) below; and

(ii) Each Grantor shall obtain an executed Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, or maintaining a Securities Account for such Grantor (other than with respect to any Excluded Accounts) in accordance with Section 7(k) below.

(d) Letter-of-Credit Rights. If the Grantors (or any of them) are or become the beneficiary of letters of credit having a face amount or value of \$125,000 or more in the aggregate, then the applicable Grantor or Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) after becoming a beneficiary), notify Agent thereof and, promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after the request by Agent, enter into a tri-party agreement with Agent and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to Agent and directing all payments thereunder to Agent’s Account, all in form and substance reasonably satisfactory to Agent.

(e) Commercial Tort Claims. If the Grantors (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of \$125,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Grantor or Grantors shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of obtaining such Commercial Tort Claim), notify Agent upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion)) after the request by Agent, amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by Agent to give Agent a first priority (subject only to Permitted Liens), perfected security interest in any such Commercial Tort Claim.

(f) Government Contracts. Other than Accounts and Chattel Paper arising from US Government Contracts (which shall be subject to compliance with Section 5.16 of the Credit Agreement (to the extent that such compliance is required pursuant to the terms thereof)), if any Account or Chattel Paper arises out of a contract or contracts with any state of the United States, Canada or any province or territory of Canada, Grantors shall (i) with respect to any other Accounts and Chattel Paper arising out of any contract with any state of the United States or any province or territory of Canada, which contract has a value in excess of \$500,000 (each a “State or Provincial Contract”), promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of the creation thereof) notify Agent thereof, and (ii) (A) if requested by Agent in its Permitted Discretion or the Required Lenders during any Increased Reporting Period with respect to any State or Provincial Contract, or (B) if requested by Agent upon the occurrence and during the continuance of an Event of Default with respect to any State or Provincial Contract or with respect to any other Accounts and Chattel Paper arising

out of a contract or contracts with Canada, within 90 days, execute any instruments or take any steps reasonably required by Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall provide written notice thereof under the *Financial Administration Act* (Canada) or other applicable state or provincial law.

(g) Intellectual Property.

(i) Upon the request of Agent with respect to Intellectual Property that is necessary in or material to the conduct of such Grantor's business, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to Agent one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence Agent's Lien on such Grantor's United States issued and registered Patents, Trademarks, or Copyrights that are necessary in or material to the conduct of such Grantor's business, and the General Intangibles of such Grantor relating thereto or represented thereby;

(ii) Except to the extent the same could not reasonably be expected to have a Material Adverse Effect, each Grantor shall have the duty, with respect to Intellectual Property to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until payment in full of the Secured Obligations, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until payment in full of the Secured Obligations, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License to the extent the same could reasonably be expected to have a Material Adverse Effect. Each Grantor hereby agrees to take the steps described in this Section 7(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of the Grantors' business, taken as a whole;

(iii) Grantors acknowledge and agree that the Lender Group shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 7(g)(iii), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable and documented fees and expenses of outside attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) If an Event of Default has occurred and is continuing, and if requested by Agent, each Grantor shall (A) file applications and take any and all other reasonable actions necessary to register on an expedited basis (if expedited processing is available in accordance with the applicable regulations and procedures of the United States Copyright Office and any similar office of any other

jurisdiction in which Copyrights are used) each of such Grantor's Copyrights in any proprietary software that is material to generating revenue for such Grantor and identifying such Grantor as the sole claimant thereof in a manner sufficient to claim in the public record (or as a co-claimant thereof, if such is the case) such Grantor's ownership or co-ownership thereof, and (B) cause to be prepared, executed, and delivered to Agent, with sufficient time to permit Agent to record no later than five Business Days following the date of registration of or recordation of transfer of ownership, as applicable, to the applicable Grantor of such Copyrights, (1) a Copyright Security Agreement or supplemental schedules to the Copyright Security Agreement reflecting the security interest of Agent in such Copyrights, which supplemental schedules shall be in form and content suitable for recordation with the United States Copyright Office (or any similar office of any other jurisdiction in which Copyrights are used), and (2) any other documentation as Agent reasonably deems necessary and requests in order to perfect and continue perfected Agent's Liens on such Copyrights following such recordation;

(v) On each date on which a Compliance Certificate is required to be delivered pursuant to Section 5.1 of the Credit Agreement (or, if an Event of Default has occurred and is continuing, more frequently if requested by Agent), each Grantor shall provide Agent with a schedule of all new Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, and of all Intellectual Property Licenses that are material to the conduct of Grantor's business, taken as a whole, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Intellectual Property Licenses as being subject to the security interests created thereunder;

(vi) Upon receipt from the United States Copyright Office of notice of registration of any Copyright that is necessary in or material to the conduct of such Grantor's business, each Grantor shall promptly (but in no event later than five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) following such receipt) notify (but without duplication of any notice required by Section 7(g)(v)) Agent of such registration by delivering, or causing to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright. If any Grantor acquires from any Person any Copyright registered with the United States Copyright Office or an application to register any Copyright with the United States Copyright Office, in either case, that is necessary in or material to the conduct of such Grantor's business, such Grantor shall promptly (but in no event later than five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) following such acquisition) notify Agent of such acquisition and deliver, or cause to be delivered, to Agent, documentation sufficient for Agent to perfect Agent's Liens on such Copyright;

(vii) Except as could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property, as applicable (A) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements, (B) taking actions reasonably necessary to ensure that no trade secret falls into the public domain, and (C) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing

a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions;

(viii) [Reserved];

(ix) No Grantor shall enter into any Intellectual Property License material to the conduct of the business to receive any license or rights in any Intellectual Property of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Intellectual Property License (and all rights of Grantor thereunder) to Agent (and any transferees of Agent).

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquiring or obtaining such Collateral) deliver to Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, following the request of Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Agent in the exact form received;

(iii) Each Grantor shall promptly deliver to Agent a copy of each material notice or other material communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents;

(v) Each Grantor agrees that it will cooperate with Agent in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect the perfection of the Security Interest on the Investment Property or to effect any sale or transfer of the Investment Property; and

(vi) As to all limited liability company or partnership interests owned by such Grantor and issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provides or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Each Grantor further covenants and agrees that with respect to any interest in any limited liability company or limited partnership controlled now or in the future by such Grantor and pledged hereunder that is not a "security" within the meaning of Article 8 of the Code, such Grantor shall at no time elect to treat any such interest as a "security" within the meaning of Article 8 of the Code, nor shall such interest be represented

by a certificate, unless such Grantor provides prior written notification to Agent of such election and such interest is thereafter represented by a certificate that is promptly delivered to Agent pursuant to the terms hereof.

(vii) With respect to the bylaws or any other agreements governing any of the Pledged Interests issued by a corporate Pledged Company, which provide that the Pledged Interests can be certificated or uncertificated, such Pledged Interests shall be and remain certificated (unless otherwise agreed to in writing by Agent) and shall be delivered to Agent in accordance with the terms hereof.

(i) Real Property; Fixtures. Each Grantor covenants and agrees that upon the acquisition of any fee interest in Real Property having a fair market value in excess of \$1,500,000 it will promptly (and in any event within two Business Days (or such longer period as agreed to by Agent in writing in its sole discretion) of acquisition) notify Agent of the acquisition of such Real Property and will grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a first priority (subject only to Permitted Liens) Mortgage on the fee interest in such Real Property now or hereafter owned by such Grantor and shall deliver such other documentation and opinions, in form and substance reasonably satisfactory to Agent, in connection with the grant of such Mortgage as Agent shall request in its Permitted Discretion, including title insurance policies, financing statements, fixture filings and environmental audits and such Grantor shall pay all recording costs, intangible taxes and other fees and costs (including reasonable attorneys' fees and expenses of outside counsel) incurred by Agent in connection therewith. Each Grantor acknowledges and agrees that, to the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property.

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any Grantor, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in this Agreement or the other Loan Documents.

(k) Controlled Accounts; Controlled Investments.

(i) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall (A) establish and maintain cash management services of a type and on terms reasonably satisfactory to Agent at Wells Fargo or such other banks as Grantors may select (the "Controlled Account Bank"), and (B) (1) notify all Account Debtors to make all payments, in the case of US Grantors to a Controlled Account constituting a US Collection Account and in the case of Canadian Grantors to a Controlled Account constituting a Canadian Collection Account, (2) ensure that all Collections are paid directly from the applicable Account Debtor into the applicable Controlled Account constituting a Collection Account, and (3) cause all Collections that may be sent by an Account Debtor directly to such Grantor to be deposited promptly (and in any event within one Business Day) into the applicable Controlled Account constituting a Collection Account.

(ii) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall establish and maintain Control Agreements with Agent and the Controlled Account Bank, in form and substance reasonably acceptable to Agent, which Control Agreements shall provide, among other things, that (A) the Controlled Account Bank will comply with any instructions originated by Agent directing the disposition of the funds in each applicable Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against each applicable Controlled Account other than for payment of its service fees and other charges directly related

to the administration of such Controlled Account and for returned checks or other items of payment, and (1) in the case of Controlled Accounts constituting Collection Accounts, the Controlled Account Bank will forward, by daily sweep, all amounts in each applicable Controlled Account to the applicable Agent's Account, (2) in the case of Controlled Accounts constituting Operating Accounts, upon the instruction of Agent (an "Activation Instruction"), the Controlled Account Bank will forward by daily sweep all amounts in each applicable Controlled Account to the applicable Agent's Account and (3) in the case of the Swedish Krona Accounts, (aa) Aviation Canada shall forward, on a daily basis, all amounts in such Swedish Krona Accounts in excess of 3,600,000 kr, individually or in the aggregate, at any one time to the Agent's Account specified in clause (b) of Schedule A-1 to the Credit Agreement), and (bb) upon an Activation Instruction, the Controlled Account Bank will forward by daily sweep all amounts in such Swedish Krona Account to the Agent's Account specified in clause (b) of Schedule A-1 to the Credit Agreement.

(iii) Subject to any applicable time periods provided under Section 3.6 of the Credit Agreement, each Grantor shall establish and maintain Control Agreements with Agent and the applicable issuer, securities intermediary, or commodities intermediary, in accordance with the terms of Section 7(k)(ii), with respect to any Securities Accounts (other than with respect to Excluded Accounts). So long as no Event of Default has occurred and is continuing or would result therefrom, Borrowers may amend Schedule 9 to add or replace a Securities Account and shall upon such addition or replacement provide to Agent an amended Schedule 9; provided, that, within 45 days (or such longer period as Agent may agree in its sole discretion) of opening of such Securities Account, the applicable Grantor and the applicable issuer, securities intermediary, or commodities intermediary shall have executed and delivered to Agent a Control Agreement with respect to such Securities Account.

(iv) Subject to any applicable time periods provided under Section 3.6 to the Credit Agreement, other than with respect to Excluded Accounts, no Grantor will, and no Grantor will permit its Subsidiaries to, open or maintain any Deposit Accounts or Securities Accounts unless Grantor or its Subsidiary, as applicable, and the applicable bank or securities intermediary have entered into Control Agreements.

(l) Name, Etc. No Grantor will change its name, chief executive office, organizational identification number, jurisdiction of organization or organizational identity; provided, that any Grantor may change its name or chief executive office upon at least ten days prior written notice to Agent of such change.

(m) Account Verification. Each Grantor will, and will cause each of its Subsidiaries to, permit Agent, in Agent's name or in the name of a nominee of Agent, to verify the validity, amount or any other matter relating to any Account, by mail, telephone, facsimile transmission or other electronic means of transmission or otherwise. Further, at the reasonable request of Agent, each Grantor will, and will cause each of its Subsidiaries to, send requests for verification of Accounts or, after the occurrence and during the continuance of an Event of Default, send notices of assignment of Accounts to Account Debtors and other obligors.

(n) [Reserved].

(o) [Reserved].

(p) Keepwell. Each Qualified ECP Grantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to guaranty and otherwise honor all Obligations in respect of Swap Obligations. The obligations of each Qualified ECP Grantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Grantor intends that this Section

7(p) constitute, and this Section 7(p) shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Grantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

9. Further Assurances.

(a) Subject to any express limitations on perfection set forth herein, each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Agent of financing or continuation statements, or amendments thereto, and, subject to any express limitations on perfection set forth herein, such Grantor will execute and deliver to Agent such other instruments or notices, as Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction relating to the Collateral granted hereby.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Agent, subject to such Grantor’s rights under Section 9-509(d)(2) of the Code.

10. Agent’s Right to Perform Contracts, Exercise Rights, Etc. Upon the occurrence and during the continuance of an Event of Default, Agent (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right (subject to Section 17(b)) to use any Grantor’s rights under Intellectual Property Licenses in connection with the enforcement of Agent’s rights hereunder, including the right to prepare for sale and sell any and all

Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall have the right to request that any Equity Interests that are pledged hereunder be registered in the name of Agent or any of its nominees.

11. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Agent with respect to any of the Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or Intellectual Property Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor;

(g) Agent, on behalf of the Lender Group or the Bank Product Providers, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and Intellectual Property Licenses and, if Agent shall commence any such suit, the appropriate Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement; and

(h) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until payment in full of the Secured Obligations or the release of such Grantor under this Agreement.

12. Agent May Perform. If any Grantor fails to perform any agreement contained herein, Agent may itself perform, or cause performance of, such agreement, and the reasonable and documented expenses of Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors in accordance with the terms of the Credit Agreement.

13. Agent's Duties. The powers conferred on Agent hereunder are solely to protect Agent's interest in the Collateral, for the benefit of the Lender Group and the Bank Product Providers, and shall not impose any duty upon Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property.

14. Collection of Accounts, General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, Agent or Agent's designee may (a) make direct verification from Account Debtors with respect to any or all Accounts that are part of the Collateral, (b) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to Agent, for the benefit of the Lender Group and the Bank Product Providers, or that Agent has a security interest therein, or (c) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

15. Disposition of Pledged Interests by Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default has occurred and is continuing may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if such Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof, and (b) such reliance shall be conclusive evidence (absent manifest error) that Agent has handled the disposition in a commercially reasonable manner.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Agent may, at its option, and with two Business Days prior written notice to any Grantor (unless such Event of Default is an Event of Default specified in Section 8.4 or 8.5 of the Credit Agreement, in which case no such notice need be given), and in addition to all rights and remedies available to Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such

Pledged Interests in any manner Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Agent, the other members of the Lender Group, or the Bank Product Providers, or the value of the Pledged Interests.

17. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Agent forthwith, assemble all or part of the Collateral as directed by Agent and make it available to Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten days notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. Agent shall not be obligated to make any sale of Collateral regardless of notification of sale having been given. Agent may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code, and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code.

(b) Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Intellectual Property License) (to the extent not expressly prohibited by such license, sublicense or other agreement), as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Agent.

(c) Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which Agent's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of Agent, and (ii) with respect to any Grantor's Securities Accounts in which Agent's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Agent.

(d) Any cash held by Agent as Collateral and all cash Proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Agent shall have the right to an immediate writ of possession without notice of a hearing. Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Agent.

(f) Each Grantor, in its capacity as a member of a Pledged Company that is a limited liability company organized under the laws of Delaware (each a "Pledged DE LLC"), hereby acknowledges that the grant of a Lien on the Pledged Interests of such Pledged DE LLC shall not cause such Grantor to cease to (i) be a member of such Pledged DE LLC or (ii) have the power to exercise any rights or powers of a member and, except as provided in this Agreement or any other Loan Document, Agent shall not have any liability solely as a result of such grant of a Lien. Each such Grantor further acknowledges that any assignment, sale or other disposition of any Pledged Interests of a Pledged DE LLC by Agent pursuant to this Agreement or any other Loan Document in connection with the exercise of any of Agent's rights and remedies shall be valid and effective for all purposes, including, without limitation, under Section 18-702 of the Delaware Limited Liability Company Act and any Pledged Operating Agreement, to transfer all right, title and interest of the applicable Pledged Interests hereunder to itself, any Lender or any other Person (each an "Assignee") in accordance with this Agreement or any other Loan Document and applicable law (including, without limitation, the rights to participate in the management of the business and the business affairs of such Issuer, to share profits and losses, to receive distributions and to receive allocation of income, gain, loss, deduction, credit or similar item), and such Assignee shall be a member of such Pledged DE LLC with all rights and powers of a member under the applicable Pledged Operating Agreement. Each such Grantor and each Pledged DE LLC agrees that no further approval shall be required for the exercise of any rights or remedies under this Agreement. This Section 17(f) shall be deemed to be a "limited liability company agreement" under Section 18-101 of the Delaware Limited Liability Company Act.

18. Remedies Cumulative. Each right, power, and remedy of Agent, any other member of the Lender Group, or any Bank Product Provider as provided for in this Agreement, the other Loan Documents or any Bank Product Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, the other Loan Documents and the Bank Product Agreements or now or hereafter

existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Agent, any other member of the Lender Group, or any Bank Product Provider, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Agent, such other member of the Lender Group or such Bank Product Provider of any or all such other rights, powers, or remedies.

19. Marshaling. Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

20. Indemnity. Each Grantor agrees to indemnify Agent, the other members of the Lender Group, and the Bank Product Providers from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) arising out of or resulting from this Agreement (including enforcement of this Agreement) or any other Loan Document to which such Grantor is a party in accordance with and to the extent set forth in Section 10.3 of the Credit Agreement (in each case, except to the extent that a court of competent jurisdiction finally determines the same to have resulted from the gross negligence or willful misconduct of Agent, any member of the Lender Group or the Bank Product Providers). This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

21. Integration, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor to which such amendment applies.

22. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Agent at its address specified in the Credit Agreement, and to any of the Grantors at the notice address specified for Borrowers in the Credit Agreement, or as to any party, at such other address as shall be designated by such party in a written notice to the other party.

23. Continuing Security Interest; Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Secured Obligations have been paid in full in accordance with the provisions of the Credit Agreement, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of

its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guaranty made and the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Borrowers' request, Agent will promptly authorize the filing of appropriate termination statements or other releases to terminate such Security Interest. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Agent nor any additional Revolving Loans or other loans made by any Lender to any Borrower, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Agent, nor any other act of the Lender Group or the Bank Product Providers, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Agent in accordance with the provisions of the Credit Agreement. Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Agent would otherwise have had on any other occasion.

(b) If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any Proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Secured Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable and documented costs, expenses, and outside attorneys' fees of such member of the Lender Group or Bank Product Provider related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability.

24. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other

amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

25. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 25(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH PARTY HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY (I) ANY PARTY HERETO AGAINST ANY GRANTOR, THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING BANK, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT,

OR ATTORNEY-IN-FACT OF ANY OF THEM, OR (II) ANY LENDER AGAINST ANY GRANTOR OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND EACH GRANTOR AND EACH LENDER HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

26. New Subsidiaries. Pursuant to Section 5.11 of the Credit Agreement, certain Subsidiaries (whether by acquisition or creation) of any Grantor are required to enter into this Agreement by executing and delivering in favor of Agent a Joinder to this Agreement in substantially the form of Annex 1. Upon the execution and delivery of Annex 1 by any such new Subsidiary, such Subsidiary shall become a Guarantor and/or Grantor hereunder with the same force and effect as if originally named as a Guarantor and/or Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

27. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

28. Miscellaneous.

(a) This Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to Agent under this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Agreement will be as effective as delivery of a manually executed counterpart of the Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group, any Bank Product Provider, or any Grantor, whether under any

rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

29. Special Provisions Relating to Collateral. Canadian Grantors and Agent hereby acknowledge that value has been given by Agent and Lenders to each Canadian Grantor for the granting of the Liens hereunder, that this Agreement constitutes a security agreement as that term is defined in the PPSA, and that the parties have not agreed to postpone the time for attachment of such security interests.

30. Canadian Amalgamations. Each Canadian Grantor acknowledges and agrees that, in the event such Canadian Grantor amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term “Loan Party”, “Canadian Loan Party”, “Grantor” and “Canadian Grantor” when used in this Agreement or any other Loan Document, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Liens granted under this Agreement or any other Loan Document:

(a) shall extend to “Collateral” owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any “Collateral” thereafter owned or acquired by the amalgamated corporation;

(b) shall secure all “Obligations” of each of the amalgamating corporations and the amalgamated corporation to Agent for the benefit of the Lenders, at the time of amalgamation and all “Obligations” of the amalgamated corporation to Agent for the benefit of the Lenders; and

(c) shall attach to all “Collateral” owned by each corporation amalgamating with such Canadian Grantor, and by the amalgamated corporation, at the time of the amalgamation, and shall attach to all “Collateral” thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

FIELD AEROSPACE, INC.

By: *J Mactaggart*
Name: John Mactaggart
Title: President and CEO

ASES, LLC

By: Field Aviation, Inc., its sole member

By: *J Mactaggart*
Name: John Mactaggart
Title: President and CEO

FIELD AVIATION COMPANY INC.

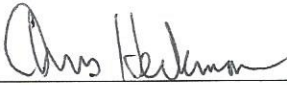
By: *J Mactaggart*
Name: John Mactaggart
Title: President and CEO

FIELD AVIATION, INC.

By: *J Mactaggart*
Name: John Mactaggart
Title: President and CEO

[Signatures Continued from Previous Page]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 
Name: Chris Heckman
Title: Authorized Signatory

SCHEDULE 1

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 2

COPYRIGHTS

None.

SCHEDULE 3

INTELLECTUAL PROPERTY LICENSES

None.

SCHEDULE 4

PATENTS

OWNER	REGISTRATION NUMBER	DESCRIPTION
ASES, LLC	6923606	Medical evacuation patient support pallet
ASES, LLC	6915582	Alignment structure
ASES, LLC	7143520	Alignment structure
ASES, LLC	8195151	Method and apparatus for integrating and communicating data link information from an aircraft to a ground station using a portable communications system
ASES, LLC	7980797	Method and apparatus for restraining cargo items on an aircraft
ASES, LLC	8442297	Methods of evaluating the quality of two-dimensional matrix dot-peened marks on objects and mark verification systems

SCHEDULE 5

PLEDGED COMPANIES

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate No.
Field Aerospace, Inc.	Field Aviation Company Inc.	900,000/900,000	Common Stock, No Par Value	100%	100%	C-2
Field Aerospace, Inc.	Field Aviation, Inc.	1/1	Common Stock, No Par Value	100%	100%	2
Field Aviation, Inc.	ASES, LLC	N/A	N/A	100%	100%	N/A

SCHEDULE 6
TRADEMARKS

None.

SCHEDULE 7

NAME; JURISDICTION; CHIEF EXECUTIVE OFFICE; TAX IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS

Name	Jurisdiction	Chief Executive Office	Tax Identification Number/CRA Business Number	Organizational Number
ASES, LLC	Delaware	6015 S. Portland Ave., Oklahoma City, OK 73159	45-3016176	5022810
Field Aerospace, Inc.	Ohio	8044 Montgomery Rd., Suites 400 and 425, Cincinnati, OH 45236	45-4315359	2076181
Field Aviation Inc.	Ohio	8044 Montgomery Rd., Suites 400 and 425, Cincinnati, OH 45236	98-0511513	1901204
Field Aviation Company Inc.	Alberta, Canada	Units 101&125-4300 26 th St. NE, Calgary, AB, Canada T1Y 7H7	12289 4710 RC0002	2016744613

SCHEDULE 8

OWNED REAL PROPERTY

None.

SCHEDULE 9**DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS**

Owner	Type of Account	Bank or Intermediary	Account Numbers	Address
Field Aerospace, Inc.	Operating Checking	HSBC Bank USA	751724106	452 Fifth Avenue, New York, NY 10018
Field Aviation, Inc.	Operating Checking	HSBC Bank USA	751724084	452 Fifth Avenue, New York, NY 10018
ASES, LLC	Operating Checking	HSBC Bank USA	048713686	452 Fifth Avenue, New York, NY 10018
Field Aviation, Inc.	Operating Checking	HSBC Bank Canada	002-689960-070	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-001	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-002	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-003	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-270	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-070	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-072	70 York Street, 4th Floor, Toronto, ON, M5J 1S9
Field Aviation Company Inc.	Operating Checking	HSBC Bank Canada	002-409712-073	70 York Street, 4th Floor, Toronto, ON, M5J 1S9

SCHEDULE 10

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

<u>Grantor</u>	<u>Jurisdiction</u>
ASES, LLC	Delaware
Field Aerospace, Inc.	Ohio
Field Aviation, Inc.	Ohio
Field Aviation Company Inc.	District of Columbia

ANNEX 1 TO GUARANTY AND SECURITY AGREEMENT
FORM OF JOINDER

Joinder No. ____ (this “Joinder”), dated as of _____ 202__, to the Guaranty and Security Agreement, dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lender Group and the Bank Product Providers to make certain financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements;

WHEREAS, pursuant to Section 5.11 of the Credit Agreement and Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the “New Grantors”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group or the Bank Product Providers, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents and the Bank Product Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 26 of the Guaranty and Security Agreement, each New Grantor, by its signature below, becomes a “Grantor” [and “Guarantor”]¹ under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a “Grantor” [and “Guarantor”] and each New Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a “Grantor” [or “Guarantor”] thereunder, and (b) represents and warrants that the representations and warranties made by it as a “Grantor” [or “Guarantor”] thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor hereby [(i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, and (ii)] unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor’s right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a “Grantor” [or “Guarantor”] in the Guaranty and Security Agreement shall be deemed to include each New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, “Commercial Tort Claims”, Schedule 2, “Copyrights”, Schedule 3, “Intellectual Property Licenses”, Schedule 4, “Patents”, Schedule 5, “Pledged Companies”, Schedule 6, “Trademarks”, Schedule 7, Name; Jurisdiction; Chief Executive Office; Tax Identification Numbers and Organizational Numbers, Schedule 8, “Owned Real Property”, Schedule 9, “Deposit Accounts and Securities Accounts”, and Schedule 10, “List of Uniform Commercial Code Filing Jurisdictions”, attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, and Schedule 10, respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. Each New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (a) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to Agent, the Lender Group and the Bank Product Providers that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic

¹ If new Grantor is a Borrower, provision may not be included.

method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, [AND JUDICIAL REFERENCE] SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[Name of New Grantor]

By: _____

Name: _____

Title: _____

[Name of New Grantor]

By: _____

Name: _____

Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT A

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made this ___ day of _____, 202_, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation ("Parent"), **ASES, LLC**, a Delaware limited liability company ("ASES"), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation ("Aviation Canada"; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (referred to in this Copyright Security

Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Copyright Collateral”):

(a) all of such Grantor’s Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent prior written notice of no less than five Business Days before filing any additional application for registration of any copyright and prompt notice in writing of any additional copyright registrations granted therefor after the date hereof. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement is a Loan Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations/Applications

Grantor	Country	Copyright	Registration No. / Application No.	Registration Date / Application Date

Copyright Licenses

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this ____ day of _____, 202_, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date

Patent Licenses

EXHIBIT C

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____, 202__ (this “Pledged Interests Addendum”), is delivered pursuant to Section 7 of the Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Guaranty and Security Agreement, dated as of _____, 2021, (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Agent in the Guaranty and Security Agreement and any Pledged Company set forth on Schedule I shall be and become a “Pledged Company” under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____

Name:

Title:

SCHEDULE I
TO
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate No.

EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this ___ day of _____, 202_, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), and **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”; together with ASES and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 29, 2021 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

[NAME OF GRANTOR]

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

JOINDER NO. 1

Joinder No. 1 (this “Joinder”), dated as of June 5, 2026, to the Guaranty and Security Agreement, dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **FIELD AEROSPACE, INC.**, an Ohio corporation (“Parent”), **ASES, LLC**, a Delaware limited liability company (“ASES”), **FIELD AVIATION COMPANY INC.**, an Alberta corporation (“Aviation Canada”); together with **ASES** and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*;

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lender Group and the Bank Product Providers to make certain financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements;

WHEREAS, pursuant to Section 5.11 of the Credit Agreement and Section 26 of the Guaranty and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor (the “New Grantor”) may be accomplished by the execution of this Joinder in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers; and

WHEREAS, New Grantor (a) is a Subsidiary of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group or the Bank Product Providers, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents and the Bank Product Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby agrees as follows:

In accordance with Section 26 of the Guaranty and Security Agreement, New Grantor, by its signature below, becomes a “Grantor” and “Guarantor” under the Guaranty and Security Agreement with the same force and effect as if originally named therein as a “Grantor” and “Guarantor” and New Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a “Grantor” or “Guarantor” thereunder, and (b) represents and warrants that the representations and warranties made by it as a “Grantor” or “Guarantor” thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, New Grantor hereby (i) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed Obligations, and (ii) unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and to all of New Grantor’s right, title and interest in and to the Collateral (as defined in Section 3 of the Guaranty and Security Agreement). Each reference to a “Grantor” or “Guarantor” in the Guaranty and Security Agreement shall be deemed to include New Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

1. [Reserved].

2. New Grantor authorizes Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (a) describing the Collateral as “all personal property of debtor” or “all assets of debtor” or words of similar effect, (b) describing the Collateral as being of equal or lesser scope or with greater detail, or (c) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Agent in any jurisdiction in connection with the Loan Documents.

3. New Grantor represents and warrants to Agent, the Lender Group and the Bank Product Providers that this Joinder has been duly executed and delivered by New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

4. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

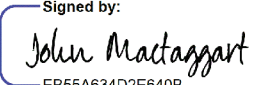
5. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

6. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

FIELD AVIATION EAST LTD.

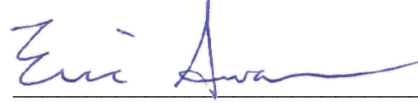
Signed by:
By:  _____
Name: John Mactaggart
Title: CEO _____

[Signatures Continued from Previous Page]

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:



Name: Eric Swan

Title: Authorized Signatory

This is **Exhibit “I”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

OFFICE AND HANGAR LEASE

THIS INDENTURE made as of the 28th day of SEPTEMBER, 1998.

BETWEEN:

EXECUJET AVIATION SERVICES LTD.,

(the "Landlord")

OF THE FIRST PART

- and -

FIELD AVIATION COMPANY inc.

(the "Tenant")

OF THE SECOND PART

WHEREAS by certain Indentures of Lease between Her Majesty the Queen in Right of Canada, represented therein by the Minister of Transport (the "Head Landlord") and certain assignments thereof and supplements thereto, (collectively the "Head Lease"), the Landlord leased that certain parcel or tract of land which is more particularly described in the Head Lease (the "Property") all on the terms and conditions of the Head Lease:

AND WHEREAS there are located on the Property certain buildings used as aircraft hangars with associated office, shop and adjacent ramps and parking (collectively the "Hangar");

AND WHEREAS the Landlord has agreed to lease part of the office, shop and hangar space within the Hangar to the Tenant on the terms, provisions and conditions contained herein.

NOW THEREFORE THIS LEASE WITNESSETH that in consideration of the mutual covenants and agreements herein contained and the rent hereby reserved, the Landlord does demise and lease unto the tenant the Demised Premises more particularly described herein, subject to the terms and conditions hereinafter set forth:

1. Premises

The Landlord hereby demises and leases unto the Tenant that portion of the Hangar described in Schedule "a" annexed hereto (hereinafter called the "Demised Premises") together with unobstructed rights or ingress and egress to and from the Demised Premises over the balance of the Property not occupied by buildings, tenants, occupants, or other permanent improvements from time to time, in common with other tenants, licensees and their respective invitees, agents and employees. The Tenant

agrees that the said access right shall be exercised in a reasonable manner having regard to the usage of the Property by other tenants and the Landlord from time to time.

2. Term

To have and to hold the Demised Premises for and during the term (the "Term") referred to in paragraph 1 of Schedule "B" annexed hereto.

3. Rental

(a) Yielding and paying therefore unto the Landlord during the Term rent in the amount and payable at the time referred to in paragraph 2 of Schedule "B". If the Term commences on any day other than the last day, all rent for the fractions of a month shall be pro-rated on a per diem bases based on a period of 365 days.

(b) Notwithstanding any other provisions of this lease to the contrary, the Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales taxes, value added taxes, or any other similar taxes imposed on the Tenant or the Landlord by any level of government with respect to rent payable by the Tenant to the Landlord under this lease, whether characterized as a goods and service tax, sales tax, value added tax or otherwise (herein called "Sales Taxes"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes payable or collectable by the Landlord with respect to rent. The amount of such Sales Taxes so payable by the Tenant shall be calculated in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this lease or earlier if required by the applicable legislation. Notwithstanding any other provision in this lease to the contrary, the Sales Taxes payable by the Tenant under this paragraph shall be deemed not to be rent, but the Landlord shall have all remedies for and rights of recovery of such Sales Taxes as it has for recovery of rent under this lease.

4. Payments Past Due

In every case where the Tenant shall fail to pay, when the same is due and payable, any rent or other amounts payable by the Tenant under this lease, the Tenant shall pay interest on the unpaid amount or deficiency from the due date thereof to the date of payment at a rate of interest per annum which is equal to three percentage points above the Prime Rate (as hereinafter defined) adjusted immediately without notice on each change in the Prime Rate, calculated and payable monthly, both before and after default, demand and judgment. "Prime Rate" means for any day, the lending rate of interest expressed as a rate per annum established by the Toronto-Dominion Bank as its reference rate of interest in order to determine the interest rates it will charge on that day for Canadian dollar commercial loans made in Canada and which The Toronto-Dominion Bank quotes or published as its "prime rate". Each change of interest shall take effect simultaneously with a change in the Prime Rate.

5. Place of Payment

All payments required to be made by the Tenant under or in respect of this lease shall be in lawful money of Canada by remittance to the Landlord at the address contemplated in paragraph 30 hereof, or as the Landlord may otherwise direct.

Should the Tenant be in arrears, the Tenant upon request from the Landlord, shall deliver to the Landlord, a series of postdated cheques, in the amount of the rent, for each and every month of the first twelve (12) months of the Term or at Landlord's option, Tenant agrees that all payments of rents shall be made by way of automatic cheque plan and Tenant agrees to execute the necessary documentation to effect such payments. At the end of the initial twelve (12) months, in the event of postdated cheques, twelve (12) replacement cheques for the following year shall be provided to the Landlord.

6. No Abatement

The Tenant covenants with the Landlord that it will, during the Term, pay to the Landlord the rent and other amounts hereby reserved without any deduction, set-off or abatement whatsoever.

7. Gross Lease

The Landlord acknowledges and agrees that it is intended that this lease is a gross lease to the Landlord, so that except as expressly in this lease set out and except for the payment of the rent, Sales Taxes and interest set out in paragraphs 3 and 4 above, the Tenant shall not be responsible for any costs, taxes, charges, expenses or outlays of any nature whatsoever arising from or relating to the Demised Premises and the Landlord shall pay all charges specifically identified by this Lease to be the responsibility of the Landlord.

8. Use

The Tenant covenants with the Landlord that, it will not, during the Term, use the Demised Premises for any purposes other than for; (1) general office purposes; (2) those uses specifically prohibited to be carried on by the landlord or its subtenants which are described in paragraph 9(a) hereof; and (3) the purpose of housing or hangaring aircraft in connection with the Tenant's business contemplated in paragraph (2) above; provided that none of the foregoing activities contravenes the provisions for the use of Demised Premises set forth in the Head Lease

9. Restrictive Covenants

- (a) So long as the Tenant or any Permitted Transferees pursuant to Paragraph 20 hereof, or any combination thereof, are subtenants of the Landlord or any assignee of the Head Leases from the Landlord, the Landlord covenants, warrants and agrees that, except as contemplated below: (i) neither it nor any of its affiliates shall carry on the Activities (as that term is defined below) on or from the

Restricted Area (as that term is defined below); (ii) it shall not enter into any New Subleases (as that term is defined below) for space in the Restricted Area which would allow any Subtenant (as that term is defined below) thereunder to carry on any of the Activities on or from the Restricted Area; (iii) if a Subtenant under a New Sublease carries on to the knowledge of the Landlord any of the Activities on or from the Restricted Area the Landlord shall, with reasonable diligence, take steps to cause such Subtenant to cease such Activity as soon as possible and, in any event, shall cause such Subtenant to cease to carry on such Activity on or from the Restricted Area within sixty (60) days of receipt of written notice of such occurrence from the Tenant and (iv) if a Subtenant under a new Sublease who has become a Habitual Offender (as defined below) in respect of a particular Activity thereafter commences to carry on the same Activity for which he has become a Habitual Offender the Landlord shall cause such Subtenant to cease to carry on such Activity within ten (10) business days of notice thereof from the Tenant.

For purposes of the foregoing paragraph the following terms shall have the meaning set forth below:

“Activities” shall mean any of the following activities: aircraft and component maintenance, aircraft repair, overhaul, conversion, modification and painting; aircraft parts design, manufacture, repair and overhaul; aeronautical and systems design and engineering; avionics and electrical design, engineering, service, repair, overhaul, sales and installations; aircraft sales (new, used or broking); the sale and distribution of aircraft parts, avionics equipment, telecommunications test equipment and test and measurement equipment;

“Habitual Offender”: a Subtenant under a New Sublease who carries on the same Activity repeatedly shall be deemed to be and become a Habitual Offender if such Activity is conducted habitually and persistently by him and at least three (3) notices within a period of twelve (12) months objecting to such Activity has been provided by the Tenant to the Landlord pursuant to (iii) above (each such notice being in respect of a separate occurrence) but such Subtenant ceases to carry on such Activity within sixty (60) days of each such notice so that the provisions of paragraph (iii) above would not be breached.

“New Sublease” shall mean a written lease, license or other written agreement to lease or occupy any part of the Restricted Area entered into by the Landlord on or after the date hereof with: (A) a person who is not a subtenant, licensee or occupant of all or any part of the Property or and Hangar situate thereon on the commencement date of this Lease; or (B) a person who is a subtenant, licensee or occupant of all or any part of the Property or any Hangar situate thereon on the commencement date of the Lease (hereinafter in this paragraph 9(a) referred to as “Existing Tenants”) provided that such written lease, license or other written agreement contains provisions prohibiting such Existing Tenant thereunder from carrying on the Activities as herein contemplated;

“Restricted Area” means the Property and the Hangars situated thereon together with the lands demised to the Head Tenant or its corporate predecessor

by the Head Landlord pursuant to Head Leases Nos. 112502 (the "Aerocentre Lands") and 63788 (the Hangar 1 Lands") (so long as the Landlord or its assignee is a lessee of the Aerocentre Lands and the Hangar 1 Lands from the Head Landlord);

"Subtenant" means the person who has entered into a new Sublease with the Landlord;

The Landlord hereby covenants and agrees to use reasonable commercial efforts to cause the Existing Tenants to enter into New Subleases upon the later of the ninetieth (90th) day following the commencement date of this Lease and the date upon which their current lease arrangement expires; provided that if an Existing Tenant refuses to enter into a New Sublease(containing such restrictions as aforesaid), the Landlord shall be free to enter into new leases, licence and other written arrangements with such Existing Tenant to use or occupy all or any part the of the Restricted Area which do not contain such restrictions in whole or in part and the Tenant hereby acknowledges and agrees that such new arrangements from time to time with such Existing Tenant shall not be, and shall not be treated as, a New Sublease for purposes of this paragraph 9(a) and paragraph 7 above. Notwithstanding anything herein contained: (i) the Landlord, its affiliates and Subtenants under new Subleases may perform any of such maintenance activities and other services as are contemplated by the term. Activities only on aircraft owned, leased or exclusively managed by them on behalf of their owners, provided that in the case of managed aircraft such activities and services are ancillary to such aircraft management and that all such lease and management agreements are bona fide and not made for the purposes of avoiding the aforesaid prohibition upon Activities; and (ii) the Landlord, Execujet Corporation or any corporation affiliated with either of them (as that term is defined in the Business Corporations Act (Ontario)) may carry on the business of aircraft broking. For greater certainty, the conduct of the activities and services referred to in clauses (I) and (ii) above by the Landlord, its affiliates and any Subtenants under New Subleases shall not result in a breach by the Landlord of its covenants contained in this paragraph 9 (a).

- (b) The tenant shall not, and shall not permit any Permitted Transferees to carry on the business of aircraft fuelling, aircraft storage, office and shop space leasing, restaurant and catering facilities, aircraft deicing, aircraft fluid sales, aircraft cleaning and grooming, automobile and limousine rental and any services related to the foregoing, and the Tenant shall not and shall not permit any Permitted Transferees to enter into any leases, licenses or other agreements permitting any other party to carry on any of the foregoing.

- (i) The Landlord and Tenant mutually acknowledge and agree that the Tenant in paragraph 9 (a) and that the Tenant shall have the right to enforce such covenants against the Landlord by any means available at law or in equity. The Landlord acknowledges that in the event of breach of the provisions of paragraph 9(a), a claim for damages by the Tenant would be an inadequate remedy and the Landlord consents to any application by the Tenant for an injunction to restrain or prohibit such breach.
- (ii) The Tenant and Landlord mutually acknowledge and agree that the Landlord would not have entered into this lease without the benefit of the covenants set out in paragraph 9 (b) and that the Landlord shall have the right to enforce such covenants against the Tenant by any means available at law or in equity. The Tenant acknowledges that in the event of a breach of the provisions of paragraph 9(a) a claim for damages by the Landlord would be an inadequate remedy and the Tenant consents to any application by the Landlord for an injunction to restrain or prohibit such breach.
- (d) In the event that the Tenant and Landlord agree that any surplus space is to be surrendered by the Tenant to the Landlord, (as provided in paragraph 20(b) of this lease), and the rent payable under this lease is adjusted accordingly, the Landlord and the Tenant shall concurrently with such surrender execute an amending agreement to this lease to delete from the provisions of paragraph 9(a) the prohibition of the use or uses carried on by the Tenant relating to the Surplus Space or such other uses as the parties mutually agree shall be deleted from the restrictive covenants from and after the date of surrender of the Surplus Space.
- (e) In the event that the Landlord obtains a third party (the "Proposed Subtenant") interested in leasing space from the Landlord and the business operations or permitted use sought by such Proposed Subtenant would constitute a breach of the restrictive covenants provided in paragraph 9(a), then the Landlord shall advise the Tenant of the details of such proposed lease (including copies of the offer to lease (with rental provisions deleted) and the area to be occupied) and the Landlord may request the Tenant to negotiate and arrangement mutually satisfactory to the Landlord and the Tenant for the partial release of such restrictive covenant. If such an agreement is reached, then the Tenant and Landlord shall execute an amending agreement to this lease in similar form to that contemplated in paragraph 9(d) hereof.

10. Taxes and Telephone Charges

The Tenant covenants and agrees to pay, as the same become due, all capital taxes, income taxes, education taxes or other taxes, charges and assessments whatsoever which shall be levied or assessed upon or in respect of its use or occupancy of the Demised Premises or in respect of any aircraft and other chattels and goods brought to or situate thereon from time to time, including, without limitation, airport taxes and landing fees, and to pay all telephone rates in connection with the use or occupancy by the Tenant of the Demised Premises.

In the event business taxes or other taxes as contemplated by this paragraph 10 as payable for the 1997 calendar year are no longer payable or are altered due to a change in legislation and the result is an increase in taxes payable by the Lessor, then Lessee agrees to pay to Lessor upon demand (or at other times as rental payments are due) the increase in taxes payable by Lessor resulting from the legislation discontinuing or altering Lessee's obligations to pay taxes otherwise payable under this paragraph.

11. Tenant's Covenant to Maintain and Repair

The Tenant covenants and agrees with the Landlord, at its own expense, to clean, maintain and keep the Demised Premises and every part thereof in good order, condition and repair, and to make all needed repairs and replacements thereto, reasonable wear and tear and damage by fire, lightning, tempest, explosion, riot, impact of aircraft or vehicles, smoke damage, acts of God or the Queen's enemies (whether or not there shall be a declaration of war), insurrection or other similar casualty excepted; provided that the Tenant's covenant to repair shall not in any way include structural repairs or repairs to the roof or outside walls (except glass in windows and except all doors leading to or form the Demised Premises for which the Tenant shall be responsible) of the Hangar unless the need to repair is caused by the act or omission of the Tenant, its officers, agents, employees, invitees, licensees or those for whom it is at law responsible.

12. View Repair

The Landlord may enter and view the state of repair and the Tenant will repair according to notice in writing, subject to the exceptions aforesaid.

13. Nuisance

The Tenant covenants with the Landlord that it will not do or omit or permit to be done or omitted upon the Demised Premises or the Property anything which is or shall be or result in a nuisance to the Hangar, the Property or any lands or premises adjoining or in the vicinity of the Hangar, the Property or to the public generally or which shall cause the rate of insurance of the Landlord or any tenant of the Hangar or the Property or any part thereof to be increased. If the rate of insurance upon the Hangar, the Property or any part thereof shall be increased by reason of the use made of the Demised Premises by reason of any thing done or omitted or permitted to be done by the Tenant or by anyone permitted by the Tenant to be upon the Demised Premises, the Tenant shall, forthwith on demand, pay to the Landlord the amount of such increase.

14. Surrender at End of Term

The Tenant covenants and agrees with the Landlord that it will at the expiration or sooner determination of the Term peaceably surrender and yield up unto the Landlord the Demised Premises with all appurtenances thereto in good order and repair, subject to the exceptions listed in paragraph 11 above.

15. Landlord's Covenant To Repair

Subject to the provisions of paragraph 17 hereof, the Landlord covenants and agrees with the Tenant that (subject to paragraphs 11 and 19) it will from time to time, at its own expense, carry out all maintenance and make all repairs which, in the opinion of the Landlord, acting reasonably, are necessary to maintain the Demised Premises and the Hangar. The Landlord's repair covenant shall, however, exclude any maintenance or repairs to the Demised Premises which are required to be made by the Tenant under paragraph 11 hereof or any repairs which shall become necessary as a result of any act or omission (not including ordinary wear and tear) occurring during the Term on the part of the Tenant, its subtenants, occupants, agents, employees, invitees, licensees and those for whom it is responsible at law or as a result of any defective workmanship in connection with any alteration or installation made at any time to the Demised Premises by the Tenant or any person employed by it.

16. Heat and Light

Subject to the provisions of paragraph 17 hereof, the Landlord hereby covenants with the Tenant to supply heat to the Demised Premises to a reasonable temperature for the reasonable use thereof. The Landlord shall have a reasonable time within which to repair or replace any damage to the heating apparatus if such occurs. The Landlord hereby covenants with the Tenant to light the Demised Premises for the reasonable requirements of the Tenant.

17. Temporary Suspension of Services of Reasonable Delay in Effecting Repairs

Neither the Landlord nor the Head Lease shall be liable for the interruption of, or failure to supply during a reasonable delay, heat, water, electricity or other services, nor in effecting repairs, replacements and maintenance, for which the Landlord is responsible herein, nor during periods when the Landlord is prevented from doing so by strike, labour unrest, or causes beyond the Landlord's reasonable control including the breakdown, failure, damage or destruction, of any equipment, facilities or systems. The Landlord shall also not be liable for any damages, direct, indirect or consequential, including loss of interruption of business, or to the property of the Tenant or of others, or from damages for personal discomfort, illness or death of any person be reason of the operation, or non-operation of the equipment, facilities or systems providing such services, nor for the interruption of or failure to provide the aforesaid services and items, nor for the reasonable delay in the effecting of any repairs, replacements and maintenance for which the Landlord is responsible herein. The Landlord shall act diligently in effecting any needed repairs, replacement, alterations or improvements such that any interruption or failure as aforesaid is for no longer period of time that reasonably necessary in the circumstances. There shall not be as a result of any interruption, failure to supply, or effect, as aforesaid any diminution or abatement of rent, nor shall such be deemed constructive or actual eviction or a breach of any covenant for quiet enjoyment contained herein or implied by law.

18. Access

The Tenant shall permit the Landlord and its officers, employees or agents shall be entitled to enter upon the Demised Premises at any time and from time to time, upon reasonable prior notice to the Tenant and so long as the Landlord shall not unreasonably interfere with the carrying on of the Tenant's business, for the purpose of inspecting or making repairs to the Hangar or the Demised Premises or for showing the Demised premises to prospective mortgages, purchasers or tenants, it being expressly understood and agreed however, that in cases of emergency, the Landlord, its officers, employees or agents, shall at all times and for all purposes have full and free access to the Demised Premises. In accordance with the provisions of the Head Lease, the Head Landlord, its servants and agents shall, at all reasonable times and for all purposes, have full access to any and every part of the Demised Premises.

To permit at all reasonable times the Landlord, its employees, servants, agents invitees, or other occupants of the Lands and the Pearson International Aerocentre Buildings, ingress and egress into and through the Demised Premises for any purpose associated with the ownership, maintenance, use or operation of the Lands and Pearson International Aerocentre Building and to permit access to the Lessee's aircraft in the Demised Premises for the purpose of moving the aircraft as required for maintenance, use of operation of the Pearson International Aerocentre Building and the fueling and maintenance of such aircraft.

19. Destruction of Demised Premises

If the Demised Premises or any part of them are damaged or destroyed by fire or by another casualty and, in the opinion of the Landlord, are thereby rendered unfit for the purposes of the Tenant, (notice of which shall be delivered to the Tenant within twenty-one (21) days of the damage or destruction) rent will abate in proportion with such reduction in the area of the Demised Premises fit for the purposes of the Tenant until thirty (30) days after the Certification Date hereafter defined. The Landlord will, with reasonable diligence, repair, rebuild or restore the Demised Premises if so damaged, unless this lease is terminated. The Landlord's obligation to repair, rebuild or restore the Demised Premises does not include the obligation to rebuild, restore, replace or repair any chattel, fixture, leasehold improvement, installation, addition or partition which the Tenant is entitled to remove under paragraph 31 or that is the property of the Tenant (the "Tenant's Improvements"). The Landlord's obligation to repair pursuant to this paragraph is subject always to the balance of this paragraph 19.

The Demised Premises will be deemed to have been repaired, rebuilt or restored and fit for the Tenant's purposes when the Landlord certifies that they may be occupied by the Tenant for the purpose of rebuilding, restoring, replacing or repairing the Tenant's Improvements (the "Certification Date"). The issuance of such certificate of the Landlord will not relieve the Landlord of its obligation to complete the repairs, rebuilding or restoration it is required to effect under this lease.

Notwithstanding the foregoing but without prejudice to any other rights of the Landlord to terminate this lease as set forth herein, if the Demised Premises or any part of them are damaged or destroyed by any cause whatsoever and either (a) the cost of repairing or rebuilding exceeds 50% of the replacement cost of the Hangar (excluding foundation or excavations) or (b) the Demised Premises cannot in the reasonable

opinion of the Landlord be repaired, rebuilt or restored or made fit for the purposes of the Tenant as set out above within one hundred and eighty (180) days of such damage or destruction of the Demised Premises, (notice of which shall be delivered to the Tenant within twenty-one (21) days of the damage or destruction) then the Landlord may terminate this lease by giving to the Tenant notice of termination within (30) days after such damage or destruction. When such termination is effected the Tenant will immediately deliver vacant possession of the Demised Premises to the Landlord and rent and any other payments for the Tenant is liable under this lease will be apportioned and paid to the date of such damage or destruction.

20. Assignment and Subletting

The Tenant may not sublease, grant a license or part with or share possession of all or part of the Demised Premises, or assign this lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. It shall not be unreasonable to withhold consent if the sublease, license or parting of possession is to (a) a competitor of Shell Canada Products Limited or its affiliates, including without limitation, Imperial Oil Limited, Petro Canada, or any of their affiliates or (b) a competitor of other occupants of the Property, where Landlord has granted a restrictive covenant to another occupant prohibiting such competitor. On any such permitted assignment, subletting, granting a license or parting or sharing possession, the Tenant shall not be relieved of any liability under or pursuant to this lease.

The Landlord can assign this lease without the consent of the Tenant.

21. Signs

The Tenant shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placard without the previous written consent of the Landlord (which consent shall not be unreasonably withheld). The Landlord shall be entitled to refuse its consent to an exterior sign if proposed sign is not approved by Shell Canada Products Limited ("Shell"), but only so long as the Landlord remains an authorized dealer of Shell. Provided that if the Head Landlord demands in writing the removal of any sign, lettering or placard as a result of any alleged breach of the provisions of the Head Lease, then the Tenant shall forthwith remove such sign, lettering or placard at its expense.

22. Distress

The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant or any assignee of this lease or any subtenant of the Tenant who has agreed directly with the Landlord to make payments of rent under this lease upon the Demised Premises at any time during the Term shall be exempt by relief from distress in rent or arrears.

23. Liability of Landlord to Tenant and Other Parties

The Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to, the Demised Premises, the Hangar, or the Property, or damage to property of the Tenant or of others located on the Demised

Premises or elsewhere in the Hangar or on the Property, nor shall it be responsible for any loss of or damage to any property of the Tenant or others from any cause whatsoever, except to the extent of its negligence or the negligence of parties for whom the Landlord is in law responsible and for which the Landlord is insured in respect thereof and for which Tenant is not insured against or ought to be insured against pursuant to the terms of this lease. Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury to persons or damage to property resulting from fire, explosion, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Hangar or the Property from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Hangar or the Property or by occupants of adjacent property thereto, or the public, or caused by construction, or by private, public or quasi-public work. All property of the Tenant kept or stored at the risk of the Tenant Premises shall be so kept or stored at the risk of the Tenant only and Tenant shall indemnify the Landlord and save it harmless from any claims arising out of damage to the same including, without limitation, any subrogation claims by the Tenant's insurers.

24. Indemnification of the Landlord

The Tenant agrees to indemnify and save harmless the Landlord, its agents, servants, contractors, employees, invitees and licensees from and against any and all losses, claims, actions, damages, liability and expenses (including legal fees on a solicitor and his own client basis), in connection with personal injury or death, property damage or any other loss or injury whatsoever;

- (a) arising out of the occupancy or use of the Demised Premises or any part of the Hangar or the Property; or
- (b) occasioned wholly or in part by the conduct of any work or any act or omission of; or
- (c) arising out of any breach of any obligation under this lease;

by the Tenant, any employee, agent, contractor, assignee, subtenant, invitee or licensee of the Tenant or any other occupant of, or party permitted upon, the Demised Premises or other person for whom the Tenant is responsible at law.

25. Rules and Regulations

The rules and regulations set out in Schedule "C" hereto or any amendments, additions or variations thereto from time to time made by the Landlord and posted in the Hangar shall form a part of hereof and shall in all respects be observed and performed by the tenant and the employees, servants, agents, invitees and licensees and those for whom it is responsible at law and all such rules and regulations now or hereafter in force shall be read as forming part of the terms and conditions of this lease as if the same were embodied herein. The Tenant and the employees, servants, agents, invitees and licensees of the Tenant and those for whom it is responsible at law shall observe and obey all rules and regulation of the Head Landlord and its successors or assigns, imposed on the Landlord or otherwise, including, without limiting the generality of the

foregoing, all regulations and directives regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of Lester B. Pearson International Airport and the applicable laws, rules or regulations of any other government or municipal authority from time to time in force applicable to the Demised Premises, the property or the use thereof by the Tenant. The Lessee shall at its sole costs and expense, be responsible for any claims, damages or actions relating to any environmental damage arising from the use and occupation of the Demised Premises by the Lessee.

26. Right to Re-enter

- (a) Provisions for re-entry by the Landlord on non-payment of rent reserved hereby or non-performance of covenants. Without limiting the generality of the foregoing, if:
- (I) the tenant fails to pay any rent reserved hereby or other sums due hereunder, on the date or dates appointed for the payment thereof and such default continues unremedied for a period of three (3) days;
 - (II) The Tenant breaches the provisions of paragraph 9(a) and does not cease to carry on the Activity in question within 48 hours of written notice of such a breach from the Landlord;
 - (III) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this lease to be observed or performed by the Tenant (other than the terms, covenants or conditions set out below in subparagraphs (IV) to (XII) inclusive, for which no notice shall be required) provided the Landlord first gives the Tenant ten (10) days written notice of any such failure to perform and the Tenant fails to cure such failure to perform during such ten (10) day period;
 - (IV) the Tenant becomes bankrupt or insolvent or takes the benefits of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any other arrangements or compromise;
 - (V) a receiver or a receiver-manager is appointed for all a portion of the Tenant's property and such appointment is not revoked within thirty (30) days of such appointment;
 - (VI) any steps are taken or any action or proceedings are instituted by the Tenant or by any other party including, without limitation, any court or government body of competent jurisdiction for the dissolution, winding-up or liquidation of the Tenant of its assets except to the extent that such steps are being diligently contested by the Tenant in good faith;

- (VII) the Tenant makes a sales in bulk of any of its assets situated at the Demised Premises (other than a bulk sale made to an assignee or sublease pursuant to a permitted assignment or subletting hereunder and pursuant to The Bulk Sales Act of Ontario);
- (VIII) the Tenant abandons or attempts to abandon the Demised Premises, or sells or disposes of the goods and chattels of the Tenant or removes them from the Demised Premises;
- (IX) the Demised Premises become and remain vacant for a period of five (5) consecutive days;
- (X) the Tenants assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the Demised Premises by any one except in a manner permitted by this lease;
- (XI) this lease or any of material assets of the Tenant located at the Demised Premises are taken under any writ of execution; or
- (XII) re-entry is permitted under any other terms of this lease;

then and in every such case the Landlord, in addition to any other rights or remedies it has pursuant to this lease or by law, has the immediate right of re-entry upon the Demised Premises and it may repossess the Demised Premises and enjoy them as of its former estate, and it may expel all persons and remove all property from the Demised Premises and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant all without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

- (b) If the Landlord elects to re-enter the Demised Premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease make such alterations and repairs as are necessary in order to relet the Demised Premises, or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rent and upon such other terms, covenants and conditions as the Landlord, in its sole discretion, considers advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied, first, to the payment of any costs and expenses of such reletting including brokerage fees and solicitor's fees and of costs of such alterations and repairs; second, to the payment of rent and other amounts due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same becomes due and payable hereunder. If such rent received from such relating during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency, which shall be calculated and paid monthly in advance on or before the first day of each

month. No such re-entry or taking possession of the Demised Premises by the Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it incurs by reason of such a breach, including cost of recovering the Demised Premises, solicitor's fees (on a solicitor and his client basis) and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent required to be paid pursuant to this lease and the remainder of the stated Term over the then reasonable rental value of the Demised Premises for the remainder of the stated Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

- (c) Reference in this lease of any particular remedy of the Landlord in respect of the Default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this lease. No remedy shall be exclusive or dependent upon any other remedy, but the Landlord may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

27. Bankruptcy, Abandonment, Etc.

The Tenant covenants and agrees that the occurrence of either the events referred to in subparagraphs (IV) and (VI) of paragraph 26 hereof, in addition to any and all rights of the Landlord, the full amount of current month's rent, and the next ensuing three (3) month's rent shall be immediately become due and be paid, and the Landlord may distrain for same or re-enter and take possession of the Demised Premises as though the Tenant or the servants or agents of the Tenant or any other occupant of the said premises were holding over after the expiration of the Term, and the Term shall, at the option of the Landlord, forthwith become forfeited and determined, and in every one of such cases such accelerated rent shall be recoverable by the Landlord in the same manner as the rent hereby reserved and as if rent were in arrears.

28. Quiet Enjoyment

The Landlord hereby covenants with the Tenant that in paying the rent hereby reserved and performing the covenants and agreements hereinbefore on its part contained, the Tenant shall and may peaceably enjoy and possess the Demised Premises for the Term without any interruption or disturbance from the Landlord or from any person, firm or corporation lawfully claiming by, from or under it.

29. No Waiver

It is further agreed that any condoning, excusing or overlooking by the Landlord of any default, breach or non-performance by the Tenant at any time or times in respect of any covenant, agreement, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach

or non-observance nor so as to defeat or affect in any way the rights of the Landlord herein in respect of any such subsequent default, breach or non-performance.

If any covenant, obligation, agreement, term, or condition of this Lease or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstance other than those in respect of which it is held invalid or unenforceable, shall not be affected and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

30. Notice

Any notice require or permitted to be given hereunder may be given or made to the Landlord by prepaid registered letter addressed to the Landlord at the address set out below:

c/o Shell Aerocentre
2450 Derry Road East
Mississauga, Ontario
L5S 1B2

Attention: John T. Leask, General Manager
Facsimile: (905) 677-0981

or by delivering the same at such address, or by facsimile transmission to such address or may be given or made to the Tenant by prepaid registered letter addressed to the Tenant at the address specified in paragraph 3 or Schedule "B" annexed hereto or by delivering the same at such address or by facsimile transmission and any notice given or made on the third business day following the date when it is mailed and if delivered or sent by facsimile transmission shall be deemed to have been given or made in the day delivered or on the next business following delivery by facsimile transmission. Either party may at any time give notice in writing to the other party of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices or making or payments hereunder; provided that if any such notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities before the third business day following the day of mailing thereof, such notice shall be deemed not to have been received unless the same shall have been delivered or sent by facsimile transmission to the address or number contemplated above (subject to change as aforesaid) for deliveries or transmission to such addressee.

31. Fixtures

It is hereby expressly agreed that the Tenant may , (or at Landlord's option shall, whether or not the Tenant is in default) provided it is not in default hereunder at the expiration or other termination of the Term, take, remove and carry away from the Demised Premises all fixtures, chattels, fittings, machinery, equipment, tools, shelving, counters other articles on or in the Demised Premises in the nature of trade or tenant's

fixtures or other articles belonging to or brought upon the Demised Premises by the Tenant or any person, firm, or corporation claiming through or under the Tenant, but the Tenant shall in such removal do no damage to the Demised Premises or shall make good any damage which it may occasion thereto and provided further that this provision shall not entitle the Tenant to take, remove and carry away from the Demised Premises and building, heating, plumbing, air conditioning or ventilating plant or equipment, electrical wiring or sprinkler or other fire protection equipment or device, or any other thing not installed by the Tenant.

Tenant agrees not to make any alterations or improvements of any nature to the Demised Premises without the Landlord's prior written consent, and then only at the Tenant's sole cost and by a contractor approved by the Landlord. Tenant shall ensure no lien attaches to the Property and shall promptly vacate or discharge from title, any lien within five (5) days following notice from the Landlord resulting in any way from the Tenant's actions, work or labour supplied.

32. Tenant's Insurance

The Tenant shall keep in force during the Term with respect to its lease, use and occupancy of the Demised Premises, comprehensive general public liability insurance which shall include coverage for personal, contractual and tenant's legal liability, bodily injury, death and property damage all on an occurrence basis with coverage of not less than \$2,000,000.00 for any occurrence or claim or such amount as the Landlord may reasonably require from time to time. Such insurance policies shall name the Landlord as an additional insured and shall contain an undertaking by the insurer that no material change adverse to the insured will be made and the policy will not lapse or be canceled except after thirty (30) days written notice to the Landlord. The Tenant shall furnish the Landlord, if and when requested from time to time, certificates of other evidence acceptable to the Landlord of such insurance. The Tenant shall obtain a waiver of the insured's right of subrogation against the Landlord under the aforesaid policies.

33. Tenant's Possession After Expiration

It is agreed that if the Tenant should remain in possession of all or any part of the Demised Premises after the expiration of the Term without any other written agreement, but without objection of the Landlord, there is no tacit renewal of the lease of the Term and it shall be as a monthly tenant at a monthly rental rate calculated with reference to the monthly rates then prevailing as established by the Landlord and subject in all other respects to the terms hereof in so far as they are compatible with a tenancy from month to month. Nothing herein contained shall be construed to limit or impair any of the Landlord's rights of re-entry or eviction or constitute a waiver thereof and in any event, such monthly tenancy shall terminate on the expiry of the Head Lease or any renewal or extension thereof consented to by the Head Landlord.

34. Parking

The Tenant is hereby granted, at no additional cost, throughout the Term for its employees, agents and customers, access to and use of, when available, the parking spaces in the non-reserved parking area.

35. Subordination and Attornment

This lease and the rights of the Tenant hereunder shall be subject and subordinate to all existing or future mortgages, trust deeds or any other security affecting the Landlord's interest in the Demised Premises, the Property or any part thereof, and all renewals, modifications, consolidations, replacements and extensions thereof. Whenever requested by the Landlord the Tenant will promptly subordinate this lease and all the rights of the Tenant hereunder in such form as the Landlord may require to any such security and to all advances made by the holder at ant security. Whenever requested by a security holder, the Tenant will agree in writing with such security holder, if such security holder becomes a mortgage in possession or realizes on its security, to attorn to such security holder as a tenant upon all the terms of this lease.

Upon the Tenant's request, the Landlord shall use reasonable efforts to obtain from any security holder in respect of which the Tenant has executed and delivered an instrument of postponement, subordination or attornment as required hereby, is agreement to permit the Tenant to continue on occupation of the Demised Premises in accordance with and subject to the terms of this lease so long as the Tenant is not in default hereunder.

36. Head Lease

The Tenant acknowledges that there have been disclosed to it and it has examined all of the terms and conditions contained in the Head Lease and the Tenant covenants and agrees that it shall not breach any of the covenants and stipulations on the part of the tenant thereunder contained in the Head Lease in so far as they apply to the Demised Premises and the use of the Tenant of the Demised Premises and the Property in accordance's with the terms of this lease and the Tenant covenants and agrees to be bound by all of the provisions of the Head Lease in so far as they apply to the Demised Premises (including provisions as to termination and the Tenant's use of the Property in accordance with the terms of this lease) and hereby indemnifies the Landlord against all claims, charges, costs and expenses in respect of the non-performance or non-observance by the Tenant of any such covenants, stipulations and provisions as aforesaid. For the purposes of the foregoing paragraph, the parties acknowledge and agree that the term "Head Lease" shall not include any renewals, extensions or replacements thereof and any amendments or supplements thereto, provided that the Landlord provides copies thereof to the Tenant and the Tenant acknowledges that it has been given an opportunity to examine, at the Landlord's offices, a copy of the said Head Lease in effect as at the date hereof.

37. Lease Constitutes Entire Agreement

The Tenant acknowledges that there is no covenant, representation or agreement, express or implied, in any way affecting or relating to this lease, save as herein expressly set out.

38. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, walkouts, labour troubles, inability to procure materials, failure to power, restrictive governmental laws or regulations, fire, lightning, tempest, explosion, riot, impact or aircraft or vehicles, smoke damage, acts of God or the queen's enemies (whether or not there shall be a declaration of war), insurrection or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this lease, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period to such delay. Notwithstanding anything herein contained, the provisions of this paragraph shall not otherwise operate to excuse the Tenant from the prompt payment of rent or any other payments required by the terms of this lease and this paragraph shall not otherwise operate to excuse either the Landlord or the Tenant when the delay or restriction is due to the lack of or unavailability of funds.

39. Compliance with Laws, Regulations, Etc.

(a) The Tenant shall, to the extent such are applicable to the Tenant and/or to the Demised Premises, ensure compliance with the laws, regulations, directives and rules of the Federal Government and the international conventions to which Her Majesty is a party and unless otherwise permitted by the Landlord shall comply with the laws, by-laws and regulations of the Province of Ontario, the Regional Municipality of Peel and the City of Mississauga. The Tenant further covenants and agrees to accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial, and/or Municipal or local Environmental Protection Statutes and regulations and by-laws, including, without limiting the generality of the foregoing, storing chemicals in appropriate containers, cleaning up immediately after spillage, disposing of chemicals in an appropriate manner and keeping the Demised Premises clean.

(b) In the event that the Tenant is in default under the preceding paragraph, after the required period following delivery of notice of default from the Landlord, the Landlord may, in its discretion, acting reasonably, do all things necessary to effect compliance with the laws, regulations, by-laws, directives, rules and conventions referred to therein, and the Tenant shall, forthwith upon demand by the Landlord, reimburse the Landlord for all costs reasonably incurred by the Landlord for this purpose.

40. Aircraft Interference

The Tenant shall ensure that the Tenant shall not conduct any operation, erect any fixture or structure, or install any facility or equipment in, over or upon the Demised Premises in a manner that will cause physical or electronic interference or hazard to the navigation of aircraft. Upon receipt of notice from the Landlord of any such interference or hazard, the Tenant shall, at its own expense, immediately take all steps necessary to remove the interference or hazard to the satisfaction of the Landlord. Without limiting the generality of the foregoing, such steps may include, but shall not be limited to discontinuance or modification of operations of the Tenant and removal, rebuilding or repair of fixtures, structures, facilities or equipment of the Tenant. Approval of any plans, specifications, drawings, information or documentation by the Landlord shall in no way derogate from the obligations of the Tenant under this paragraph.

41. Definitions

Whenever used herein the word "Landlord" shall include the successors and assigns of the Landlord and the word "Tenant" shall include, subject to the provisions of paragraph 20 hereof, the successors and assigns of the Tenant, and "business day" means a day other than a Saturday, a Sunday or any other day that is treated as a statutory holiday in the Province of Ontario.

42. Applicable Law

This lease shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario and for the purpose of all legal proceedings this lease shall be deemed to have been performed in the said Province.

43. Estoppel Certificate

Within ten (10) business days after request therefor by the Landlord, or in the event that upon any sale, assignment, mortgage, charge or hypothecation of the Demised Premises by the Landlord, an acknowledgment of tenancy shall be required from the Tenant, the Tenant agrees to deliver a certificate to any proposed mortgagee, assignee or purchaser, or to the Landlord, or as directed by the Landlord, certifying (if such be the case); that this lease is in full force and effect; that rent is paid currently; that the Tenant is in possession; that there are not prepaid rents or security deposits other than those set out in this lease; that there are no uncured defaults by the Landlords or stating those claimed by the Tenant; and such other matters as the Landlord may reasonably require.

44. Condition of Demised Premises

The Tenant acknowledges that it has examined the Demised Premises as of the date of execution of this lease and the Demised Premises are in a condition satisfactory for the Tenant's business therein and the Tenant agrees to accept same in an "as is" condition.

45. Alterations by the Landlord

The Landlord shall be at liberty at any time during the Term to make such changes, alterations or improvements to the Property (including the Hangar and the Demised Premises) as maybe necessary or desirable in the opinion of the Landlord, provided however that there will be no unreasonable obstruction of the right of access to the Demised Premises or unreasonable interference with the use of the Demised Premises.

46. Registration

The Leasee shall not register this Lease nor any short form notice of lease, on the title to the Demised Premises or Lands.

IN WITNESS WHEREOF this lease has been duly executed by the parties hereto as of the day and year first above written,

PRICE WATERHOUSE LIMITED
RECEIVER AND MANAGER OF EXECUJET AVIATION SERVICES LTD.

Per: 
(Authorized Signing Officer)

FIELD AVIATION COMPANY inc.


(Authorized Signing Officer)

SCHEDULE "A"

An area comprising of approximately 2,357 square feet, and know as room 20U located in Hangar # 2

SCHEDULE "B"

1. The term of this Lease shall be one (1) years commencing on the 1st day of October, 1998 and ending on the 30th day of September, 1999 (the "Term").

This lease may be cancelled by either party with 60 days written notice of cancellation.

2. The amount payable as rent on the first day of each and every month in advance commencing on the 1st day of October, 1998 shall be \$3,094.00 plus G. S. T.
3. The Tenant's address for notice shall be:
2450 Derry Road East
Hangar #2
Mississauga, Ontario
L5S 1B2
4. All leasehold improvements must be approved by the Landlord and carried out at the Lessee's expense
5. Reserved parking spaces sixteen. (16)

SCHEDULE "C"

RULES AND REGULATIONS

1. No person will smoke in or on the Hangar.
2. No person will in any way deface or damage the Hangar.
3. No person is to burn refuse or waste on or near the Hangar.
4. All persons servicing, maintaining or working on the aircraft in the Hangar are required to use approved Canadian Standards Association or Underwriters' Laboratory equipment. All electrical equipment used in the Demised Premises must be of three-wire ground type.
5. All persons are to observe normal safety measures with respect to the use and storing of inflammables.
6. Lean-to areas are to be kept locked at all times except during business hours to prevent illegal entry.
7. The Tenant will be responsible for keeping the Demised Premises clean.
8. Any alterations, modifications or changes to be carried out on the Demised Premises will not be commenced until written consent of the Landlord has been obtained.
9. The Tenant will ensure that all locks on doors into the Demised Premises can be opened by the Landlord's master key.
10. No servicing, maintaining or working on aircraft to be carried out in the Hangar, other than the servicing, maintenance or work on aircraft permitted pursuant to the provisions of this lease, without the written consent of the Landlord.
11. No person, without the written consent of the Landlord, is to carry out on or near the Hangar' hazardous operations such as painting, doping or welding.
12. No person will bring or consume on the Hangar alcoholic beverages.
13. No person, other than the employees or agents of the Landlord, shall fuel any aircraft on the property.
14. No person shall perform extended aircraft ground runs on the hangar premises. Any such runs required for maintenance, power checks, calibration, adjustments, test, etc. to be carried out at the run-up areas designated by Transport Canada.
15. Only personnel of the Landlord shall move aircraft unless the landlord expresses in writing otherwise.
16. The entry or storage of vehicles in the Hangar other than those specifically and individual approved by the Landlord is prohibited.
17. All aviation fuel purchased by the Tenant at Pearson International Airport shall be through the Shell Areocentre.

SCHEDULE "B"

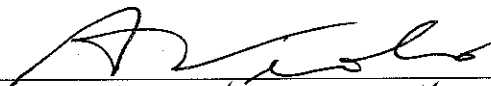
1. The term of this Lease extension shall be five (5) years, commencing on the 1st day of August 2001 and ending on the 31st day of July, 2006 (the "Term").
2. The amount payable as rent on the first day of each and every month in advance commencing on the 1st day of August, 2001 shall be

Hangar	\$19,883.33	\$11.93 per square foot
Office	<u>\$35,700.00</u>	\$14.28 per square foot
	\$55,583.33	
Plus GST	<u>\$ 3890.83</u>	
	<u>\$ 59,474.16</u>	- Rent from Jan. 1, 2006- July 31, 2006
	<u>\$ (2,800.00)</u>	Renovation expense recovery deducted per month from January 1, 2001 to December 31, 2005 (60 months)


Net Rent Due \$ 56,674.16 August 1, 2001-December 31, 2005

3. Both parties agree that the lease period from November 1, 1999 until July 31, 2001 was accounted for on a month to month basis using the previous monthly rental rate. Furthermore, both parties agree there is no rent due for this lease period.
4. The Tenant's address for notice shall be: 2450 Derry Road East
Hangar #2
Mississauga, Ontario
L5S 1B2
5. All leasehold improvements must be approved by the Landlord and carried out at the Lessee's expense.

If you find this lease extension acceptable under the same terms as the 1994 Lease (as amended) with renewals every 5 years for another 20 years (the term of our Head Lease), please sign where indicated below:


dated GM & Controller on behalf of Field Aviation Company inc.

Nov 7, 2001.


dated Nov 14, 2001. on behalf of Piedmont Hawthorne Toronto

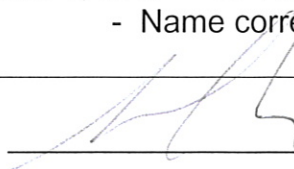
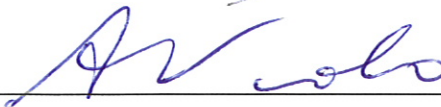
SCHEDULE "B"

- The term of this Lease shall be 5 Years , commencing on the 1st day of July, 2006 and ending on the 31st day of June 2011.
- The amount payable as rent on the first day of each and every month in advance commencing on the 1st day of August 2006 shall be :

Location		Sq Footage	Rate	Annual	Monthly
Office	Hgr 2-	30570	\$ 16.27	497,373.90	\$41,447.83
Hangar	#2, Bay 1	20000	\$ 13.26	\$265,200.00	\$22,100.00
Hangar	#2, Bay 2	19500	\$ 13.26	\$258,570.00	\$21,547.50
Itinerant hangar traffic can be billed to Landmark Aviation monthly, at the current Field sq/ft rate.					
Invoices to Landmark Aviation will require a summary of activity to be attached.					
					\$43,647.50
	TOTAL				\$ 85,095.33
GST					\$ 5,105.72
Lease hold improvement allowance till Dec. 2009					-\$ 2,916.67
Monthly	Total				\$ 87,284.38

- The Tenant's address for notice shall be: **Field Aviation Company Inc.
2450 Derry Road East,
Hangar # 2
Mississauga, Ontario L5S 1B2**
- All leasehold improvements must be approved by the Landlord and carried out at the Lessee's expense.
- Revisions are reflected above and dated authorization follows.

REVISION December 1, 2007 - CPI increase notation removed as per original lease.
- Name corrected from Field Aviation Services to Company Inc.

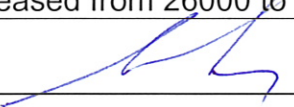
Landmark Aviation 	Andrew Storey , Dec 11,2007
	Field Aviation Co. Inc.. <u>Dec 11 / 07</u> date

REVISION December 1, 2007- 500 sq ft taken back by Landmark Aviation in Hgr 2, Bay2

Landmark Aviation  Andrew Storey , Dec 5,2007

 Field Aviation Co. Inc.. Dec 11/07 date

REVISION beginning on November 19, 2007, Nov 29,2008
Hgr 2, increased from 26000 to 40000 sq/ft. Bay 1,2

Landmark Aviation  Andrew Storey , Nov 16,2007

 Field Aviation Co. Inc.. Dec 11/07 date



SCHEDULE « B »

1. The term of this Lease extension shall commence on the 1st day of October 2011 and end on the 30th day of September 2016 (the "Term").
2. The amount payable as rent on the first day of each and every month in advance commencing on the 1st day of October, 2011 shall be

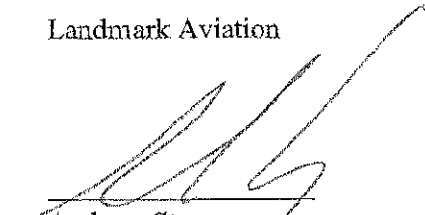
<u>DESCRIPTION</u>	<u>Sq.Ft</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>	
Office hangar 2	32262	\$19.46	\$627,818.52	\$52,318.21	
Total Office				\$52,318.21	
Hangar #2	Bay 1	20000	\$18.29	\$365,800.00	\$30,483.33
Hangar #2	Bay 2	20000	\$18.29	\$365,800.00	\$30,483.33
Total Hangar				\$60,966.67	

Itinerant hangar traffic can be billed to Landmark Aviation monthly, at the current Field sq/ft rate.
 Invoices to Landmark Aviation will require a summary of activity to be attached.

Office hangar 2:	sub total	\$113,284.88
30570 sq/ft - original lease	13% HST	\$14,727.03
1692 sq/ft added (old café)- upstairs for office space- revised total: 32262 sq/ft		
		\$128,011.91


3. Both parties agree that the lease period from July 1, 2011 until September 30, 2011 was accounted for on a month to month basis using the previous monthly rental rate. Furthermore, both parties agree there is no rent due for this lease period.
4. The Tenant's address for notice shall be : 2450 Derry Road East
Hangar #2
Mississauga, Ontario
L5S 1B2
5. All leasehold improvements must be approved by the Landlord and carried out at the Lessee's expense.
6. The parties further acknowledge that there is one remaining renewal option under the Lease, until April 29, 2021.

Landmark Aviation



Andrew Storey
Title: *Gus*
Date: *Dec 8, 2011*

Field Aviation Company Inc.



Brian Love,
Vice-President Operations
December 6, 2011

March 28, 2016



Field Aviation
2450 Derry Road East
Hangar 2
Mississauga, Ontario
Canada L5S 1B2
Phone: +1 905 676 1540
Fax: +1 905 676 0977
www.fieldav.com

Landmark Aviation
2450 Derry Road East
Mississauga, ON L5S 1B2

Attn: Ian Pool, General Manager

Re: Notice of Lease Extension for 2450 Derry Road East, Hangar 2 (the “Demised Premises”)

Ref: Execujet Aviation Services Ltd. (“Landmark Aviation”) – Field Aviation Company Inc. (“Field Aviation”) office and hangar lease dated September 2, 1994, as amended (the “Lease Agreement”).

Dear Ian,

As per the term of the Lease Agreement, Field Aviation has elected to extend the Lease Agreement for an additional five (5) year term.

We trust that this notice will meet with your approval and we look forward to your confirmation of receipt so that we can begin the process of amending the Lease Agreement to document this five (5) year extension.

Please feel free to contact me if you have any questions or comments regarding this letter. Thank you.

Best regards,

David J. MacNeil
Director, Contracts and Corporate Compliance
Tel: 905 676 1540 Ext. 333
Fax: 905 676 0977
E-mail: dmacneil@fieldav.com

cc: *Brian M. Love, Chief Operating Officer, Field Aviation*
Ken Trilesky, VP Operations, Field Aviation
Jito Naraine, Director, Operations, Field Aviation

This whole document contains confidential information that is Trade Secret and proprietary to Field Aviation Company Inc. This commercially sensitive information is being provided solely for evaluation purposes, and shall not be reproduced, disclosed or supplied in whole, or in part to any third party, without the prior written consent of Field Aviation Company Inc.

SPACE PERMIT

“Effective Date”: June 1, 2025

“Signature”: Landmark Aviation FBO Canada Inc. d/b/a Signature Flight Support.

“Permittee”: Field Aviation Company Inc. d.b.a. “Field Aerospace” (“Field”), an Alberta, Canada corporation with a business address at 2450 Derry Road East, Hangar 2, Mississauga, Ontario L5S 1B2 (the “Property”).,

“Master Lease”: Signature and Greater Toronto Airport Authority (“Authority”) entered into a lease (“Master Lease”) for certain land (the “Base”) at the Toronto Peason International Airport in Mississauga, Ontario (“Airport”).

“Base Rent”: The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar 9	Hangar	40,000		\$220,000.00
Hangar 9	Shop & Office	32,827		\$166,863.00
Total Base Rent				
Additional Monthly “Property Tax - Hangar”				\$6,260.52
Additional Monthly “Property Tax – Office”				\$5,372.43
Additional Monthly “CAM Charge”¹				Included in Base Rent
TOTAL MONTHLY Total RENT				\$398,495.95

¹ Charge is based on Permittee’s proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

“Space”: Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

“Hangar Space” (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing, modifying and maintaining the “Aircraft” (defined below).

“Office Space” (listed above) means the exclusive use of the area listed above.

“Shop Space” (listed above) means the exclusive use of the area listed above.

“Ramp Space” (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft

“Aircraft”: The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the “Aircraft”):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)Bombardier	DHC-8-402	C-FGWD	4506
(2)Bombardier	DHC-8-315	C-GKSQ	614
(3)Bombardier	CL-600-2V16	C-DRAL	5599
(4)Gulfstream	G-IV	N108RT	1387
(5)			
(6)			

“Term”: This Space Permit (“Permit”) shall be for an initial term, commencing upon the Effective Date (“Effective Date”) and expiring May 31, 2027 (“Term”).

Provided Permittee is not in default under the terms of this Permit, and subject to Signature’s consent, Permittee shall have the right, upon giving written notice to Signature (the “Renewal Notice”) no less than ninety (90) days’ prior to the expiration of the Initial Term, as applicable, which may be granted or denied at Signature’s sole discretion, to request to extend the Term on a Month-to-Month basis for up to twelve (12) months (“Renewal Term”) provided the Permittee’s account is current and in accordance with credit terms. Upon the Permittee providing Signature which such Renewal Notice, and upon Signature accepting such Renewal Term, Signature shall have sixty (60) days’ prior to the new Renewal Term date to give notice to Permittee of the applicable Base Rent rate for the Renewal Term, and Permittee shall have thirty (30) days from the receipt of Signature’s notice of the Base Rent rate for the Renewal Term to either accept or reject the Renewal Term Base Rent. Should Permittee fail to provide Signature with written notice of its acceptance or rejection within such 30-day period, Permittee’s Renewal Notice shall be null and void and of no further force and effect. The Initial Term and Renewal Term, if exercised, are hereinafter collectively referred to as the “Term”.

Early Termination Clause

Early Termination Right: The Permittee shall have the right to terminate this Permit , in part, upon providing Signature with no less than sixty (60) days written notice of the Space that will be terminated.

Partial Termination: In the event of a partial termination, the Permittee may terminate the lease for either (1) Hangar Space or (2) Shop & Office Space or (3) some of both, provided that: a. in the event of a partial termination of the Shop & Office Space, the Shop & Office Space to be terminated is an area(s) that can be separated from the remaining Shop & Office Space. b. The Permittee shall provide a detailed description of the specific area of the Shop & Office Space to be terminated in the notice of termination.

Notice Requirements: The notice of termination shall specify the effective date of termination and, in the case of partial termination, the specific area of the leased space to be terminated.

Obligations Upon Termination: Upon the effective date of termination, the Permittee shall vacate the terminated space and return it to Signature in the condition required by this Permit. The Permittee shall remain responsible for all obligations under this Permit with respect to the terminated space up to the effective date of termination.

Effect of Termination: Termination of all or part of the leased space shall not affect the Permittee’s obligations with respect to any remaining leased space.

“Security Deposit”: \$0.00 – Waived.

Addresses for Notices:

If to Signature:
Signature Flight Support LLC
Attention: General Counsel
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: Legalnotices@signatureaviation.com

With a copy to:
Signature Flight Support LLC
Attention: Manager, Contracts
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: Legalnotices@signatureaviation.com

And
Signature Flight Support LLC
Attention: General Manager
2450 Derry Road E
Mississauga, Ontario L5S 1B2
Phone: 905.677.5777
Facsimile: 905.673.5483

If to Permittee:
Address: **2450 Derry Road E**
Mississauga, Ontario L5S 1B2
Attention: **David J. MacNeil, Vice President, Contracts**

Work 905-676-1540 Ext. #333
Cell: 416-629-7034
Facsimile: 905-676-0977
Email: dmacneil@fieldaero.com _____

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – "Third Party Vendor Release". If there is any contradiction or ambiguity between these Basic Provisions and the General Terms and Conditions, then the Basic Provisions will have precedence.

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Landmark Aviation FBO Canada, Inc.
d/b/a Signature Flight Support

Field Aviation Company Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Witness: _____

Witness: _____

Printed Name: _____

Printed Name: _____

**SPACE PERMIT
GENERAL TERMS AND CONDITIONS**

- 1. Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
- 2. Term.** This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including legal fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove Permittee therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- 3. Aircraft.** The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage, modifying and maintaining of only the Aircraft (and for no other purpose).
- 4. Rent.**
 - a. Base Rent.** Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without any notice, setoff, demand, abatement or deduction whatsoever, except as provided in this Permit.
 - b. Annual Base Rent Adjustment.** On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". Notwithstanding the foregoing, Signature shall have the right to reset the Base Rent upon the start of each Renewal Term, as set forth in the Basic Provisions preceding these General Terms and Conditions. For purposes of this Permit, the "CPI" shall be the Consumer Price Index (published by Statistics Canada or by a successor agency, including a provincial agency for all items for Regional Cities, base year 2002 = 100) for the City in which the space is located or if there is no CPI for that City, for the City in Canada nearest the Base for which there is a CPI. The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.
 - c. Supplemental and Aggregate Rent.** Intentionally Left Blank
 - d. Airport Concession Fees and Charges; and Taxes.** Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing municipal, provincial and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit. Signature acknowledges and agrees that it is intended that this Permit is a gross lease to Signature, so that except as expressly in this Permit set out and except for the payment of the Base Rent, any applicable sales taxes and interest set out herein, Permittee shall not be responsible for any costs, taxes, charges, expenses or outlays of any nature whatsoever arising from or relating to the Space or the contents thereof and Signature shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Space. Without limiting the generality of the foregoing, it is expressly agreed that such rental shall include, inter alia, the payment by and at the sole expense of Signature of the following: (1) utilities; (2) all realty taxes and local improvement charges, development charges or levies, and similar matters (but not business taxes, capital taxes, income taxes or other similar taxes of Permittee or airport taxes and landing fees which may be levied or assessed upon or in respect of Permittee's use or occupation of the Space or in respect of any aircraft brought or arranged to be brought by Permittee in or on to the Space from time to time or any interest of Permittee in any such aircraft); (3) maintenance and repair of the Hangars (save and except to the extent that such maintenance and repair is required solely due to acts of Permittee, its subtenants, occupants, agents, employees, licensees, invitees or other parties for whom it is responsible at law, which shall be made at the expense of Permittee and after five (5) business days' notice by Signature, shall be recoverable by Signature from Permittee on demand); (4) snow clearing; (5) all labour and equipment required for the movement of aircraft into, out of and around the Hangars, as requested by Permittee; (6) replacement after damage, if necessary of the Hangars, save and except where such replacement is required by acts of Permittee, its subtenants, occupants, agents, employees, licensees, invitees or other parties for whom it is responsible at law, which shall be made at the expense of Permittee and after five (5) business days' notice by the Signature, shall be recoverable by Signature from Permittee on demand; and (7) all other services required to maintain the Hangars in a good state of repair.
 - e. Common Area Maintenance. (CAM) Charge:** CAM charge is included in the Base Rent and is intended to cover the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.
 - f. Late Fee.** Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
- 5. Security Deposit.** In the event of any Default as defined herein, Signature may require, within ten (10) days of Signature's written demand, Permittee to deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term.
- 6. Authority.** Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. Storage.** Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group")), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. Common Areas.** Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. Security of Personal Property.** Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
- 10. Utilities.** Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and

water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.

11. Master Lease; Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.

12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.

14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- e. Flight training (Permittee in-house flight training excluded);
- f. Intentionally Left Blank
- g. Intentionally Left Blank
- h. Air transport of mail or cargo for hire;
- i. Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub permittee, guest, or invitee of the Permittee, provided that Permittee may store customer aircraft solely for the purpose of performing aircraft maintenance and only for such period of time that the aircraft is undergoing maintenance;
- j. Deicing of aircraft;
- k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- l. Intentionally Left Blank
- m. Wash aircraft;
- n. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.

15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as **Exhibit A**;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of Transport Canada ("TC") and the Canadian Air Transport Security Authority ("CATSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold.

16. Termination of Master Lease. If the Master Lease is cancelled, terminated or abated, such cancellation, termination or abatement shall terminate, cancel or abate this Permit and Permittee shall not have (and hereby waives) any further rights to occupy the Space at law or otherwise. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

17. Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken, expropriated or condemned by any authority for any public use or purpose, which renders the Space untenable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

18. Acceptance; Maintenance; Surrender.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Signature is responsible for all routine maintenance and repair to the Space, including, but not limited to, HVAC systems, painting, cleaning, glass replacement, and structural repairs; provided however that Permittee shall be responsible for maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.

c. Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates

its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. Non-Exclusive Access Rights. Signature grants to Permittee a non-exclusive right to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, TC and CATSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

22. LIMITATION OF LIABILITY. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR THE COST ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.

23. Insurance.

a. Minimum insurance dollar limits required of Permittee:

i. Aircraft Hull and Liability

(1) **Aircraft hull:** All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property. For all other aircraft that are not owned by the Permittee, the Permittee shall ensure that the aircraft owner maintains all risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property. All such all risk hull insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" and shall name "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insured.

(2) **Aircraft liability:** Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage

• Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

ii. Liability - Airport Premises

(1) **Commercial General**

- (a) Office Space only: Combined single limit \$1,000,000 per occurrence
 - (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence*
 - (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence*
 - (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence*
- *For products and completed operations

(2) **Motor Vehicle:** Combined single limit \$5,000,000 per occurrence

(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.

(3) **Environmental / pollution:** Combined Single Limit \$1,000,000 per occurrence

(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

iii. Property

(1) **All Risk Property:** Full Replacement Value of any alteration or improvement to the Space installed by Permittee

(a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.

iv. Worker's Compensation & Employer's Liability

(1) **Worker's compensation:** The greater of \$500,000 or as required by statute

(2) **Employer's liability:** \$500,000 each occurrence for bodily injury by accident
\$500,000 each occurrence for bodily injury by disease
\$500,000 aggregate policy limit

(a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

b. Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the Province in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to Realestate@signatureflight.com. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

- c.** Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
- d.** Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- e.** **PERMITEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.**
- f.** Minimum insurance dollar limits required of Signature:
Signature shall at all times during the Term, at its sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. Indemnification.

- a. Permittee's Indemnification.** Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, TC and CATSA fines or assessments, reasonable legal fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages caused by the negligence of the Signature Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- b. Signature's Indemnification.** Signature shall be liable for the acts or omissions of the Signature Group without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee) from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of the Signature Parties; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- c. Exclusion and Duration.** These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

25. Environmental Removal and Disposal.

- a. Compliance with Environmental Regulation.** Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, provincial or federal law (collectively, "Regulated Substances") that Permittee generates or that are generated by the Permittee Group. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances as required by applicable laws. Permittee agrees to provide Signature, upon request, with copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, provincial and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.
- b. Environmental Audits.** Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all reasonable direct or indirect costs associated with such corrective action.
- c. Indemnification by Permittee.** Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable legal fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- d. Environmental Protection Procedures.** Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, provincial and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:
- (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;
 - (ii) Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;
 - (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, provincial and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, TC, Canadian Controlled Goods Program, CATSA, in which the Space is located.

27. Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, Canadian or United States mail (certified mail/postage prepaid only), or facsimile transmittal. Notices served by Canadian or United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. Default; Remedies.

- a.** It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, provincial, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy and Insolvency Act (R.S.C., 1985, c.B-3) or the Companies' Creditors Arrangement Act (R.S.C., 1995, c.C-36) or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.
- b.** In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii) remove the Aircraft from the Space and relocate the Aircraft to any location on the Ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the Ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be

immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including legal fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable legal fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. Force Majeure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.

32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the province in which the Space is located.

33. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. Fuel Purchases. Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. Aircraft Towing. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person is in imminent peril or jeopardy.

37. Time of Essence. Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.

40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.

42. Election of Remedies. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.

43. Authority Consent Required. Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.

44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

45. Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30th) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.

46. Non-Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

47. No Waste. Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.

48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm (including any losses based on Signature's negligence). Permittee

shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.

49. No interest in Land. Nothing in this Permit shall be construed to convey an interest in land or to create a "landlord" and "tenant" relationship.

50. Parking. Permittee is hereby granted at no additional cost, the exclusive use throughout the Term and any renewals thereof for its employees, agents and customers, of fifty five (55) reserved parking spaces in the spaces listed on Schedule XX" hereto, being part of the reserved parking spaces located on the parts of the Property shown on Schedule "XX" hereto, and unlimited ingress and egress to and from and the right to use the general parking area on the Aerocentre Lands on a non-reserved basis.

Remainder of page intentionally left blank.

Exhibit A
Third Party Vendor Release ("Release")

Operation ("FBO") at _____ Airport, _____, _____ ("Airport"), d/b/a SIGNATURE FLIGHT SUPPORT ("Signature"), which maintains a Fixed Base ("Vendor"), to enter the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. **Vendor.** The name, address, and telephone number of the Vendor are as follows:

Name: _____ Address: _____
 Telephone: _____ Email: _____

Service provided ("Service"): _____

2. **Services To Be Performed.** Vendor shall enter Signature's Premises for the sole purpose of performing Service at the request of Signature or its customer, Permittee, tenant, Aircraft owner, pilot or other designated representative. Vendor shall be authorized only to perform the Service noted above and only in the area(s) designated for such Service by local Signature management. Vendor expressly agrees that at no time shall its activities infringe upon the or its customers' ability to operate aircraft or use Signature's leasehold, including, but not limited to, ingress and egress from the FBO, offices, shops, ramps or parking lots.

3. **Compliance With Laws.** Vendor represents that it shall adhere to the prevailing and applicable rules of the Airport, Transport Canada ("TC"), and the Canadian Air Transportation Security Authority ("CATSA").

4. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, legal fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.

5. **Insurance.** Before commencing Services, Vendor shall evidence the following types and amounts of insurance:

i. **Liability - Airport Premises**

- (1) Commercial general Combined single limit \$5,000,000 per occurrence, products and completed operations
- (2) Motor vehicle Combined single limit \$5,000,000 per occurrence
 - (a) This coverage is conditionally waived if Vendor does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver shall be automatically revoked and Vendor shall obtain the requisite coverage.
- (3) Environmental / pollution Combined Single Limit \$5,000,000 per occurrence.
 - (a) This coverage shall be conditionally waived if this Release does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Vendor shall obtain the requisite coverage if this Release is later amended to add aircraft maintenance or if Vendor commences, without amendment, performance of aircraft maintenance in the Space.

ii. **Worker's Compensation & Employer's Liability**

- (1) Worker's compensation The greater of \$500,000 or as required by statute
- (2) Employer's liability \$500,000 each occurrence for bodily injury by accident
 \$500,000 each occurrence for bodily injury by disease
 \$500,000 aggregate policy limit

Special Provisions For Certificates of Insurance: All such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insureds. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. All required insurance policies, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.

VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS RELEASE.

 d/b/a Signature Flight Support
 By: _____
 Name: _____
 Title: _____
 Date: _____

Vendor:
 By: _____
 Name: _____
 Title: _____
 Date: _____

27168264.1

This is **Exhibit “J”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

WELLS FARGO BANK, NATIONAL ASSOCIATION
90 S. 7th Street, 16th Floor
Minneapolis, MN 55402

as of April 6, 2026

[Via Email: jmactagg@fieldaero.com; jsmith@fieldaero.com; bhorwitz@fieldaero.com]

c/o Field Aerospace, Inc.
8044 Montgomery Rd., Suite 400
Cincinnati, Ohio 45236
Attn: John Mactaggart, CEO; Jennifer Smith, CFO; Brian Horwitz, CFO

Re: Notice of Default – Reservation of Rights

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of January 29, 2021 (as in effect on the date hereof and as may be further amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among FIELD AEROSPACE, INC., an Ohio corporation (“Parent”), ASES, LLC, a Delaware limited liability company (“ASES”), FIELD AVIATION COMPANY INC., an Alberta corporation (“Aviation Canada”; and together with ASES and those additional entities that become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), each of the financial institutions identified as Lenders on the signature pages thereto (together with each of their successors and assigns, referred to individually as a “Lender” and, collectively, as the “Lenders”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders. Capitalized terms used herein and not otherwise defined in this letter shall have the meanings provided for such terms as set forth in the Credit Agreement.

This letter serves as Agent’s formal written notice to Borrowers and the other Loan Parties that certain Defaults and Events of Default have occurred pursuant to the terms of the Credit Agreement as a result of (the following are collectively referred to herein as the “Specified Defaults”):

(1) Borrowers’ failure to submit completed Borrowing Base Certificates for the periods ended January 31, 2026 and February 28, 2026 within 15 days of month-end, as required by clause (a) of Schedule 5.2 to the Credit Agreement, which constitutes an Event of Default under Section 8.2(a) of the Credit Agreement;

(2) Borrowers’ failure to maintain the required Fixed Charge Coverage Ratio for the period ended February 28, 2026, as required by Section 7.1 of the Credit Agreement, which constitutes an Event of Default under Section 8.2(a) of the Credit Agreement;

(3) Borrowers' advice to Agent that Borrowers will fail to maintain the required Fixed Charge Coverage Ratio for the period ended March 31, 2026, as required by Section 7.1 of the Credit Agreement, which constitutes a Default under the Credit Agreement;

(4) Borrowers' failure to maintain the required Excess Availability for at least the three consecutive Business Day period ended April 3, 2026, as required by Section 7.4 of the Credit Agreement, which constitutes an Event of Default under Section 8.2(a) of the Credit Agreement; and

(5) Borrowers' failure to promptly, but in any event, within one Business Day, repay the current overadvance in the amount of \$1,860,954.90 that is reflected in the Borrowing Base Certificate for the period ended February 28, 2026, as required by Section 2.4(c) of the Credit Agreement, which constitutes an Event of Default under Section 8.1 of the Credit Agreement.

Agent expressly reserves all rights, remedies, powers and privileges that it has or may have under the Credit Agreement, all other Loan Documents, applicable law or equity, with respect to the Specified Defaults and any other Defaults or Events of Default which may exist or occur, including, without limitation, the right to demand payment of all Obligations, the right to refrain from making any further Loans or other credit accommodations to Borrowers and the right, without further notice or demand to you, to begin accruing interest at the default rate specified in the Credit Agreement from the date of the occurrence of the Specified Defaults and the right to terminate the Borrowers option to request SOFR Loans and Term CORRA Rate Loans. Any Loans or other credit accommodations made by Agent and Lenders to Borrowers while the Specified Defaults (or any other Default or Event of Default) are continuing shall be made in the sole and absolute discretion of Agent.

Neither this letter, nor any credit accommodations, nor any action, omission or failure in the exercise by Agent of its rights and remedies, nor any acceptance of any payment, nor any negotiation by Agent with Borrowers concerning this letter, the Credit Agreement, any of the other Loan Documents and the liabilities and obligations thereunder are, and none of the foregoing shall be construed to be: (a) a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any of the other Loan Documents, all of which remain in full force and effect; (b) a waiver, release or limitation upon Agent's exercise of any of its rights and remedies under the Credit Agreement, any of the other Loan Documents or under applicable law or equity, all of which are hereby expressly reserved; or (c) a waiver or cure of any Default or Event of Default under the Credit Agreement or any of the other Loan Documents (including, without limitation, the Specified Defaults). Any waiver of the Specified Defaults or any other Default or Event of Default shall only be effective if set forth in a written instrument executed by Agent.

This letter is not intended to, nor shall it establish any course of dealing between and among any Loan Party, on the one hand, and Agent, on the other hand, that is inconsistent with the express terms of the Loan Documents.

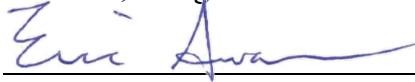
Please be reminded that, pursuant to the Credit Agreement, Borrowers are responsible for paying all costs and expenses incurred by Agent in connection with the administration and

enforcement of Agent's rights under the Credit Agreement or any other Loan Document, including, without limitation, attorneys' fees.

Please contact us with any questions you may have regarding the foregoing.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 

Name: Eric Swan

Title: Authorized Signatory

cc: Blank Rome LLP (via e-mail – harris.diamond@blankrome.com)

Haynes and Boone LLP (via e-mail - laura.martone@haynesboone.com)

WELLS FARGO BANK, NATIONAL ASSOCIATION
90 S. 7th Street, 16th Floor
Minneapolis, MN 55402

as of April 16, 2026

c/o Field Aerospace, Inc.
8044 Montgomery Rd., Suite 400
Cincinnati, Ohio 45236
Attn: John Mactaggart, CEO; Jennifer Smith, CFO; Brian Horwitz, CFO

Re: Limited Overadvance; Acknowledgement and Agreements (April 2026)

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement dated as of January 29, 2021 (as in effect on the date hereof and as may be further amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among FIELD AEROSPACE, INC., an Ohio corporation (“Parent”), ASES, LLC, a Delaware limited liability company (“ASES”), FIELD AVIATION COMPANY INC., an Alberta corporation (“Aviation Canada”; and together with ASES and those additional entities that become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), each of the financial institutions identified as Lenders on the signature pages thereto (together with each of their successors and assigns, referred to individually as a “Lender” and, collectively, as the “Lenders”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders, and (b) that certain Letter re: Notice of Default – Reservation of Rights, dated as of April 6, 2026, issued by Agent to Borrowers (the “April 2026 Default Notice”). Capitalized terms used herein and not otherwise defined in this Limited Overadvance; Acknowledgement and Agreements (April 2026) (this “Letter Agreement”) shall have the meanings provided for such terms as set forth in the Credit Agreement.

Borrowers have requested that Agent, for itself and on behalf of the Lenders, as a one-time accommodation and notwithstanding the occurrence and continuance of the Specified Defaults (as defined in the April 2026 Default Notice), authorize a temporary overadvance in the total amount not to exceed \$1,500,000 (the “April 2026 Overadvance”), in order to permit the Borrowers to receive a one-time advance in the approximate amount of \$1,100,000 in total which is to be used solely to fund payroll of the Borrowers for the fiscal week ending April 10, 2026 and to fund a total of CDN\$100,000 in retainers for Canadian legal counsel and a proposed financial advisor. This confirms that Agent, for itself and on behalf of the Lenders, has agreed to the foregoing request, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

1. ONE-TIME OVERADVANCE; ACKNOWLEDGMENTS AND AGREEMENTS.

(a) Upon the request of Borrowers, Agent, for itself and on behalf of the Lenders, hereby agrees, as a one-time accommodation, to permit the April 2026 Overadvance, subject to the satisfaction of the following terms, conditions and agreements:

(i) Draken. Agent shall have received, in form and substance satisfactory to Agent, a written confirmation and agreement from Draken in respect of accelerated payments of Draken accounts receivable and remaining T&M receipts, in each case, as described in the most recent cash flow forecast of Borrowers received by Agent.

(ii) De Havilland. Agent shall have received, in form and substance satisfactory to Agent, a letter of interest or other written commitment from De Havilland Aircraft of Canada Limited to be the purchaser of certain assets of Aviation Canada.

(iii) Chief Restructuring Officer. On or prior to April 20, 2026, Borrowers shall have retained and engaged (for themselves and the other Loan Parties, and not by Agent and the Lenders) a chief restructuring officer reasonably acceptable to Agent (the "Chief Restructuring Officer"), to, among other things, review the Loan Parties' forecasted balance sheet and statements of income and cash flows and Projections (including, without limitation, preparing a 13-week cash flow budget, evaluating cost cutting measures, liquidity enhancements and other related matters), and on such other terms and conditions (including as to scope) reasonably acceptable to Agent. The Chief Restructuring Officer (A) shall be fully authorized and directed to (1) consult, communicate and fully cooperate with Agent, and to share with Agent, all budgets, records, projections, financial information, reports and other information prepared by or in the possession of the Chief Restructuring Officer relating to the Collateral or the financial condition or operations of the businesses of the Loan Parties, and (2) keep Agent fully informed of the progress of the business and operations of the Loan Parties and respond fully to any inquiries of Agent regarding the business and operations of the Loan Parties; (B) shall have complete access to and supervision over all of the books and records of the Loan Parties, all of the premises of the Loan Parties and to all management and employees of the Loan Parties as and when deemed necessary by the Chief Restructuring Officer; and (C) shall not be terminated without the written consent of Agent (it being understood and agreed that (1) if the Chief Restructuring Officer resigns, Borrowers shall immediately notify Agent in writing and provide Agent with a copy of any notice of resignation immediately upon the receipt of such notice from the Chief Restructuring Officer, and (2) any replacement or successor Chief Restructuring Officer shall be reasonably acceptable to Agent and shall be retained pursuant to a retention agreement on terms and conditions reasonably acceptable to Agent within five (5) Business Days following the notice of resignation of the resigning Chief Restructuring Officer).

(iv) Default Interest. Effective as of April 1, 2026, Agent and Lenders have instituted the default rate of interest on all Loans and other Obligations, as provided for under Section 2.6(c) of the Credit Agreement.

(v) Application of Receipts. Borrowers acknowledge that all collections of accounts receivable received by the Borrowers shall forthwith be deposited to the respective accounts subject to the Agent's control to be swept by the Agent and applied to permanently reduce the amount of the April 2026 Overadvance on a dollar-for-dollar basis, all pursuant to the Credit Agreement.

(b) Limitation. The foregoing acknowledgments and agreements of Agent and the Lenders in this Section 1 are solely with respect to the foregoing matters and shall not be deemed to be a consent to or waiver of, or an obligation or agreement to consent or waive, any other provisions of the Credit Agreement. The acknowledgments and agreements set forth in this Section 1 do not and shall not affect any of the obligations or liabilities of any other Loan Party under the Credit Agreement or any other Loan Document. Except as expressly set forth herein, the acknowledgments and agreements set forth in this Section 1 shall not by implication or otherwise limit, impair, constitute a waiver or consent of, or otherwise affect the rights or remedies of the Lenders or Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. The acknowledgments and agreements set forth in this Section 1 shall apply and be effective only with respect to the matters expressly covered thereby.

(c) Reservation of Rights. Agent expressly reserves all rights, remedies, powers and privileges that it has or may have under the Credit Agreement, all other Loan Documents, applicable law or equity, with respect to the Specified Defaults and any other Defaults or Events of Default which may exist or occur, including, without limitation, the right to demand payment of all Obligations, the right to refrain from making any further Loans or other credit accommodations to Borrowers and the right, without further notice or demand to you, to begin accruing interest at the default rate specified in the Credit Agreement from the date of the occurrence of the Specified Defaults and the right to terminate the Borrowers option to request SOFR Loans and Term CORRA Rate Loans. Any Loans or other credit accommodations made by Agent and Lenders to Borrowers while the Specified Defaults (or any other Default or Event of Default) are continuing shall be made in the sole and absolute discretion of Agent.

2. CONDITIONS TO EFFECTIVENESS. This Letter Agreement shall become effective only upon the satisfaction of all of the following conditions precedent, each of which shall be in form and content satisfactory to Agent:

(a) Agent shall have received duly executed signature pages for this Letter Agreement signed by the Loan Parties; and

(b) No Default or Event of Default (other than the Specified Defaults) shall be in existence after giving effect to this Letter Agreement.

3. MISCELLANEOUS.

(a) Effect of this Letter Agreement. Except as set forth expressly herein, all terms of the Credit Agreement and the other Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of Loan Parties to Agent and Lenders. This Letter Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto. The execution, delivery and effectiveness of this Letter Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Agent or the Lenders under the Credit Agreement or the other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or the other Loan Documents (except as expressly set forth herein). This Letter Agreement shall constitute a Loan Document for all purposes of the Credit Agreement.

(b) Costs and Expenses. Borrowers jointly and severally agree to pay all Lender Group Expenses of Agent in connection with the preparation, negotiation, execution, delivery and administration of this Letter Agreement and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith in accordance with the Credit Agreement. All obligations provided herein shall survive any termination of this Letter Agreement and the Credit Agreement as modified hereby.

(c) Incorporation by Reference. THIS LETTER AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK. THE CHOICE OF LAW AND VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*, AND SHALL APPLY WITH LIKE EFFECT TO THIS LETTER AGREEMENT AS IF FULLY SET FORTH HEREIN.

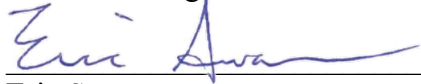
(d) Counterparts. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Letter Agreement. Any party delivering an executed counterpart of this Letter Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Letter Agreement.

[Remainder of Page Intentionally Left Blank]

If the foregoing is in accordance with your understanding, please so indicate by signing and returning to us the enclosed copy of this Letter Agreement.

Very truly yours,

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Agent and as sole Lender

By: 

Name: Eric Swan

Title: Authorized Signatory

[Signatures Continued from Previous Page]

BORROWERS:

ASES, LLC

By: *J Mactaggart*
Name: John Mactaggart
Title: CEO

FIELD AVIATION COMPANY INC.

By: *J Mactaggart*
Name: John Mactaggart
Title: CEO

GUARANTOR:

FIELD AEROSPACE, INC.

By: *J Mactaggart*
Name: John Mactaggart
Title: CEO

This is **Exhibit “K”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

Modification Services Contract No. 21-4610

Between

FIELD
AEROSPACE

And

DRAKEN

© FR Aviation Ltd

For

**the Modification of Challenger CL604 Aircraft for an
EW Program**


31th March 2022

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CONTRACTOR'S
INITIALS



BUYER'S
INITIALS

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CONTRACTOR'S
INITIALS


BUYER'S
INITIALS

This Aircraft Modification Services Contract bearing Contract No. 21-4610 effective as of March 31, 2022 (the "Contract"),

BETWEEN **FR AVIATION LIMITED, trading as Draken Europe** (a company registered in England with number 00845310) whose Registered Office and principal place of business is at **Bournemouth International Airport, Christchurch, Dorset, BH23 6NE**, (hereinafter "**Draken**" or as "Buyer")

AND **FIELD AVIATION COMPANY INC. d.b.a "Field Aerospace"**, an Alberta corporation whose Registered Office and principal place of business is at 2450 Derry Road East, Hangar 2, Mississauga, Ontario, L5S 1B2 Canada (hereinafter referred to as "Contractor").

WHEREAS Buyer requires Contractor to modify a quantity of Buyer provided, Challenger CL-604 aircraft in line with the statement of work

WHEREAS The Contractor is an established expert in the supply of products and services related to aircraft modifications and has the necessary airworthiness approvals to perform services including, but not limited to modification, maintenance, testing, and certification services in support of this Program

WHEREAS The parties shall work together to modify a quantity of two (2) Buyer provided, Challenger CL-604 aircraft in line with the statement of work and other requirements defined herein (individually or collectively the "Aircraft").

NOW THEREFORE, Buyer and Contractor agree as follows:

Definitions

"Acceptance Tests" means such acceptance tests as proposed by or on behalf of Buyer acting reasonably and issued prior to any such acceptance tests being undertaken to determine whether the Works (both individually and collectively with other Works) are in accordance with its specifications and otherwise meets Buyer's requirements as contemplated by the Contract.

"Additional Work" shall mean any work, specifically requested by Buyer through a Change Order that Contractor agrees to perform, as a change or addition to the Statement of Work defined herein.

"Agreement Personal Data" means the Personal Data (as defined under Data Protection Law) processed pursuant to or in connection with the terms of the Contract, which applies to any Draken employee working at the Contractor's base and covered by the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018.


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"Anti-Bribery and Corruption Laws" means any and all laws including statutes, statutory instruments, byelaws, orders, regulations, directives, treaties, decrees, any judgment order or decision of any court, regulator or tribunal which relate to anti-bribery and/or anti-corruption, including the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.) and Canada's Corruption of Foreign Public Officials Act (1998, c.34), as amended.

"Base Price" means a specific list of prices (or if not agreed the initial prices) established and agreed by the Parties in writing for the supply of the Works.

"Business Days" any day except a Saturday, Sunday or public/bank holidays on which the banks in London are open for business.

"Buyer" means the subsidiary of FR Aviation Limited that places an order with Contractor for Works.

"Buyer Data" means the data supplied or otherwise made available by or on behalf of any member of the Buyer's Group to Contractor's Group or any of Contractor's sub-Contractors and the data generated by or stored in the computer systems and telecommunications networks owned or operated by or on behalf of or for the benefit of Buyer to which Contractor or its sub-Contractors gain access in connection with the provision of any Works together with any Modifications thereto from time to time made by or on behalf of any person.


"Buyer-Furnished Equipment/Information (BFE-BFI)" shall mean all items, equipment dies, tools, patterns, plates, artwork, designs, drawings, specifications, free issue materials and data, through secure exchange platform Exostar, or other documents which Buyer shall furnish to the Contractor under the Contract and shall be under the control of Contractor. Buyer-Furnished Equipment shall include the Aircraft and other items and data identified in Annex B hereto, complete with such manuals and other data reasonably required for Contractor's intended use of the Buyer-Furnished Equipment under its performance of the Work.

"Buyer-Furnished Equipment Receipt" shall mean the Buyer-Furnished Equipment Receipt in Schedule II, which Contractor has signed upon receipt of any item of Buyer-Furnished Equipment defined herein.

"Buyer Group" means the Buyer, its parent, subsidiary and affiliated entities, its and their respective contractors and subcontractors (of any tier) and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Contractor Group as hereinafter defined.

"Certification" shall mean the obtainment of all relevant authorisations from Transport Canada, the FAA and the UK CAA or such other relevant authorization as may be required in order for the Aircraft to be certified and deregistered from the FAA registry and added to the UK CAA registry and the Aircraft will arrive at the Contractor's facility with an FAA N registration. Subsequently Buyer shall apply to the FAA for an Export Certificate of Airworthiness to support the conversion to UK CAA G registration. For the avoidance of doubt the final certification of the Aircraft will be a UK CAA STC's covering the full scope of the Works (including the TC STC under CP1 as per Annex F [DOA to ODA]). This shall be applied for and obtained by the Buyer following delivery and acceptance of the Works pursuant to Annex F of this Agreement.


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“Change of Control” means for any entity, any change in the ownership or control (directly or indirectly) of more than 25% of the voting capital of the entity; or ability (directly or indirectly) to direct the casting of more than 25% of the votes exercisable at general meetings of the entity; or right (directly or indirectly) to appoint or remove directors of the entity holding a majority of voting rights at meetings of the board of directors of the entity.

“Change Order” shall mean any and all changes to the Contract, as mutually agreed to by both parties in writing, in the form attached hereto as Schedule IV and forming an integral part of the Contract.

“Confidential Information” means all information in respect of the business of a Party including, without prejudice to the generality of the foregoing, any ideas, business methods, prices, business, financial, marketing, development or manpower plans, Buyer lists or details, computer systems and software, products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by Buyer and information concerning Buyer’s relationships with actual or potential clients, customers or Contractors and the needs and requirements of Buyer and of such persons and any other information which, if disclosed, will be liable to cause harm to Buyer.

“Contract” means this Contract and any other contract between the Buyer and the Contractor for its sale and purchase of the Works, as amended by any Change Orders, and all Annexes, appendices, schedules, attachments and amendments hereto forming a part hereof and any other documents incorporated by reference herein. No other documents shall form part of the Contract.

“Contract Authority” shall mean the person designated by the respective party as being authorized to sign the Contract and amendments and Change Orders thereto. In the Buyer’s case, it shall be Richard Taylor. Contract Authority for Contractor shall be the Vice President, Contracts, or their delegate, whose name shall be made known to Buyer.

“Contract Quality Plan” means any quality control manual supplied by Buyer to Contractor from time to time.

“Contractor” means **Field Aviation Company Inc. d.b.a “Field Aerospace”** for which Buyer issues an order for Works.

“Contractor Group” means the Contractor, its parent, subsidiary and affiliated entities, its and their respective contractors and sub-contractors (of any tier) and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Buyer Group.

“Data Protection Laws” means any laws in force in the United Kingdom from time to time that relate to data protection, the processing of personal data and privacy, including without limitation: the Data Protection Act 2018; the General Data Protection Regulation (EU) 2016/679; and the Privacy and Electronic Communications (EC Directive) Regulations 2003

“Defect Liability Period” shall have the meaning as defined in Article 8 herein.


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"Delivery" means delivery in accordance with Article 4.3 set forth herein, following inspection and acceptance of the Work in accordance with Article 4.2, and Buyer signs the Certificate of Acceptance/Delivery attached as Schedule III herein.

"Delivery Date(s)" shall mean the delivery date for the Works as stipulated for each Aircraft in Schedule I attached hereto or such earlier or later date(s) that the parties may mutually agree.

"Contractor's Facility" shall be the facility located at 2450 Derry Road East, Hangar 2, Mississauga, Ontario, L5S 1B2, Canada.

"Developments" means any Works, development documentation, information, materials, plans; drawings, reports or the like created under or for the purposes of a Contract during the course of the performance of a Contract.

"Direct Competitor" means any third party in the defence, aerospace, intelligence or surveillance market selling products in competition with Buyer or any member of its Group.

"Dispute" means any dispute, claim, difference or controversy arising out of or in connection with the Contract, including any dispute as to its existence, validity, interpretation, performance, breach or termination and any dispute relating to any non- contractual obligations arising out of or in connection with it.

"End User" shall mean Buyer.

"Excusable Delay" shall be as defined in Article 9.1.

"Future Service Provider" means any third-party provider of the Works who replaces Contractor.

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (each an "Affiliate") and "member of the Group" shall be construed accordingly. "Holding company" and "subsidiary" are as defined in section 1159 of the Companies Act 2006.

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in all countries in the world and together with all renewals and extensions.

"Liability" means any liability whether in contract (including negligent breach of contract), tort (including negligence), breach of statutory duty, restitution, under any indemnity or otherwise in respect of any loss or damage howsoever caused.

"Modification" means all translations, adaptations, arrangements, derivative works, developments, enhancements, error corrections, fixes, versions, upgrades, updates, new releases and, without limitation, by reference to the foregoing, modifications (and "Modified" shall be construed accordingly).


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"Non-Conformance Report" means a notice issued by Buyer to Contractor setting out remedial or corrective action to be undertaken by or on behalf of Contractor to ensure compliance with the obligations of Contractor under the Contract.

"Non-Recurring Expense Items" or "NRE Items" means any unique labour, tooling, jigs, fixtures, stencils, or other items utilized for the manufacture of Works that are separately priced in an Order for the Works, amortized in the Total Base Price of the Works or detailed in a separate NRE Items Order related to the Works.

"Normal Working Hours" shall mean Monday to Friday from 8:00 a.m. to 5:00 p.m. at the Designated Facility where the Work is being performed, excluding statutory holidays.

"Order(s)" means the Purchase Order(s) issued by the Buyer to the Contractor for the procurement of Works under this Contract.

"Qualification" or "Qualify" shall mean the performance of all the activities required to prove to the satisfaction of the applicable airworthiness authorities that all parts, whether repaired, overhauled or modified, meet or exceed the requirements of the airworthiness authorities, and the Contract.

"Serviceable" shall apply to the Aircraft or part thereof which is in a satisfactory operating condition as defined by the limits, tolerances or allowances set forth in any applicable manufacturer's published specifications and any applicable service bulletins, guidelines, manuals, specifications, publications or written instructions and/or that is in compliance with the appropriate airworthiness authorities' requirements or airworthiness directives, or both.

"Specification" means in relation to goods the technical requirements of the goods provided by the Buyer to Contractor, that have been addressed by the SOW as set forth in Annex A hereto.

"Statement of Work or SOW" shall mean the authorized Services set forth in Annex B attached hereto which are required to be performed by Contractor pursuant to this Contract.

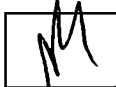
"Tools" or "Tooling" means tools for use with or created pursuant to the Works.

"Total Base Price" means the total firm fixed base price detailed within Schedule I of this Contract.

"Traceable" means accompanied with original authentic certificates of conformity from the manufacturer of the original component or if not accompanying the component delivered to the Buyer, are in the possession of Contractor as specified by the Buyer's specification and "Traceability" shall be construed accordingly.

"TUPE Equivalent Legislation" means any legislation in any jurisdiction which is equivalent to or similar to TUPE and/or the Acquired Rights Directive (Council Directive 2001/23/EC) insofar as it relates to the transfer of employees.

"Works" shall mean the goods and/or services as specified in the Contract or any part thereof involving the modification tasks, maintenance, repair, overhaul or replacement to be performed or provided by Contractor and furnished to Buyer under the Statement of Work.


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Article 1 – Program Relationship and Scope of Work

- 1.1** The Contractor represents and warrants to Buyer that it is duly authorised under the applicable laws to perform the Work as set forth herein. Contractor further represents and warrants to Buyer that it holds and maintains all necessary licenses and permits required by all relevant airworthiness authorities to comply with all the terms and conditions of the Contract.
- 1.2** Both Parties shall at all times comply with all laws and regulations applicable (a) to either Party; and (b) to the provision of the Works under this Contract; and (c) any other laws or regulations pertaining to compliance with the Contract.
- 1.3** Both parties will obtain and maintain all permits, registrations, consents, licences and approvals of governmental authorities and/or standard setting agencies that are necessary or advisable to provide the BFE/BFI and the Works (as applicable).
- 1.4** Notwithstanding Contractor's participation as it is set forth herein, the Contract is not to be construed as a joint venture, partnership, incorporation or business association. The relationship of Buyer and Contractor under the Contract is that of independent Contractors and neither Party shall act or represent or hold itself out as having authority to act as an agent or Contractor of the other Party or to bind or commit the other Party to any obligations.
- 1.5** The Statement of Work under this Contract is subject to and in accordance with the terms, conditions and provisions of the Contract,
- 1.6** Time for the performance of all obligations of Contractor under the Contract is of the essence. Contractor shall Deliver the Works at the time(s) and date(s) scheduled and specified in the Order Contractor agrees that title to the Works shall pass to the Buyer on Delivery unless otherwise agreed in writing, as evidenced by an acceptance Certificate as per the forms set forth in Appendix E hereto. Furthermore, the Contractor may not Deliver the Works by separate instalments unless agreed in writing by Buyer.
- 1.7** Contractor will procure all components that the Contractor is required to procure as per the SOW necessary to fulfil the Contract and Deliver the Works at the time(s) and date(s) scheduled and specified in the Annex C hereto and will ensure sufficient capacity is available to achieve the quantities and delivery dates specified in such Works.
- 1.8** The Buyer shall be responsible for the proper functioning, performance, airworthiness, certification, correctness, completeness and delivery in accordance with Annex B of the Buyer-Furnished Equipment supplied under the Contract.
- 1.9** Subject to and in accordance with the terms, conditions and provisions of the Contract, Contractor shall be responsible for the performance, correctness and completeness of the Work under the Contract.
- 1.10** The Contractor shall ensure that all work and certification is carried out in full compliance with the relevant airworthiness authorities' requirements Transport Canada, FAA and/or UK CAA (as


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applicable) and as set forth in the Contract and in accordance with the Contractors approved TC / FAA / UK CAA processes as per its Design Approval Organization (DAO) and Approved Maintenance organization (AMO), and that they work with Buyer to enable extant mission systems components to be handled (installed/maintained) in accordance with Buyer's Part M CAMO processes. The modified platform (and any related airworthiness maintenance) shall be delivered in full compliance with this Contract and without concession or waiver (unless otherwise agreed) and free from defects latent or otherwise. In addition, it is agreed between the Parties that the Aircraft will arrive (as per the Aircraft arrival dates set forth in the Programme Schedule set forth in Annex C hereto) at the Contractor's facility with an FAA N registration. Subsequently Buyer shall apply to the FAA for an Export Certificate of Airworthiness to support the conversion to UK CAA G registration. For the avoidance of doubt the final certification of the Aircraft will be a UK CAA STC covering the full scope of the Works including all Pre-Existing Contractor STC embodied on the Aircraft. The Export Certificate of Airworthiness shall be procured by the Buyer following delivery and acceptance of the Works pursuant to Annex F of this Agreement. The Contractor shall only be able to commence the required preparations and modifications once Buyer has changed the Aircraft registration from an FAA aircraft registration to the UK CAA aircraft registration. The Contractor shall provide support to all reasonable requests for support from the Buyer to facilitate the above. Notwithstanding the above, if the receipt of an FAA Export Certificate of Airworthiness to support the conversion to UK CAA G registration and the ultimate registration of the Aircraft to the UK CAA G registration delays the planned start date for on-aircraft preparation and/or modification as set forth in the Programme Schedule in Annex C hereto, then there shall be a delay to the schedule from that on-aircraft start date until the UK CAA G registration is received. Following completion of the Work the Aircraft shall be Delivered to Buyer, with all required documentation to support the Buyer applying for and obtaining a UK CAA Certificate of Airworthiness.

- 1.11** It is further understood and agreed that any deviations or changes to Buyer's requirements which may arise in the course of the administration of the Contract (including, but not limited to, technical deviations, schedule changes, etc.) can only be authorized through a mutually agreed Change Order as per Article 5 hereto.
- 1.12** If Contractor becomes aware of any matters which may affect the performance of its obligations under the Contract it will promptly notify Buyer.

Article 2 – Pricing and Payment Terms

- 2.1** The Firm Fixed Baseline Price for the performance and delivery of the Works to Buyer shall be the value in United States Dollars as set forth in Article 1 of Schedule 1 hereto, exclusive of any taxes (i.e. VAT), duties, and levies.
- 2.2** The price and any other sums payable by Buyer are gross amounts inclusive of all charges including license fees, packaging material, packing, shipping, loading, carriage, applicable insurance (as defined herein) and delivery of the Works to Buyer's specified place of delivery as set forth herein;


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- 2.3 Contractor shall invoice Buyer the charges for the Works upon Buyer's written acceptance of the Works and Buyer shall pay Contractor for the performance and delivery of the Works in accordance with the payment schedule provided for reference in in Schedule 1 hereto.
- 2.3 Contractor shall provide invoices to Buyer for each payment referenced in this Article 2.1. Invoices shall state a description of the Works, Milestone number, Contract number, quantities and the total price stated in US dollars and shall include all applicable levies, duties, or taxes. All invoices shall be in duplicate and must be addressed to the Buyer Contract Authority at the address specified in Article 23 ("Notices") of the Contract.
- 2.4 Buyer shall pay to Contractor the proper and valid invoiced milestone price based on of receipt of a valid invoice and in accordance with the payment terms ser forth in the Milestone Payment Schedule in Schedule 1 hereto. The Buyer will make all payments to the Contractor in United States Dollars by wire transfer to the following account:

FIELD AVIATION COMPANY INC.
BENEFICIARY DESTINATION BANK:
WELLS FARGO BANK, N.A.
420 Montgomery St.
San Francisco, CA 94104
Account Number: **4938721925**
ABA Routing Number: **121000248** (ACH and Wires)
Swift Number: **WFBIUS6S**

- 2.5 Payment for non-routine work that is outside of the SOW and approved by way of an AWR shall be paid monthly and all invoices paid prior to departure of the Aircraft.
- 2.6 Buyer may invoice Contractor in respect of any mutually agreed refund or over-payment in respect of the charges due pursuant to the Contract. Contractor shall pay each correct invoice within net thirty (30) days of receipt except to the extent that it disputes any or all of the amount shown on the invoice in which case Contractor shall pay Buyer the amount that is not in dispute but Contractor need not pay the amount that is in dispute until the dispute has been resolved in accordance with clause 4.
- 2.7 In the event of any delay in payment by either Party of any undisputed amount owed for more than thirty (30) days after the due date for payment, the other Party may charge interest at the rate of 2% per annum above the base rate from time to time of the Bank of England and calculated from the due date until payment in full.

Article 3 - Taxes, Duties and Other Charges

- 3.1 All prices quoted herein are exclusive of any other taxes, stamp taxes, VAT or sales taxes, import customs duties, fees, levies, and charges of any kind whatsoever (hereinafter collectively referred to as "Taxes"). All such Taxes shall be borne and paid by the Buyer in addition to the Total Base Price. If any payment by the Buyer is subject to withholding tax, the Buyer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount, as is necessary to ensure that the Contractor receives the same amount it would have received if there had been no withholding.


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- 3.2** For clarification, as long as the Aircraft are exported from Canada following completion of the Works, Canadian taxes/VAT such as the Goods and Services Tax (GST), Harmonized Sales Tax (HST) or provincial sales taxes will not be charged to Buyer. Notwithstanding the above, in the event that the Aircraft is not exported from Canada by Buyer following completion of the Work and Canadian taxes are imposed (as commercial operations are carried out in Canada), then the Buyer shall pay any Canadian Goods and Services Tax (GST), Harmonized Sales Tax (HST) or provincial sales taxes, as applicable, upon Contractor's request. In such case, Contractor shall provide to Buyer Contractor's GST and provincial tax registration number(s) and shall show the amount(s) of GST and any other tax as separate line items on all invoices.
- 3.3** If, for any reason whatsoever, the Contractor is required to pay any new or additional Taxes after the date of signature hereof, then the Total Price shall be increased accordingly, and the Buyer shall reimburse such Taxes to the Contractor.

Article 4 – Delivery Schedule and Progress of Contractor's Work

4.1 Receipt of the Aircraft for Modification

Upon the Aircraft's and/or Buyer-Furnished-Equipment arrival at the Designated Facility, Contractor shall check any items of Buyer-Furnished Equipment within a reasonable time, but not later than five (5) business days of their receipt, and shall promptly notify Buyer of any omissions, discrepancies or variations, which Buyer agrees to promptly address. If no omissions, discrepancies or variations are found upon receipt of any item of Buyer-Furnished Equipment, Contractor shall promptly execute the Buyer-Furnished Equipment Receipt pertaining to the Aircraft and/or Buyer-Furnished Equipment. By executing the Buyer-Furnished Equipment Receipt, Contractor is not confirming that the subject Buyer-Furnished Equipment is fit for the purpose for which it is intended.

4.2 Acceptance of the Work

4.2.1 Buyer will undertake on site and ongoing inspections through an on-site located Buyer representative, including but not limited to System Verification and Validation Tests in respect of the Works supplied by the Contractor. The Contractor shall perform all testing required for certification needs, in accordance with the process's agreed to obtain Transport Canada (TC) and/or to support Buyer's UK CAA STC approval. The principles outlined in Annex E – Integrated Test and Acceptance Plan (ITAP) – Design and CAMO shall be used by the Parties to generate a consolidated test evaluation and acceptance plan to govern the requirements and process for final test and acceptance of the Aircraft.

4.2.2 Contractor shall give Buyer reasonable written notice, but at least fifteen (15) Business Days, prior to the date on which the Work on each respective Aircraft will be ready for Buyer's inspection and acceptance at the Designated Facility. Provided that no element of the Work is found to be defective or non-conformant, acceptance of the Work by Buyer shall be considered complete upon signature of the Certificate of Acceptance/Delivery as attached in Schedule III. If any


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element of the Work is found to be defective or non-conformant during the acceptance procedure, Contractor shall rectify such defective or non-conformant element within a reasonable timeframe.

- 4.2.2** Buyer may undertake Acceptance Tests in respect of any Works supplied by Contractor Buyer's performance of any Acceptance Test does not remove or affect Contractor's obligations to comply with the terms of the Contract. Such Acceptance Tests shall be mutually agreed and set forth in the Statement of Work provided herein. All discrepancies and repairs arising as a result of the Acceptance Tests relating to the Works shall be completed by the Contractor at no additional cost to Buyer. For each Aircraft, Contractor shall, upon Buyer's request, perform an acceptance flight in accordance with the Statement of Work, at no additional charge.

4.3 Delivery of the Work

Prior to the Delivery of the Works by the Contractor, the Buyer shall deliver to the Contractor's Facility the Aircraft.

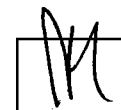
Delivery of the Works to Buyer shall occur for each Aircraft according to the schedule stipulated in Schedule I. The Work shall be delivered to the Buyer by the Contractor Ex Works (Incoterms 2010) at the Contractor's Facility.

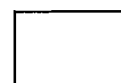
4.4 Title and Risk of Loss

Upon Buyer's acceptance and payment of the Work for each Aircraft, Contractor agrees that title to the Works shall pass to the Buyer on Delivery free and clear of all rights, prior claims, liens, charges and encumbrances (hereinafter "Liens") unless otherwise agreed in writing and risk of damage to or loss of the Work for such Aircraft shall pass to Buyer at that time.

Article 5 – Contract Changes and Additional Work Requests

- 5.1** Buyer may at any time request changes in writing relating to an Order for tasks that are out of scope (and as per the AWR process and documented in the Appendix G), including changes in the drawings or specifications, method of shipment, quantities, packing or time or place of Delivery. If such changes result in an increase in cost of, or time required for, performance of the Order, an equitable adjustment will be made to the price, Delivery schedule or both including on the basis that:
- any increase in price should be at the same profit margin as the original Order;
 - only the elements of the Contract which are changing shall be repriced;
 - The Contractor shall use all reasonable endeavours to mitigate and minimize any associated schedule impact.
- 5.2** The Total Base Price set forth herein does not include the cost to complete any additional non-routine repairs or unscheduled maintenance tasks due to defects/deficiencies in the basic Aircraft that are required to be completed based on findings identified from the modification activities ("Non-routine Findings").


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- 5.3** If, during the performance of Services, the Contractor or Buyer (i) identify additional tasks that may not have been included in the SOW but that are required to be completed, and/or (ii) should the Contractor identify any Non-routine Findings which must be rectified and may impact Contractor's Work or schedule, then the Contractor shall provide the Buyer with a summary of findings or additional scope of work and associated recommendations for completion of the additional technical support services ("Technical Support Services").
- 5.4** In support of 5.3 above, before any Technical Support Services are initiated by the Contractor, the Contractor shall provide an Additional Work Request (AWR) quotation to the Buyer for the specific tasks, as per the form provided for reference in Schedule V hereto. Such AWR quotations shall be based on, but not be limited to, the following details and information which are to be provided to the Buyer by the Contractor:
- The type of Technical Support Services required (i.e., additional modifications, repairs of unscheduled maintenance, replacement of parts, etc.);
 - The pricing and payment terms for the Technical Support Services required (FFP or T&M);
 - The requested duration or lead-time to complete the Technical Support Services or parts procurement, respectively, as well as any applicable schedule impact;
 - The specific Contractor or vendor parts to be procured (if applicable);
 - Delivery location or location of services, and
 - Other requirements or conditions, as applicable.


Based on the information provided above, the Contractor shall provide a formal AWR Quotation, for the referenced products and service to the Buyer within ten (10) days of receipt of the request from the Buyer or identification of any Non-routine Findings by the Contractor. If the AWR Quotation is approved, the Contractor will commence with the Technical Support Services as directed by Buyer and set forth in the approved AWR Quotation.

5.5 Change Control Board

In addition to the monthly meetings set forth in Article 18 hereto, the Contractor shall chair monthly and as required urgent change control board meetings to present variations to the Works that may arise during the performance of the Contract activities. These shall include but not limited to, the following:

- Risk Mitigation Action and spend approval
 - Opportunity Management identification and achievement
 - Changes to the schedule and Works
- 5.6** Any changes to the Delivery date (other than as requested by Buyer) shall be solely due to the change requested by Buyer, events of Excusable Delay and/or based on the approved changes as documented by a Contract Change Order and/or an approved AWR. Any incurred delays due to the requirement for completion of Technical Support Services as set forth in the AWR Quotation may be considered an Excusable Delay in accordance with Article 9 herein.


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- 5.7 For the avoidance of doubt, Buyer will not be liable for any changes without their express approval as evidenced by a mutually agreed Contract Change Order which is to be executed between the parties' part of the agreed change management process. Conversely, the Contractor shall only proceed with the requested changes following receipt of a mutually agreed Contract Change Order which is to be executed between the parties.
- 5.8 Schedule IV set forth herein provides a template for the Contract Change Order (CCO) for all mutually agreed changes to the Contract and the Statement of Work.

Article 6 - Representatives on Site at Buyers and Contractor's Facilities

6.1 Buyer Representatives at Contractor's Facilities


Buyer shall be entitled to place and maintain resident Quality representatives and other required personnel up to a maximum of two (2) people in total at the Designated Facility where the Work will be conducted or the duration of the Contract, to, on a non-interference basis, review the Work, witness acceptance testing and carry out inspection and acceptance of the Work. Such representatives shall be at the Designated Facility or Contractor's subcontractor's facility at Buyer's expense. Contractor shall furnish to Buyer free of charge reasonable office space and telephone access at its Designated Facility. Such representatives shall abide by all Contractor's plant rules and regulations, security requirements and access to the building shall be granted within normal working hours and shall conform in accordance with a code of conduct.


Buyer's employees or Representatives visiting or working at any of Contractor's premises will comply with the security, confidentiality, safety and conduct policies, including all on site regulations specified by Contractor for personnel working at Contractor's sites or accessing Contractor's IT systems at such premises, as are notified by or on behalf of Contractor to Buyer in writing from time to time and shall conduct themselves in a professional manner.

Due to the Contractor's approval under the Canadian Controlled Goods Program (CGP) and our requirement to enforce CGP rules and regulations, only Contractor's personnel are granted the right to possess, access or transfer controlled goods or data within Field Aviation's Designated Facility and consequently any nominated on-site Buyer representatives or visiting Buyer representatives will not be given the ability to possess, access or transfer controlled goods or data within Field Aviation's Designated Facility unless separate exemption approvals has been sought and granted by the Canadian government. Therefore, Field Aviation shall grant escorted access only to the Aircraft on the operations floor for the nominated on-site representatives, or any other visiting Buyer representative or end users, for the purposes of carrying out inspection tasks either at the request of Field Aviation or as directed by Buyer.

6.3 Contractor's Representatives at Buyer's Facilities

Contractor's employees or Representatives visiting or working at any of Buyer's premises will comply with the security, confidentiality, safety and conduct policies, including all on site regulations specified by Buyer for personnel working at Buyer's sites or accessing Buyer's IT systems at such premises, as are notified by or on behalf of Buyer to Contractor in writing from time to time and shall conduct themselves in a professional manner.


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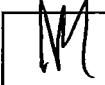

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Article 7 –Quality and Warranty**7.1 Quality and Inspection**

- 7.1.1** Contractor's quality system shall be compliant with the requirements of ISO9001 (for Goods for normal commercial supply) and AS9100 (for Goods for aerospace use).
- 7.1.2** Contractor will maintain detailed quality control and manufacturing sub-assembly and component Traceability records for a period of at least 10 years from the date of last supply of the Works. Contractor shall then either agree to continue holding the records or shall offer Buyer, at no charge, the option to transfer them for archiving or provide electronic copies to Buyer.
- 7.1.3** Provided it does not interfere with Contractor's operations, Buyer and its nominated representatives and Buyer's customers and nominated representatives may at any time on 2 Business Days' notice inspect any premises and carry out an audit or check of any aspect of performance of the Contract by Contractor and shall be permitted to observe work being performed by Contractor and its sub-contractors at any premises where Work is being carried out. Buyer may appoint a third party (which shall not be a competitor of Contractor) to act as its nominated representative under this clause 7.1.3.
- 7.1.4** If as the result of such inspection Buyer is not satisfied that the Works are in accordance with designated Specifications in the SOW and Buyer so informs Contractor within 30 days of inspection per Article 7.1.6, and Contractor will take all necessary steps to ensure compliance.
- 7.1.5** Contractor shall and shall ensure that each of its sub-contractors approved by Buyer under clause 7.1 shall:
- comply with Buyer's Contractor code of conduct, as updated from time to time, accessible on Buyer's website;
 - comply with all Buyer's policies relevant to the supply of the Works.
- 7.1.6** Buyer may issue a Non-Conformance Report ("NCR"). Contractor will ensure it completes each remedial action in the NCR by the deadline specified in the NCR or if no deadline is specified, within a reasonable time.

7.2 Traceability

- 7.2.1** Contractor shall have and operate a process to ensure that the origin of all Works, sub-assemblies and the components contained therein supplied to Buyer are fully Traceable to the original manufacturer.
- 7.2.2** Contractor shall, unless directed otherwise by Buyer in writing, procure components from the manufacturer of the components, or through franchised distributors or direct component Contractors.
- 7.2.3** Contractor agrees to indemnify and hold Buyer harmless from and against all costs and expenses for the removal, repair or replacement of counterfeit components incorporated into the Works sold


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by Contractor to Buyer including where the counterfeit component was procured by Contractor in accordance with clause 22.2 or from another entity pre-approved by Buyer in writing.

7.2.4 The Contractor will:

- require that its Contractors provide a Certificate of Conformance with each component shipment;
- perform incoming inspections of components and paperwork to ensure conformity to Specification; and
- maintain and document incoming inspection specifications used for each component used in manufacturing the Works, but these obligations shall not apply to components consigned or sold to Contractor from Buyer.
- If components are not purchased in accordance with clause 22.2 or are purchased without full Traceability and manufacturers' certificates, Contractor will ensure that prior written approval has been obtained from Buyer before using such components and that the approving permit number shall be cross referenced on Contractor's release certification. To obtain Buyer's approval Contractor may have to, at Buyer's sole option and at Contractors cost, perform the following:
 - check with the manufacturer that the date and batch codes identified on the Certificate of Conformity are genuine; and
 - complete or arrange for actual component testing on a representative sample of the components to verify their conformance to specification.

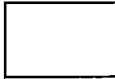
7.2.5 For components purchased from Buyer, Contractor shall maintain the traceability back to the paperwork provided by Buyer as part of the components transfer.

7.3 Warranty for the Works

7.3.1 The Contractor represents and warrants that:

- it will provide the Works to Buyer precisely in accordance with the Contract, including authorised Change Orders;
- it shall use all best skill and care and shall perform its obligations in accordance with the Contract;
- it has the rights to grant the license rights set out in the Contract;
- the Works are of good quality, workmanship and material in accordance with best industry practice;
- the Works are and will be fit for their intended purpose and use including any purpose and use made known to Contractor by Buyer;
- the Works are free from defects in design, materials and workmanship and hazards to health excluding normal wear and tear;
- the Works are new and not used, refurbished, repaired or reconditioned and not of an age that deteriorates or impairs their usefulness, safety or operation;
- no Works or part, component or material supplied under the Contract are counterfeit and it has developed processes and/or procedures that are adequate to assure that none of the Works, or part, component or material supplied under the Contract shall be counterfeit.


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- 7.3.2** If any such defect is discovered in any item of the Contractor's Work within twelve (12) months after Delivery of the Work to Buyer hereinafter referred to as the "Defect Liability Period", then subject to the provisions of this Article 7.3, Contractor's sole obligation and liability under this Contract shall be, at its option, to either repair, replace or correct the defective item, free of charge.
- 7.3.3** Notwithstanding Article 7.3.1 (a), the provisions of this Article 7.3 apply only to the Works, but excluding any vendor parts. Except as specifically provided under this Article 7, Contractor shall have no liability or responsibility for any vendor parts and the warranties for those vendor parts shall be the responsibility of the vendor and a matter as between Buyer and vendor. The Contractor shall ensure that all vendor warranties are assignable and are assigned to Buyer.
- 7.3.4** Buyer's rights under this Article 7.3 are subject to the Work as incorporated into the Aircraft being stored, maintained, handled, tested and operated in accordance with the technical publications or any other written instructions issued from time to time by Contractor or an original equipment manufacturer of the relevant item of the Work. Furthermore, it is subject to all relevant particulars being entered by Buyer in the appropriate records.
- 7.3.5** Contractor's obligation under this Article 7.3 does not extend to any items of the Work:
- which have been altered after delivery of the Work otherwise than by Contractor, at Contractor's request, or with Contractor's prior written approval; or
 - from which the manufacturer's trademark or name or serial numbers have been removed; or
 - which have deteriorated through normal wear and tear or through negligence, accident or misuse, otherwise than on the part of Contractor; or
 - which are consumable items or items with a prescribed shelf life less than the Defect Liability Period defined herein.
- 7.3.6** Buyer shall give prompt written notice to Contractor of the discovery of an alleged defect in an item of the Work and shall dispatch to Contractor's premises (or elsewhere as directed by Contractor) the item alleged to be defective within thirty (30) calendar days of the said discovery. The said item shall be properly packed and marked with the name and full address of Buyer accompanied by a defect report explaining the nature and circumstances of the defect arising. At the same time, Buyer shall forward all particulars of the claim to Contractor and the reasons therefore. Contractor shall have the exclusive right to determine whether a defective item shall be repaired or replaced. Alternatively, if mutually agreed between the Parties based on the cost and schedule impact, the Contractor may elect to deploy a field service representative(s) to rectify the defect where the Aircraft is based or have Buyer rectify the defect, and in this instance the Buyer shall be entitled to re-charge to the Contractor or credit if applicable all costs directly and reasonably incurred by the Buyer in rectifying the defect.
- 7.3.7** The cost of transportation involved in the return of any item to Contractor under the provisions of this Article 8 shall be the responsibility of Buyer as the case may be, and the cost of transportation from Contractor to Buyer as the case may be shall be borne by Contractor in cases where such item is proven to have been defective and Contractor, acting reasonably, confirms that such


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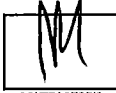

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defect is covered under this Article 7, otherwise the cost for returning the item shall also be the responsibility of Buyer.

- 7.3.8** Any defective item shall become the property of Contractor and any warranty item which has been repaired or replaced shall become the property of Buyer.
- 7.3.9** Except for Contractor's obligations and liabilities as expressly provided in this Article 7.3, all statutory warranties or conditions, expressed or implied, whether arising in contract or at law, tort or otherwise or other warranties, conditions or liabilities whether as of merchantability or fitness for a particular purpose, and any implied warranty or condition arising from course of performance, course of dealing or usage of trade or otherwise, or any other obligation or liability on the part of Contractor to anyone of any nature whatsoever by reason of the design, manufacture, sale, repair, lease or use of the Aircraft, the Work, or any item thereof or related products and services in connection with the Contract, are excluded.
- 7.3.10** Subject to Article 7.3.11, Contractor may not discontinue the general supply to its customers of goods and services of the type constituting the Works (or any part thereof) during the term of any Contract including any warranty period or support service period.
- 7.3.11** Contractor may provide notice of not less than twenty-four months of the discontinuance of the supply of parts or components in the Works and during said notice period Contractor shall, at Buyer's sole discretion, either:
- provide a form, fit and function replacement at no additional cost to Buyer;
 - procure such reasonable last time quantity as directed by Buyer for such parts or components. Unless otherwise agreed between the Parties, Contractor shall procure and store such parts or components at no additional charge to Buyer.
- 7.3.12** The warranty stipulated in this Article 7.3 is the exclusive warranty applicable to the Works.

Article 8 –Customer Support

- 8.1** Contractor shall make available to Buyer sufficient qualified personnel to provide technical assistance to correct any defects in Contractor Work related to the Aircraft. Such support shall be provided at no charge prior to Delivery and provided in accordance with Article 7.4 (Warranty) following Delivery.
- 8.2** Contractor shall provide reasonable support services, labour and all support packages related to the Contractor Work for as long as the Aircraft is in service with the Buyer. The foregoing support services shall be provided in accordance with the terms of Article 7.4 during the Defect Liability Period for the Work and be subject to reasonable commercial terms following the Defect Liability Period.



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Article 9 - Excusable Delay

9.1 If Contractor is prevented or delayed, directly or indirectly, from performing any of its obligations under the Contract by an Excusable Delay as defined herein, Contractor shall not be liable for, and shall not be in default under the Contract on account of, such delay or non-performance, and the time fixed or required for the performance of any obligation in the Contract shall be extended for a period equal to the period during which any such event or the effects thereof shall persist. Excusable Delay means an event or circumstance which is beyond the reasonable control of Contractor, its subcontractors and Contractors, and could not be remedied or avoided by commercially reasonable steps, and includes, without limitation, the following:

- a) force majeure or acts of God;
- b) war, warlike operations, act of the enemy, armed aggression, civil commotion, insurrection, terrorism, riot or embargo;
- c) fire, explosion, earthquake, lightning, flood, drought, windstorm or other action of the elements, or weather conditions or other catastrophic or serious accidents;
- d) epidemic or quarantine restrictions;
- e) any legislation, act, order, directive or regulation of any governmental or other duly constituted authority;
- f) strikes, lock-out, walk-out, and/or other labour troubles causing cessation, slow-down or interruption of work, subject to the Contractor using all reasonable endeavors to alleviate / mitigate any such instance for Contractor's employee's
- g) delay or failure of Buyer to provide any of the Buyer-Furnished Equipment in accordance with the delivery dates of the Buyer-Furnished Equipment as set out in Annex B, or to perform any other obligation hereunder upon which the Work is dependent, or provide the required export approval for the specific Buyer-Furnished Equipment;
- h) delay caused by a warranty defect in the Aircraft or defect or component failure in any item of Buyer-Furnished Equipment;
- i) delay in obtaining any airworthiness approval or certificate, or any equivalent approval or certification, by reason of any law or governmental order, directive or regulation or any change thereto, or interpretation thereof, by a governmental agency, the effective date of which is subsequent to the date of the Contract, or by reason of any change or addition made by Contractor as a result of a request of or requirement made by a governmental agency to the compliance program of Contractor or of its affiliate, or any part thereof, as same may have been approved by Transport Canada, or change to the interpretation thereof to obtain any such airworthiness approval or certificate or such equivalent; for the avoidance of doubt the Buyer retains to hold payment associated with any milestones relating to regulatory approvals (provided always that Contractor has taken all reasonable steps to apply for such in an accurate and timely manner).
- j) delays in obtaining any form of export approval for a specific component required to complete the Work or any general export related restrictions and/or sanctions that impact the program; for the avoidance of doubt the Buyer retains to hold payment associated with any milestones relating to any export approvals relating to the Buyer specifically (provided always that Contractor has taken all reasonable steps to apply for such in an accurate and timely manner).



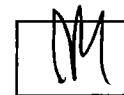
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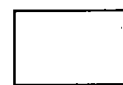


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Notwithstanding anything contained herein, it is recognized that an Excusable Delay may have an effect on the overall delivery schedule which is greater than the length of the event of Excusable Delay. Contractor shall take all reasonable actions to mitigate the length of any Excusable Delay, where possible.

- 9.2** If, due to Excusable Delay, delivery of the Work for a specific Aircraft is delayed for more than twelve (12) months after the last day of the original scheduled Delivery Date for the Work for such Aircraft or any revised date agreed to by the parties, either party may within seven (7) days of such day or date notify the other party of their intent to terminate the Contract with respect to the Work for such Aircraft by giving notice to the other party. Termination shall be subject to the agreement of the other party, which shall not be unreasonably withheld.
- 9.3** With the exception of Article 9.4 below, termination under Article 9.2 shall discharge all obligations and liabilities of Buyer and Contractor hereunder with respect to such delayed Work with respect to a specific Aircraft. Contractor shall promptly repay to Buyer all advance payments less amounts due for Work performed and the reasonable and substantiated cost and expenses of material and components (including in-process material and components) procured in the scope of the Work, and of those portions of the Work with respect to a specific Aircraft as well as any partially completed Works (including in-process material and components) in Contractor's possession that have been completed and will be transferred to Buyer, subject to the Buyer's agreement as outlined in 9.2. If the collective payments made to the Contractor by Buyer are less than the value of the completed and partially completed Works in Contractor's possession that are to be transferred to the Buyer, then the Buyer shall pay Contractor for the outstanding value owing to Contractor for the reasonable and substantiated cost and expenses of material and components (including in-process material and components) procured in the scope of the Work, and of those portions of the Work with respect to a specific Aircraft as well as the partially completed Works in Contractor's possession. If the collective payments made to the Contractor by Buyer are more than the value of the completed and partially completed Works in Contractor's possession that are to be transferred to the Buyer, then the Contractor shall pay Buyer for the excess value to be repaid to the Buyer after subtraction of the reasonable and substantiated cost and expenses of material and components (including in-process material and components) procured in the scope of the Work, and of those portions of the Work with respect to a specific Aircraft as well as the and partially completed Works in Contractor's possession. Contractor will also allow the Buyer to take possession all BFI/BFE in Contractor's possession.
- 9.4** In the event that the termination under article 9.2 is caused by an Excusable Delay as defined in either paragraphs (g) or (j) of Article 9.1, then the applicable termination rights shall be those set out in Article 10.3 below.
- 9.5** The termination rights set forth in Article 9.2 are exclusive of and in substitution for any and all other rights and remedies provided by law, contract or otherwise, in connection with Excusable Delays.


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Article 10 - Termination**10.1 Termination for Insolvency or bankruptcy**

Either Party may terminate the Contract immediately by notice in writing if the other Party:

- a) ceases to carry on its business or an important part thereof, becomes insolvent, bankrupt, or proceedings are commenced against either party or by either party under the Bankruptcy Act or any similar statute or law; or
- b) ceases to exist, an order is issued or a resolution is adopted for its winding-up or liquidation,
- c) The Contractor or its receiver shall allow Buyer access to the Contractor's facilities to enable Buyer to take control and possession of its property and Aircraft.

10.2 Termination for Default /Breach

Either party shall be considered to be in default hereunder upon the occurrence, without notice or other formalities, of any of the following events ("Event of Default"):

10.2.1 Either party fails to perform any material obligation contained in the present Contract or amendments (if any) or any other documents referred herein as constituting an integral part of the Contract, and such default is not remedied within thirty (30) days (where capable of remedy) following the delivery of written notice by the other party; or

10.2.2 Either party declares itself unable or refuses to meet and/or perform its obligation(s) contained in the Contract.

10.3 Termination for Convenience

Buyer is entitled at its sole discretion and with thirty (30) days notice to cancel the Contract in whole or in part by written notice to Contractor at any time prior to Delivery, including but not limited to : (i) when Contractor Purchases, acquires or otherwise has any interest in a Direct Competitor of Buyer; or (ii) if Contractor is purchased by or has any interest in it bought, acquired or otherwise transferred to a Direct Competitor of Buyer (as defined by Change of Control); iii) The Buyer is not granted a contract by its customer or the Buyer customer contract is terminated.

Buyer's sole Liability will be to pay to Contractor fair and reasonable compensation for work-in-progress (with a reasonable level of profit not to exceed 12%) at the time of cancellation but such compensation will not include any indirect or consequential loss.

Contractor is entitled to cancel any Contract in whole or in part by written notice to Buyer at any time prior to Delivery if Buyer is purchased by or has any interest in it bought, acquired or otherwise transferred to a Direct Competitor of Contractor (as defined by Change of Control). In this case the consequences of termination shall be as per Article 9.3.


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10.4 Consequences of Termination for default, breach of Contract, insolvency or bankruptcy

10.4.1 Termination by Contractor. Upon termination of this Contract and subject always to each party using all reasonable endeavors to mitigate its losses, if termination resulted from a default, breach or insolvency or bankruptcy of Buyer, Contractor may at its option and without prejudice to any of the rights or remedies and to any rights of action claim payment (C) within thirty (30) days of the date of invoice of the full balance owing to the Contractor for:

- i. (D) Work delivered and ordered and/or in relation to which title has passed;
- ii. (W) Completed Work, and
- iii. (IP) In-process material and components relating to the Work,

From which Buyer shall subtract:

- iv. (P) Any payments already made by Buyer under the Contract.

As illustrated by the below equation:

$$C = D + W + IP - P$$

For the avoidance of doubt if this calculation results in a negative value for (C) then this value shall be paid by Contractor to Buyer

10.4.2 Termination by Buyer. Upon termination of this Contract and subject always to each party using all reasonable endeavors to mitigate its losses, if termination resulted from a default, breach or insolvency or bankruptcy of Contractor, Buyer may at its option and without prejudice to any of the rights or remedies and to any rights of action claim payment (C) within thirty (30) days of the date of invoice to the value:

- i. (P) Any payments already made by Buyer under the Contract, and
- ii. (E) Any documented costs and expenses reasonably incurred by Buyer to complete the procurement of the Work

From which Contractor shall subtract:

- iii. (D) The value of Work delivered and ordered and/or in relation to which title has passed, and
- iv. (W) The value of Completed Work, and

The Buyer may also at its sole election choose to subtract:

- v. (IP) The value of in-process material and components relating to the Work.

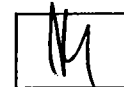
As illustrated by the below equation:

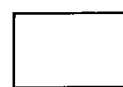
$$C = P + E - (D + W + IP)$$

For the avoidance of doubt if this calculation results in a negative value for (C) then this value shall be paid by Buyer to Contractor.

10.5 Termination Survival Clause

Notwithstanding any termination of the Contract, the following obligations with respect to Articles 7 ("Quality and Warranty"), 12 ("Disputes and Governing Law"), 14 ("Buyers Property, BFE and


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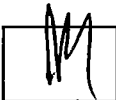
Care of BFE"), 15 ("Liability and Indemnification"), 17 ("Export Regulation and Compliance"), 21 ("Confidentiality"), 22 ("Intellectual Property"), 25 ("Bribery Act and Corruption") and 26 ("Anti-Slavery"), or any other clauses which by their nature should survive termination, shall survive any such termination with respect to the portion of the Works already performed prior to termination.

10.6 General Termination Clause

In the event the Contract is terminated for whatever reason, Contractor shall return to Buyer all Buyer-Furnished Equipment, Buyer-Furnished Information, applicable Buyer supplied Tooling including the Aircraft and all other Buyer property that may be in Contractor's possession in connection with the Contract, and deliver to Buyer at Buyers' sole discretion and election all in-process material and components relating to the terminated portion of the Contract to the extent possible, as well as any completed portion of the Work.

Article 11 - Claims for Patent Infringement

- 11.1** Subject to the provisions hereinafter set out in this Article, Buyer agrees to indemnify, protect, defend, and save harmless Contractor against any liability, losses, damages or expenses resulting from any infringement or alleged infringement of any patent or other intellectual property rights with respect to the Buyer-Furnished Equipment and/or Buyer-Furnished Information, provided that Buyer is given reasonable written notice of any such claim and reasonable assistance by Contractor and provided that Buyer, if Buyer so requests, is given the sole authority, at any time or from time to time, to conduct negotiations, in its own name, or in the name of Contractor and/or Buyer, and to enter into a settlement or settlements with the party or parties involved in the infringement or alleged infringement and to intervene in any suit or claim. Should Buyer intervene in any such suit or claim, it shall be entitled at any stage of negotiations or proceedings to assume, conduct or control the defence thereof. If Buyer assumes such defence and if Contractor, in its interest, elects to participate therein, it shall do so at its sole cost and expense.
- 11.2** Subject to the provisions hereinafter set out in this Article, Contractor warrants that the Works and any Developments will not infringe a third party's Intellectual Property Rights. Therefore, Contractor agrees to indemnify, protect, defend, and save harmless Buyer against any liability, losses, damages or expenses (except for any lack or loss of use of any Aircraft) resulting from any infringement or alleged infringement of any Canadian, UK or United States or other patent or other Intellectual Property Rights by Contractor and any of its Subcontractors with respect to the Contractor Work, provided that Contractor is given reasonable written notice of any such claim and reasonable assistance by Buyer and provided that Contractor, if Contractor so requests, is given the sole authority, at any time or from time to time, to conduct negotiations, in its own name, or in the name of Buyer and/or Contractor, and to enter into a settlement or settlements with the party or parties involved in the infringement or alleged infringement and to intervene in any suit or claim. Should Contractor intervene in any such suit or claim, it shall be entitled at any stage of negotiations or proceedings to assume, conduct or control the defence thereof. If Contractor assumes such defence and if Buyer, in its interest, elects to participate therein, it shall do so at its sole cost and expense.



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- 11.3** If the Buyer-Furnished Equipment becomes the subject of any claim, suit or proceeding for infringement of any patent or if the use, lease or sale of the Buyer-Furnished Equipment and/or Buyer-Furnished Information, is enjoined, Buyer shall within 5 business days of itself being notified of the same, notify Contractor of any Works and/or Intellectual Property Right or part thereof, shall infringe or breach any law and Buyer shall at its option, and at Buyer's expense, provide one of the following solutions to Contractor:
1. procure for Contractor the right under such patent to use the Buyer-Furnished Equipment and/or Buyer-Furnished Information; and/or Intellectual Property Rights or
 2. replace the Buyer-Furnished Equipment and/or Buyer-Furnished Information with one which shall perform in a manner identical in all material respects to such Buyer-Furnished Equipment and/or Buyer-Furnished Information as it was prior to such replacement; or
 3. modify the Buyer-Furnished Equipment to make same non-infringing.
- 11.4** If any of the Work becomes the subject of any claim, suit or proceeding for infringement of any patent or if the use, lease or sale of the Work is enjoined, Contractor shall immediately notify Buyer if any Works and/or Intellectual Property Right or part thereof, shall infringe or breach any law and Contractor shall at its option, and at Contractor's expense, provide one of the following solutions to Buyer:
1. procure for Buyer the right under such patent to use the Works and/or Intellectual Property Rights; or
 2. replace the Contractor's Work with one which shall perform in a manner identical in all material respects to such Works and/or Intellectual Property Right as it was prior to such replacement.; or
 3. modify the Contractor's Work to make same non-infringing.
- 11.5** Each of Buyer and Contractor shall endeavour to cause any respective subcontractor to comply with the provisions of this Article 11.
- 11.6** The indemnity, obligations and liabilities of each of Buyer or Contractor (as applicable, the "First Party") and the remedies of the other party set out in this Article are exclusive and accepted by the other party to be in lieu of and in substitution for, and the other party hereby waives, releases and renounces, all other indemnities, obligations and liabilities of the First Party and of its affiliates and all other rights, remedies and claims, including claims for damages, direct, indirect, incidental, consequential, or punitive of the other party against the First Party and its affiliates, express or implied, arising by law or otherwise, with respect to any actual or alleged patent infringement by the Aircraft, the Buyer-Furnished Equipment or the Works.

Article 12 - Disputes and Governing Law

- 12.1** The formation, existence, construction, performance and validity of the Contract 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 State of New York. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.


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- 12.2 Contractor and Buyer hereby agree to irrevocably submit any action, suit or proceeding arising out of, or connected with, the Contract to the appropriate courts of the State of New York, which shall have the exclusive jurisdiction to adjudicate any such action, suit or proceeding.
- 12.3 The intent of the Parties is to identify and resolve any Dispute promptly. Each Party agrees to notify the other Party of any Dispute in reasonable detail in writing as soon as possible after it arises, referring expressly to this Article 12 and to seek to resolve the Dispute as quickly as possible. Contractor will continue to perform its obligations under the Contract despite any Dispute.
- 12.4 If a Dispute is not resolved within thirty (30) days of notification by one Party to the other under this Article 12, the Dispute shall be referred to and finally resolved by arbitration in London conducted in the English language by three arbitrators pursuant to the ICC London Court of International Arbitration ("LCIA") Rules, which are deemed to be incorporated by reference into this clause 4.2, except that unless the Parties agree otherwise, each Party shall nominate an arbitrator, and the third arbitrator, who shall act as chair of the tribunal, shall be chosen by the two arbitrators appointed on behalf of the Parties. If the chair is not chosen and nominated to the LCIA Court for appointment within 30 days of the date of appointment by the LCIA Court of the later of the two Party-nominated arbitrators to be confirmed, the chair shall be appointed by the LCIA Court.

Article 13 - Assignment and Subcontracting

- 13.1 Neither party may assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract to a third party without the prior written consent of the other party with such consent not to be unreasonably withheld.
- 13.2 Nothing in Article 13.1, however, prevents Contractor from (a) acquiring from third parties' components not generally manufactured by Contractor, (b) subcontracting work Contractor customarily subcontracts, or (c) having part of the Work carried out at, or by any of Contractor's divisions and facilities in Canada. The use of subcontracting shall not alleviate Contractor from any obligations in the Contract Contractor remains liable for the activities and omissions of its sub-Contractors.
- 13.3 Contractor will not use any alternative part or component of any Works, once those Works have been qualified for use by Buyer or Buyer's customer, without the prior written consent of Buyer.

Article 14 – Buyers Property, Buyer-Furnished Equipment/Information (BFE/BFI) and Care of BFE

- 14.1 Buyer's Property (as outlined in Annex D and Annex I hereto) furnished to Contractor shall remain the exclusive property of Buyer but risk in it passes to Contractor. Contractor will maintain and keep Buyer's Property in good condition (subject to fair wear and tear) at all times when in Contractor's possession or control and will promptly return it to Buyer in good condition (subject to fair wear and tear) when Buyer requests this.


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- 14.2** Buyer shall provide Aircraft in line with the program time scales. Buyer shall provide sufficient mission system equipment (LRU's) and associated technical data and ICD's. The attached Export Responsibility Matrix has been added at Annex I hereto in order to clarify the specific BFE/BFI which is required from Buyer under this Contract. Annex D defines the Buyer Furnished Equipment / Buyer Furnished Information required for the delivery of Works under this Contract.
- 14.3** Buyer will be responsible for all shipping, duty and customs charges related to BFE and BFI. Any delays in receipt of BFE/BFI may impact Contractor's ability to perform the required engineering and/or complete the required modifications on schedule, and therefore will be considered an Excusable Delay. As a general statement, Contractor will require the BFI (i.e., applicable ICD's and technical data for the BFE) as early as contract award as Contractor's ability to start designs for the new systems is dependent on receipt of this data. If Buyer is not able to secure specific required BFI during this timeframe, then Buyer shall confirm when such BFI can be provided and Contractor will confirm what impact it may have regarding the proposed schedule while also prioritizing the specific BFI requirements for critical path systems designs (i.e. validating the sensors to go into the existing radome volumes).
- 14.4** All Buyer-Furnished Equipment to be used by Contractor in connection with the Contract shall be (a) delivered to the Contractor's Facility at no cost to Contractor, and (b) identified with respect to ownership and value for insurance purposes. Contractor agrees not to sell, assign, loan, lease, mortgage, borrow against, pledge, or otherwise create a legal or equitable interest in the Buyer-Furnished Equipment (unless such legal or equitable interest is created as a result of Buyer's failure to make payment in accordance with the Contract) and to keep the equipment insured in accordance with the requirements of Article 16 and specifically the Contractor's hangar keeps liability coverage in the event that the Contractor's facility, the Contractor, including its employee's or contractors, causes damage or loss to any BFE or the Aircraft ("Insurance"). Schedule II hereto sets forth herein provides a template acceptance certificate which is to be issued by the Contractor upon receipt of the applicable BFE/BFI from Buyer.
- 14.5** Buyer-Furnished Equipment shall only be used as intended for the Contract, and Buyer or any Buyer-Furnished Equipment titleholder shall have free access to Contractor's premises during Normal Working Hours for the purpose of inspecting Buyer Furnished Equipment to ensure that it is stored in a secure and segregated area and used in accordance with the applicable instructions furnished by Buyer or equipment titleholder for said equipment. The Contractor shall take immediate remedial action if such inspection should uncover that any Buyer-Furnished Equipment is not used or stored properly.
- 14.6** Contractor shall maintain complete and accurate records for all Buyer-Furnished Equipment. Such records shall be accessible to Buyer or any Buyer-Furnished Equipment titleholder during Normal Working Hours for verification and audit.
- 14.7** All Buyer-Furnished Equipment shall be appropriately identified and marked prior to delivery to Contractor and Contractor shall not remove or alter any markings to the detriment of equipment traceability.




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- 14.8** If any Buyer-Furnished Equipment should require corrective maintenance and/or repair in order for equipment to be used by Contractor as intended under the Contract, then Contractor shall immediately notify Buyer who shall either replace the affected equipment with a serviceable unit, or request the Contractor to carry out the necessary rectification. Contractor shall be compensated for rectification work at the rates outlined in Schedule V.
- 14.9** Contractor shall place the engines from each aircraft into preservation status and storage at their facility, in accordance with the OEM manuals, as supplied by the Buyer.
- 14.10** Contractor shall acknowledge to Buyer receipt of Buyer-Furnished Equipment in accordance with the Buyer-Furnished Equipment Receipt in the form provided as Schedule II hereto. Such acknowledgement shall list the quantity, part number, and description.
- 14.11** The Contractor shall ensure that the BFE and BFI items are held in appropriate stores, which shall meet governmental and regulatory requirements as identified by Buyer, for example storage of International Traffic in Arms Regulations (ITAR) classified parts or aircraft spares in accordance with the Contractor's Canadian Controlled Goods Program (CGP) guidelines.
- 14.12** Buyer's Property provided to Contractor remains the exclusive property of the Buyer. The Buyer may demand possession of such Buyer's Property at any time without notice, but if this affects Contractor's cost of performing the Contract on which the Buyer's Property is or was to be used, or affects Contractor's ability to meet any delivery dates under such Contract, then Contractor is entitled to a price adjustment or Delivery schedule adjustment or both in accordance with Article 5.
- 14.13** Contractor shall maintain and keep Buyer's Property in good repair, condition and calibration and will compensate Contractor at its normal hourly rates for all calibration, maintenance or repair services to Buyer's Property (excluding Tools, Tooling and NRE Items and any normal preventative maintenance services or services to correct defects caused by Contractor's act or omissions), provided that Buyer approves such services and rates in advance and in writing.
- 14.14** Contractor shall keep Buyer's Property, Tools and Tooling separate and apart from its own property and that of other persons and shall clearly mark them as being Buyer's property.
- 14.15** Contractor warrants that Buyer's Property, Tools, Tooling and NRE Items shall not be used by Contractor for any purpose other than for the supply of the Works to Buyer.
- 14.16** Contractor will compile and submit reports on the status of Buyer's Property, Tools, Tooling and NRE Items as reasonably requested by Buyer including details on any repairs and maintenance necessary to maintain supply of the Works to specification.
- 14.17** Other than normal wear and tear, Contractor shall be liable to Buyer for any loss of or damage to Buyer's Property, Tools, Tooling and BFE Items during the time it is in Contractor's possession, custody or control. During such time Contractor shall insure Buyer's Property, Tools and Tooling at full replacement value in the name of and for the benefit of Buyer at Contractor's expense with a reputable insurance provider.
- 14.18** Other than normal wear and tear, Contractor shall promptly pay Buyer on demand the full


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replacement value of any of Buyer's Property, Tools and Tooling BFE Items which is not provided to Buyer in a condition where any item that damaged beyond repair or has not been satisfactorily accounted for. The Parties will agree to a BFE delivery schedule that will limit the length of time that Buyer's Property, Tools and Tooling BFE Items are held at Contractor's facility in accordance with the program schedule. Once the BFE items have been received by the Contractor, the Contractor shall complete an incoming inspection to ensure that the individual BFE item is not visibly damaged. If a BFE item is identified to have some form of visible damage, the Contractor shall notify the Buyer within seven (7) business days from receipt of that specific BFE item. Furthermore, if a BFE item does not show signs of visible damage but it is in a condition where electrical items cannot be switched on, when plugged in or under suitable battery power when it is time to be installed or tested, the Contractor shall notify the Buyer and the parties will coordinate to facilitate the BFE items being returned to the vendor or original equipment manufacturer for assessment under Buyer's warranty for such BFE item, as applicable.

Article 15 - Indemnification and Limitation of Liability

15.1 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Buyer Group from and against any and all direct losses, liabilities, claims, damages, costs and expenses arising out of or caused by the gross negligence or willful misconduct or caused by or in any way connected with any gross act or gross omission of the Contractor and/or Contractor Group in its provision of the Work. To the extent that a loss results from the gross negligence or willful misconduct of Buyer Group then the foregoing indemnity shall not apply.

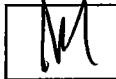
The Contractor shall indemnify, keep indemnified and hold harmless Buyer from and against any claims by third parties which are caused by or arise out of or in connection with:

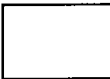
- any act or omission of Buyer carried out pursuant to instructions or specifications of Contractor; or
- any breach by Contractor of any terms of the Contract (whether arising in contract, tort and strict liability or otherwise).

15.2 The Buyer shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against any and all direct losses, liabilities, claims, damages, costs and expenses arising out of or caused by the gross negligence or willful misconduct caused by or in any way connected with any gross act or gross omission of the of Buyer and/or Buyer Group. To the extent that a loss results from the gross negligence or willful misconduct of Contractor Group then the foregoing indemnity shall not apply.

Buyer shall indemnify, keep indemnified and hold harmless Contractor from and against any claims by third parties which are caused by or arise out of or in connection with:

- any act or omission of Contractor carried out pursuant to instructions or specifications of Buyer; or
- any breach by Buyer of any terms of the Contract (whether arising in contract, tort and strict liability or otherwise).


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- 15.3** Neither Party shall have any Liability to the other under or in connection with the Contract in respect of:
- losses not directly related to this Contract including (but not limited to) loss of profits, loss of business, loss of revenue, loss of contracts, loss of goodwill, loss of anticipated earnings or savings; or
 - loss of use or value or damage of any data or equipment (including software), wasted management, operation or other time; or
 - any special, indirect, punitive, incidental or consequential loss of any kind.
- 15.4** To the extent that this Contract covers Work performed to Buyer's specifications, and other Buyer furnished information under this Contract, the Buyer acknowledges that Contractor is not liable for any defect in any BFE / BFI items and Buyer further agrees to indemnify and hold Contractor Group harmless from and against all losses arising from any occurrence caused by such BFE / BFI items.
- 15.5** To the fullest extent permissible by law, Buyer's aggregate Liability under the Contract is limited to 100% of the Total Base Price under this Contract assuming that Buyer has exercised the Aircraft 2 Option). This Limit relates to losses under this Contract excluding those covered by Buyer's insurance policies.
- 15.6** To the fullest extent permissible by law, Contractor's aggregate Liability under the Contract is limited to 100% of the Total Base Price under this Contract (assuming that Buyer has exercised the Aircraft 2 Option). This Limit relates to losses under this Contract excluding those covered by Contractor's insurance policies.

Article 16 - Insurance

- 16.1** The Buyer agrees to maintain or will cause to be maintained, in full force and effect, the following insurance coverages:
- a) All Risk Hull Insurance [including but not limited to necessary tests, maintenance and delivery flights] covering Buyer's Aircraft while the Aircraft is in Contractor's custody. Hull Insurance shall include endorsements which:
 - provide that the insurer shall waive its subrogation rights against Contractor, to the extent of the liability assumed by Buyer in this Contract.
 - b) Commercial General Liability Insurance with limits of no less than One Hundred Million United States Dollars (\$ 100,000,000 USD) combined single limit per occurrence. Such insurance shall include personal injury and coverage for contractual liability assumed by Buyer in this Contract.
 - c) Commercial General Liability shall include endorsements which:
 - Contractor is named as an additional insured on such insurance to the extent of the contractual liability assumed by Buyer in this Contract;
 - said insurance is primary with respect to the matters within such coverage, irrespective of any insurance carried by Contractor;


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- provide that, as regards the interests of Contractor, this insurance shall not be invalidated by any breach of warranty by the Buyer; and
- provide a severability of interest/cross liability endorsement.

16.2 Contractor agrees to maintain or will cause to be maintained, in full force and effect, the following insurance coverages:

- a) Workers' Compensation Insurance subject to the laws of the location wherein this Contract is being performed.
- b) Comprehensive Aviation Liability Insurance with a limit of not less than One Hundred and Fifty Million Canadian Dollars (\$ 150,000,000 CDN) Combined Single Limit per occurrence and in the annual aggregate with respect to Products Liability, subject to the following sub-limitations: (i) Premises Liability Insurance shall be limited to a maximum of Twenty Five Million Canadian Dollars (\$ 25,000,000 CDN); and (ii) Hangar keeper's Liability Insurance shall be limited to a maximum of Twenty Five Million Canadian Dollars (\$ 25,000,000 CDN) each aircraft/each occurrence subject to policy deductible. Such insurance shall include Personal Injury and Contractual Liability, with the Products Liability insurance being carried for at least two (2) years from the expiry date of the Contract. Buyer shall be a named party on these policies which shall provide that the insurer shall waive its subrogation rights against Buyer, apart from any claims arising from Buyer's gross negligence or willful misconduct; and provide that, as regards the interests of Buyer, this insurance shall not be invalidated by any breach of warranty.

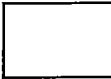
16.4 Prior to the commencement of this Contract, both parties shall promptly submit Certificates of Insurance to each other evidencing compliance with the insurance coverage required by this Contract. All the insurance coverage set out in this Article 16 shall be written through a company or companies satisfactory to both parties, and the Certificates of Insurance shall provide that, except in respect of any provision for cancellation or automatic termination specified in the policy(ies) or any endorsement thereof, the coverage afforded by this insurance may only be cancelled or materially altered in a manner adverse to the other party by the giving of not less than thirty (30) days (seven (7) days or such lesser period as may be available in respect of war and allied perils) notice in writing. Notice shall be deemed to commence from the date such notice is given by the insurers. Such notice will not, however, be given at normal expiry date of the policy(ies) or any endorsement.

Article 17 - Export Regulations and Compliance

17.1 Both Parties represent and warrants that they shall comply with all applicable Export/Import Laws.

17.2 The Contractor shall be responsible for obtaining all necessary export approvals, including all the required third-party licenses and permits, to enable the export of the modified aircraft to the United Kingdom, with the assumption that Buyer has provided all required export documentation for the BFE and BFI items shipped to the Contractor in Canada and for ultimate export to the UK. The Buyer will obtain export licences to export the aircraft to their customers. The Contractor shall provide to Buyer a complete list of all controlled or dual use parts or components that the


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Contractor will acquire and incorporate in the Aircraft in performing the Contractor's Work, as per the requirements of any governmental agency having authority over such parts or components including, without limitation, the U.S. Department of Commerce, U.S. Department of State/DDTC, U.S. Department of Defense, and the Global Affairs Canada (GAC). To this end, Contractor shall complete and update the list with respect to any items that are identified as being controlled goods in accordance with ITAR and ECCN. Furthermore, the Buyer will be required to provide End User certificates for specific products to be procured under this program in order to meet the required export regulations and secure export approvals for export to the United Kingdom.

The Contractor shall promptly notify Buyer in writing of any export, re-export, import or sanctions laws and regulations that may apply to the Works supplied under the Order for which the Contractor is contracted to supply (i.e. excluding BFE/BFI) and shall include those laws and regulations administered and enforced by the applicable governments or supranational union and their relevant departments and agencies related to the parts or equipment for which the Contractor is contracted to supply:

- 1.1.1 Canada;
- 1.1.2 the U.S.;
- 1.1.3 the EU and its Member States;
- 1.1.4 the UK; and
- 1.1.5 any country from which Contractor exports, (collectively "**Export/Import Laws**").

Therefore, Contractor shall obtain, in a timely manner, subject to governmental delays beyond the control of Contractor and at its own expense, any export or import authorisations, consents or permits applicable to the Works supplied under the Order by either party, to avoid delay in Delivery, and where it fails to do so this will not amount to an Excusable Delay. In particular; the Contractor shall (i) obtain all required authorisations, consents or permits from the Canadian U.S. Governments from Works that it is obliged to source and provide under this Contract and (ii) provide written notice to Buyer, prior to transferring or releasing Technical Data or Technology (as such terms are defined in Canadian export legislation or applicable ITAR 22 C.F.R. §120.10 and 15 C.F.R. § 772, respectively) related to the Contract to any Foreign Person (as such term is used or defined in 22 C.F.R. §120.16 and 15 C.F.R. §772). Contractor agrees to bear sole responsibility for all record keeping requirements associated with the use of any authorisations, consents or permits or its reliance on any exceptions or exemptions from the requirement to obtain any authorisations, consents or permits for the Works, systems and parts that it is required to source under this Contract.

- 17.3** Buyer will provide Contractor with an updated control list classification (as detailed in Annex I) relevant to the Goods ordered by Buyer and provided to Contractor as BFE/BFI within 14 calendar days from its receipt of Buyer's Order. The content of Annex I will be periodically reviewed and updated by the Parties throughout the term of this Contract. The Contractor will provide Buyer with the control list classification relevant to the Goods ordered by Contractor by the earlier of (i) 14 calendar days from its receipt of Buyer's Order and (ii) prior to Delivery.


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Buyer will be responsible for identifying and securing the appropriate export approvals, including DSP-5, UK export licence or any other applicable authorisations, for all BFE and BFI items shipped to the Contractor in Canada and for ultimate export to the UK, while naming the Contractor as a covered party under those applicable export licenses.

Therefore, Buyer shall (i) obtain all required authorisations, consents or permits from the U.S. Government or other applicable governments for Works that it is obliged to source and provide under this Contract and (ii) provide written notice to Contractor, prior to transferring or releasing Technical Data or Technology (as such terms are defined in applicable ITAR 22 C.F.R. §120.10 and 15 C.F.R. § 772, respectively or other) related to the Contract to any Foreign Person (as such term is used or defined in 22 C.F.R. §120.16 and 15 C.F.R. §772). Buyer agrees to bear sole responsibility for all record keeping requirements associated with the use of any authorisations, consents or permits or its reliance on any exceptions or exemptions from the requirement to obtain any authorisations, consents or permits for the Works, systems and parts that Buyer is required to source under this Contract.

- 17.4** The attached BFE/BFI Export Responsibility Matrix has been added as Appendix I hereto in order to clarify the responsibilities of both Buyer and the Contractor for the sourcing of requirements components, materials and system under this Contract.
- 17.5** While the Buyer will secure any end user undertakings required in support of governmental or third-party licenses, Co-operation between the parties will be needed to overcome any temporary export issues.
- 17.6** Subject to an event of excusable delay as set forth in Article 9, either Party may deem the other Party's failure to comply with the requirements of Article 17 as a material breach of Contract which is not capable of remedy and which is subject to the termination provisions of Article 10.

Article 18 – Program Management


18.1 Program Management Plan

In order to support the execution of the Statement of Work set forth in Annex A hereto, the Contractor shall produce a mutually agreed Program Management Plan within the first two (2) weeks of the Project once the Contract is executed.

18.2 Program Meetings, Communications and Reporting:

Buyer and Contractor shall attend and participate in design review meetings and progress review meetings. These design review meetings and progress review meetings shall cover all aspects of the Works to be performed within the scope of the Contract as well as the Buyer-Furnished Equipment. To this the following meetings are required, which will typically be held by Microsoft Teams or similar tool or shall be held as required at Contractor's facilities in Canada. The exact timings and formats subject to mutual agreement between the parties and a list of the applicable meetings and reporting requirements are as follows:

- Weekly drumbeat
 - Status report


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- Action tracker
- Risks Tracker
- Issues Tracker
- Decisions Made
- Emerging Changes
- Monthly Change Board (or ex committee as required)
 - Track emerging changes
 - Submit new changes for approval, rejection or hold
 - Assure impact of changes to plan
- Monthly Programme Review Board
 - Programme Status
 - Working Relationship
 - Technical
 - Resources
 - Supply Chain
 - Quality
 - Development Cost (Non-Recurring)
 - Production Cost (Recurring)
 - Schedule
 - Impacts to capability (deviations from baseline)
 - Safety
 - Risks /Opportunities / Issues
 - Cost Overview
 - KPI review
 - Schedule Adherence
- Quarterly Leadership Governance Review
 - Update on strategic context
 - Innovation
 - Issue resolution/escalation items

18.3 Contractor shall appoint a project coordinator (the "Program Manager") who shall be responsible for monitoring the progress of the Contractor's Work. The Program Manager shall be responsible for ensuring and facilitating the proper management and supervision of the Work subject to the following:

- a) Contractor shall provide to Buyer the name and contact information of the Program Manager prior to commencement of any Work;
- b) The Program Manager shall have all the authority to act on behalf of Contractor as is necessary to ensure the timely completion of the Work; and
- c) The Program Manager shall be responsible for ensuring the timely completion of the Work.

18.4 In addition to the monthly progress reports, Contractor shall notify Buyer in writing, upon the Program Manager having actual knowledge of any event, alone or in aggregate, that could reasonably be expected to result in a delay of the delivery of the Work as stipulated in Article 4.3.


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Such notice shall state the cause of such anticipated delay in reasonable detail and Contractor's estimate of the length of the delay.

Article 19 - Notices

19.1 Any communication to be given under the Contract shall be given in writing, and shall be sent to the relevant Party's designated Commercial representative at its registered address or principal place of business or to the email address as set forth below. If to the Contractor, to:

Field Aviation Company Inc. d.b.a "Field Aerospace"
2450 Derry Road East
Hangar No. 2
Mississauga, Ontario L5S 1B2, Canada
Attention: David MacNeil, Vice President, Contracts
Phone: +1(905) 676-1540, Ext.333
Email: dmacneil@fieldaero.com

and, if to Buyer, to:


FR AVIATION LIMITED, trading as Draken Europe
Bournemouth International Airport,
Christchurch, Dorset,
BH23 6NE United Kingdom
Attention: Richard Taylor
Phone: +44 7719 102357
Email: richard.taylor1@draken.aero

19.2 Such notices shall be delivered or sent:

- 19.2.1** by email, except that if an automatic electronic notification is received by the sender within 24 hours after sending the email, informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, that email will be deemed not to have been delivered or sent;
- 19.2.2** between Parties whose respective addresses for service are in the same country, by registered or recorded delivery or local equivalent postal service which provides written evidence of delivery; or
- 19.2.3** between Parties whose respective addresses for service are in different countries, by courier provided that such courier obtains a signature on behalf of the recipient.

19.3 The date of receipt of any such notice or communication shall be deemed to have been given:

- 19.3.1** if sent by email in accordance with Article 19.2.1 on the first normal business day in the country of receipt following the date of sending;
- 19.3.2** if sent in accordance with Article 19.2.2, 72 hours after the date on which the registered or recorded delivery is posted;
- 19.3.3** if sent in accordance with Article 19.2.3 when it is delivered to the appropriate address, as evidenced by signature.


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Article 20 - Plant and Facilities

20.1 Contractor's facilities shall, at all times, be maintained in good condition, and shall, at all times, comply with all applicable laws, regulations and codes in order to satisfy all applicable regulating authorities including, but not limited to, fire, police and insurance agencies.

Article 21 - Confidentiality

21.1 Information exchanged between the Parties shall be governed by the Non-Disclosure Agreement contained in Annex H.

21.2 Contractor will not make any public announcement, or permit any public announcement to be made, relating to the Contract or Works, or make any use of Buyer's name, without in each case the prior written consent of Buyer, except and to the extent only as required by law or by any governmental or regulatory authority.

21.3 Either party may announce the signing of this Contract by means of a notice to the press provided that the content and date of the notice has been agreed to by the other party.

Article 22 - Intellectual Property

22.1 For purposes of this Contract, the term intellectual property shall mean patented and unpatented inventions, maskworks, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter "Background Intellectual Property"). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Background Intellectual Property of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to or outside the performance of this Contract, including but not limited to, inventions described and claimed in applications for U.S. Letters of Patent filed prior to the date of this Contract, except as expressly provided herein or in any resulting subcontract between the parties. Such Background Intellectual Property pertaining to each party is proprietary to such party.

22.2 This Contract does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, maskworks, copyright or other intellectual property right held by Contractor or Buyer unless specifically set forth in the body of the Contract.

22.3 The rights to any invention, discovery, proprietary information, patents, copyrights, trade secrets, trademarks, maskwork, software, system, data, or report resulting from the work performed under this Contract (including Developments) (hereafter "Foreground Intellectual Property") shall be as follows:

- Buyer will own the foreground IP associated with the mission systems and mission systems design. An ICD will define the separation of IP between the Mission systems and the Platform avionics and interior provisions.

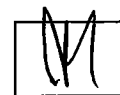

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- The Contractor will own foreground on modifications to existing STCs and IP used under this program including all external outer mold line modifications, and interior provisions to support the mission system.
- The Parties agree that all Intellectual Property Rights in Buyer Data are exclusively vested in Buyer, and the Buyer Group and that no member of Contractors Group shall gain any rights to any Buyer Data or any computer programs (or modifications relating thereto) proprietary to any member of the Buyer Group nor, except to the extent expressly licensed for use by the Contractor in the Contract, have any right to use or make any modification to any such items.
- The Parties agree that all Intellectual Property Rights in Contractor Data are exclusively vested in Contractor, and the Contractor Group and that no member of Buyer Group shall gain any rights to any Contractor Data or any computer programs (or modifications relating thereto) proprietary to any member of the Contractor Group nor, except to the extent expressly licensed for use by Buyer in the Contract, have any right to use or make any modification to any such items.
- Contractor will agree to provide Buyer with a limited license in order for Buyer to use existing Contractor background IP and to use new foreground IP generated from past Contractor existing background IP in order for Buyer to secure a UK CAA STC for the noted certification paths CP2 to CP5 as set forth in the SOW in Buyer's name, but Contractor shall retain all rights and interest in that data and the noted license shall be limited solely for use on the two (2) aircraft noted in this Contract. A separate data Licensing Agreement is agreed between the parties for future use of the Contractor's existing background IP and to use new foreground IP generated from past Contractor existing background IP for these two (2) aircraft and is set forth in Annex G hereto for reference.
- To the extent Buyer is able, without infringing any right of or becoming liable to make any payment to, any third party, and on Contractor's written request, Buyer will grant to Contractor a royalty-free, non-exclusive, non-transferable licence (with the right to sublicense only to a subcontractor approved by Buyer under clause 3.8) to use, develop and make Modifications in respect of any Intellectual Property Rights vested in a member of Buyer's Group solely to provide the Works and which are required to provide the Works exclusively under this Contract.

22.4 Contractor undertakes not to:

- copy Buyer's Intellectual Property Rights or products (other than as authorised under the Contract or where strictly necessary to provide the Goods or Services in accordance with the Contract) nor otherwise reproduce the same;
- utilise, customise, modify or create derivative works of, translate, adapt or vary Buyer's Intellectual Property Rights and products except as expressly permitted in the Contract or where strictly necessary to provide the Goods or Services in accordance with the Contract;
- disassemble, decompile or reverse engineer Buyer's Intellectual Property Rights and products, except if and to the extent permitted by applicable law;
- license or sell any Buyer's Intellectual Property Rights or products, or any part thereof, to any third party; and



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- do anything to affect the validity or any of the Intellectual Property Rights in the Developments at any time during or after termination or completion of the Contract and will render all assistance to Buyer to obtain and maintain such Intellectual Property Rights.

22.5 Buyer undertakes not to:

- copy Contractor's Intellectual Property Rights or products (other than as authorised under the Contract or where strictly necessary to provide the Goods or Services in accordance with the Contract) nor otherwise reproduce the same;
- utilise, customise, modify or create derivative works of, translate, adapt or vary Contractor's Intellectual Property Rights and products except as expressly permitted in the Contract or where strictly necessary to provide the Goods or Services in accordance with the Contract;
- disassemble, decompile or reverse engineer Contractor's Intellectual Property Rights and products, except if and to the extent permitted by applicable law;
- license or sell any Contractor's Intellectual Property Rights or products, or any part thereof, to any third party; and
- do anything to affect the validity or any of the Intellectual Property Rights in the Developments at any time during or after termination or completion of the Contract and will render all assistance to Contractor's to obtain and maintain such Intellectual Property Rights.

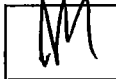
Article 23 - Offset Credit and Cooperation

23.1 All offset or counter trade credit value resulting from the Contract shall accrue solely to the benefit of Buyer. Buyer shall, to the exclusion of all others, be entitled to all domestic and foreign offset credits, or other similar benefits, which may result from the Contract (including subcontracts relating to the Works). The Contractor will not use these credits/benefits towards any other entities than Buyer. Buyer has the exclusive right to apply the value of foreign content in the Works or any deliverables to the offset program of its choice.

23.2 Contractor shall also support Buyer, in any manner reasonably requested by Buyer, and at no additional cost to Buyer or Contractor, in meeting Buyer's offset requirements in the amounts and in the countries specified by Buyer. Contractor shall furnish upon request any certificates or other documents reasonably required by Buyer in fulfilment of Buyer's offset obligations, including, any documents transferring title to the offset credits to Buyer, any documents perfecting any rights granted to Buyer in this Clause 11, and take other action as Buyer deems appropriate in order to protect Buyer's interests in offset credits.

Article 24 - No Transfer (TUPE)

The Parties do not consider that the commencement, performance, termination or expiry of the Contract or of the provision of the Works pursuant to, or contemplated by, the Contract will operate to transfer the employment of any employee or other person whether under TUPE, any TUPE Equivalent Legislation or otherwise ("**TUPE Event**").


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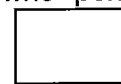
Article 25 - Bribery Act and Corruption

- 25.1** Both Parties shall at all times comply with all Anti-Bribery and Corruption Laws and shall not, and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of the applicable Party in connection with the Contract shall not, engage in any activity, practice or conduct which causes or could cause it or any member of its Group to breach of commit an offence under any Anti-Bribery and Corruption Laws.
- 25.2** Both Parties shall at all times comply, and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of the applicable Party in connection with the Contract comply, with either Parties anti-bribery policy in force from time to time, available on request.
- 25.3** Contractor shall ensure that any subcontractor of Contractor involved in the performance of the Contract does so only on the basis of a written contract which imposes on that subcontractor terms equivalent to those imposed on Contractor under this clause 18. Contractor is responsible for the observance by such subcontractor of the terms of the written contract.
- 25.4** Contractor shall promptly report to Buyer any request or demand for any improper financial or other advantage of any kind received by Contractor, or which Contractor gives or intends to give, in each case whether directly or indirectly, in connection with the performance of the Contract.
- 25.5** Either Party will promptly give the other Party written notice of any breach of this clause 25.
- 25.6** Breach of this clause 18 shall be deemed a material breach of the Contract which is not capable of remedy and either party may exercise its rights to terminate the Contract under Article 10.
- 25.7** Both Parties shall indemnify the other and each member of the other Parties Group from and against any against any and all losses, liability, damages, claims, demands, actions, costs, (including costs incurred in preventing, avoiding or mitigating loss), charges, interest, payment actions, proceedings, penalties, fines, adverse judgments, orders or other sanctions, expenses or liabilities (including lost opportunity costs, additional administrative and management time, loss of anticipated savings and costs and expenses of the other Parties Group and legal expenses calculated on a solicitor and client basis) suffered, incurred or arising as a result of any breach by that Party of this clause 25 or by any sub-contractor of any equivalent provisions contained in the relevant subcontract.

Article 26 - Anti-Slavery

- 26.1** Contractor shall at all times:
- 1.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including the Modern Slavery Act 2015 ("Anti-Slavery Laws");
 - 1.1.2 comply with the relevant parts of Buyer's Contractor code of conduct relating to modern slavery and human trafficking and will procure that its officers, employees, subcontractors, agents and any other persons who perform services for or on behalf of it in connection with the Works will comply with the same;
 - 1.1.3 have and maintain its own policies and procedures to ensure compliance with Anti-Slavery Laws ("Anti-Slavery Policy"), will comply will the Anti-Slavery Policy and will procure that its officers, employees, subcontractors, agents and any other persons who perform


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services for or on behalf of it in connection with the Works will comply with the same; and
1.1.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK ("Modern Slavery Practice").

26.2 Contractor will:

26.2.1 conduct proper and adequate checks on any agency or person used by Contractor to provide labour or Contractors (whether temporary or permanent) or undertake tasks for Contractor to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice;

26.2.2 provide Buyer with such assistance and information as Buyer may require from time to time to enable Buyer to:

- carry out paperwork and background checks required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by Buyer;
- prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
- identify any non-compliance with the Anti-Slavery Policy or Buyer's Contractor code of conduct relating to modern slavery and human trafficking;
- conduct due diligence and measure the effectiveness of steps Buyer is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains; and
- permit Buyer, and any of its nominated representatives, to have such access on demand to Buyer's premises, personnel, systems, books and records as Buyer may require to verify compliance.

26.3 Either Party will immediately give written notice to the Other Party upon the occurrence of a breach or suspected breach of any of its obligations referred to in this Article 26.

26.4 Any breach of this clause 19 by Contractor will be a material breach of the Contract which is not capable of remedy and the other Party may terminate the Contract under Article 26.1.

Article 27 - Brexit Has No Effect

27.1 The UK's withdrawal from the EU ("Brexit"), any change or occurrence arising out of or in connection with Brexit or any movement in exchange rates relating to UK pounds sterling will not:

- affect any obligation under the Contract; or
- have the effect of altering any term of the Contract or of discharging or excusing performance under the Contract.

Article 28 - Miscellaneous


28.1 The titles to the articles in the Contract have been inserted for convenience of reference only, do not form part of the Contract, and shall not in any way affect the interpretation thereof.

28.2 In the Contract, the singular includes the plural, the plural includes the singular, and any gender includes the other gender.


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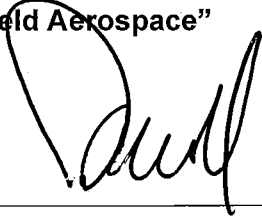
- 28.3** Any failure or delay by either Party to exercise or enforce any right, power or remedy under the Contract or at law shall not be construed as a waiver of such right.
- 28.4** If any part of the Contract is found by any court or tribunal, of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be severed from the Contract but this will not affect any other provisions of the Contract which will remain in full force and effect.
- 28.5** The Contract and any documents incorporated by reference constitute the entire Contract between the parties hereto, and supersede and cancel any and all prior representations, negotiations, undertakings, letters, acceptances, Contracts, understandings and contract, whether oral or written, between the parties hereto or their agents with respect to or in connection with any of the matters or things to which the Contract applies or refers.
- 28.6** The parties declare that the provisions of the Contract have been discussed, expressed, understood and agreed to as a result of exchanges over a period of time involving technically and commercially experienced personnel of both parties. Any amendments hereto shall be in writing and duly executed by the parties.
- 28.7** Any waiver or modification to the Contract shall be binding only if signed by both Contractor's and Buyer's respective Contract Authorities and documented by a Contract Change order. Either party may, from time to time, by issuing written notice to the other party, withdraw the authority given to its named Contract Authority, replace its named Contract Authority or add additional persons to be its Contract Authority.
- 28.8** It is agreed that in the event of conflict between the terms of the documents described herein below, the order of precedence shall be:
- a) the terms and conditions of this Contract excluding Annexes and Schedules;
 - b) the Contractor Statement of Work, Annex A to Annex I; and
 - c) the Order as acknowledged and accepted by the Contractor;
 - d) other referenced schedules, documents, letter agreements or attachments.


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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed as of the first date written above.

FIELD AVIATION COMPANY INC. d.b.a
"Field Aerospace"



FR AVIATION LIMITED, trading as
Draken Europe

Name

Name

David MacNeil

Title

Title

Vice President, Contracts

Date


Date

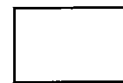

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Annex A – Statement of Requirements (SoR)

System Design & Interface Document
Draken Challenger 604 Electronic Warfare Platform Mission System
Document Reference
DRAK-RSAF-NEWP-SOR-101
Issue 1



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Annex B - Statement of Work (SoW)

The Field Aerospace Statement of Work, Proposal No. 21-4610 Rev F, Dated 30th March 2022.


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Annex C – Programme Schedule (Gantt Chart)


The Field Aerospace Annex C – Programme Schedule (21-4610 Draken EW Aircraft), Dated, 29 March 2022.



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Annex D - Buyer-Furnished Equipment

Reference Annex I


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Annex E – Integrated Test and Acceptance Plan (ITAP) – Design & CAMO**1.0 Approach to Integrated Test and Acceptance of Modified Challenger 604****1.1 Pre-Acceptance Test actions (CONTRACTOR/BUYER) (Pre LRU fit)**

- a. Carry out continuity (point to point and to airframe ground & shields) testing of all aircraft wiring / harnesses introduced / amended by the design change.
- b. Carry Out Factory Acceptance Testing of CONTRACTOR designed Panels / Sub-assemblies Continuity (point to point and to airframe ground & shields) and functionality.
- c. CONTRACTOR will carry out power checks in accordance with ground test procedures.
- d. BUYER will perform the measurement (calibration) of the CONTRACTOR installed RF cables and waveguides with support from CONTRACTOR. This will comprise both insertion loss and selected isolation measurements where appropriate in-band and out-of-band. The isolation measurements will be between selected RF feeds with Antennas and Radomes fitted. – CONTRACTOR will provide necessary support but action/work will be performed by Buyer.

1.2 Mission Systems Acceptance Test Actions (BUYER)

- a. Develop a Mission System Integrated Test and Acceptance Plan to test and commission the Mission System. – Subject to Contractor Aerospace's review and acceptance.
- b. Acceptance of parts for installation by CONTRACTOR:
 - i. Comjam 3 system will be integrated and tested at BUYER so far as is practicable prior to shipping to CONTRACTOR
 - ii. The following Systems will be subjected to a Factory Acceptance Test by BUYER at the OEM's premises prior to delivery to CONTRACTOR
 1. Argon ST Threat Simulator sub system
 2. MCCM Jamming sub system line replacement units
 3. Leonardo SEER sub system line replacement units

1.3 On Aircraft Mission Systems Acceptance Test Actions (CONTRACTOR / BUYER)

- a. CONTRACTOR install all Panels / Components / LRU's to aircraft and ensure aircraft conformity to Design Data.
- b. A BUYER test and acceptance team is allocated for each sub system, this will draw on a core team and specialist engineers if required.
 - i. The BUYER team will deploy to CONTRACTOR and work through the ITEAP to configure, then test and accept each system.
 - ii. The BUYER team will work under the supervision of a CONTRACTOR certifying aircraft engineer to assure the safety of the aircraft
 - iii. If any wiring faults are identified these will be rectified and documented updated by CONTRACTOR


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- iv. High power emitters will be shed into dummy loads to enable system testing to take place safely and without frequency licensing issues. BUYER will supply any required dummy loads.
- v. Once all systems have been successfully tested (into dummy loads) the antennas will be fitted and the aircraft made good to fly.
- vi. CONTRACTOR will support BUYER to obtain license, cost for license is a responsibility of Buyer.
- vii. CONTRACTOR will perform source victim EMI/EMC testing with the support from BUYER for Compliance demonstration.
- viii. CONTRACTOR will perform testing required for Compliance demonstration. – Mutually agreed within the scope of the contract.

1.4 On Aircraft Mission Systems Flight Testing (CONTRACTOR / BUYER)

- a. Once Ground acceptance / compliance activities are complete, CONTRACTOR will work with BUYER to Issue a Permit to Fly from CAA /TCCA
 - i. BUYER will provide a test aircrew who will fly alongside an experienced Challenger 604 pilot to test and accept: - Provided it's agreed by TCCA/airworthiness authority and Contractor flight operations.
 - 1. The installed operation of the Mission system so far as is practicable.
 - ii. Any configuration changes or bug fixes will be performed in a controlled manner before a repeat flight.
- b. A completed aircraft will be prepared for a ferry flight to the UK upon completion of flight testing.




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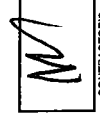
Annex F – DOA to ODA

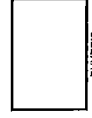
Packages 2, 3, 4 are to be merged under one STC.

Package	Scope	Certification Basis & NAA Acceptance		Design Data (CAD)	End User Documents	Compliance Demonstration			Training & Competency
		UK CAA	State of Design			ODA DAO (TCCA Equivalent to DOA/ODA)	Identification	Validation	
1	External Radomes / Shapes	<p>Cert Basis set by existing STC CAA Validation & Acceptance.</p> <p>New STC's if extg mods cannot be utilised (CS-25 Arnt 4) State of Design (NAA) = Concurrent Validation OR Standalone STC</p>	Canada	<p>Fin cap radome – Existing TCCA STC S498-92 already validated as EASA STC 10066792 dated 21/10/2019. (TCDs Cert Basis)</p> <p>Aft Belly Radome – derivative design from existing TCCA STC O-LSA15-135/D for different transmissivity requirements but outer mold line unchanged. Generate new TCCA STC re-using data from existing STC and validate by UK CAA.</p> <p>Fwd Belly Radome – derivative design from existing TCCA STC O-LSA15-135/D to convert from fairing around sensor to radome for internal emitters but outer mold line unchanged. Generate new TCCA STC re-using</p>	<p>Mod House – New, Existing and derivative of existing Data</p>	<p>Mod House (Field DAO Cert Plan)</p>	<p>Mod House</p>	<p>Mod House</p>	<p>Mod House</p>



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Package Scope	Certification Basis & NAA Acceptance	Design Data (CAD)	End User Documents	Compliance Demonstration		Training & Competency
				Identification	Verification	
	UK CAA	<p>State of Design</p> <p>ODA DAO (TCCA Equivalent to DOA/ODA) Data from existing STC where possible and validate by UK CAA.</p> <p>Ventral fins – existing design TCCA STC O-LSA15-135/D (serialized STC). Include in new STC.</p> <p>New or relocated blade / patch antennas (CONUAM) – new design data, include in STC.</p> <p>Tail cone (option) – new design, include in new STC.</p> <p>Structural provisions for externally mounted Mission Equipment (fuselage penetrations and mounting hardpoints) – new design data. Include in new STC.</p> <p>ICA/OSD including revised AWL thresholds/intervals for new mission profile by Mission Severity Factor. Include in new STC.</p>				

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Package	Scope	Certification Basis & NAA Acceptance		Design Data (CAD)	End User Documents	Compliance Demonstration		Training & Competency
		UK CAA	State of Design			Identification	Validation	
				<p>ODA DAO (TCCA Equivalent to DOA/ODA)</p> <p>Exg-STC's -> OK -> New-STC's if extg. mods cannot be utilized State of Design (NAA)</p> <p>Mod House Personnel Draken-Mod House Templates</p>				
2	Provisioning of racks, console, cooling, power distribution & disconnects, cabin layout etc.) Inert - No mission systems installed.	Concurrent UK CAA Minor Approval (CS25 Amt 4)	Mod House UK CAA (CS25 Amt 4 OR TCDS Cert Basis)	Mod House Personnel Draken Templates	Mod House Personnel Draken Templates	Mod House Draken DOA (Cert Plan)	Mod House Templates Draken Coversheet (CS-25)	<ul style="list-style-type: none"> Designers - Delegated to Mod House AR - Mod House CVE's - Mod House AR assessed by Draken DOA
3	Aircraft Avionics / Mission Systems Modifications with TSO'd LRU's	Concurrent UK CAA Minor Approval (CS25 Amt 4)	Mod House UK CAA (CS25 Amt 4 OR TCDS Cert Basis)	Mod House Personnel Draken Templates	Mod House Personnel Draken Templates	Mod House Draken DOA (Cert Plan)	Mod House Templates Draken Coversheet (CS-25)	<ul style="list-style-type: none"> Designers - Delegated to Mod House AR - Mod House CVE's - Mod House AR assessed by Draken DOA
4	Equipment with Lithium Batteries	STC (Concurrent Validation)	STC UK CAA	Mod House Personnel Draken Templates	Mod House Personnel Draken Templates	Mod House Draken DOA (Cert Plan)	Mod House Templates	<ul style="list-style-type: none"> Designers - Delegated to Mod House

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Package	Scope	Certification Basis & NAA Acceptance		Design Data (CAD)	End User Documents	Compliance Demonstration		Training & Competency
		UK CAA	State of Design (Concurrent Validation) (CS25 Amt 4 OR TCDS-Cert Basis)			Identification	Validation	
	(2-W/4) (>2 Wh) (if required)	OR-Standalone (CS25 Amt 4)	(Concurrent Validation) (CS25 Amt 4 OR TCDS-Cert Basis)	ODA DAO (TCCA Equivalent to DOA/ODA)	Templates		Draken Coversheet (CS-25)	<ul style="list-style-type: none"> AR - Mod House CVE's - Mod House AR assessed by Draken DOA
5	Installation, Test and Operation of Mission System COTS Equipment	Concurrent UK CAA Minor Approval (CS25 Amt 4)	UK CAA (CS25 Amt 4 OR TCDS Cert Basis)	Mod House Personnel Draken Templates	Mod House Personnel Draken Templates Draken Personnel - PAI Process	Mod House (Cert Plan)	Mod House Draken Coversheet (CS-25)	<ul style="list-style-type: none"> Designers - Delegated to Mod House AR - Mod House CVE's - Mod House AR assessed by Draken DOA
6	Cockpit Tablet (EFB with RWR display)	Concurrent UK CAA Minor Approval (CS25 Amt 4)	UK CAA (CS25 Amt 4 OR TCDS Cert Basis)	Mod House Personnel Draken Templates Existing EASA STC for installation of EFB. Add video input for RWR display.	Mod House Personnel Draken Templates	Mod House (Cert Plan)	Mod House Draken Coversheet (CS-25)	<ul style="list-style-type: none"> Designers - Delegated to Mod House AR - Mod House CVE's - Mod House AR assessed by Draken DOA


Contractor Transport Canada DAO #96-O-01
 Contractor TCCA Form One FAE-157 Rev. 1 (08/15)
 Contractor ISO 9001:2015 + AS9100D Cert No: CERT-0137775
 Contractor Manufacturing Capability List, Report Number: 400-0466-96 REV. 39
 Contractor EASA Part-145 Approval Reference number: EASA.145.7029

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Annex G – Licence Agreements

Ref: DATA LICENSE AGREEMENT NO. FACI- MIS-22-003 dated March 31, 2022


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Annex H – Confidentiality Agreements

NDA Ref: 0661FRA signed between Draken Europe trading as FR Aviation Ltd and Field Aviation Company Inc.

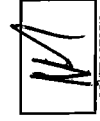

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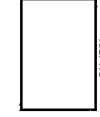
Annex I - Export Control and Trade Compliance and Export Responsibility Matrix

All TBD entries shall be agreed and populated between the Parties as soon as possible following Contract execution.

No.	Item Description	Responsibility for Export				Country of Origin	Export Classification (As applicable) - ITAR, EAR, Other	Countries for which Export Approval is sought
		Draken CFE or Contractor Furnished	Responsibility to confirm Export Classification	Export Approval/Licences to Canada and the UK	Export			
1	High Band Antenna-							
1.1	New ADRFM Pod Tulip Antenna (I/J-Band) – Q-Par COTS- Part No: TBD, Manufacturer – TBD	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK	
1.2	High Power Horn (I/J-Band)- Part No: TBD, Manufacturer – TBD	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK	
2	Mission System Rack Mounted PC - Part No: ICOM4105, Manufacturer – ICL Industrial Computers, Kontron UK	Draken CFE	Draken	Draken	UK	TBD	Canada and the UK	
3	DRFM/Techniques Generator 19 inch rack unit - Part No: MCCM000800-00, Manufacturer – MC Counter Measures	Draken CFE	Draken	Draken	Canada	TBD	Canada and the UK	
4	DRFM Logarithmic Receiver Module (Provisional) - Part No: MCCM TBD, Manufacturer – MC Counter Measures	Draken CFE	Draken	Draken	Canada	TBD	Canada and the UK	
5	Loss Compensation RF Amp 1 to4 GHz(CA0104-2001) - Part No: CA0104-2001, Manufacturer – Ciao Wireless	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK	




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6	High Power RF Switch – Coax DC to 12 GHz (402-AIT-6-3-53-32-A) - Part No: 402-AIT-6-3-53-32-A Manufacturer –Dow Key	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
7	RF Diplexer (Provisional) - Part No: TBD Manufacturer – RS Microwave Company Inc	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
8	High Power Amplifier 1 to 2 GHz – (AM3-1-2-53-53RDC) -	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
9	High Power Amplifier 2 to 4 GHz – (AM12-2-4-53-53RDC)	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
10	Low Power RF Switch – Coax DC to 12 GHz (401-AIT-6-3-08-32-A) - Part No: 401-AIT-6-3-08-32-A-ROHS Manufacturer – Dow Key	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
11	LowBand Antenna – 1 to 8 GHz (QWH-SL-1-8-B-SG) - Part No: QWH-SL-1-8-B-SG Manufacturer – Steatite UK	Draken CFE	Draken	Draken	UK	TBD	Canada and the UK
12	Low Band Tulip Antenna – 800 MHz to 4 GHz (WBHDP0.8-4N) - Part No: WBHDP0.8-4N Manufacturer – Steatite UK	Draken CFE	Draken	Draken	UK	TBD	Canada and the UK
13	Medium Power, SSA – 1 GHz to 4GHz (DM-HPMB-25-102) - Part No: MER00046 Model DM-HPMB-25-102, Manufacturer – Mercury Systems Inc.	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
14	JTIDS Filter - Part No: 61703B-4 Manufacturer – RS Microwave Inc	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK

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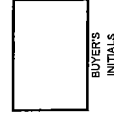
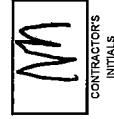
 BUYERS INITIALS

15	Timing, Logic & Control Unit - Part No: TBD Manufacturer – MC Counter Measures.	Draken CFE	Draken	Draken	Canada	TBD	Canada and the UK
16	Loss Compensation RF Amp 6 to 18 GHz (CA618-2005) - Part No: CA618-2005, Manufacturer – Ciao Wireless.	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
17	High Power Amplifier 6 to 18 GHz – (dB-431 TWTA) - Part No: dB-431 Manufacturer – dB Control.	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
18	Dual Directional Waveguide Coupler (R627-30-6.5-18) - Part No: R627-30-N-6.5-18, Manufacturer – MEC	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
19	Harmonic Filter (R77A) -Part No: R77A-30-N-6.5-18, Manufacturer – MEC Waveguide WRD650	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
20	Waveguide Load (R87X) - Part No: R87X, Manufacturer – MEC.	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
21	Pressure Window (MI-11650) - Part No: MI-11650, Manufacturer – IMC,	Draken CFE	Draken	Draken	UK	TBD	Canada and the UK
22	Waveguide Switch (WS808906-02) - Part No: WS808906-02, Manufacturer – Sivers Sweden	Draken CFE	Draken	Draken	Sweden	TBD	Canada and the UK

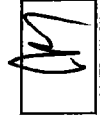
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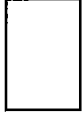
23	Ridged Waveguide Horn 6.5 to 18 GHz (IHR-650-17) - Part No: IHR-650-17, Manufacturer – IMC.	Draken CFE	Draken	Draken	TBD	Canada and the UK
24	High Band Tulip Antenna – 6 GHz to 12 GHz (WBHDP6-12N) - Part No: WBHDP6-12N, Manufacturer – Steatite UK	Draken CFE	Draken	Draken	UK	Canada and the UK
25	Medium Power,SSA –6GHz to 12GHz (H0612-41) - Part No: H0612-41, Manufacturer – Mercury Systems Inc	Draken CFE	Draken	Draken	USA	Canada and the UK
26	System Schematic - Radar Signal Simulator (RSS)	Draken CFE	Draken	Draken	TBD	Canada and the UK
27	Radar Signal Simulator (RSS) Tray - Part No: TBD – To be supplied as separate subassemblies and looms, Manufacturer – Argon ST.	Draken CFE	Draken	Draken	TBD	Canada and the UK
28	Radar Signal Simulator (RSS) Key Sub-Systems - Part No: TBD Manufacturer – Argon ST.	Draken CFE	Draken	Draken	TBD	Canada and the UK
29	Radar Signal Simulator (RSS) Antennas and Waveguide Cross-Coupler	Draken CFE	Draken	Draken	TBD	Canada and the UK
30	Comjam Transmit Antenna - Part No: SA AM100-6, Manufacturer – Signal Antenna Systems Inc.	Draken CFE	Draken	Draken	TBD	Canada and the UK
31	Comjam - High Power Amplifier - Part No: AM-100-500-1E3, Manufacturer – Communication Power Corp	Draken CFE	Draken	Draken	USA	Canada and the UK



32	Comjam – Tuneable Filter - Part No: TCD312.5-5-5S1, Manufacturer – Telonix/Berkeley	Draken CFE	Draken	Draken	Canada	TBD	Canada and the UK
33	Comjam – RF Switch - Part No: B10H-540100 Manufacturer – Charter Engineering Inc, USA	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
34	Comjam – RF Coupler (Provisional) - Part No: TBD, Manufacturer – TBD	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
35	Comjam – RF Passive Limiter Coaxial – SMA Barrel -Part No: LS0105B, Manufacturer – Herotek Inc	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
36	Comjam – RF Signal Generator - Part No: SMA-100B, Manufacturer – Rohde & Schwarz	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
37	Comjam – Receiver - Part No: EM200, Manufacturer – Rohde & Schwarz	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
38	Comjam – Rx Antenna (Provisional) - Part No: TBD, Manufacturer – TBD	Draken CFE	Draken	Draken	TBD	TBD	Canada and the UK
39	Comjam – Aneroid safety switch for monitoring cabin pressure - Part No: 1194P0070 Manufacturer – ITT Aerospace and Controls	Draken CFE	Draken	Draken	USA	TBD	Canada and the UK
40	Comjam – Special Keypad for EWO Console - Part No: AKC048-	Draken CFE	Draken	Draken	UK	TBD	Canada and the UK



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	G-U-F-X-2192, Manufacturer – Access IS Ltd UK											
41	SEER ESM System Antenna - Leonardo	Draken CFE	Draken	Draken	TBD				TBD			Canada and the UK
42	Flightdeck Tablet PC – ESM (RWR) Display (Costed Option) - Part No: TBD, Manufacturer – TBD	Draken CFE	Draken	Draken	TBD				TBD			Canada and the UK
43	Novatel GNSS+ INS Sensor - Part No: CPT7700 Manufacturer – Novatel.	Draken CFE	Draken	Draken	Canada				TBD			Canada and the UK
44	Mission System Equipment Racks- Part No: TBD, Manufacturer – Field Aviation	Contractor Furnished	Field	Field	Canada				TBD			Canada and the UK
45	Mission System EWO - Console Keyboard; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA				TBD			Canada and the UK
46	Mission System EWO – Console Trackball; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA				TBD			Canada and the UK
47	Mission System EWO – Console Foot PTT; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA				TBD			Canada and the UK
48	Mission System EWO –a Console Two (2) Widescreen Monitors; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA				TBD			Canada and the UK
49	Mission System EWO –Console Two (2) USB3 connections; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA				TBD			Canada and the UK
50	Mission System EWO – Console Map Light; Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	USA				TBD			Canada and the UK

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FIELD AEROSPACE

Modification Services Agreement No. 21-4610

51	Mission System EWO Console-Folder/notebook Storage; Part No: TBD, Manufacturer – Field Aviation	Contractor Furnished	Field	Field	Canada	TBD	UK
52	Mission System EWO - Console Seat Part No: TBD, Manufacturer – Martin Baker	Contractor Furnished	Field	Field	UK / USA	TBD	Canada and the UK
53	Electronic flight bag (EFB): Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
54	Oxygen Mask w/mic, Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
55	ADS-B LRU's and software: Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
56	TCAS Upgrade to 7.1 and software (Option): Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
57	TCAS Inhibit Flight deck control and time delay system (Option): Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
58	Quick Access Recorder (Option) All non-system components. Part No: TBD, Manufacturer – L3	Contractor Furnished	Field	Field	USA	TBD	Canada and the UK
59	Flight Data Recorder Upgrade (Option). Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
60	Cockpit Voice Recorder Upgrade (Option): Part No: TBD, Manufacturer – TBD	Contractor Furnished	Field	Field	Anticipate USA	TBD	Canada and the UK
62	One (1) seat bases (pallets). Part No: TBD, Manufacturer – Field Aviation	Contractor Furnished	Field	Field	Canada	TBD	UK
63	Emergency equipment- Life raft 10-man FAA certified. Part No: TBD, Manufacturer – TBD. (Option)	Contractor Furnished	Field	Field	USA	TBD	Canada and the UK

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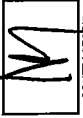
Modification Services Agreement No. 21-4610

64	Mission Power System – Mission TRU's Part No: TBD, Manufacturer – TBD.	Contractor Furnished	Field	Field	TBD	TBD	Canada and the UK
65	Main Belly Radome - Part No: 5125-101 and 5125-102 Manufacturer – Saint Gobain.	Contractor Furnished	Field	Field	USA	EAR	Canada and the UK
66	Forward Belly Radome - Part No: TBD Manufacturer – Adamworks.	Contractor Furnished	Field	Field	USA	EAR	Canada and the UK
67	Upper Tail Radome - Part No: TBD Manufacturer – Siddis	Contractor Furnished	Field	Field	Canada	TBD	Canada and the UK

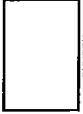
Notes:

- For all Draken CFE, Draken to Confirm the information as well as confirm the correct "TBD" information.
- For all Contractor Furnished equipment, Field is to Confirm the information as well as confirm the correct "TBD" information.
- In the event of any conflicts between this list and the SOW in Annex B, the SOW in Annex B shall take precedence.

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SCHEDULE I - Milestone Payment Schedule**1.0 Firm Fixed Baseline Pricing**

The total baseline pricing based on the Annex B (Statement of Work) is *Seventeen Million Four Hundred and Three Thousand Nine Hundred and Thirty United States Dollars (\$ 17,403,930 US)* (the "**Total Base Price**"). This Total Base Price includes the option price for Aircraft 2 (but excluding the unpriced options in Article 2 below), as set forth below.

2.0 Options for A/C 2

System	QNTY 1
QAR (SOW section 10.3)	* See note
TCAS Upgrade to Change 7.1 (SOW section 11.2.2)	* See note
ADS-B (SOW section 11.3)	* See note
CVR Upgrade (SOW section 10.1)	* See note
FDR Upgrade (SOW section 10.2)	* See note
ELT Upgrade (SOW section 6.3)	* See note

*Note: Field Aerospace will provide firm fixed pricing once an Aircraft MSN has been identified and planned purchase order date is established.

3.0 Milestone Payment Summary**3.1 Milestone Payment Plan – Aircraft 1**

#	Description	Acceptance Criteria	A/C 1 (USD)	Month of Submission Date	Payment in Calendar Days
1	Mobilisation 1) Contract Award 2) As per UK-TCCA bilateral agreement TA-M dated 5th Nov 2020, Fields will need to apply for a UK CAA approval by following the TA-M requirement	1) Contract award with caveat free PO acceptance.	\$ 1,740,393.00	Mar/2022	Criteria met +30 days


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2	1) Field to provide the project kick off presentation	1) Buyer review and acceptance (acting reasonably) of Contractor kick-off presentation	\$ 870,196.50	Mar/2022	Criteria met +45 days
3	1) FWD Belly Radome PDR	1) Buyer review and acceptance of Contractor PDR.	\$ 1,740,393.00	May/2022	Criteria met +30 days
4	1) Main Belly Radome PDR	1) Buyer review and acceptance of Contractor PDR.	\$ 1,740,393.00	Jul/2022	Criteria met +30 days
5	1) Seat PO Placed 2) Mission Power PDR	1) Evidence of PO 2) Buyer review and acceptance of Contractor PDR.	\$ 870,196.50	Aug/2022	Criteria met +30 days
6	1) Belly Radome PO Issued 2) Console Structural Fabrication Complete	1) Evidence of PO 2) Buyer review and acceptance of Contractor work complete via Photo or Inspection.	\$ 1,740,393.00	Sep/2022	Criteria met +30 days
7	1) Cockpit EFB On Aircraft Installation (not tested) 2) RWR Antenna CDR Complete 3) Belly Radome CDR Complete	1) Buyer review and acceptance of Contractor work complete via Photo or Inspection. 2) Buyer review and acceptance of Contractor CDR. 3) Buyer review and acceptance of Contractor CDR.	\$ 870,196.50	Dec/2022	Criteria met +30 days



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8	1) Comjam Engineering Stress Analysis Complete 2) RSS Engineering Stress Analysis Complete	1) Proof of Analysis Report Complete and accepted by Buyer (Buyer acting reasonably). 2) Proof of Analysis Report Complete and accepted by Buyer (Buyer acting reasonably).	\$ 870,196.50	Apr/2023	Criteria met +30 days
9	1) Aircraft 1 Completion 2) Complete Contractor's portion of the engineering data package required for Buyer to submit for their CAA STC certification for Aircraft #1.	1) Buyer Aircraft #1 acceptance including check flight. 2) Contractor submitting its portion of the engineering data package required for Buyer to submit for its CAA STC Certification for Aircraft #1.	\$ 1,740,393.00	Jun/2023	Criteria met +30 days and Prior to Aircraft Departure
Totals			\$ 12,182,751.00		

3.2 Milestone Payment Plan – Aircraft 2 (Option)

The firm fixed option price for Aircraft 2 is a valid offer capable of acceptance by Buyer through to and including 1 September 2022. For the avoidance of doubt Buyer shall not be obliged to exercise this option. In the event that Buyer elects to exercise this option it shall send a new or updated Purchase Order to this effect by no later than 1 September 2022. For clarification, Contractor's schedule for Aircraft 2 assumes that Aircraft 2 arrives at Contractor's facility no later than March 27th 2023, in order for Contractor to begin modifications on Aircraft 2.

#	Description	Acceptance Criteria	A/C 2 (USD)	Month of Submission Date	Payment in Calendar Days
1	1) Field to provide the project presentation for aircraft #2	1) Buyer review and acceptance (acting	\$ 1,740,393.00	Mar/2023	Criteria met +30 days


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		reasonably) of Contractor kick-off presentation for Aircraft #2.			
2	1) Remove Aircraft 2 center Fuel Tank	1) Buyer review and acceptance of Contractor work complete via Photo or Inspection.	\$ 870,196.50	May/2023	Criteria met +30 days
3	1) Aircraft #2 Radar Signal Simulator Sensor Installation Complete	1) Buyer review and acceptance of Contractor work complete via Photo or Inspection.	\$ 870,196.50	Jul/2023	Criteria met +30 days
4	1) Aircraft 2 Completion 2) Complete Contractor's portion of the engineering data package required for Buyer to submit for their CAA STC certification for Aircraft #2.	1) Buyer Aircraft #2 acceptance including check flight. 2) Contractor submitting its portion of the engineering data package required for Buyer to submit for its CAA STC Certification for Aircraft #2	\$ 1,740,393.00	Dec/2023	Criteria met +30 days and Prior to Aircraft Departure
	Totals		\$ 5,221,179.00		

Buyer reserves the right to withhold payment for the non-achievement of milestones.

The terms of payment as set forth above of a properly submitted invoice should be assumed, with the understanding that the Milestone Payment Schedule will identify the applicable payment timeframe for each aircraft shall be prior to delivery and departure of each aircraft.


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SCHEDULE II - BFE/BFI Certificate of Acceptance

The undersigned hereby acknowledges on behalf of Contractor receipt of One (1) CL-604 Aircraft ***the Aircraft bearing manufacturer's serial number _____ fitted with two (2) XXXXXXXXXXXX engines bearing serial numbers ____ [as applicable] or description of data, equipment etc.]*** as being a Buyer-Furnished Equipment deliverable item in accordance with the terms and conditions of the Modification Contract No. 21-4610 signed on the 31th day of March, 2022 between FR AVIATION LIMITED, trading as Draken Europe and Field Aviation Company Inc. d.b.a. as "Field Aerospace". By executing this Buyer-Furnished Equipment Receipt, the Contractor is not confirming that the subject Buyer-Furnished Equipment is fit for the purpose for which it is intended.

Place: _____

Date: _____

SIGNED FOR AND ON BEHALF OF:
Field Aviation Company Inc. d.b.a.
as "Field Aerospace"

 Per

 Title


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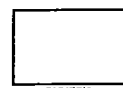
SCHEDULE III - Certificate of Acceptance / Delivery

The undersigned hereby acknowledge on behalf of FR AVIATION LIMITED, trading as Draken Europe acceptance of the Work with respect to the *(First/Second)* Aircraft pursuant to the Statement of Work as being in accordance with the terms and conditions of the Modification Contract No. 21-4610 signed on the 31th day of March, 2022 between FR AVIATION LIMITED, trading as Draken Europe and Field Aviation Company Inc. d.b.a. as "Field Aerospace":

Place: _____


Date: _____

SIGNED FOR AND ON BEHALF OF:
FR AVIATION LIMITED, trading as
Draken Europe

Name_____
Title
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SCHEDULE IV - CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER	
CONTRACT DATE:	
PARTIES: FR AVIATION LIMITED, trading as Draken Europe and Field Aviation Company Inc. d.b.a. as "Field Aerospace"	
AIRCRAFT TYPE:	
CHANGE ORDER NO.:	DATE:
REASON FOR CHANGE:	
DESCRIPTION OF CHANGE:	
ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT WILL REMAIN UNCHANGED	
FOR AND ON BEHALF OF: FR AVIATION LIMITED, trading as Draken Europe	FOR AND ON BEHALF OF: Field Aviation Company Inc. d.b.a. as "Field Aerospace"
Signed	Signed
Date	Date



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SCHEDULE V - ADDITIONAL WORK REQUEST (AWR) QUOTATION FORM

The Contractor has provided this Additional Work Request (AWR) Quotation No. 21-4610-XX, in accordance with the terms and conditions of the Modification Contract No. 21-4610 signed on the 31th day of March, 2022 between FR AVIATION LIMITED, trading as Draken Europe, in support of the XXXXXXXX program (the "Program"). As per Article 6.2 of the Contract, the Contractor has identified work that is deemed by Contractor to be out of scope for this Program and requires approval of XXXXXXXX for Contractor to complete the specific unscheduled or special maintenance or repairs of the Aircraft. Contractor is pleased to provide this AWR quotation for the following item(s):

1. **Provide a Summary of the required services and Priority of each AWR item:**

- (i) XXXXX;
- (ii) XXXX, etc.

(Choose of the following categories)

Category I

- The Additional work **is recommended but not deemed to be urgent** and will not affect schedule if approval of this AWR is delayed or if XXXXX elects not to proceed to authorize the AWR.

Category II

- The Additional work **is required but not deemed to be schedule urgent** and will not affect the ultimate delivery date of the aircraft if approval of this AWR is delayed, but must be completed before the aircraft departs. For this Category II item a written response is required from XXXXXXXX by no later than XXXXXXXX.

Category III

- The Additional work **is mandatory** (airworthiness related repair) and is deemed to be urgent and any delay in approval of this AWR shall result in a significant delay to the delivery date of the aircraft. For this Category III item a written response is required from XXXXXXXX by no later than XXXXXXXX.

2. **Price and Schedule:**

Option 1: Firm Fixed Pricing

The firm fixed price ("FFP") associated with this AWR quotation is provided in *United States Dollars* (\$ XXXX USD), including applicable Labour, Materials and other expenses (as applicable):

<u>Item</u>	<u>Part Number</u>	<u>Description (Part Number)</u>	<u>Rates (as applicable)</u>	<u>Total FFP</u>	<u>Schedule to Complete</u>
1.	Labour	Number of hours	TBD	\$ XX	TBD
2.	Material	TBD	TBD	\$ XX	TBD
3.	Other (as applicable)	TBD	TBD	\$ XX	TBD

The FFP set forth above shall be added to the total program price and the Contractor shall submit invoices for all approved and completed AWR's on a monthly basis during the term of the Program.


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Or

Option 2: T&M Pricing

Any additional Unscheduled Maintenance is to be priced as follows in 2022-2024 United States Dollars for the required Maintenance Services and is based on the following Hourly Labour Rate and Material Mark-ups:

Labour Category	Rates per Hour
Technical/Mechanical/Production/Inspection Staff (Standard Hours and excluding overtime)	\$110 US +
Program Management	\$140 US +
Engineering Support	\$155 US +
Material Mark-Up	Material cost plus 15%

+ Note: Inspection time will be billed for actual hours as required. Non-recurring tasks are also subject to T&M as required.

3. Unless otherwise stated herein, all terms and conditions of the Modification Contract No. 21-4610 shall remain unchanged.

If this is acceptable to you, please sign this Additional Work Request Quotation No. 21-4610 -XX, in the space provided below, and issue a PO to reflect this information and email it to the attention of XXXXXXXX, Program Manager, XXXXXXXX @fieldaero.com or call him at (905)676-1540, Ext. XXX.

SIGNED FOR AND ON BEHALF OF:
Field Aviation Company Inc. d.b.a. as
"Field Aerospace".

Date:

Name_____
Title


The undersigned hereby acknowledge on behalf of XXXXXXXX that the Contractor is authorized to proceed with the requested Additional Work Request 21-4610 -XX.

SIGNED FOR AND ON BEHALF OF:
FR AVIATION LIMITED, trading as
Draken Europe

Date:

Name_____
Title

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This is **Exhibit “L”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

John MacTaggart
Field Aviation (trading as Field Aerospace)
2450 Derry Rd. E., Hangar 2
Mississauga
Ontario
L5S 1B2
Canada

16th April 2026

Without Prejudice

Dear John

On 11th April 2026, Field Aviation (Field) verbally notified FR Aviation Limited (Draken) that due to financial difficulties Field had temporarily laid off all their employees and ceased work on the Draken C-604 aircraft programmes.

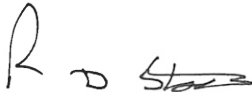
The following key principles consolidate our subsequent discussions which form the basis of a commitment by Draken to support the reinstatement and continuation of the programmes.

1. Field will immediately re-engage the individuals listed in Attachment 1 to this letter to work exclusively on a/c 1 and a/c 2 through to completion of the certification and modification programmes respectively. It is assumed that continued support to a/c 1 certification, if required, will be provided and a/c 2 will be completed by 10th July 2026.
2. Draken agrees to fully fund these individuals' salary plus the attributable costs associated with the infrastructure and facilities for the duration of the programme with a mark-up (cost plus approach). The anticipated cost profile is included within Attachment 2 to this letter, which is based on current salaries and overheads. Any change to the costs will require Draken approval, which will not be unreasonably withheld.
3. The outstanding AR of \$545,512.53 USD will be paid immediately upon signing of this agreement. Additionally, an additional incurred AR invoice of approximately \$110,000 USD will be generated by Field and will be paid by Draken upon receipt.
4. In addition to the payments identified in item 3 above there will be an initial Payment in advance of 3 weeks of the forecasted work, following which Payments will be made by Draken on a weekly basis, in advance, starting in week 2. This payment profile supersedes the milestone payment plan included within the current contract.
5. Following each payment being made and prior to the next payment falling due, Field will provide evidence that the cash received was used to settle in full to fund the dedicated labour and other direct costs, as detailed in Attachment 2.
6. Separate to and in addition to the labour costs included in Attachment 2, Draken agrees to fully fund a completion bonus for each individual working on the programme from the date of this agreement. For those who work on Draken's programmes throughout the remaining period up to the end of the contract and assuming completion of a/c 2 by 10th July 2026, they would earn an equivalent of 3 months' salary as a completion bonus. This incentive will be offered at the time the individuals are approached to be re-engaged on the Programme and will be paid on completion of the Programme.

DRAKEN

7. Draken will appoint and embed at Field a core team to provide local oversight and support to the programme.
8. Field, with immediate effect, will transition all procurement activity to Draken, including the novation of open purchase orders and orders for equipment not yet committed. Field will provide the necessary documentation and data and ongoing support to enable this to happen. Draken will therefore manage and pay suppliers direct following a reconciliation and netting off payments already made to the suppliers.
9. Field agrees to maintain the necessary regulatory approvals to complete embodiment of the modification and effect delivery and certification of the aircraft.
10. Draken agrees to pay \$800,000 USD for the outright purchase of all the Intellectual Property currently owned by Field, used to modify Draken's C-604 aircraft. This will be payable in part on completion of verification confirming the content and format of the IP and signature of a transfer agreement, with the final balance payable on transfer of all data.
11. All other terms and conditions contained in Modification Services Contract No 21-4610 dated 31st March 2022 remain unchanged.

Yours sincerely

A handwritten signature in black ink, appearing to read 'R Stoaate', with a stylized flourish at the end.

Richard Stoaate
Director of FR Aviation Limited

[REDACTED]

[REDACTED]

This is **Exhibit “M”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

ACCOMMODATION AGREEMENT

This Accommodation Agreement is effective as of June 5, 2026 (the “Effective Date”) by and between

Field Aviation Company Inc.

-and-

ASES, LLC

-and-

Field Aerospace, Inc.

-and-

Field Aviation Inc.

-and-

FR Aviation Limited (trading as Draken)

-and-

Wells Fargo Bank, National Association

WHEREAS pursuant to the Credit Agreement dated January 29, 2021 (as amended, modified, supplemented, renewed, extended or restated from time to time, including pursuant to the terms and provisions of the Forbearance Agreement (as defined below), the he “**Credit Agreement**”) between Field Aerospace, Inc. (the “**Parent**”), as guarantor, ASES, LLC (“**ASES**”), as borrower, Field Aviation Company Inc. (“**Field**”), as borrower, Field Aviation Inc. (“**FAI**”, and together with Parent, ASES and Field, the “**Companies**”), as guarantor, and Wells Fargo Bank, National Association (the “**Bank**”), as Agent and Lender, the Bank made certain revolving loans available to ASES and Field, which remain outstanding (the “**Outstanding Facilities**”);

AND WHEREAS on April 6, 2026, the Bank issued a notice of default (the “**Default Notice**”) to the Parent with respect to continuing defaults by ASES and Field under the Credit Agreement (the “**Defaults**”);

AND WHEREAS as a result of these Defaults, including in particular that the Companies were in excess of their permitted borrowings under the Credit Agreement, Field temporarily laid off its employees and is currently considering the filing of 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 (the “**BIA**”), or similar proceeding (the “**Proposed Proceedings**”) , with KSV Restructuring Inc. appointed as the Proposal Trustee (in such capacity, the “**Proposal Trustee**”);

AND WHEREAS, despite the Defaults, pursuant to a letter agreement dated April 16, 2026 (the “**Overadvance Letter**”), the Bank agreed to make additional advances to the Companies of over US\$1.1 million to address certain unpaid wages and to fund retainers for certain professionals of the Companies, which decision was based in part on Draken (as defined below) agreeing to forthwith pay its existing accounts receivable owed to the Companies;

AND WHEREAS pursuant to the Aircraft Modification Services Contract bearing Contract No. 21-4610, as amended by certain Contract Change Orders and Additional Word Requests (collectively, the “**Contract**”), between Field and FR Aviation Limited trading as Draken Europe (“**Draken**”), Field was engaged to provide modification services with respect to two Challenger CL-604 Aircraft (together, the “**Aircraft**”, and the provision of services to modify the Aircraft under the Contract, the “**Program**”);

AND WHEREAS ASES provides certain shared services to Field (the “**Shared Services**”) which assist in Field’s ability to complete the Program;

AND WHEREAS between the date of the Overadvance Letter and the Effective Date, Draken has paid to Field (which includes payments made directly to ASES for the Shared Services, where applicable): (i) US\$545,512.53 on April 21, 2026 and (ii) US\$112,113.96 on April 22, 2026, each in satisfaction of accounts receivable owing by Draken to Field in connection with the Program, along with (iii) US\$836,012 on April 22, 2026 to fund specified payroll and other costs of Field associated with the 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 (iv) 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 associated with the Program in those applicable weeks, in accordance with the Operating Plan (as defined below). Accordingly, specified employees have since been recalled to employment at Field for the limited purposes of completing the Program, in connection with the terms set out herein;

AND WHEREAS in order to ensure that Field has sufficient funding to operate during the Proposed Proceeding and to complete the Program, both the Bank and Draken wish to provide certain accommodations to the Companies and each other;

AND WHEREAS, on and subject to the terms and conditions of the DIP Agreement (as herein defined) and the Forbearance Agreement (as herein defined), and provided further that the DIP Agreement is approved in the Proposed Proceedings, the Bank intends to provide interim financing to Field in such amounts as may be agreed to between Field and the Bank under the DIP Agreement, which shall be subject to the ongoing advance of funds by Draken to cover certain expenses related to the Program, all as contemplated herein;

AND WHEREAS Draken has agreed to advance certain funds (as detailed below) to Field and ASES as consideration for Field to complete the Program during the pendency of the Proposed Proceedings;

AND WHEREAS this Accommodation Agreement is entered into by and between the Companies, Draken and the Bank (collectively, the “**Parties**”) with the goal of ensuring the successful completion of the Program during the Proposed Proceedings for the benefit of all of the Parties;

AND WHEREAS any terms capitalized but not otherwise defined herein have the meanings attributed to them in the Contract;

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:

TERMS AND CONDITIONS

1. BANK SUPPORT: The Bank supports this Accommodation Agreement and the terms set out herein, and agrees to advance funds from time to time pursuant and subject to the terms and conditions of an interim financing arrangement to be negotiated and finalized in good faith between the Bank, Field, ASES and Parent (the “**DIP Agreement**”) to be approved by the Court in the Proposed Proceedings, and in accordance with a forbearance and amendment to the Credit Agreement between the Bank, Field, ASES and Parent (the “**Forbearance Agreement**”), which among other things, is intended to (i) ensure Field has sufficient working capital to conduct the Proposed Proceedings and (ii) ensure Field has access to and the benefit of those amounts funded from Draken to Field as set out herein to complete the Program until Delivery of the Aircraft, including payment of employee wages and Shared Services. Accordingly, subject to the terms and conditions of the DIP Agreement and the Forbearance Agreement, and absent a default by the Companies under the DIP Agreement or the Forbearance Agreement, the Bank acknowledges and agrees that it will not take steps or exercise remedies that would impede Field’s ability to complete the Program, nor ASES’s ability to provide the Shared Services to Field.

For greater certainty, in the event that the Bank is repaid in full from the proceeds of any transactions in the course of the Proposed Proceedings, the Bank shall have no further rights or obligations under this agreement.

2. PURPOSE AND PERMITTED PAYMENTS: Field and ASES agree, and the Bank acknowledges and agrees, that Draken shall make and Field and ASES shall receive and apply the Draken Advances (as defined below) in the manner contemplated by paragraph 3 hereof, solely for the following purposes (collectively, the “**Permitted Purpose**”), and in each case, reasonably in accordance with the operating plan prepared by Draken as attached hereto as **Schedule “A”** (the “**Operating Plan**”), from and after the Effective Date until the Completion Date (as defined in the Data Transfer Agreement):
- (i) to retain and pay in full the wages (which for greater certainty, includes payroll, benefits and accrued vacation (but only to the extent accrued during the period from April 22, 2026 until the Completion Date), collectively, the “**Wages**”) of those employees listed on **Schedule “B”** attached hereto (or such other employees as may be required in lieu) (collectively, the “**Employees**”) employed by Field to work exclusively on the Program until the Delivery of the Aircraft;
 - (ii) to fund those costs associated with Field’s infrastructure and facilities for the duration of the Program, including the payment to ASES of Shared Services; and

(iii) to fund the Proposal Trustee, for distribution to the Employees, completion bonuses for the Employees that continuously remain employed by Field through the Completion Date, equal to (i) three months' salary for the respective Employee provided that the Completion Date takes place by the Outside Delivery Date, or (ii) if the Completion Date is completed after the Outside Delivery Date, in an amount equal to three months' salary for the respective Employee less 10% for each week that the Completion Date is delayed after the Outside Delivery Date (the "**Completion Bonuses**").

3. ADVANCES:

Draken will make the following advances (collectively, the "**Draken Advances**"), which replace and supercede any amounts payable by Draken to Field under the Contract:

- (i) Commencing on the Effective Date and until the Completion Date, weekly payments payable to Field and ASES each Tuesday (or, if not a Business Day, the next following day that is a Business Day) (or such other intervals as the Parties may agree, acting reasonably) in the amount set out in the Operating Plan for that week (the "**Weekly Payment**");
- (ii) On the Completion Date, to the Proposal Trustee, the Completion Bonuses as calculated in paragraph 2(iii) above for distribution to the Employees; and
- (iii) Any other amounts that may be agreed to by the Parties, acting reasonably (and, if there are no further amounts owing by Field to the Bank under the Credit Agreement at the time of such proposed payment, then only agreement by Field and Draken is required).

In addition to and separate from the Draken Advances, Draken shall pay to Field the amount of US\$800,000 pursuant to the terms of the data transfer agreement substantially in the form attached hereto as **Schedule "C"** (the "**Data Transfer Agreement**").

4. BUDGET AND REPORTING:

Following receipt of each Weekly Payment, Field and ASES shall provide (i) the Bank with information regarding the breakdown between amounts required for payroll, for materials, for shared services and for profit, and (ii) Draken and the Bank with evidence that the prior Weekly Payment was used in accordance with the Permitted Purpose (the "**Reporting**"). Field shall respond to any reasonable inquiries made from Draken or the Bank for further particulars of any costs relating to the Weekly Payment.

Further, Draken shall appoint an individual (the "**Appointee**") to provide local oversight and support to Field to complete the Program, including, without limitation, reviewing and conducting the

Reconciliation (as defined below) and reviewing agreed changes to Program head count and material spend, from time to time. Field shall cooperate with all reasonable information requests of the Appointee related to the Program. All costs of the Appointee shall be borne by Draken as a cost in addition to any amounts payable hereunder.

5. MATERIALS: From and after the Effective Date, Draken shall be responsible for the procurement, and payment of, all materials specific to the Program, unless such Program specific material already forms part of Field's inventory, in which case Field shall provide evidence of payment to the third party vendor of such Program specific material which amount will be for the account of Draken in and form part of the Reconciliation prior to the Completion Date.
6. RECONCILIATION Within Ten (10) Business Days following receipt of Field's final Reporting after the Completion Date, the Parties shall conduct a reconciliation process (the "**Reconciliation**") to assess whether Field's actual costs with respect to the Wages, material, property and insurance costs as incurred by Field in completing the Program under this Accommodation Agreement, are either: (a) in *excess* of the Draken Advances made to Field until the Reconciliation Date (not including the Completion Bonuses), in which case, Draken shall immediately pay any difference to Field, or (b) *less* than the Draken Advances made to Field until the Reconciliation Date (not including the Completion Bonuses), in which case, Field shall immediately pay Draken for any overpayment. For the avoidance of doubt this Reconciliation shall only apply to the payments made under this Accommodation Agreement and not to any payments made previously under the Contract.
7. COVENANTS: Field agrees to do, or cause to be done, the following, unless otherwise consented to or waived in writing by Draken:
 - (a) Comply with sections 2 and 4 herein throughout the duration of the Program;
 - (b) Complete the Program through Delivery of the Aircraft by no later than July 17, 2026 (the "**Outside Delivery Date**"), which date may be extended from time to time on written agreement by the Parties (for greater certainty, if there are no further amounts owing by Field to the Bank under the Credit Agreement at the applicable time, then only agreement by Field and Draken is required);
 - (c) Field shall comply with its data transfer obligations as set out in the Data Transfer Agreement;
 - (d) Until Delivery of the Aircraft, provide the Appointee with reasonable access to information, documents and the Designated Facility and to cooperate with the Appointee;

- (e) Keep Draken apprised, on a timely basis, of all material developments with respect the Proposed Proceedings;
- (f) Conduct its business, including making payments and satisfying employee wages, in accordance with this Accommodation Agreement and the Operating Plan;
- (g) Promptly notify Draken of any circumstance that may negatively impact the Program, including any material change in its business, contractual arrangements or with relationships with third parties;
- (h) Maintain in good standing at all times all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business that is related to the Draken Program;
- (i) Maintain in good standing all licenses, real property leases (subject to any claims that are stayed pursuant to the NOI Proceeding), permits or other qualifications necessary to conduct operations in the ordinary course;
- (j) Comply with all regulatory laws as is customary with carrying out its business operations;
- (k) Maintain the necessary regulatory approvals to complete the Program and effect delivery and certification of the aircrafts;
- (l) Comply with the Data Transfer Agreement; and
- (m) Comply with the Proposed Proceedings.

8. COURT-ORDERED CHARGES

Draken acknowledges and agrees that it will not object to or oppose Field's efforts to seek the following court-ordered charges, which in each case, shall rank ahead of all prior claims against Field's property and assets: (i) an Administration Charge to secure all fees of Field's counsel, along with the fees of a court-appointed licensed insolvency trustee and its counsel, (ii) an interim financing charge to secure the interim financing facility to be provided by the Bank, along with all interest, fees and costs associated therewith; (iii) a charge in favour of Field's directors and officers to secure any liabilities that they may incur during the course of the Proposed Proceedings, subject to typical carve-outs; (iv) a charge to secure Field's key employee retention plan; and (v) a transaction charge to secure any bid protections payable to a stalking horse purchaser.

9. NOTICES:

Any notice, request or other communication hereunder to any of the Parties shall be in writing and be sufficiently given if delivered

personally or sent by email to such party at its address set out below, with a copy to counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

If, to Field:

Field Aviation Canada Inc.
2450 Derry Road, East, Hangar 2
Mississauga, Ontario L5S 1B2

Attention: Brian Love
Email: blove@fieldaero.com

With a copy to counsel:

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Attention: Rachel Nicholson
Email: rnicholson@tgf.ca

If, to Draken:

Bournemouth International Airport
Christchurch, Dorset
BH23 6NE
United Kingdom

Attention: Daniel Lewis and Richard Stoate
Email: daniel.lewis@draken.aero and richard.stoate@draken.aero

With a copy to counsel:

DLA Piper (Canada) LLP
333 Bay Street, Suite 5100
Toronto, ON M5H 2S7

Attention: Edmond Lamek
Email: edmond.lamek@ca.dlapiper.com

If, to the Bank:

Wells Fargo Bank, National Association
150 E. 42nd Street, 40th Floor
New York, NY 10017

Attention: Anthony Montemarano
Email: Anthony.Montemarano@wellsfargo.com

With a copy to counsel:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Joe Latham
Email: jlatham@goodmans.ca

10. BUSINESS DAY: “Business Day” means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada.
11. DISCLOSURE Disclosure of this Accommodation Agreement may be made by Field to the Employees, as needed in respect of the Program, and to the Court in the Proposed Proceeding, as applicable.
12. CURRENCY: All dollar amounts herein are in U.S. dollars unless stated otherwise.
13. COUNTERPARTS AND SIGNATURES: This Accommodation 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 Accommodation 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.

(Signatures on following page)

Execution Version

IN WITNESS HEREOF, the parties hereby execute this Accommodation Agreement as at the date first above mentioned.

FIELD AVIATION COMPANY INC.

Signed by:

John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

ASES LLC

Signed by:

John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

FIELD AVIATION INC.

Signed by:

John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

- 10 -

FIELD AEROSPACE, INC.

Signed by:

John Mactaggart

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Name:

Title:

I have authority to bind the corporation.

FR AVIATION LIMITED (DRAKEN)

Signed by:

Richard Stoate

9155CB9C50D140D...

Name: Rochard Stoate

Title: Global Vice President Contracts and
Commercial

I have authority to bind the corporation.

FIELD AEROSPACE, INC.

Name:

Title:

I have authority to bind the corporation.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**



Name: Eric Swan

Title: Executive Director

I have authority to bind the corporation.

FR AVIATION LIMITED (DRAKEN)

Name: Rochard Storate

Title: Global Vice President Contracts and
Commercial

I have authority to bind the corporation.

SCHEDULE "A"
OPERATING PLAN

Field Aviation Company Inc.
Draken Operating Plan

Account	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Total
COST OF GOODS SOLD													
Materials	90,088	90,088	90,088	90,088	90,088	90,088	90,088	90,088	90,088	90,088	90,088	90,088	1,081,059
Employee Remuneration/Benefits	92,329	92,329	92,329	92,329	92,329	92,329	92,329	92,329	92,329	92,329	92,329	92,329	1,107,948
Property Costs	103,899	103,899	103,899	103,899	103,899	103,899	103,899	103,899	103,899	103,899	103,899	103,899	1,246,789
Business Insurance	5,762	5,762	5,762	5,762	5,762	5,762	5,762	5,762	5,762	5,762	5,762	5,762	69,145
TOTAL COST OF SALES	292,078	292,078	292,078	292,078	292,078	292,078	292,078	292,078	292,078	292,078	292,078	292,078	3,504,941
*Fee (25%)	73,020	73,020	73,020	73,020	73,020	73,020	73,020	73,020	73,020	73,020	73,020	73,020	876,235
TOTAL Amount Payable (\$CAD)	365,098	365,098	365,098	365,098	365,098	365,098	365,098	365,098	365,098	365,098	365,098	365,098	4,381,176
FX Rate	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500	1.3500
TOTAL Amount Payable (\$USD)	270,443	270,443	270,443	270,443	270,443	270,443	270,443	270,443	270,443	270,443	270,443	270,443	3,245,315

*Fee includes other overhead and corporate support

SCHEDULE "B"
EMPLOYEE RETENTION LIST

[REDACTED]

SCHEDULE "C"

FORM OF DATA TRANSFER AGREEMENT

INTELLECTUAL PROPERTY AND DATA ASSIGNMENT

THIS AGREEMENT made this 5th day of June, 2026 (the “**Execution 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 Field has advised Draken that with its support pursuant to the Accommodation Agreement, and the Agent’s support, it intends to make a proposal pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**Proposed Proceedings**”), with KSV Restructuring Inc. appointed as the Proposal Trustee.

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 (collectively the “**Program Exclusive Data**”), which Program Exclusive Data remains subject to final verification by the Transferee in accordance with the procedures set out in this Agreement.

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 “B”** (collectively, the “**Non-Exclusive Data**”), which Non-Exclusive Data remains subject to final verification by the Transferee in accordance with the procedures set out in this Agreement.

AND WHEREAS in connection with and during the course of the Contractor’s work on the Program from and after the date of this Agreement 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 Program Exclusive Data and the Non-Exclusive Data, the “**Transferred Data**”).

AND WHEREAS Wells Fargo Bank, National Association, as administrative agent for certain secured lenders to Field, 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) Forthwith following the execution of this Agreement by both Parties, a complete Transferred Data verification activity will be undertaken by the Transferee to fully document and verify the specific Transferred Data that will be transferred to the Transferee hereunder (the “**Verification Process**”). The Contractor shall provide all support reasonably required by the Transferee to enable the Transferee to fully identify and document the specific Transferred Data, including access to resources, facilities and IT systems.

(b) The output of the Verification Process will be the production of: (i) a definitive list of all of the specific Program Exclusive Data that will be transferred to the Transferee (“**New Schedule “A”**”), and (ii) a definitive list of all specific Non-Exclusive Data that will be transferred to the Transferee (“**New Schedule “B”**”) in accordance with Section 3 of this Agreement ((i) and (ii) collectively, the “**Definitive Schedules**”).

(c) Once the Definitive Schedules have been agreed to by Contractor and Transferee, they shall be incorporated into an amended and restated Agreement (the “**A&R Agreement**”) to be entered into by the Parties within ten working days of the Execution Date or such later date as may be mutually agreed between the Parties in writing (such date being the “**Effective Date**”). For greater certainty the Definitive Lists as of the Effective Date will not include any Future Program Data.

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. 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 all Transferred Data have been transferred to the Transferee (the date of such confirmation being the “**Initial Transfer Date**”). The Contractor shall implement and complete the second phase of the Delivery Process by detailing and delivering to the Transferee all Future Program Data 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 License:** 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 License:** The Transferee hereby grants to the Contractor a royalty-free license 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 a 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. **Court Approval.** The Transferee acknowledges that, as part of the Proposed Proceeding, Field will seek approval of its execution of this Agreement (as may be amended and restated), *nunc pro tunc*, by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) and accordingly, its rights and obligations hereunder are subject to approval by the Court.

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:

Name: John Mactaggart
Title: President

I have authority to bind the corporation.

FR Aviation Limited trading as Draken

Per:

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 and 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:

Name:

Title:

I have authority to bind the Bank

SCHEDULE A

Program Exclusive Data

The Program Exclusive Data to be transferred from Field to Draken shall be the following:

1. All Production Work Cards for A/C1 and A/C2 (defined as the Routine, Non-Routine and Fabrication cards). Provided as the actual signed off documents (packaged for shipment) and electronic copies (pdf files scans of the actual documents on a storage device).
2. All Engineering Documents as used on A/C1 and A/C2, detailed in the Field engineering document management system (FDT). This will include drawings and reports (e.g. Analysis, cert plans, FMS, MRB, MMS, NCR) at the revision level on the MDL (or most current if still in work).
3. The native drawing files where Field designed the work in AutoCAD Inventor.
4. Any referenced process standards, referred to as FPS documents. To be supplied as pdf copies.
5. Any relevant tools, jigs and fixtures and any drawings and production processes for the manufacture of such (e.g. moulds for radomes) owned by Field that relate to the modification of G-DRAK and G-DRAL.
6. Any documents not exclusively created by Field specifically for the modification, certification and production of G-DRAK and G-DRAL but are cross referenced or referred to or relied upon in any of the documentation related to the modification, certification and production of G-DRAK and G-DRAL.
7. Any Programme and Design Review (e.g. PDR / CDR review packs) documentation produced by Field relating to the modification and certification of G-DRAK and G-DRAL.
8. Any other documents owned by Field relating to the modification and certification of G-DRAK and G-DRAL, or any documents licenced to Field with any transfer rights that relate to the modification and certification of G-DRAK and G-DRAL

SCHEDULE B

Non-Exclusive Data

The Non-Exclusive Data to be transferred from Field to Draken shall be the following:

1. All Production Work Cards for A/C1 and A/C2 (defined as the Routine, Non-Routine and Fabrication cards). Provided as the actual signed off documents (packaged for shipment) and electronic copies (pdf files scans of the actual documents on a storage device).
2. All Engineering Documents as used on A/C1 and A/C2, detailed in the Field engineering document management system (FDT). This will include drawings and reports (e.g. Analysis, cert plans, FMS, MRB, MMS, NCR) at the revision level on the MDL (or most current if still in work).
3. The native drawing files where Field designed the work in AutoCAD Inventor.
4. Any referenced process standards, referred to as FPS documents. To be supplied as pdf copies.
5. Any relevant tools, jigs and fixtures and any drawings and production processes for the manufacture of such (e.g. moulds for radomes) owned by Field that relate to the modification of G-DRAK and G-DRAL.
6. Any documents not exclusively created by Field specifically for the modification, certification and production of G-DRAK and G-DRAL but are cross referenced or referred to or relied upon in any of the documentation related to the modification, certification and production of G-DRAK and G-DRAL.
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8. Any other documents owned by Field relating to the modification and certification of G-DRAK and G-DRAL, or any documents licenced to Field with any transfer rights that relate to the modification and certification of G-DRAK and G-DRAL.

This is **Exhibit “N”** 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, U.S.A., before me at the City of Toronto, in the Province of Ontario, this 6th day of June, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.* .



A commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

INTELLECTUAL PROPERTY AND DATA ASSIGNMENT

THIS AGREEMENT made this 5th day of June, 2026 (the “**Execution 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 Field has advised Draken that with its support pursuant to the Accommodation Agreement, and the Agent’s support, it intends to make a proposal pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**Proposed Proceedings**”), with KSV Restructuring Inc. appointed as the Proposal Trustee.

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 (collectively the “**Program Exclusive Data**”), which Program Exclusive Data remains subject to final verification by the Transferee in accordance with the procedures set out in this Agreement.

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 “B”** (collectively, the “**Non-Exclusive Data**”), which Non-Exclusive Data remains subject to final verification by the Transferee in accordance with the procedures set out in this Agreement.

AND WHEREAS in connection with and during the course of the Contractor’s work on the Program from and after the date of this Agreement 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 Program Exclusive Data and the Non-Exclusive Data, the “**Transferred Data**”).

AND WHEREAS Wells Fargo Bank, National Association, as administrative agent for certain secured lenders to Field, 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) Forthwith following the execution of this Agreement by both Parties, a complete Transferred Data verification activity will be undertaken by the Transferee to fully document and verify the specific Transferred Data that will be transferred to the Transferee hereunder (the “**Verification Process**”). The Contractor shall provide all support reasonably required by the Transferee to enable the Transferee to fully identify and document the specific Transferred Data, including access to resources, facilities and IT systems.

(b) The output of the Verification Process will be the production of: (i) a definitive list of all of the specific Program Exclusive Data that will be transferred to the Transferee (“**New Schedule “A”**”), and (ii) a definitive list of all specific Non-Exclusive Data that will be transferred to the Transferee (“**New Schedule “B”**”) in accordance with Section 3 of this Agreement ((i) and (ii) collectively, the “**Definitive Schedules**”).

(c) Once the Definitive Schedules have been agreed to by Contractor and Transferee, they shall be incorporated into an amended and restated Agreement (the “**A&R Agreement**”) to be entered into by the Parties within ten working days of the Execution Date or such later date as may be mutually agreed between the Parties in writing (such date being the “**Effective Date**”). For greater certainty the Definitive Lists as of the Effective Date will not include any Future Program Data.

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. 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 all Transferred Data have been transferred to the Transferee (the date of such confirmation being the “**Initial Transfer Date**”). The Contractor shall implement and complete the second phase of the Delivery Process by detailing and delivering to the Transferee all Future Program Data 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 License:** 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 License:** The Transferee hereby grants to the Contractor a royalty-free license 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 a 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. **Court Approval.** The Transferee acknowledges that, as part of the Proposed Proceeding, Field will seek approval of its execution of this Agreement (as may be amended and restated), *nunc pro tunc*, by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) and accordingly, its rights and obligations hereunder are subject to approval by the Court.

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:



EB55A634D2E640B...
Name: John Mactaggart

Title: President

I have authority to bind the corporation.

FR Aviation Limited trading as Draken

Per: Signed by:



9155CB9C50D140D...
Name: Richard Stoate

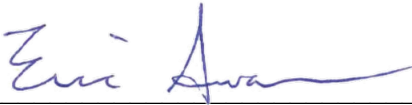
Title: Global Vice President Contracts and Commercial

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 and 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:



Name: Eric Swan

Title: Executive Director

I have authority to bind the Bank

SCHEDULE A

Program Exclusive Data

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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.

Estate No.: 32-3382861

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

Estate No.: 32-3382853

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
(Returnable June 12, 2026)
(Volume II of III)

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Lawyers for the Field Entities