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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

SUPPLEMENTAL MOTION RECORD
(Returnable July 24, 2026)

July 23, 2026

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

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

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

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

Lawyers for Field Aviation Company Inc. and Field Aviation East Ltd.

TO: THE SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

INDEX

TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

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

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

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

THIS MOTION IS FOR:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. <u>An order (the “**Voyageur AVO**”) substantially in the form attached as Tab 4 of the Field Entities’ supplemental motion record dated July 23, 2026 approving the bill of sale (the “**Bill of Sale**”) made as of July 23, 2026 between the Field Entities, as sellers, and Voyageur Aviation Corp. (“**Voyageur**”), as purchaser, and vesting in Voyageur the asset</u>

purchased thereunder (the "**Voyageur Purchased Asset**") free and clear of all claims and encumbrances other than those expressly permitted in accordance with the Bill of Sale.

THE GROUNDS FOR THE MOTION ARE:

Background

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

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

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

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

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

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

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

The NOI Proceeding thus far

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

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

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

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

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

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

(d) a key employee retention plan ("**KERP**");

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

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

(g) a data transfer agreement between Draken and Field Canada (the "**Draken Data Transfer Agreement**") pursuant to which Draken agreed to purchase from Field

Canada certain data and intellectual property connected with the Draken project for US$800,000;

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

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

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

The AVO should be approved

Approval of the DHC/PAL Sale Agreement

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

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

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

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

Approval of the proposed releases

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

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

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

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

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

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

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

The Ancillary Order should be approved

Approval of distributions to Wells

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

27. The Proposal Trustee has conducted a waterfall analysis demonstrating that there will be sufficient funds from the proceeds of the DHC/PAL Sale Agreement to make payments to Wells, after accounting for the priority in favour of unpaid wages and vacation pay (which will be fully paid from the sale proceeds of the DHC/PAL Sale Agreement);

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

WEPPA declaration

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

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

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

Authorization to dispose of assets

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

Authorization to assign Field Entities into bankruptcy

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

Approval of Proposal Trustee's activities, reports and fees

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

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

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

Extension of time to file a proposal and stay of proceedings

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

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

Voyageur AVO

39. The Voyageur Purchased Asset was marketed by the Proposal Trustee as part of the SISP;

40. The Bill of Sale represents the highest and only offer submitted in respect of the Voyageur Purchased Asset;

41. The Voyageur Purchased Asset is highly specialized and only capable of being utilized amongst a limited pool of participants in the aviation industry; and

42. The consideration offered by Voyageur is fair, reasonable and provides meaningful recoveries to stakeholders in the circumstances.

Other Grounds

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

44. Section 5 of WEPPA;

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

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

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

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

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

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

(c) the Supplemental Affidavit of John Mactaggart sworn July 23, 2026;

(d) the affidavit of Denna Jalili affirmed July 23, 2026; and

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

July ~~17~~ 23, 2026

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

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

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

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

Lawyers for the Field Entities

TO: THE SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

SERVICE LIST
(as at July 23, 2026)

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

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

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

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

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

AND TO:	**SAMFIRU TUMARKIN LLP** 350 Bay Street, 10th Floor Toronto, ON M5H 2S6 **Jonathan (Jon) Pinkus (LSO# 66699U)** Tel: 1 (844) 661-9065 (Ext.144) Email: jon.pinkus@stlawyers.ca Lawyers for the Plaintiff, Samuel Ranches, in the Toronto Proceeding (Court File No. CV-26-00010509-0000)
AND TO:	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON M5H 4E3 **Bevan Brooksbank** Tel: (416) 367-6604 Email : BBrooksbank@blg.com **Ryan Laity** Tel: (604) 632-3544 Email: RLaity@blg.com Lawyers for UK Research and Innovation
	UK Research and Innovation Polaris House North Star Avenue Swindon SN2 1FL Jennifer Jamieson Ball jennifer.jamiesonball@nerc.ukri.org
AND TO:	**TRANSPORT CANADA CIVIL AVIATION** 344 Edmonton St Winnipeg, MB R3C 0P6 **Jonathan Chu, P.Eng., M.Sc.** Tel: (403) 607-3793 Email : jonathan.chu@tc.gc.ca **Natasa Mudrinic, P. Eng / ing., M.Sc** Tel: (416) 434-8975 Email: natasa.mudrinic@tc.gc.ca

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

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

AND TO:	**TORYS LLP** 79 Wellington Street W., 28th Floor TD South Tower Toronto, ON M5K 1N2 **Adam Slavens** Tel: 416-865-7333 Email: aslavens@torys.com Lawyers for Signature Aviation
AND TO:	**Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch** Attention: Corporate Solutions Claims 150 King Street West 9th Floor Mailroom Toronto, Ontario M5H 1J9 Email: ClaimsNAFinPro_CorporateSolutions@swissre.com and grace_leung@swissre.com
AND TO:	**ARCH INSURANCE COMPANY** 2345 Grand Blvd, Suite 900 Kansas City, MO 64108 Email: Claims@ArchInsurance.com
AND TO:	**VOYAGEUR AVIATION CORP.** 1500 Airport Road North Bay, ON P1B 8G2 **Elena Koshevarova** Email: Elena.Koshevarova@chorusaviation.com **Em Pedota** Email: Em.Pedota@chorusaviation.com **Conor Sheridan** Email: Conor.sheridan@voyav.com

Email List

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION

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

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

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

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

Lawyers for the Field Entities

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

SUPPLEMENTAL AFFIDAVIT OF JOHN W. MACTAGGART
Sworn July 23, 2026

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

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

2. I swear this affidavit as a supplement to my affidavit sworn July 17, 2026 ("**July 17 Affidavit**"). All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the July 17 Affidavit.

VOYAGEUR BILL OF SALE

3. Pursuant to the SISP, Voyageur Aviation Corp. ("**Voyageur**") submitted a binding bid dated July 10, 2026 to purchase all of the Field Entities' rights, title and interests in a certain STC identified as Certificate No. O-LSA15-135/D, Issue 3, issued August 15, 2016, for the "AMSA MPA Provisions" project, together with certain related data as more specifically described in Schedule "A" to the Voyageur Bill of Sale (as defined below) (the "**Voyageur Purchased Asset**"), registered in the name of Field East, for a purchase price of US$210,000, exclusive of applicable taxes.

4. Following consultation with the Proposal Trustee, the Field Entities accepted the bid in accordance with the SISP. At the time of my July 17 Affidavit, the Field Entities and Voyageur were negotiating the terms of a bill of sale for which the transaction will be executed. The bill of sale was finalized on July 23, 2026 (the "**Voyageur Bill of Sale**"), and the transaction remains conditional on the Court granting the requested Approval and Vesting Order.

5. The Voyageur Purchased Asset will be acquired on an "as is, where is" basis, free and clear of all claims and encumbrances, other than the expressly permitted non-exclusive interest relating to certain data provided to Draken, as set out in Schedule "B" to the Voyageur Bill of Sale. A copy of the Voyageur Bill of Sale is attached hereto as **Exhibit "A"**. Draken has been consulted throughout the negotiation of the Voyageur Bill of Sale and has approved its terms.

6. Voyageur is required to pay a deposit of US$21,000 to the Proposal Trustee within two (2) business days following execution of the Voyageur Bill of Sale, with the balance of the

purchase price payable within two (2) business days following the granting of the Approval and Vesting Order. As of the date of this affidavit, the deposit is not due.

7. The Voyageur Bill of Sale and transactions contemplated thereunder should be approved, for the following reasons:

(a) based on the results of the SISP and the marketing efforts undertaken, the Proposal Trustee determined that Voyageur's bid was the only bid received for the Voyageur Purchased Asset and represents the best available offer in the circumstances;

(b) closing is highly certain, as Voyageur is required to pay a 10% deposit, and there are otherwise minimal conditions to the Voyageur Bill of Sale;

(c) the agreement was reached pursuant to the Court-approved SISP, which provided a fair and transparent process for soliciting and evaluating offers for the Field Entities' assets; and

(d) the Field Entities are not aware of any alternative transactions available in respect of the Voyageur Purchased Asset and believe that further efforts to market or monetize the Voyageur Purchased Asset would not likely result in a superior recovery.

CONCLUSION

8. Accordingly, the Field Entities and the Proposal Trustee are of the view that the transaction contemplated by the Voyageur Bill of Sale is commercially reasonable and is in the best interests of the Field Entities and their stakeholders.

SWORN before me by John W. Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto in the Province of Ontario, on July 23, 2026, in accordance with *O. Reg 431/20, Administering Oath or Declaration Remotely*

A Commissioner for taking affidavits

John Mactaggart

JOHN MACTAGGART

INES FERREIRA

This is Exhibit "A" referred to in the
Affidavit of John Mactaggart sworn by John Mactaggart stated as being located in the City of Cincinnati, in the State of Ohio, before me at the City of Toronto, in the Province of Ontario, this 23rd day of July, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

INES FERREIRA
(LSO# 81472A)

BILL OF SALE

THIS BILL OF SALE IS MADE AS OF July 23, 2026 by and between:

FIELD AVIATION EAST LTD. and FIELD AVIATION COMPANY INC.
(together, "**Field**" or the "**Vendor**")

and

VOYAGEUR AVIATION CORP.
("**Voyageur**" or the "**Purchaser**", and together with Field, the "**Parties**")

A. **WHEREAS** on June 5, 2026, Field filed notices of intention to make a proposal (the "**NOI Proceedings**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended. AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.) was appointed as the proposal trustee in respect of the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

B. **AND WHEREAS** on June 12, 2026, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an order authorizing, among other things, the Proposal Trustee, in consultation with Field, to implement a sale and investment solicitation process ("**SISP**") in respect of the business and property of Field.

C. **AND WHEREAS** on July 10, 2026, pursuant to the SISP, the Purchaser delivered to the Proposal Trustee a binding bid (the "**Bid**") for all of the Vendor's right, title and interest in the asset consisting of a Supplemental Type Certificate, together with related data and intellectual property rights as more specifically described in Schedule "A" hereto (the "**Purchased Asset**") for the purchase price of US$210,000, exclusive of applicable taxes (the "**Purchase Price**"), subject to the conditions set out therein (the "**Transaction**"). The Proposal Trustee accepted the Bid in accordance with the terms of the SISP.

D. **AND WHEREAS** the Parties wish to complete the Transaction contemplated by the Bid on the terms and conditions set out in this Bill of Sale.

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

I. TRANSFER OF PURCHASED ASSET

1. The Vendor hereby agrees to sell, assign, transfer, convey, grant and deliver to the

Purchaser all of the Vendor's right, title, and interest in and to the Purchased Asset, and the Purchaser hereby accepts such sale, assignment, transfer, conveyance, grant and delivery. The Purchased Asset shall vest in the Purchaser free and clear of all liens, charges, mortgages, security interests, encumbrances, claims, and interests of any kind whatsoever (other than the non-exclusive access in respect to certain data that was provided to FR Aviation Limited (trading as Draken ("**Draken**")) pursuant to the Intellectual Property and Data Assignment Agreement between Field Aviation Company Inc. and Draken (the "**Draken Data Agreement**") dated June 5, 2026 (as amended and restated) as more specifically described in Schedule "B" hereto (the "**Non-Exclusive Data**")), pursuant to an Order to be obtained from the Court by the Vendor (the "**Approval and Vesting Order**"). The Vendor represents and warrants that (1) the Vendor has good and marketable title to the Purchased Asset and the authority to transfer it to Purchaser pursuant to the Approval and Vesting Order, if granted by the Court, free and clear of all liens, claims, and encumbrances; (2) no consent other than those set out in Schedule "D" is required to effect the transfer; (3) to the Vendor's knowledge, the transfer of the Purchased Asset as contemplated will not infringe any third-party intellectual property rights; (4) the Vendor has received no written notice of suspension, revocation, or cancellation from any aviation authority that remains outstanding with respect to the Purchased Asset; (5) other that pursuant to the Intellectual Property and Data Assignment between Draken and the Vendor, Vendor has not granted to any third party any licence, option, or other right in or to the Purchased Asset.

2. As consideration for the sale, assignment, transfer, conveyance and delivery by the Vendor to the Purchaser of the Purchased Asset contemplated by this Bill of Sale, the Purchaser shall pay to the Proposal Trustee the Purchase Price in an account specified in writing by the Proposal Trustee, in the following installments:

   a. A deposit of US$21,000 (the "**Deposit**") within two (2) business days of execution of this Bill of Sale; and

   b. the balance of the Purchase Price, being US$189,000, plus all applicable goods and services tax or harmonized sales tax ("**GST/HST**"), within two (2) business days of the Court granting the Approval and Vesting Order.

3. For the avoidance of doubt, the Purchaser does not assume, and shall not be liable for, any debts, liabilities, obligations, claims, demands, costs, expenses, actions or causes of action of the Vendor or any other person of any kind or nature, whether known or unknown, absolute or contingent, accrued or unaccrued, determined or undetermined, liquidated or unliquidated, secured or unsecured, due or to become due, and whether arising before, on or after the date of this Bill of Sale, in each case arising out of, relating to or in connection with the Purchased Asset prior to the vesting of the Purchased Asset in the Purchaser pursuant to the Approval and Vesting Order, all of which shall remain the sole responsibility and liability of the Vendor.

II. NO REPRESENTATIONS OR WARRANTIES

4. The Purchaser hereby acknowledges, accepts and agrees that:
    a. Except as otherwise provided in this Bill of Sale, there is no guarantee or warranty given by the Vendor or the Proposal Trustee, express or implied, with respect to the Purchased Asset;
    b. Except as otherwise provided in this Bill of Sale, the Purchased Asset is being sold, assigned, transferred and conveyed on an "as is, where is" basis, without surviving representations or warranties of any kind, nature or description; and
    c. the Purchaser has had the opportunity to inspect the Purchased Asset, is relying solely on its own inspection and investigations concerning the Purchased Asset, and accepts the Purchased Asset in its current condition.

III. COURT APPROVAL

5. The obligations of the Parties to complete the Transaction are conditional upon the Court granting an Approval and Vesting Order authorizing the sale and vesting of the Purchased Asset in the Purchaser free and clear of all claims, liens, charges, encumbrances and other interests.

6. The Purchaser shall reasonably cooperate with the Vendor and the Proposal Trustee in seeking the Approval and Vesting Order. If the Approval and Vesting Order is not obtained, the Purchaser may elect to terminate this Bill of Sale and the Proposal Trustee shall return the Deposit or the Purchase Price (as the case may be) to the Purchaser, without interest or deduction, within two (2) business days and, upon such return of the Deposit or the Purchase Price (as the case may be), neither Party shall have any further rights, obligations or liabilities to the other arising out of this Bill of Sale.

IV. ADDITIONAL COVENANTS

7. If the Purchaser fails or refuses to complete the Transaction in accordance with this Bill of Sale for any reason other than the failure to obtain the Approval and Vesting Order contemplated by Article III or pursuant to clause 10 hereto, the Deposit shall be forfeited to the Vendor and the Vendor shall be entitled to retain the Deposit as liquidated damages and not as a penalty.

8. The Vendor shall use commercially reasonable efforts to obtain any consents and approvals required to complete the transfer of the Purchased Asset that remain necessary after the issuance of the Approval and Vesting Order. If requested in writing by the Vendor, the Purchaser shall provide reasonable cooperation and assistance to the Vendor in obtaining such consents and approvals. The Purchaser shall, as promptly as practicable, make or cause to be made any filings, applications or submissions required under applicable law in connection with the transfer of the Purchased Asset and shall

request any expedited processing available. The Vendor shall execute and deliver such further documents and take such further actions as may reasonably be required to give effect to this Bill of Sale and the transfer of the Purchased Asset to the Purchaser, including providing any transfer endorsements and transfer application forms required by Transport Canada to record the transfer of the Purchased Asset to the Purchaser following closing.

9. The Vendor shall deliver, at or prior to closing and in any event prior to the entry of the Approval and Vesting Order, a "No-Interest Letter" from Draken in form and substance satisfactory to the Purchaser, addressed to the Purchaser, confirming that Draken has no ownership, security interest, lien, encumbrance, claim, or other interest in or to the Purchased Asset (including all related data and intellectual property), other than the right to access in respect of the Non-Exclusive Data. If such No-Interest Letter is not delivered, the Purchaser may elect to terminate this Bill of Sale and the Proposal Trustee shall return the Deposit to the Purchaser in accordance with clause 6.

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

11. This Bill of Sale shall enure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

12. This Bill of Sale may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, transmitted by PDF, or executed by electronic signature (including through an electronic signature platform), and the Parties shall treat signatures received by PDF or electronic means as original signatures of the Parties.

[*Remainder of page is left intentionally blank*]

IN WITNESS WHEREOF the Parties have executed this Bill of Sale as of the date first written above.

FIELD AVIATION COMPANY INC.

Per: John Mactaggart
Name: John Mactaggart
Title: CEO
I have the authority to bind this corporation.

FIELD AVIATION EAST LTD.

Per: John Mactaggart
Name: John Mactaggart
Title: CEO
I have the authority to bind this corporation.

VOYAGEUR AVIATION CORP.

Per: ____________________________
Name:
Title:
I have the authority to bind this corporation.

IN WITNESS WHEREOF the Parties have executed this Bill of Sale as of the date first written above.

FIELD AVIATION COMPANY INC.

Per: ____________________________
Name:
Title:
I have the authority to bind this corporation.

FIELD AVIATION EAST LTD.

Per: ____________________________
Name:
Title:
I have the authority to bind this corporation.

VOYAGEUR AVIATION CORP.

Per: ____________________________
Name: Cory Cousineau
Title: President
I have the authority to bind this corporation.

Reviewed by
Legal
EK
23JUL2026

Schedule "A"

Purchased Asset

Supplemental Type Certificate No.	Issue	Issue Date	Project Title	Holder	Make	Model
O-LSA15-135/D	3	August 15, 2016	AMSA MPA Provisions	Field Aviation East Ltd.	Bombardier	CL-600

together with all related data and data rights and any and all background intellectual property owned by the Vendor that is necessary to use, exploit, maintain, support, certify, modify, manufacture and enforce Purchaser's rights in the Purchased Asset, including, for greater certainty, all technical data, drawings, instructions, manuals, engineering data, specifications, test reports, regulatory correspondence and submissions, digital files and databases, and all copies and embodiments thereof in any media.

Schedule "B"
Non-Exclusive Data

"Non-Exclusive Data" means Field's pre-existing development documentation, intellectual property, information, materials, plans, drawings, designs, reports and data sets, together with any materials developed in the ordinary course that are of general application and are used, or are capable of being used, in Field's business operations as itemized as 'Non-Exclusive' in Schedule "A" to the Draken Data Agreement and attached to this Schedule "B: as Attachment 1.

Attachment 1

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

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

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

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

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

MASTER DATA LIST

EW MISSION EXTERNAL SHAPES

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

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

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

1.2 WIRING DIAGRAMS

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

1.3 REPORTS

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

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

2.0 MANUFACTURING DOCUMENTS

2.1 DRAWINGS

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

2.1.1 ANTENNA RELOCATION

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

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

2.1.2 BELLY RADOME

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

5125-102	-	Attachment Ring	Non-exclusive

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

2.1.3 CERTIFICATION

Not Applicable.

2.1.4 FWD RADOME

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

2.1.5 RWR ANTENNA

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

2.1.6 STRAKE

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

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

2.1.7 TAIL STINGER

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

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

2.2 REPORTS

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

3.0 CERTIFICATION REPORTS

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

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

MASTER DATA LIST

C604 MISSION SYSTEM SUITE - CO1

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

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

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

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

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

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

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

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

1.2 WIRING DIAGRAMS

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

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

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

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

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

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

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

2.0 MANUFACTURING DOCUMENTS

2.1 DRAWINGS

Number	Rev	Title	Exclusive/Non-Exclusive

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

2.1.1 ANTENNA RELOCATION (CAA)

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

2.1.10 MISSION SYSTEM

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

2.1.11 OP CONSOLE

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

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

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

2.1.12 RACKS AND SEATS

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

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

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

2.1.13 RADAR

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

SK3705	A	Airshow Avionics Base Plate ASSY	Exclusive

2.1.14 RWR ANTENNA

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

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

2.1.15 RWR DISPLAY

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

2.1.16 TCAS

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

2.1.17 UHF

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

331000015	IR	Bracket Assembly	Exclusive
331000016	IR	Bracket	Exclusive

2.1.2 CARGO INTERIOR

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

2.1.3 CERTIFICATION

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

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

2.1.4 COMJAM

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

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

2.1.5 ECS

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

2.1.6 G METER

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

2.1.7 GPS/INS

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

2.1.8 JUMP SEAT

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

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

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

2.1.9 MISSION POWER

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

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

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

3.0 CERTIFICATION REPORTS

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

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

Number	Rev	Title	Exclusive/Non-Exclusive
26600316	B	Comjam - System Safety Assessment And Electrical System Substantiation	Exclusive
26600317	B	Electronic Attack Jamming System - System Safety Assessment	Exclusive
26600319	C	TCAS Audio Inhibit - System Safety Report	Exclusive
26600320	E	Zonal Safety Analysis	Exclusive
26600402	A	Cabin Seating Safety Assessment	Exclusive
26600403	B	Non-Rechargeable Lithium Batteries Installation - Safety Assessment	Exclusive
26600404	B	Safety Assessment Of Smoke And ECS Flight Test Equipment	Exclusive
26600500	B	Flammability Qualification Report - Ew Missionized Aircraft	Exclusive
26600601	B	ECS - Heat Load Report	Exclusive
26600602	A	Cabin Inspection Plan	Exclusive
26600603	IR	Cabin Inspection Report	Exclusive
26600604	G	Safety Analysis Fuel Tank Ignition Prevention Report	Exclusive
26602000	A	EMI/EMC Test Plan	Exclusive
26602001	IR	EMI/EMC Flight Test Plan	Exclusive
26602101	B	Ground Test Plan Environmental Control System	Exclusive
26602103	B	ICS And Jump Seat - Ground Test Plan	Exclusive
26602104	IR	UHF - Ground Test Plan	Exclusive
26602105	IR	Mission Power - Ground Test Plan	Exclusive
26602109	IR	GPS/INS - Ground Test Plan	Exclusive
26602114	IR	Rwr Antenna Ground Test Plan	Exclusive
26602115	IR	Radar - Ground Test Plan	Exclusive
26602116	B	Comjam - Ground Test Plan	Exclusive
26602117	B	Electronic Attack Jamming System - Ground Test Plan	Exclusive
26602120	A	Flight Deck Human Machine Interface Assessment Plan	Exclusive

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

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

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

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

MASTER DATA LIST

C604 MISSION SYSTEM SUITE - CO3

1.0 INSTALLATION, MAINTENANCE AND OPERATING DOCUMENTS

1.1 INSTALLATION DRAWINGS

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

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

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

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

1.2 WIRING DIAGRAMS

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

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

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

1.3 REPORTS

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

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

2.1.1 CERTIFICATION

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

2.1.10 RWR ANTENNA

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

SK3690	C	Hinge Rework - MRB 4787	Exclusive

2.1.11 TCAS

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

2.1.12 UHF

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

2.1.2 COMJAM

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

2.1.3 ECS

2.1.4 INTERIOR

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

2.1.5 JUMP SEAT

Number	Rev	Title	Exclusive/Non-Exclusive

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

2.1.6 MISSION POWER

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

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

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

2.1.7 OP CONSOLE

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

2.1.8 RACKS AND SEATS

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

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

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

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

2.1.9 RADAR

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

2.2 REPORTS

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

3.0 CERTIFICATION REPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Tool/Fixture ID	Rev	Description	Exclusive/Non-Exclusive
64969-201	Latest	Tail Master left (Systima)	Exclusive
64969-202	Latest	Tail Master Right (Systima)	Exclusive
64692	Latest	Belly Tool Fixture Machining (Systima)	Exclusive

Schedule "C"
Form of No-Interest Letter

Date: [•]
To: Voyageur Aviation Corp.
Attention: [•]
Address: [•]
Re: No-Interest Letter — Purchased Asset

We refer to the contemplated transfer to Voyageur Aviation Corp. (the "Purchaser") of the Purchased Asset (as defined in the bill of sale made as of July●, 2026 between FIELD AVIATION EAST LTD. and FIELD AVIATION COMPANY INC. (together, "Field" or the "Vendor") and the Purchaser (the "Bill of Sale")). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Bill of Sale.

1. No Interest. FR Aviation Limited (trading as Draken) ("Draken") hereby confirms and agrees that it has no ownership, security interest, lien, encumbrance, claim, or other interest of any kind whatsoever in or to the Purchased Asset, including all related data and intellectual property described in Schedule "A" to the Bill of Sale.

2. Non-Exclusive Data. For greater certainty, the foregoing is subject only to the non-exclusive access in respect to certain data that was provided to Draken pursuant to the Intellectual Property and Data Assignment Agreement between Field Aviation Company Inc. and Draken dated June 5, 2026 (as amended and restated), as more specifically described in Schedule "B" to the Bill of Sale. Nothing in this letter confers on Draken any ownership or exclusive rights in the Purchased Asset.

3. Reliance; Deliverability. Draken acknowledges that the Purchaser may rely on this letter in connection with the Approval and Vesting Order and the completion of the Transaction contemplated by the Bill of Sale, and consents to the inclusion of this letter in the closing record.

This letter is delivered as of the date first written above.

FR Aviation Limited (trading as Draken)

By: ______________________________

Name:

Title:
I have the authority to bind the corporation.

Schedule "D"
Consent and Approvals

Approval from Transport Canada (inclusive of Transport Canada Civil Aviation) with respect to the transfer of the Purchased Asset.

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL AFFIDAVIT OF JOHN MACTAGGART
(Sworn July 23, 2026)

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

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

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

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

Lawyers for the Field Entities

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

AFFIDAVIT OF DENNA JALILI
Affirmed July 23, 2026

I, **DENNA JALILI,** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a lawyer with the law firm of Thornton Grout Finnigan LLP, lawyers for Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. and as such, have knowledge of the matters deposed hereinafter. Where I rely on the information or belief of others, I state the source and verily believe same to be true.

2. Attached hereto as Exhibit "**A**" is a copy of an insurance policy issued by Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch to Field Canada.

3. Attached hereto as Exhibit "**B**" is a copy of an insurance policy issued by Arch Insurance Group to Field Aerospace, Inc.

4. I have been advised by management for Field Canada and Field Aerospace, Inc. that they are in the process of extending both of the aforesaid insurance policies to October 31, 2026.

AFFIRMED before me by Denna Jalili stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on July 23, 2026, in accordance with *O. Reg 431/20, Administering Oath or Declaration Remotely*

A Commissioner for taking affidavits	**DENNA JALILI**

This is Exhibit “A” referred to in the
Affidavit of Denna Jalili affirmed by Denna Jalili in the City of Toronto, in the Province of Ontario before me, in the City of Toronto, in the Province of Ontario this 23rd day of July, 2026 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

Swiss Re
Corporate Solutions

SP 5 369 0522

Swiss Re
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch
1000 – 150 King Street West
Toronto, ON M5H 1J9
Canada

August 12, 2025

Dear Megan Potts,

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch is pleased to provide to your company the enclosed policy for Field Aviation Company Inc's insurance coverage. For the purposes of the *Insurance Companies Act* (Canada), this document and all its enclosures were issued or made in the course of Swiss Re Corporate Solutions America Insurance Corporation's insurance business in Canada.

Sincerely,

James Gasco
Chief Agent and Managing Director

LOSS REPORTING PROCEDURES

Welcome to Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch. We would like to take this opportunity to share our loss-reporting procedures. In the event of a loss or potential loss, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form, please otherwise provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Date of Loss
- Location of Loss
- Brief Summary of the Loss
- Contact Name(s) and e-Mail Address(es) for New Loss Acknowledgement Letter

Forward the New Loss Details by one of the following methods:

By e-mail: ClaimsNAFinPro_CorporateSolutions@swissre.com

By Mail: Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch
Attention: Corporate Solutions Claims
150 King Street West
9th Floor Mailroom
Toronto, Ontario M5H 1J9

Please visit us on our website: www.swissre.com/corporatesolutions

This notice is for information only and does not become a part or condition of the policy.

EXECUTIVE AND ENHANCED ORGANIZATION LIABILITY POLICY DECLARATIONS

POLICY NUMBER: **DOP 1000112 01** **RENEWAL OF:** **DOP 1000112 00**

NOTICES:

This is a Claims Made policy. Coverage is limited to the following provided that each such event is reported to the **Insurer** as required by this **Policy**: (i) claims first made against an **Insured** during the **Policy Period** or the **Extended Reporting Period** (where exercised); (ii) **Pre-Claim Inquiries** first received by an **Insured Person** of an **Organization** during the **Policy Period** or the **Extended Reporting Period** (where exercised); and (iii) **Crises Events** and **Personal Reputation Crises** first occurring during the **Policy Period** or **Extended Reporting Period** (where exercised). The **Insurer** does not assume any duty to defend any **Claim**.

Covered **Defense Costs** and any other covered **Loss** shall reduce the limit of liability available to pay judgements, settlements or other **Loss**, and shall be applied against the Retention amount.

The sublimits or liability provided herein are part of, not in addition to, the limit of liability. Any amount paid for **Loss** that is subject to a sublimit of liability shall reduce the limit of liability.

The **Insurer** shall not be liable for **Defence Costs** or for the amount of any judgment, settlement or other **Loss** after the exhaustion of the limit of liability. The **Insurer** shall not be liable for any amount of **Loss** that is subject to a sublimit of liability after the exhaustion of the applicable sublimit of liability.

Item 1. Named Insured and Mailing Address:

Field Aviation Company Inc
2450 Derry Rd E
Mississauga ON L5S 1B2
Canada

Item 2. Policy Period:

From: July 31, 2025 To: July 31, 2026

at 12:01 A.M. Local Time at the Address of the **Named Insured** as set forth in Item 1 above**.**

Item 3. Limit of Liability:

CAD $1,371,900

Item 4. Retention:

(a) Insuring Agreement A Retention: $ 0

(b) Insuring Agreement B (**Securities Claims**) Retention: $ 68,595

Insuring Agreement B (all other **Claims**) Retention: $ 68,595

(c) Insuring Agreement C Retention: $ 68,595

(d) **Employment Practices Claim** Retention: $ 68,595

No retention shall apply to: (i) **Derivative Demand Investigation Costs** and **Books & Records Costs**; (ii) **Crisis Event Loss** and **Personal Reputation Expenses**; (iii) **Asset Protection Costs**; (iv) **Class Certification Event Study Costs** incurred in connection with a **Securities Claim** against an **Insured**; and (v) the first $25,000 incurred in connection with **E-Discovery Consultant Services**.

If an **Organization** fails or refuses to satisfy an applicable Retention under Insuring Agreement B, the **Insurer** shall advance the **Loss** of an **Insured Person** pursuant to Section VII.C. Refusal or Failure of the Organization to Indemnify.

Item 5. Prior or Pending Date:

July 7, 2020

Item 6. Premium: USD $5,000

Item 7. Sublimits of Liability:

(a) **Derivative Demand Investigation Costs** and **Books & Records Costs**, combined, are subject to a $250,000 aggregate sublimit of liability;

(b) **Asset Protection Costs** are subject to a $250,000 aggregate sublimit of liability and a $50,000 per **Executive** sublimit of liability;

(c) **Personal Reputation Expenses** are subject to a $500,000 aggregate sublimit of liability and a $100,000 per **Executive** sublimit of liability; and

(d) **Crisis Event Loss** is subject to a $100,000 aggregate sublimit of liability.

Item 8. Extended Reporting Period (other than the Run-Off Coverage Period):

Additional Period: One (1) Year

Additional Premium Amount for One (1) Year Period: 100% of the Full Annual Premium

Item 9. Policy Currency:

Canadian Dollars

Item 10. Notice of Claims, Potential Claims, Pre-Claim Inquiries, Crisis Events and Personal Reputation Crises to be sent to:

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch
Attention: Corporate Solutions Claims
150 King Street West
9th Floor Mailroom
Toronto, Ontario M5H 1J9
ClaimsNAFinPro_CorporateSolutions@swissre.com

Item 11. All other notices and correspondence to be sent to:

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch
150 King Street West
9th Floor Mailroom
Toronto, Ontario M5H 1J9
ClaimsNAFinPro_CorporateSolutions@swissre.com

Item 12. Forms and Endorsements:

This Declaration together with the policy conditions, policy forms and endorsements, stated below, if any issued, constitute the above numbered policy:

Refer to Schedule of forms and endorsements.

Brokerage: Purves Redmond Limited
70 University Avenue, Suite 400
Toronto, ON M5J 2M4
Canada

Issued Date: August 12, 2025

For the purposes of the *Insurance Companies Act* (Canada), this document and all its enclosures were issued or made in the course of Swiss Re Corporate Solutions America Insurance Corporation's insurance business in Canada.

By: ____________________
Tyler Johnston
Senior Vice President- Head FinPro & Casualty Canada

For the purposes of the *Insurance Companies Act* (Canada), this document and all its enclosures were issued or made in the course of Swiss Re Corporate Solutions America Insurance Corporation's insurance business in Canada.

By: ____________________
James Gasco
Chief Agent

On behalf of Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

SCHEDULE OF FORMS AND ENDORSEMENTS

DOPCAN-001 0525	Executive and Enhanced Organization Liability Policy Declarations
SPPC0016 0122	Schedule
DOPCAN-002 0525	Executive and Enhanced Organization Liability Policy
SP00159 0124	International Trade or Economic Sanctions Endorsement
SP00160 (12/23)	Service Of Suit
MF 12 716 0916	Tie-In of Limits Endorsement

EXECUTIVE AND ENHANCED ORGANIZATION LIABILITY POLICY

In consideration of the payment of the premium and the terms and conditions of this **Policy**, the insurance company (the **Insurer**) indicated in the Declarations and the **Insureds** agree as follows:

SECTION I: INSURING AGREEMENTS

A. Executive Liability

The **Insurer** shall pay, on behalf of any **Insured Person**, **Loss** that no **Organization** has indemnified or paid resulting from any:

1. **Claim** first made against the **Insured Person** during the **Policy Period** or the **Extended Reporting Period** (where exercised) for any **Wrongful Act** of such **Insured Person**; and/or
2. **Pre-Claim Inquiry** first received by the **Insured Person** during the **Policy Period** or the **Extended Reporting Period** (where exercised), only to the extent that such **Loss** is **Pre-Claim Inquiry Costs**.

B. Organization Reimbursement

The **Insurer** shall pay, on behalf of an **Organization**, **Loss** resulting from any:

1. **Claim** first made against any **Insured Person** during the **Policy Period** or the **Extended Reporting Period** (where exercised) for any **Wrongful Act** of such **Insured Person**; and/or
2. **Pre-Claim Inquiry** first received by any **Insured Person** during the **Policy Period** or the **Extended Reporting Period** (where exercised), only to the extent that such **Loss** is **Pre-Claim Inquiry Costs**;

but only to the extent that such **Organization** has indemnified or paid such **Loss** on behalf of the **Insured Person**.

C. Organization Liability

The **Insurer** shall pay, on behalf of an **Organization, Loss** resulting solely from any **Securities Claim** first made against such **Organization** during the **Policy Period** or the **Extended Reporting Period** (where exercised) for a **Wrongful Act** of such **Organization**.

Without limiting the foregoing, coverage otherwise afforded under this Insuring Agreement C. applies to **Defence Costs** incurred by an **Organization** named as a nominal defendant in a **Derivative Suit**, provided such **Defence Costs** coverage shall be subject to the Retention for Insuring Agreement C. stated in Item 4(c) of the Declarations.

SECTION II: COVERAGE EXTENSIONS

A. Outside Executive Liability

Subject to their other terms and conditions, Insuring Agreements A. and B. include coverage for an **Outside Executive** while serving in that capacity. Any such coverage shall be specifically excess of any indemnity and any valid and collectible insurance available from or provided by the **Outside Entity** in which the **Outside Executive** serves.

B. Crisis Event Coverage

The **Insurer** shall pay the **Crisis Event Loss** of an **Organization** and the **Personal Reputation Expenses** of an **Executive** that arises from a **Crisis Event** or **Personal Reputation Crisis**, respectively, first occurring during the **Policy Period** or **Extended Reporting Period** (where exercised), subject to the respective **Crisis Event Loss** and **Personal Reputation Expenses** sublimits of liability stated in Item 7 of the Declarations. No Retention shall apply to **Crisis Event Loss** or **Personal Reputation Expenses**.

C. **Derivative Investigation Costs and Books & Records Costs**

The **Insurer** shall pay, on behalf of an **Organization**:

1. **Derivative Demand Investigation Costs** incurred by or on behalf of the **Organization** in response to a **Derivative Demand** first received during the **Policy Period** or the **Extended Reporting Period** (where exercised); and

2. **Books & Records Costs** incurred by or on behalf of the **Organization** in response to a **Books & Records Demand** first received during the **Policy Period** or the **Extended Reporting Period** (where exercised).

The **Insurer's** maximum aggregate liability under this **Policy** for all **Derivative Demand Investigation Costs** and all **Books & Records Costs**, combined, shall be the aggregate sublimit of liability stated in Item 7 of the Declarations. No Retention shall apply to any **Derivative Demand Investigation Costs** or **Books & Records Costs**.

SECTION III: DEFINITIONS

A. **Activist Investor Aggression** means a Schedule 13-D filing filed with the Securities Exchange Commission or any similar federal, provincial, territorial, state, local or foreign regulatory agency by a shareholder or group of shareholders of an **Organization** who, in the good faith written opinion of the Chief Financial Officer of an **Organization**, are likely to exercise their rights as shareholders through (i) requests for dialogues with **Executives**, or (ii) formal shareholder proposals for inclusion in an **Organization's** proxy filings.

B. **Application** means any written materials submitted to the **Insurer** in connection with the underwriting of this **Policy**. **Application** shall also include all publicly available documents filed by an **Organization** with the U.S. Securities and Exchange Commission, the Ontario Securities Commission, or any similar federal, provincial, territorial, state, local or foreign regulatory agency during the twelve (12) months preceding the effective date of this **Policy**.

C. **Asset Protection Costs** means reasonable expenses, fees and costs consented to by the **Insurer** (which consent shall not be unreasonably withheld or delayed) and incurred by an **Executive** to oppose efforts by an **Enforcement Body** to seize or otherwise enjoin the personal assets or property of such **Executive**, or to obtain the revocation or discharge of a court order entered during the **Policy Period** in any way impairing the use of such assets or property; provided that such expenses, fees and costs arise from a **Claim**.

D. **Books & Records Costs** means reasonable fees, costs and expenses incurred by the **Organization** in response to a **Books & Records Demand**.

E. **Books & Records Demand** means a written demand against an **Organization** pursuant to Section 220 of the Delaware General Corporation Law, the Canada Business Corporation Act (or any similar provincial, territorial, state, local or foreign statute) made by or on behalf of any shareholder of the **Organization**, or other person authorized under such statute, to inspect the books and records of the **Organization**.

F. **Canadian Criminal Code Section 217.1 Costs** means **Defence Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defence, and/or appeal of a **Claim** against an **Organization** pursuant to Section 217.1 of the Criminal Code of Canada (as amended by Bill C-45).

G. **Claim** means:

1. a written demand (other than a **Derivative Demand**, subpoena or other investigatory request for information or documents) against an **Insured** for monetary, non-monetary or injunctive relief, including but not limited to a written demand for mediation, arbitration or any other alternative dispute resolution procedure and/or a request to toll or waive any statute of limitations;

2. a civil, criminal, arbitration, administrative or regulatory proceeding (other than an investigation) against an **Insured** for monetary, non-monetary or injunctive relief commenced by:

   a. service of a complaint or similar pleading;

   b. in the case of a criminal proceeding, an arrest, return of an indictment, information or similar document; or

   c. the receipt or filing of a notice of charges or similar document;

3. a civil, criminal, administrative or regulatory investigation of an **Insured Person** commenced by:

   a. the **Insured Person** being identified in writing by an **Enforcement Body** as a subject of an investigation, including but not limited to a target letter, Wells Notice or similar document; or

   b. a subpoena or equivalent document being served upon an **Insured Person** seeking testimony or documents in connection with a formal or informal investigation by an **Enforcement Body**;

4. the arrest and detainment or incarceration for more than twenty-four (24) hours of an **Insured Person** by any law enforcement authority in connection with the business of an **Organization**; and

5. an official request for **Extradition** of any **Insured Person**, or the execution of a warrant for the arrest of an **Insured Person** when such execution is an element of the **Extradition**;

for a **Wrongful Act**, including any appeal therefrom. Solely with respect to coverage under Insuring Agreements A.2 and B.2, **Claim** also means a **Pre-Claim Inquiry**.

H. **Class Certification Event Study Costs** means the reasonable fees, costs and expenses consented to by the **Insurer** (such consent shall not be unreasonably withheld or delayed) and incurred by an **Insured** to hire an expert witness to conduct an event study with respect to class certification in a **Securities Claim**.

I. **Complainant** has the meaning as defined in Section 238 of the Canada Business Corporations Act or similar provision of any Canadian provincial or territorial business corporations' statute.

J. **Crisis Event** means:

1. a **Delisting Crisis**; or

2. a public announcement of one of the following events which, in the good faith opinion of the Chief Financial Officer of an **Organization**, caused or is reasonably likely to cause within a twenty-four (24) hour period the price per share of that **Organization's** common stock to decrease by the greater of $2.00, or fifteen percent (15%) net of the percentage change in the Standard & Poor's Composite Index or TSX Composite Index:

   a. an **Organization's** past or future earnings or sales which is substantially less favourable than any of the following: (i) an **Organization's** prior public projections or statements concerning earnings or sales for such period; (ii) an outside securities analyst's published estimate of that **Organization's** earnings or sales; or (iii) an **Organization's** prior year's earnings or sales for the same period;

   b. the commencement of or threat to commence litigation or governmental proceedings against an **Organization**;

   c. an unsolicited written offer or bid by any person or entity (other than an **Insured** or any affiliate of any **Insured**) to an **Executive** of an **Organization** to effect a **Transaction** of the **Named Insured**. Unsolicited takeover bids shall include such offers that are privately made to an **Executive** of an **Organization**;

   d. an unforeseen loss of: (i) a major customer or client of an **Organization**; (ii) a major contract of an **Organization** with a third party; or (iii) an **Organization's** intellectual property rights for a copyright, trademark or patent, other than by expiration;

   e. the unforeseen delay in the production of a major product of an **Organization** or the recall of a major product sold by an **Organization**;

   f. any accusation that an **Organization** and/or its product and/or services have caused: (i) the bodily injury, emotional distress, sickness, disease and/or death of a group of persons; or (ii) damage to or destruction of any tangible group of properties, including the loss of use thereof;

   g. the layoff of an **Organization's Employees**;

   h. the death or resignation of one or more essential **Executives** of an **Organization**;

   i. the elimination or suspension of a regularly scheduled dividend previously being paid by an **Organization**;

j. an **Organization's** intent to write off a material amount of its assets;

k. an **Organization's** default or intent to default on its debt, or that an **Organization** intends to engage in a debt restructuring;

l. an **Organization's** intent to file for bankruptcy protection, that a third party is seeking to file for involuntary bankruptcy on behalf of an **Organization**, or either voluntary or involuntary bankruptcy proceedings are imminent; or

m. **Activist Investor Aggression**.

A **Crisis Event** shall first occur when an **Organization** or any of its **Executives** shall first become aware of such **Crisis Event**. A **Crisis Event** shall conclude once any **Crisis Management Firm** advises an **Organization** that such **Crisis Event** no longer exists or when the sublimit for **Crisis Event Loss** has been exhausted, whichever occurs first.

No coverage is provided for any **Crisis Event** that relates in any way to a **Claim** which has been reported, or for any circumstances of which notice has been given, under any policy of which this **Policy** is a renewal or replacement or which it may succeed in time.

K. **Crisis Event Loss** means the following amounts incurred during the pendency of a **Crisis Event** for which an **Organization** is legally liable:

1. the reasonable fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Organization**;

2. the reasonable fees and expenses incurred in the printing, advertising or mailing of materials intended to minimize or correct the adverse effects of a **Crisis Event**; and

3. travel costs incurred by **Executives**, **Employees** or agents of an **Organization** or of the **Crisis Management Firm** arising from or in connection with the **Crisis Event**.

L. **Crisis Management Firm** means any public relations firm or law firm whose retention has been approved by the **Insurer**.

M. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising an **Insured** or any employee of an **Organization** on minimizing potential harm to an **Organization** from the **Crisis Event**, or the harm to an **Executive** from a **Personal Reputation Crisis**, and solely with respect to a **Delisting Crisis**, any legal services performed by a **Crisis Management Firm** in responding to a **Delisting Crisis**.

N. **Defence Costs** means reasonable fees, including but not limited to expert fees and other costs, charges and expenses (including those incurred in connection with **E-Discovery Consultant Services** and premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) incurred:

1. by or on behalf of an **Insured** in the investigation, adjustment, defence and/or appeal of any **Claim**, including:

   a. **SOX 304/Dodd-Frank 954 Costs**; or

   b. costs incurred by an **Insured Person** legally opposing, challenging, resisting or defending any request or effort to obtain the **Extradition** of that **Insured Person**, or appealing any order or other grant of **Extradition** of that **Insured Person.**

Defence Costs will not include an **Organization's** overhead expenses or any salaries, wages, fees, or benefits of its **Executives** or **Employees**, any **Pre-Claim Inquiry Costs**, **Derivative Demand Investigation Costs** or **Books & Records Costs**.

O. **Delisting Crisis** means written notice to an **Organization** that such **Organization's** securities will be, or have been, delisted from one of the following stock exchanges at the initiation of such exchange: NASDAQ; the New York Stock Exchange; the Toronto Stock Exchange (TSX) or any similar equivalent national or global stock exchange.

P. **Derivative Demand** means a written demand by one or more shareholders of an **Organization** or any **Complainant** upon the board of directors of the **Organization** to initiate a lawsuit on behalf of the **Organization** against any **Insured Person** for a **Wrongful Act**.

Q. **Derivative Demand Investigation** means an investigation by an **Organization** (including its board of directors or any committee of its board of directors) to determine whether it is in the **Organization's** best interest to prosecute the allegations made by a shareholder of the **Organization** or any **Complainant** in a **Derivative Demand**. A **Derivative Demand Investigation** shall be deemed first made upon the receipt by an **Organization** of a **Derivative Demand**.

R. **Derivative Demand Investigation Costs** means reasonable fees, costs and expenses incurred by or on behalf of an **Organization**, including by a special litigation committee, in connection with a **Derivative Demand Investigation**.

S. **Derivative Suit** means a lawsuit brought derivatively on behalf of an **Organization** by a shareholder of such **Organization** or **Complainant**.

T. **E-Discovery Consultant Services** means only the following services performed by an **E-Discovery** consultant firm in connection with a **Claim**, provided such consultant firm and such services are consented to by the **Insurer** (such consent not to be unreasonably withheld or delayed):

1. assisting an **Insured** with managing and minimizing the costs associated with the development, collection, storage, organization, preservation and/or production of electronically stored information ("**E-Discovery**");

2. serving as project manager, advisor and/or consultant to an **Insured**, defence counsel or the **Organization** in developing, executing and monitoring an **E-Discovery** strategy, including interviewing qualified and cost effective **E-Discovery** vendors; and

3. such other services provided by the **E-Discovery** consultant firm that the **Insured**, the **Insurer** and the **E-Discovery** consultant firm agree are reasonable given the circumstances of the **Claim**.

U. **Employee** means any past, present or future full-time, part-time, seasonal and/or temporary employee of an **Organization**.

V. **Employment Practices Claim** means a **Claim** alleging any **Employment Practices Wrongful Act** and/or a **Third Party EPL Violation**.

W. **Employment Practices Wrongful Act** means any actual or alleged:

1. actual or constructive wrongful dismissal, discharge or termination of employment, including breach of an implied employment contract;

2. harassment, including workplace bullying, sexual harassment, hostile work environment or otherwise;

3. employment-related discrimination, whether based on age, gender, race, colour, national origin, religion, sexual orientation or preference, pregnancy, disability or other protected class;

4. retaliatory act by an **Insured** alleged to be in response to any of the following activities: (i) the disclosure or threat of disclosure by an **Employee** of an **Organization** or an **Outside Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, provincial, territorial, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (ii) the actual or attempted exercise by an **Employee** of an **Organization** or an **Outside Entity** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; (iii) the filing of any claim under the Federal False Claims Act or any other federal, provincial, territorial, state, local or foreign "whistle-blower" law; or (iv) strikes of an **Employee** of an **Organization** or an **Outside Entity**.

5. employment-related misrepresentation(s) to an **Employee** of an **Organization**;

6. employment-related libel, slander, humiliation, defamation or invasion of privacy;

7. wrongful failure to employ or promote;

8. wrongful deprivation of career opportunity within an **Organization**, wrongful demotion or evaluation of an **Employee**, including the giving of negative or defamatory statements in connection with an **Employee** reference;

9. wrongful discipline;

10. failure to grant tenure; or

11. with respect to any of the foregoing items (1) through (10) of this definition: negligent hiring; retention; training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights.

An act enumerated in items (1) through (11) of this definition shall only constitute an **Employment Practices Wrongful Act** when such act is actually or allegedly committed against an **Employee** of an **Organization** or an **Outside Entity**, or an applicant for employment with an **Organization** or an **Outside Entity**, whether committed directly, indirectly, intentionally or unintentionally.

X. **Enforcement Body** means any federal, provincial, territorial, state, or local law enforcement or governmental regulatory authority worldwide (including but not limited to the Ontario Securities Commission or any equivalent provincial or territorial commission, the U.S. Department of Justice, the U.S. Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities or commodities exchange or similar self-regulatory organization.

Y. **Environmental Remediation Costs** means the reasonable and necessary cleanup costs constituting **Non-Indemnifiable Loss** incurred by an **Insured Person** to comply with an **Environmental Remediation Order** enforced against such **Insured Person** that the **Organization** has failed or refused to advance or indemnify due to the **Organization's** financial insolvency, where such costs are insurable under the law pursuant to which this **Policy** is construed.

Z. **Environmental Remediation Order** means a remediation order issued against, an **Insured Person** by the Director, Ministry of the Environment, pursuant to Section 17 and Section 18 of the Ontario Environmental Protection Act (or any equivalent section of any similar Canadian provincial or territorial environmental law).

AA. **Executive** means any past, present or future:

1. duly elected or appointed director (including shadow directors as defined by Section 741 of the United Kingdom's Companies Act 1985 as amended, de facto directors, and prospective directors identified in an **Organization** prospectus or similar offering document), officer, in-house general counsel, risk manager, controller, trustee, regent or governor of an **Organization**;

2. manager, member of any board of managers or the equivalent executive of an **Organization** that is a limited liability company or a joint venture;

3. official of an **Organization**, including an **Organization** organized or operated in a **Foreign Jurisdiction**, while serving in a functionally equivalent position to those described in subsections (1) or (2), above; and

4. **Executive** as defined in subsections (1) through (3) above or any **Employee** of an **Organization**, while serving as a member of any internal committee established by and for such **Organization**, including but not limited to the **Organization's** audit committee as that committee is described in Securities and Exchange Commission Release No. 34-42266-Audit Committee Disclosure Rule.

BB. **Extended Reporting Period** means the period for the extension of coverage (where exercised) described in Section VI.G. Extended Reporting Period of this **Policy** and shall include the **Run-Off Coverage Period** (where exercised) described in Section VII.P.4. Material Changes in Conditions.

CC. **Extradition** means any formal process by which an **Insured Person** located in any country is surrendered or sought to be surrendered to any other country for trial or otherwise to answer any criminal accusation.

DD. **Financial Insolvency** means the **Organization** becoming a debtor in possession, or the equivalent status (as described in the Companies' Creditors Agreement Act (Canada) or the Bankruptcy and Insolvency Act (Canada) or in Chapter 11 of the United States Bankruptcy Code or the equivalent in any **Foreign Jurisdiction**), or the appointment, pursuant to provincial, state, or federal law, of a receiver, conservator, liquidator, trustee, rehabilitator or other official to control, supervise, manage or liquidate the **Organization.**

EE. **Foreign Jurisdiction** means any jurisdiction other than Canada or the United States of America or any of its territories.

FF. **Insured** means any: (i) **Insured Person**; or (ii) **Organization**.

GG. **Insured Person** means any natural person who was, is or shall be any:

1. **Executive**;
2. **Outside Executive**;
3. **Employee**, but solely with respect to: (i) **Securities Claims**; (ii) any **Claim** other than a **Securities Claim** while such other **Claim** is brought and maintained against both such **Employee** and an **Executive** and/or **Outside Executive**; and/or (iii) **Pre-Claim Inquiries**; or
4. **Employee** of any **Subsidiary** that is incorporated and/or domiciled in the United Kingdom with respect to **Wrongful Acts** committed by such **Employee** in their capacity as a "shadow director" as defined under Section 741 of the United Kingdom's Companies Act 1985, as amended.

HH. **Loss** means:

1. **Pre-Claim Inquiry Costs**;
2. **Crisis Event Loss** and **Personal Reputation Expenses**;
3. **UK Manslaughter Defence Costs**, **Canadian Criminal Code Section 217.1 Costs** and **Ontario Occupational Health and Safety Act Costs**;
4. any damages, judgments, award of pre-judgment interest and post-judgment interest, settlements, **Defence Costs** or any other amounts that any **Insured** is legally obligated to pay as the result of a **Claim**, including:
    a. punitive, exemplary and multiplied damages, where insurable by law;
    b. that portion of any settlement or judgment which represents the plaintiff's lawyers' fees; and
    c. **Asset Protection Costs** incurred by an **Executive**, subject to the respective sublimit of liability per **Executive** and aggregate sublimit of liability stated in Item 7 of the Declarations;

Notwithstanding the foregoing, **Loss** (other than **Defence Costs**) shall not include:

1. any amount for which the **Insured** is not financially liable;
2. fines, penalties, or taxes imposed by law, provided that **Loss** will specifically include:
    a. civil fines or penalties assessed against any **Insured Person** for an unintentional and non-willful violation of any federal, provincial, territorial, state, local or foreign law, including those described in (i) Section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act, Section 43 of the Ontario Retail Sales Tax Act or similar provisions of any other Canadian, provincial or territorial income tax or retail tax statute; (ii) Section 2(g)(2)(b) of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2(g)(2)(b); (iii) the United Kingdom's Bribery Act 2010 (2010 Chapter 23); and (iv) Section 308 of the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7246(a)); and
    b. solely with respect to **Loss** to which Insuring Agreement A. applies, fines, penalties or taxes that an **Insured Person** is obligated to pay if such fines, penalties or taxes are imposed in connection with such **Insured Person's** service with an insolvent **Organization** or as an **Outside Executive** with an insolvent **Outside Entity**;

3. expenses (including, but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**, hazardous materials or product defects, except for **Environmental Remediation Costs**; however, this paragraph shall not apply to any **Claim** for **Environmental Remediation Costs** otherwise covered under Insuring Agreement A;

4. any amount incurred by the **Insureds** that represents or is substantially equivalent to an increase in the consideration paid or proposed to be paid in connection with the purchase of any securities, assets or entity; however, this paragraph shall not apply to any **Claim** otherwise covered under Insuring Agreement A;

5. any amount which is:

   a. uninsurable under the law pursuant to which this **Policy** shall be construed; or

   b. uninsurable pursuant to any statement, policy or prohibition of an **Enforcement Body**.

   However, the **Insurer** shall not assert that, in a **Securities Claim** alleging (i) **Loss** due to the **Insured's** actual or alleged violation of Section 130 or 130.1 of the Ontario Securities Act R.S.O. 1990, C.S.5, or (ii) violations of Section 11, 12 or 15 of the Securities Act of 1933 as amended or similar provisions of any federal, provincial, territorial, state securities law, the portion of any amounts incurred by **Insureds** which is attributable to such violations constitutes uninsurable **Loss**;

6. the return of any amounts that an **Insured Person** is required to pay pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any rules or policies promulgated thereunder or adopted in connection therewith; and

7. costs incurred by an **Insured** to (i) comply with an order for non-monetary relief (including injunctive relief), or (ii) to fulfill any agreement to provide such relief.

In determining the insurability under this **Policy** of punitive, exemplary or multiplied damages or fines, penalties or taxes, the **Named Insured** may elect the law of the jurisdiction most favourable to the insurability of such amounts, provided such jurisdiction is where such amounts were awarded or incurred, is where the **Named Insured** or any **Subsidiary** is incorporated or has a place of business, is where the **Insured Person** resides, or is where the **Insurer** is incorporated or has its principal place of business.

II. **Management Control** of an entity means:

1. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: (i) the board of directors of a corporation; (ii) the management committee members of a joint venture; or (iii) the members of the management board of a limited liability company; or

2. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents, to elect, appoint, or designate a majority of: (i) the board of directors of a corporation; (ii) the management committee of a joint venture; or (iii) the management board of a limited liability company.

JJ. **Named Insured** means the entity stated in Item 1 of the Declarations.

KK. **Non-Indemnifiable Loss** means **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Insured Person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **Organization.**

LL. **Ontario Occupational Health and Safety Acts Costs** means **Defence Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defence and/or appeal of a **Claim** against an **Organization** pursuant to Section 32 of the Ontario Occupational Health and Safety Act (as amended by Bill 168).

MM. **Organization** means: (i) the **Named Insured**; (ii) each **Subsidiary**; and (iii) in the event that a bankruptcy proceeding is instituted by or against the **Named Insured** or any **Subsidiary**, the resulting debtor-in-possession or the equivalent in a **Foreign Jurisdiction**.

NN. Outside Entity means:

1. in Canada, any not-for-profit corporation incorporated under Part II of the Canadian Corporations Act or under similar provisions of any provincial or territorial act; or
2. in the United States of America, any not-for-profit entity classified as such by the Internal Revenue Code of 1986,

or any for-profit entity, but only if the securities of such for-profit entity are neither publicly owned nor publicly traded or if such for-profit entity is specifically added as an **Outside Entity** by written endorsement to this **Policy**, provided that such not-for-profit or for-profit entity is not otherwise an **Organization**.

OO. Outside Executive means an **Executive** of an **Organization** acting at the specific request, direction or consent of that **Organization** in a position with an **Outside Entity** which is functionally equivalent to that of an **Executive** as defined in this Section III: Definitions.

PP. Personal Reputation Crisis means any negative written statement regarding an **Executive** related to a **Claim** otherwise covered under this **Policy**, made during the **Policy Period** by any individual authorized to speak on behalf of an **Enforcement Body** in any press release or published by any print or electronic media outlet otherwise covered under this **Policy**.

QQ. Personal Reputation Expenses means reasonable fees, costs and expenses of a **Crisis Management Firm** retained by an **Executive** within thirty (30) days after a **Personal Reputation Crisis** to mitigate the adverse effects to such **Executive's** reputation from the **Personal Reputation Crisis.**

Personal Reputation Expenses shall not include any fees, costs or expenses of any **Crisis Management Firm** incurred by an **Executive** if such **Crisis Management Firm** is also retained by or on behalf of an **Organization**.

RR. Policy means, collectively, the Declarations, the **Application**, this policy form and any endorsements.

SS. Policy Period means the period stated in Item 2 of the Declarations or any earlier cancellation date. **Policy Period** will include any **Extended Reporting Period** or **Run-Off Coverage Period** (where exercised).

TT. Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on, any list of hazardous substances issued by the United States Environmental Protection Agency or any Canadian equivalent, or any state, province, territory, country, municipality or locality counterpart thereof including, but not limited to, nuclear material or nuclear waste. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminations or smoke, vapour, dust, fibers, germs, soot, fumes, acids, alkalis, chemicals or waste materials.

Pollutants also means any other air emission, odour, waste, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.

UU. Pre-Claim Inquiry means any pre-**Claim** request by an **Enforcement Body**, or by or on behalf of an **Organization** in connection with a **Derivative Demand Investigation** or an **Enforcement Body's** investigation, for an **Insured Person** to: (i) appear at a meeting, interview, or deposition; or (ii) produce documents; or (iii) provide witness testimony, whether or not such **Insured Person** allegedly committed a **Wrongful Act**; provided such request concerns the business of that **Organization** or the **Insured Persons's** conduct in their insured capacity with an **Organization**.

Pre-Claim Inquiry shall not include any requests related to an **Executive's** services as an **Outside Executive** or any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request from a regulated entity for mandatory information in connection with an **Organization's** and/or **Enforcement Body's** normal review or compliance process.

VV. Pre-Claim Inquiry Costs means the reasonable fees, costs and expenses consented to by the **Insurer** (such consent shall not be unreasonably withheld or delayed) and incurred by an **Insured Person** solely in connection with their response to a **Pre-Claim Inquiry** directed to such **Insured Person**, including costs and expenses incurred by an **Insured Person** to attend an interview or meeting requested by an **Enforcement Body** or an **Organization** or to produce documents in their possession, but excluding any compensation of any **Insured Person**.

WW. Related Claims means all **Claims** which in whole or in part are based on, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any of the same or related facts, circumstances, situations, transactions, events or **Wrongful Acts**.

XX. Related Pre-Claim Inquiries means all **Pre-Claim Inquiries** which in whole or in part are based on, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any of the same or related facts, circumstances, situations, transactions, events, or **Wrongful Acts**.

YY. Run-Off Coverage Period means the period for the extension of coverage (where exercised) described in Section VIIP.4. Material Changes in Conditions of this **Policy**.

ZZ. Securities Claim means a **Claim**, other than a civil, criminal, administrative or regulatory investigation of an **Organization** or an **Employment Practices Claim**, which in whole or in part is:

1. made against any **Insured** for any actual or alleged violation of any federal, provincial, territorial, state or local statute, regulation, or rule regulating securities (including such statute, regulation, or rule in a **Foreign Jurisdiction**), including but not limited to the purchase or sale of, or offer to purchase or sell, securities issued by an **Organization**;

2. brought by a securities holder of an **Organization** in their capacity as such, including but not limited to a **Derivative Suit**; or

3. brought by or on behalf of a **Complainant** against an **Organization** or any **Executive** of an **Organization** with respect to such **Complainant's** interest in such **Organization**, whether directly or by class action, which alleges a violation of the oppression or unfairly prejudicial provisions of the Canada Business Corporations Act or similar provisions of any Canadian provincial or territorial law;

Notwithstanding the foregoing, the term **Securities Claim** shall include a civil, criminal, administrative or regulatory investigation of an **Organization**, but only if, and only during the time that, such investigation is also maintained against an **Insured Person**.

Nothing in this definition (ZZ) shall modify subsection (2) or (3) of the definition of **Claim**.

AAA. SOX 304/Dodd-Frank 954 Costs means the reasonable fees, costs and expenses (including the premium or origination fee for a loan or bond) incurred by an **Insured Person** to investigate or defend any **Claim**, or to facilitate the return of amounts required to be repaid by such **Insured Person** pursuant to, Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Act of 2010 or any rules, regulations or policies thereunder.

SOX 304/Dodd-Frank 954 Costs do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid by such **Insured Person** pursuant to such sections, rules, regulations or policies.

BBB. Subsidiary means any entity for which an **Organization** has **Management Control**, including any not-for-profit entity described in Section 501(c) of the Internal Revenue Code of 1986, or Canada Not-for-profit Corporations Act S.C. 2009, C 23 as amended, sponsored exclusively by the **Organization**. An entity qualifies as a **Subsidiary** when an **Organization** obtains **Management Control** over that entity, and ceases to be a **Subsidiary** when such **Organization** no longer has **Management Control**.

CCC. Third Party EPL Violation means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs (2) and (3) of the definition of **Employment Practices Wrongful Act**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed by an **Insured** against any natural person other than an **Insured Person** or applicant for employment with an **Organization** or an **Outside Entity** (for the purpose of this definition only, **Third Parties**). **Third Parties** may include, but are not limited to, students, patients, members, customers, vendors and suppliers of an **Organization**.

DDD. Transaction means:

1. the **Named Insured** consolidating with or merging into another entity such that the **Named Insured** is not the surviving entity, or selling all or substantially all of the **Named Insured's** assets to any other person or entity, or group of persons or entities, acting in concert;

2. any person or entity or group of persons or entities acting in concert acquiring **Management Control** of the **Named Insured**; or

3. the appointment by any **Enforcement Body** of, or where any **Enforcement Body** assumes the role of, a trustee, receiver, conservator, rehabilitator, liquidator or similar official to take control of, supervise or oversee the **Named Insured**, or to liquidate or sell all or substantially all of the assets of the **Named Insured**.

Transaction shall not include a bankruptcy proceeding initiated by or against the **Organization**.

EEE. **UK Manslaughter Defence Costs** means **Defence Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defence and/or appeal of a **Claim** against an **Organization** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar statute in any jurisdiction.

FFF. **Wrongful Act** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** while acting in their capacity as such;

2. any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by any **Executive** of an **Organization**, in their capacity as a Controlling Person within the meaning of Section 15 of the Securities Act of 1933 (as amended) or Section 20(a) of the Securities Exchange Act of 1934 (as amended) or similar law;

3. any matter claimed against an **Insured Person** by reason of their capacity or status as such;

4. solely with respect to **Securities Claims** against an **Organization**, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Organization**; and/or

5. any **Employment Practices Wrongful Act** or **Third Party EPL Violation** by an **Insured Person** while acting in their capacity or status as such.

SECTION IV: LIMITS OF LIABILITY AND RETENTION

A. Limits of Liability

Defence Costs shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Defence Costs** shall reduce the Limit of Liability.

The Limit of Liability stated in Item 3 of the Declarations is the **Insurer's** maximum aggregate liability under this **Policy** for all **Loss**, including **Defence Costs** and **Pre-Claim Inquiry Costs**.

Each aggregate sublimit of liability in this **Policy**, stated in Item 7 of the Declarations, is the **Insurer's** maximum liability under this **Policy** for all **Loss** that is subject to that aggregate sublimit of liability. Each per **Executive** sublimit of liability, stated in Item 7 of the Declarations, is the **Insurer's** maximum liability under this **Policy** for all **Loss** of each **Executive** that is subject to that sublimit of liability. All sublimits of liability shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Each per **Executive** sublimit of liability shall be part of, and not in addition to, its corresponding aggregate sublimit of liability.

The Limit of Liability and any sublimit of liability for the **Extended Reporting Period** or **Run-Off Coverage Period** (where exercised) shall be part of, and not in addition to, the Limit of Liability and any corresponding sublimit of liability for the **Policy Period**.

All **Related Claims** and all **Related Pre-Claim Inquiries** that are deemed to be made or received during the **Policy Period** or the **Extended Reporting Period** or **Run-Off Coverage Period** (where exercised) pursuant to Section VI: Notices and Reporting shall be subject to the same, not a separate, applicable Limit of Liability or sublimit of liability set forth in this **Policy**.

B. Retentions

The Retentions stated in Item 4 of the Declarations shall apply to **Loss** resulting from each **Claim** and **Pre-Claim Inquiry**, except that no Retention shall apply to: (i) **Loss** under Insuring Agreement A, **Executive Liability**; (ii) **Derivative Demand Investigation Costs**; (iii) **Asset Protection Costs**; (iv) **Personal Reputation Expenses**; (v) **Crisis Event Loss**; (vi) the first $25,000 incurred as **Defence Costs** in connection with **E-Discovery Consultant Services** incurred in a **Securities Claim** against an **Insured**; or (vii) **Class Certification Event Study Costs** incurred in connection with a **Securities Claim** against an **Insured**.

In the event an **Organization** is obligated under this **Policy** to pay any Retention, such **Organization** may satisfy such Retention from any source other than the insurance provided by this **Policy**. As a precondition to such recognition of the erosion of the Retention from any source other than by payment by the **Organization**, the **Organization** shall provide the **Insurer** with written proof, to the **Insurer's** satisfaction, that payment of such Retention has been made.

Except as provided above, for each **Claim** or **Pre-Claim Inquiry**, the **Insurer** shall only be liable for the amount of **Loss** arising from each **Claim** or **Pre-Claim Inquiry** to the extent such **Loss** is in excess of the applicable Retention stated in Item 4 of the Declarations or in any endorsement to this **Policy**.

A single Retention shall apply to **Loss** arising from all **Related Claims** and **Related Pre-Claim Inquiries**. If different parts of a single **Claim** or **Pre-Claim Inquiry** are subject to different Retentions, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.

If the **Insurer** pays under this **Policy** any indemnification, advancement or payment owed to any **Insured Person** by any **Organization** within an applicable Retention, then such amounts shall become immediately due and payable as a direct obligation of such **Organization** to the **Insurer**, and the **Organization** shall promptly reimburse the **Insurer** for such amounts.

SECTION V: EXCLUSIONS

The **Insurer** shall not be liable for **Loss**, other than **Crisis Event Loss** and **Personal Reputation Expenses**, in connection with any **Claim** made against an **Insured**:

A. alleging, based on, arising out of, or directly or indirectly resulting from, or in any way involving:

1. such **Insured** receiving any financial remuneration, or gaining any personal profit or other financial advantage to which such **Insured** was not legally entitled; or
2. any deliberately criminal or deliberately fraudulent act by such **Insured**;

if established by any final, non-appealable adjudication against such **Insured** in the underlying lawsuit or proceeding, other than a lawsuit or proceeding initiated by the **Insurer** to determine coverage under this **Policy**; provided, however, that Exclusion A.1. above shall not apply to the portion of any **Loss** attributable to a **Securities Claim** alleging violations of Section 130 or 130.1 of the Securities Act (Ontario) R.S.O. 1990, C.S.5 or Section 11, 12, or 15 of the Securities Act of 1933, as amended;

B. alleging, based on, arising out of, directly or indirectly resulting from, or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the inception date of this **Policy**, was the subject of any notice given and accepted under any other directors and officers liability policy;

C. alleging, arising out of, directly or indirectly resulting from, or in any way related to any **Claim** or other proceeding or investigation involving and known by an **Insured** which was pending on or prior to the Prior or Pending Date stated in Item 5 of the Declarations, or the same or essentially the same facts as alleged in or underlying such prior **Claim**, proceeding or investigation;

D. brought or maintained by or on behalf of any **Organization** against any **Insured**, or by any **Outside Entity** against an **Outside Executive**; provided, however, that this exclusion shall not apply to:

1. any **Claim** against an **Insured Person** that is a **Derivative Suit**;
2. **Defence Costs** covered under Insuring Agreement A.;

3. any **Claim** brought or maintained by or on behalf of a bankruptcy or insolvency receiver, trustee, examiner, conservator, liquidator, rehabilitator, creditors' committee, bondholder committee, or equity committee for an **Organization** or **Outside Entity**, or an assignee of any of the foregoing;

4. any **Claim** brought or maintained by an **Organization** or **Outside Entity** as a debtor-in-possession against an **Insured Person** or **Outside Executive** who no longer serves in an insured capacity at the time the **Claim** commences;

5. **SOX 304/Dodd-Frank 954 Costs** incurred by any **Executive** or **Outside Executive** in connection with a **Claim** by or on behalf of any **Organization** or **Outside Entity** seeking recovery of incentive-based compensation; and

6. any **Claim** brought and maintained in a non-common law jurisdiction outside of the Canada or the United States of America;

E. for any actual or alleged bodily injury, sickness, mental anguish, emotional distress, libel, slander, oral or written publication of defamatory or disparaging material, disease or death of any person, or damage or destruction of any tangible property including loss of use of such damaged or destroyed property; however, this exclusion will not apply to: (i) any allegations of libel, slander, defamation, mental anguish or emotional distress if and only to the extent that such allegations are made as part of an **Employment Practices Claim**; (ii) any **Securities Claim**; (iii) **UK Manslaughter Defence Costs**; (iv) **Canadian Criminal Code Section 217.1 Costs;** (v) **Ontario Occupational Health and Safety Act Costs**; (vi) **Environmental Remediation Costs**; or (vii) any **Claim** to the extent coverage is provided under Insuring Agreement A. of this **Policy**; or

F. for any actual or alleged violation of the Canada Pension Benefits Standards Act, the Ontario Pension Benefits Act, the Employee Retirement Income Security Act of 1974 (ERISA) as amended or any rules and regulations promulgated thereunder or any similar federal, provincial, territorial, state, local or foreign law or regulation in connection with any benefit plans sponsored (solely or jointly) by an **Organization**.

For the purpose of determining the applicability of all Exclusions of this **Policy**:

1. the **Wrongful Acts** of, facts pertaining to, and knowledge possessed by one **Insured Person** shall not be imputed to any other **Insured Person**; and

2. solely with respect to coverage under Insuring Agreement C., only the **Wrongful Acts** of, facts pertaining to, and knowledge possessed by any past, present, or future Chief Executive Officer, Chief Financial Officer, and/or General Counsel (or equivalent executive or management position) of the **Organization** shall be imputed to that **Organization** and its **Subsidiaries**.

SECTION VI: NOTICES AND REPORTING

A. Notices

Notice to the **Insurer** under this **Policy** shall be given in writing to the **Insurer** at the address stated in Item 10 of the Declarations. Notice under this **Policy** to the **Insureds** shall be given in writing to the **Named Insured** at the address stated in Item 1 of the Declarations. If mailed or transmitted by electronic mail, the date of such mailing or transmission shall constitute the date that such notice was given and proof of mailing or transmission shall be sufficient proof of notice.

B. Reporting a Claim, Pre-Claim Inquiry or Crisis Event

An **Organization** or **Insured Person** shall, as a condition precedent to the obligations of the **Insurer** under this **Policy**:

1. notify the **Insurer** in writing of a **Claim** made against an **Insured** or a **Crisis Event**; or

2. if an **Insured Person** chooses to seek coverage for **Pre-Claim Inquiry Costs** in connection with any **Pre-Claim Inquiry**, notify the **Insurer** in writing of that **Pre-Claim Inquiry**;

as soon as practicable after (i) the **Named Insured's** risk manager or general counsel (or equivalent position) first becomes aware of the **Claim** or **Pre-Claim Inquiry**, or (ii) the **Crisis Event** occurs. In all such events, notification must be provided no later than ninety (90) days after the end of the **Policy Period** or the **Extended Reporting Period** or **Run-Off Coverage Period** (where exercised).

The failure of the **Insureds** to give notice to the **Insurer** of a **Pre-Claim Inquiry** shall not preclude coverage under this **Policy** for any related subsequent **Claim** first made during the **Policy Period** or the **Extended Reporting Period** or the **Run-Off Coverage Period** (where exercised).

C. Prejudice Requirement for Late Notice

If the **Insureds** fail to provide timely notice as specified in Clause B. Reporting a Claim, Pre-Claim Inquiry or Crisis Event above, the **Insurer** shall not be entitled to deny coverage based solely upon late notice unless the **Insurer** can demonstrate that the late notice materially prejudiced the **Insurer's** interests.

D. Date of Claim or Pre-Claim Inquiry; Notice of Circumstance

1. **Date of Claim**

   a. All **Related Claims** shall constitute a single **Claim** and shall be deemed to have been first made at the earliest date on which the earliest **Related Claim** was first made or deemed first made, regardless of whether such date is before or during the **Policy Period**. In no event shall a single lawsuit or proceeding constitute more than one **Claim**.

   b. If a **Pre-Claim Inquiry** is received by an **Insured Person** and reported in accordance with Clause B. Reporting a Claim, Pre-Claim Inquiry or Crisis Event above before any **Claims** related to such **Pre-Claim Inquiry** is made or deemed to be made, then all subsequent **Related Claims** related to such **Pre-Claim Inquiry** shall be deemed first made at the time that such previous **Pre-Claim Inquiry** was first received by an **Insured Person**.

2. **Date of Pre-Claim Inquiry**

   All **Related Pre-Claim Inquiries** shall constitute a single **Pre-Claim Inquiry** and shall be deemed to have been first received at the earliest date on which the earliest **Related Pre-Claim Inquiry** was first received or deemed first received, regardless whether such date is before or during the **Policy Period**. With respect to any subsequent **Related Pre-Claim Inquiry**, this **Policy** shall not cover **Pre-Claim Inquiry Costs** incurred before such subsequent **Related Pre-Claim Inquiry** is actually received by an **Insured Person**.

3. **Notice of Circumstances**

   If during the **Policy Period** or **Extended Reporting Period** (where exercised) an **Organization** or an **Insured Person** becomes aware of and notifies the **Insurer** in writing of circumstances that may give rise to a **Claim** being made against an **Insured** and provides details as required below, then any **Claim** that is subsequently made against an **Insured** alleging, arising out of, based on or attributable to such circumstances and that is reported in accordance with Clause B. Reporting a Claim, Pre-Claim Inquiry or Crisis Event above shall be deemed to have been first made at the time of the notice of such circumstances for the purpose of establishing whether such subsequent **Claim** was first made during the **Policy Period** or during the **Extended Reporting Period** (where exercised).

   Coverage for **Loss** arising from any subsequent **Claim** alleging, arising out of, based on or attributable to such noticed circumstances shall only apply to **Loss** incurred after that subsequent **Claim** is actually made against an **Insured**.

   In order to be effective, a notification of circumstances must specify the facts, circumstances, nature of the alleged **Wrongful Act** anticipated and reasons for anticipating such **Claim**, with all available particulars as to dates, persons and entities involved.

E. Defence and Settlement

1. The **Insureds** shall defend and contest any **Claims** made against them. The **Insurer** does not assume any duty to defend or investigate.

2. Once the **Insurer** has received written notice of a **Claim** or **Pre-Claim Inquiry** and after the **Insured** has exhausted any applicable Retention, the **Insurer** shall advance on behalf of the **Insureds** covered **Defence Costs** or **Pre-Claim Inquiry Costs** resulting from such **Claim** or **Pre-Claim Inquiry** on a current basis but not later than sixty (60) days after the **Insurer** receives itemized invoices for such advanced **Defence Costs** or **Pre-Claim Inquiry Costs**. To the extent it is finally established that any such **Defence Costs** or **Pre-Claim Inquiry Costs** are not covered under this **Policy**, the **Insureds**, severally according to their interests, shall repay such **Defence Costs** or **Pre-Claim Inquiry Costs** to the **Insurer**.

3. The **Insureds** shall not incur **Defence Costs** in connection with any **Claim**, or **Pre-Claim Inquiry Costs** in connection with any **Pre-Claim Inquiry**, without the prior written consent of the **Insurer** (such consent shall not be unreasonably withheld or delayed). The **Insurer** shall not be liable under this **Policy** for any **Defence Costs** or **Pre-Claim Inquiry Costs** incurred without such consent.

4. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insureds** in the investigation, defence or settlement of any **Claim** or **Pre-Claim Inquiry** that may implicate coverage under this **Policy**. The **Insureds** shall cooperate with the **Insurer** and provide the **Insurer** with such information as it may reasonably require in the investigation, defence or settlement of any **Claim** or **Pre-Claim Inquiry**. The failure of one **Insured Person** or **Organization** to comply with this provision shall not impair the rights of any other **Insured Person** under this **Policy**.

5. The **Insureds** shall not admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer** (such consent shall not be unreasonably withheld or delayed). The **Insurer** shall not be liable under this **Policy** for **Loss** incurred as a result of any such admission, offer or agreement to which the **Insurer** did not so consent. If, however, all **Insureds** are able to settle all **Claims** and/or **Pre-Claim Inquiries** that are subject to a single Retention for an amount within that Retention (including **Defence Costs**), then the **Insurer's** prior written consent shall not be required for such settlement.

6. Subsections (2) through (5) of this Clause E. Defence and Settlement, shall not apply to **Crisis Event Loss** or **Personal Reputation Expenses**. An **Organization** shall not incur **Crisis Event Loss**, and an **Executive** shall not incur **Personal Reputation Expenses**, without the prior written consent of the **Insurer** (such consent not to be unreasonably withheld or delayed). The **Insurer** shall not be liable for **Crisis Event Loss** or **Personal Reputation Expenses** unless and until the **Insurer** receives written proof of the **Crisis Event Loss** or **Personal Reputation Loss** incurred.

F. Allocation

1. **Allocation of Defence Costs**

a. **Securities Claims**

If in any **Securities Claim** both **Defence Costs** that are covered under this **Policy** and loss that is not covered under this **Policy** is incurred:

(i) because such **Securities Claim** includes both covered and uncovered matters, 80% of **Defence Costs** shall be allocated to covered **Loss**. Such allocation of **Defence Costs** shall be final and binding and shall not apply to or create any presumption with respect to allocation of any other **Loss**.

(ii) because such **Securities Claim** is made against both **Insureds** and others who are not covered under this **Policy**, and the **Insureds** incur **Defence Costs** jointly with such others who are not covered under this **Policy** for such **Claim**, the **Insured** and the **Insurer** will use their best efforts to determine a fair and appropriate allocation between covered **Defence Costs** and uncovered loss based upon the relative legal and financial exposures of the parties to such matters.

b. **Claims** other than **Securities Claims**

If, in any **Claim** other than a **Securities Claim**, both **Defence Costs** that are covered under this **Policy** and loss that is not covered under this **Policy** is incurred, either because such **Claim** includes both covered and uncovered matters, or is made against both an **Insured Person** and others who are not covered under this **Policy**, and the **Insureds** incur **Defence Costs** jointly with such others who are not covered under this **Policy** for such **Claim**, the **Insured** and the **Insurer** will use their best efforts to determine a fair and appropriate allocation between covered **Defence Costs** and uncovered loss based upon the relative legal and financial exposures of the parties to such matters.

c. The predetermined allocation of **Defence Costs** set out in F. 1. a.(i) above shall be allocated to covered **Loss** unless: (1) the **Insurer** and the **Insured(s)** mutually agree to a higher percentage of covered **Defence Costs**; (2) an arbitrator pursuant to an Alternative Dispute Resolution Proceeding pursuant to Section VII.F. Alternative Dispute Resolution of the **Policy** has ordered a higher percentage shall be covered **Defence Costs**; or (3) a court of competent jurisdiction has ordered that a higher percentage shall be covered as **Defence Costs** under this **Policy**.

2. Allocation of **Loss** other than **Defence Costs**

With respect to all **Loss** other than **Defence Costs**, the **Insureds** and the **Insurer** shall use their best efforts to allocate such amounts between covered **Loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

3. Disagreement and No Liability for Amounts Allocated to Uncovered Loss

In all events, if the **Insureds** and the **Insurer** cannot agree on an allocation, no presumption as to allocation shall exist in any Alternative Dispute Resolution Proceeding pursued pursuant to Section VII.F. Alternative Dispute Resolution of the **Policy**. The **Insurer** shall not be liable for any amounts allocated to uncovered loss.

G. Extended Reporting Period

If the **Named Insured** cancels this **Policy** or if either the **Named Insured** or the **Insurer** does not renew this **Policy**, the **Named Insured** or any **Insured Person** shall have the right, upon payment of the Additional Premium Amount stated in Item 8 of the Declarations, to an extension of the coverage granted by this **Policy** for a one-year period following the effective date of such cancellation or nonrenewal, but solely with respect to a **Wrongful Act** that occurs prior to such cancellation or nonrenewal. The **Extended Reporting Period** is not cancelable.

The right to elect the **Extended Reporting Period** shall terminate unless written notice by any **Insured** of election of the **Extended Reporting Period**, together with the additional premium due, is received by the **Insurer** no later than sixty (60) days subsequent to the effective date of the cancellation or nonrenewal.

The exercise of the **Extended Reporting Period** shall not in any way increase this **Policy's** Limits of Liability or sublimits of liability.

SECTION VII: GENERAL TERMS AND CONDITIONS

A. Applications, Reliance and Severability

1. The **Insurer** has relied upon the accuracy and completeness of the statements, representations and information contained in the **Application**. All such statements, representations and information are the basis for this **Policy** and are to be considered as incorporated into this **Policy**.

   The **Application** shall be construed as a separate application for coverage by each **Insured**.

2. With respect to any statements or other information provided in the **Application**, the knowledge of one **Insured** shall not be imputed to another **Insured Person**.

3. If any material statement or information in the **Application** was not accurate and complete and either: (i) materially affected the acceptance of the risk or hazard assumed by the **Insurer** under this **Policy**; or (ii) was made with the intent to deceive, then the **Insurer** shall not be liable to make any payment for the **Loss** in connection with that portion of any **Claim** based on, arising out of or in consequence of the facts that were not accurately and completely disclosed in the **Application**, to the extent such **Loss** is incurred by:

   a. an **Insured Person** who, prior to the **Policy Period**, knew of the facts that were not accurately or completely disclosed in the **Application**, provided a reasonable person would have believed such facts were likely to give rise to a **Claim**; or

   b. any **Organization**, if the chief executive officer, chief financial officer or functional equivalent official of the **Named Insured** knew, prior to the **Policy Period**, of the facts that were not accurately and completed disclosed in the **Application**, provided a reasonable person would have believed such facts were likely to give rise to a **Claim**;

   whether or not such **Insured Person** or official knew the **Application** contained such inaccurate and incomplete information.

4. The **Insurer** shall not be entitled under any circumstances to rescind or void this **Policy** in whole or in part.

B. Indemnification

All **Organizations** hereby agree to indemnify the **Insured Persons** for **Loss** and to advance **Defence Costs** to the fullest extent permitted or required by law. For purposes of this paragraph, resolutions of the shareholders, Board of Directors, and other similar resolutions of the **Organization** shall be deemed to provide indemnification for **Loss** and to advance **Defence Costs** to the fullest extent permitted by law.

The **Organization's** indemnification and advancement obligations under this Section VII.B. Indemnification shall not apply in the event the **Organization** (i) is neither permitted nor required to grant such indemnification or advancement, or (ii) is financially unable to grant such indemnification or advancement either because of the appointment by any state, provincial, territorial or federal official, agency or court, of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Organization**, or because of the **Organization** being a debtor-in-possession.

C. Refusal or Failure of the Organization to Indemnify

If, for any reason (including but not limited to insolvency), an **Organization** fails or refuses to advance, pay or indemnify covered **Loss** of an **Insured Person** within the applicable Retention, if any, then the **Insurer** shall advance such amounts on behalf of the **Insured Person** until either: (i) an **Organization** has agreed to make such payments; or (ii) the Retention has been satisfied. In no event shall any such advancement by the **Insurer** relieve any **Organization** of any duty it may have to provide advancement, payment or indemnification to any **Insured Person**. If and to the extent the **Insurer** advances, pays or indemnifies **Loss** within the Retention, the **Organization** shall reimburse the **Insurer** for such amounts pursuant to Section IV. B. Retentions of this **Policy**.

Advancement, payment or indemnification of an **Insured Person** by an **Organization** is deemed "failed" if: (i) an **Insured Person** requested such advancement, payment or indemnification in writing; and (ii) within forty-five (45) days after such request an **Organization** has not provided, agreed to provide, or acknowledged its obligation to provide such advancement, payment, or indemnification.

Advancement, payment or indemnification by an **Organization** is deemed "refused" if an **Organization** gives written notice of the refusal to the **Insured Person**.

Advancement, payment or indemnification of an **Insured Person** by an **Organization** shall only be deemed "failed" or "refused" to the extent such advancement, payment or indemnification is not provided, or agreed to be provided, or acknowledged by and collectible from an **Organization**. Any payment or advancement by the **Insurer** within an applicable Retention shall apply towards the exhaustion of the Limits of Liability and any applicable sublimits of liability, unless and to the extent the **Insurer** recovers such payment or advancement (less the costs to obtain the recovery) from an **Organization** or other source.

D. Other Insurance

The insurance provided by this **Policy** is excess over any other valid and collectible insurance, including without limitation, any other valid and collectible employment practices liability coverage, commercial general liability insurance and worker's compensation insurance unless such other insurance is specifically written as excess insurance over the Limit of Liability provided by this **Policy**. This **Policy** shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurance company has a duty to defend a **Claim** for which this **Policy** may be obligated to pay **Loss**. The insurance provided by this **Policy** shall be primary to any personal "umbrella" excess liability insurance or personal liability coverage purchased by **Insured Persons**.

E. Subrogation

To the extent of any payment under this **Policy**, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insureds**. Each **Organization** and each **Insured Person** shall execute all papers reasonably required and provide reasonable assistance and cooperation in securing or enabling the **Insurer** to exercise subrogation rights or any other rights, directly or in the name of an **Organization** or any **Insured Persons**.

In no event shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless Exclusion V.A. applies to such **Insured**.

In the event the **Insurer** recovers amounts it paid under this **Policy**, the **Insurer** will reinstate the applicable Limits of Liability and sublimits of liability of this **Policy** to the extent of such recovery, less the **Insurer's** costs incurred in obtaining such recovery. It is understood and agreed that the **Insurer** shall have no duty to seek such recovery.

F. Alternative Dispute Resolution

ln the event of a dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof, the **Insureds** and the **Insurer** may commence a judicial proceeding or elect the alternative dispute resolution proceeding process ("**ADR**") described below. The **Insured** shall have the right to reject the **Insurer's** choice of the type of **ADR** process at any time prior to its commencement, in which case the **Insured's** choice of **ADR** process shall control.

There shall be two choices of **ADR** process:

1. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or

2. non-binding arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be provided to both parties, and the award of the arbitrators shall not include lawyers' fees or other costs. In the event of either mediation or arbitration, either party shall have the right to commence a judicial proceeding, provided, however, that no such judicial proceeding shall be commenced by the **Insurer** until the conclusion of the arbitration, or in the event of mediation, at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the **ADR** process.

Either **ADR** process may be commenced in Toronto, Ontario or in the province or territory stated in Item 1 of the Declarations as the principal address of the **Named Insured**, or in accordance with the Ontario Arbitration Act. Unless an **Insured Person** elects otherwise, the **Named Insured** shall act on behalf of each and every **Insured** in connection with any **ADR** process under this Section.

Should the **Insured** elect to commence a judicial proceeding, the **Insurer** may pursue all of its rights and remedies available in such judicial proceeding, and any requirement that the **Insurer** pursue an **ADR** process shall no longer exist, regardless of whether the **Insured** maintains a judicial proceeding or not.

G. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**.

No person or **Organization** shall have any right under this **Policy** to join the **Insurer** as a party to any **Claim** against an **Insured**, nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

H. Cancellation

The **Named Insured** may cancel this **Policy** at any time by mailing written prior notice to the **Insurer** or by surrender of this **Policy** to the **Insurer**. The effective date of such cancellation shall be the date specified in the written prior notice or the date of surrender. This **Policy** may only be cancelled by or on behalf of the **Insurer** in the event of non-payment of premium by the **Named Insured**.

In the event of nonpayment of premium by the **Named Insured**, the **Insurer** may cancel this **Policy** by: (i) delivering written notice to the **Named Insured**; or (ii) by mailing written notice to the **Named Insured**, by registered, certified, or other first-class mail, at the **Named Insured's** address stated in Item 1 of the Declarations. Such written notice shall state when the cancellation shall be effective, provided that such date is at least fifteen (15) days after the date notice is given. The mailing of such notice shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice or at the date and time of surrender. The **Insurer** shall have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect. If the **Named Insured** shall cancel this policy, the **Insurer** shall retain the *pro rata* proportion of the premium herein.

In the event that there is an inconsistency between (i) any period of limitation in this **Policy** relating to the giving of notice of cancellation or discovery/extended reporting election, and (ii) the minimum or maximum period required by applicable law, where such law allows, the **Insurer** will resolve the inconsistency by applying the notice period that is more favourable to the **Insureds**. Otherwise, the notice period is hereby amended to the extent necessary to conform to applicable law.

I. Assignment

Assignment of interest under this **Policy** shall not bind the **Insurer** unless its consent is endorsed hereon. The terms, conditions and limitations of this **Policy** may only be waived or changed by written endorsement.

J. Authorization

It is understood and agreed that the **Named Insured** will act on behalf of the **Insureds** with respect to:

1. the payment of the premiums;
2. the receiving of any return premiums that may become due under this **Policy**;
3. the giving of all notices to the **Insurer** as provided herein; and
4. the receiving of all notices from the **Insurer**.

K. Spousal, Domestic Partner and Legal Representative Extension

The estates, trusts, estate planning vehicles, heirs, legal representatives, assigns, spouses, and domestic partners (as defined by the provisions of any applicable law or of any formal program established by an **Organization**) of **Insured Persons** shall be considered an **Insured** under this **Policy**; but coverage is afforded to such estates, trusts, estate planning vehicles, heirs, legal representatives, assigns, spouses, and domestic partners only for a **Claim** or **Pre-Claim Inquiry** arising solely out of their status as such or, in the case of a spouse or domestic partner, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or domestic partner. No coverage is provided for any **Wrongful Act** of an estate, trust, estate planning vehicle, heir, legal representative, assign, spouse or domestic partner. All terms and conditions of this **Policy**, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by the **Insured Person's** estates, trusts, estate planning vehicles, heirs, legal representatives, assigns, spouses and domestic partners.

L. Territory

Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Loss** sustained anywhere in the World.

Any **Loss** incurred by an **Organization** under Insuring Agreement B. or C. in a jurisdiction other than Canada or the United States of America or its territories or possessions may at the election of such **Organization** or the **Named Insured** be deemed a **Loss** of the **Named Insured** payable to the **Named Insured** at the address stated in Item 1 of the Declarations. Any such payment by the **Insurer** to the **Named Insured** pursuant to this paragraph shall fully discharge the **Insurer's** liability under this **Policy** for such **Loss** to such **Organization**.

Any **Loss** incurred by an **Insured Person** under Insuring Agreement A. in a jurisdiction other than Canada or the United States of America or its territories or possessions shall, to the extent permissible under applicable law, be paid to such **Insured Person** in a jurisdiction mutually acceptable to such **Insured Person** and the **Insurer**.

M. Currency

All premiums, limits, retentions, **Loss** or other amounts under this **Policy** are expressed and payable in the currency stated in Item 9 of the Declarations. If judgment is rendered, settlement is denominated or other elements of **Loss** are stated or incurred in currency other than the currency noted on the Declarations page, payment of covered **Loss** due under this **Policy** (subject to the terms, conditions, and limitations of this **Policy**) will be made either in such currency (at the option of the **Insurer** and with the agreement of the **Named Insured**) or in the currency stated in Item 9 of the Declarations , at the exchange rate published in the Globe & Mail on the date of the **Insurer's** obligation to pay such **Loss** is established (or if not published on such date, the next publication date of the Globe & Mail).

N. Payment Priority

In the event of **Loss** arising from a covered **Claim(s)** and/or **Pre-Claim Inquiry(ies)** for which payment is due under the provisions of this **Policy**, the **Insurer** shall in all events:

1. first, pay all **Loss** covered under Insuring Agreement A, Executive Liability; and
2. second, only after payment of **Loss** has been made pursuant to subparagraph (1) above and to the extent that any amount of the Limit of Liability or any applicable sublimit of liability shall remain available, at the written request of the Chairperson or the Lead Independent Director of the **Named Insured**, either pay or withhold payment of **Loss** covered under Insuring Agreement B, Organization Reimbursement, Insuring Agreement C, Organization Liability, and Insuring Agreement E, Crisis Event Coverage.

O. Headings

The description in the headings and subheadings of this **Policy** and any attached endorsements are provided solely for convenience and do not constitute any part of the terms and conditions of this **Policy**.

P. Material Changes in Conditions

1. If a **Transaction** occurs during the **Policy Period**, coverage under this **Policy** shall continue until expiration of the **Policy Period**, but only for **Wrongful Acts** taking place prior to the effective date of such **Transaction**. The entire premium for this **Policy** shall be deemed earned as of the date of such **Transaction**.
2. Except as set forth in the following paragraph, if before or during the **Policy Period** any entity qualifies as a **Subsidiary**, then such **Subsidiary** and its **Insured Persons** shall be **Insureds**, but only with respect to **Wrongful Acts** occurring or allegedly occurring during the time that such entity qualified as a **Subsidiary**.

   If an entity first qualifies as a **Subsidiary** during the **Policy Period** and if at that time such **Subsidiary's** total assets exceed thirty-five percent (35%) of the total consolidated assets of the **Named Insured** as set forth in the **Named Insured's** then most recent audited consolidated financial statements, then coverage under this **Policy** for such **Subsidiary** and its **Insured Persons** as set forth in the preceding paragraph shall cease ninety (90) days after such entity first qualifies as a **Subsidiary** unless within such ninety (90) days:

   a. an **Organization** provides the **Insurer** with written notice of such creation or acquisition;

b. the **Organization** and the **Insurer** agree on any resulting revisions to this **Policy** either party may require; and

c. the **Organization** pays any additional premium required by the **Insurer** as a result of the addition of the new **Subsidiary**.

3. If during or prior to the **Policy Period** any entity ceases to be a **Subsidiary**, then coverage for such former **Subsidiary** and its **Insured Persons** under this **Policy** shall apply, subject to all other terms and conditions of this **Policy**, for **Wrongful Acts** occurring or allegedly occurring prior to the date it ceased to qualify as a **Subsidiary**.

4. In the event of a **Transaction**, the **Named Insured** shall have the right to request an offer from the **Insurer** for an extension of the coverage described in Section VII.P.1 above for a period of time following expiration or termination of the **Policy Period** with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**. The **Insurer** shall offer such **Run-Off Coverage Period** pursuant to such terms, conditions, exclusions and additional premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to an **Extended Reporting Period** or **Run-Off Coverage Period** shall not otherwise exist except as indicated as in this paragraph. The **Run-Off Coverage Period** is not cancellable. The rights contained in this paragraph shall terminate unless written notice by any **Insured** of election of a **Run-Off Coverage Period**, together with the additional premium due, is received by the **Insurer** no later than sixty (60) days subsequent to the date the **Named Insured** receives the **Insurer's** offer for the **Run-Off Coverage Period**. The purchase of the **Run-Off Coverage Period** shall not in any way increase the Limits of Liability or sublimits of liability under this **Policy**. The **Named Insured** shall not be entitled to elect the **Extended Reporting Period** under Section VI.G. Extended Reporting Period of this **Policy** if a **Run-Off Coverage Period** is elected pursuant to this paragraph, and the **Insureds** shall not be entitled to elect the **Run-Off Coverage Period** under this paragraph if the **Extended Reporting Period** is elected pursuant to Section VI.G. Extended Reporting Period of this **Policy**.

Q. Bankruptcy

The insolvency or bankruptcy of any **Organization** or **Insured Person** shall not relieve the **Insurer** of its obligations under this **Policy**. In the event of the insolvency or bankruptcy of any **Organization** or **Insured Person**, the **Insureds** hereby waive and release any injunction or automatic stay in such proceeding which may apply to this **Policy** and/or its proceeds. The **Insureds** agree not to oppose or object to any efforts by the **Insurer** or any **Insureds** to obtain relief from any such injunction or automatic stay.

INTERNATIONAL TRADE OR ECONOMIC SANCTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXECUTIVE AND ENHANCED ORGANIZATION LIABILITY POLICY

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: DOP 1000112 01

Endorsement Effective Date: July 31, 2025

Named Insured: Field Aviation Company Inc

Endorsement No.: 1

SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXECUTIVE AND ENHANCED ORGANIZATION LIABILITY POLICY

It is understood and agreed that, in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within Canada. The foregoing shall not constitute a waiver of the right of the Company to remove, remand or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of Canada pertinent hereto. In any suit instituted against them upon this contract, the Company will abide by the final decision of such court in the event of an appeal.

The Company hereby designates the Chief Agent of Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch, 150 King Street West, Suite 1000, Toronto, Ontario, Canada M5H 1J9, as the person who is authorized to receive such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: DOP 1000112 01

Endorsement Effective Date: July 31, 2025

Named Insured: Field Aviation Company Inc

Endorsement No.: 2

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

TIE-IN OF LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXECUTIVE AND ENHANCED ORGANIZATION LIABILITY POLICY

In consideration of the premium charged, Section **III. LIMITS OF LIABILITY AND RETENTION** is amended to include the following provision:

Tie-In of Limits of Liability

Notwithstanding anything to the contrary stated in this **Policy** or the Policy Number **PCD1003941-04** to the contrary, the **Company's** maximum aggregate liability for all **Loss** (including **Defense Expenses)** under this **Policy** and Policy Number **PCD1003941-04** combined is **CAD $1,371,900**.

Any amount paid by the **Company** in respect of **Loss** (including **Defense Expenses**) under Policy **PCD1003941-04** shall reduce by such amount the applicable Limit of Liability available under this **Policy**.

Nothing in this provision shall serve to increase any applicable limit of liability of this **Policy** or Policy Number **PCD1003941-04**.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: DOP 10001125 01

Endorsement Effective Date: July 31, 2025

Named Insured: Field Aviation Company Inc

Endorsement No.: 3

This is Exhibit “B” referred to in the
Affidavit of Denna Jalili affirmed by Denna Jalili in the City of Toronto, in the Province of Ontario before me, in the City of Toronto, in the Province of Ontario this 23rd day of July, 2026 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*

A Commissioner for taking affidavits

ARCH INSURANCE COMPANY

(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Address:
Harborside 3
210 Hudson Street, Suite 600
Jersey City, NJ 07311-1107
Tel: (866) 413-5550

ARCH CORPORATE CANOPY℠ 2.0 POLICY

PRIVATE COMPANY MANAGEMENT LIABILITY, CRIME, KIDNAP & RANSOM, AND NETWORK SECURITY INSURANCE

CERTAIN PARTS OF THIS POLICY PROVIDE CLAIMS MADE COVERAGE. EACH CLAIMS MADE LIMIT OF LIABILITY SHALL BE REDUCED BY DEFENSE COSTS PAYMENTS. IF ANY CLAIMS MADE COVERAGE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER SUCH COVERAGE, INCLUDING LIABILITY FOR DEFENSE COSTS PAYMENTS.

DECLARATIONS

Policy No.: PCD1003941-04

Item 1. Named Organization & Address:
Field Aerospace, Inc.
8044 Montgomery Road, Suite 400
Cincinnati, OH 45236

Item 2. Policy Period:
From: July 31, 2025
To: July 31, 2026
12:01 a.m. local time at the address stated in Item 1

Item 3. Policy Premium: $45,689.00
Premium attributable to Terrorism Risk Insurance: $0.00
☒ Included in Policy Premium
☐ In addition to Policy Premium

Item 4. Extended Reporting Period (Liability Coverage Parts only):
Additional Period: 1 Year
Additional Premium: 100.00% Of The Annualized Policy Premium

Item 5. Run-Off Period Options (Liability Coverage Parts only):

Only those Runoff Period options designated with an X below are included in this Policy:

Runoff Period		Additional Premium (% of the annualized Policy Premium)
☒	1 year	100%
☒	3 years	125%
☒	6 years	150%

Item 6. Coverage Elections:

Only those Limits of Liability, Coverage Parts, Insuring Agreements, and Additional Defense Costs Limits designated with an X below are included in this Policy. If a Sublimit of Liability is $0, there shall be no coverage for any **Loss** within the scope of such Sublimit of Liability.

☒	**A.**	**Liability Coverage Parts Aggregate Limit of Liability:** $5,000,000 (Includes Additional Defense Cost Limit as described in Item 6.I.)

☒	**B.**	**Liability Coverage Parts Subject to Shared Limit of Liability – Shared Limit of Liability:** $5,000,000	
		☒	Directors, Officers, & Organization Liability Coverage Part
		☒	Employment Practices Liability Coverage Part
		☒	Fiduciary Liability Coverage Part
		☐	Network Security, Privacy, & Media Liability Coverage Part – Insuring Agreements A.1 Network and Privacy Liability and A.2 Media Liability

☒	**C.**	**Directors, Officers, & Organization Liability Coverage Part:**		
		Limit of Liability:	Retention:	Prior Litigation Date:
		$5,000,000	Insuring Agreement A: $0 Insuring Agreement B: $50,000 Insuring Agreement C: $50,000	04/27/2012
		☒	Additional Limit of Liability for Claims against Insured Persons – Limit of Liability: $1,000,000	
		Coverage Extensions and Sublimits:		
		Derivative and Books & Records Demands Coverage: Investigation Costs – Sublimit of Liability: $500,000		
		Appraisal Claim: Defense Costs and Investigation Costs– Sublimit of Liability: $250,000		
		Asset Protection Costs: Per Executive Sublimit of Liability – $50,000 Aggregate Sublimit of Liability – $250,000		
		Crisis Management Costs – Sublimit of Liability: $25,000		
		Insured Organization Investigation – Sublimit of Liability: $1,000,000		

☒	D.	**Employment Practices Liability Coverage Part:**		
		Limit of Liability:	Retention:	Prior Litigation Date:
		$5,000,000	Non-Indemnifiable Loss: $0 Loss Other Than Non-Indemnifiable Loss or Loss Resulting from a Mass Claim: $50,000 Loss resulting from a Mass Claim: $50,000	04/27/2012
		Wage & Hour Claim Defense Costs – Sublimit of Liability: $100,000		
		Coverage Extensions and Sublimits:		
		Workplace Violence – Sublimit of Liability: $250,000		
		Employee Privacy Claim – Sublimit of Liability: $250,000		
		Immigration Investigation Defense Costs – Sublimit of Liability: $100,000		

☒	E.	**Fiduciary Liability Coverage Part:**		
		Limit of Liability:	Retention:	Prior Litigation Date:
		$1,000,000	Non-Indemnifiable Loss: $0 All Loss other than Non-Indemnifiable Loss: $0	04/27/2012
		Coverage Sublimits:		
		Settlement Program: Voluntary Settlement and Defense Costs – Sublimit of Liability: $250,000		
		Internal Revenue Code Section 4975 Penalties – Sublimit of Liability: $250,000		
		HIPAA Penalties – Sublimit of Liability: $1,000,000		
		ERISA Section 502 (c) Penalties – Sublimit of Liability: $250,000		
		Pension Protection Act Penalties – Sublimit of Liability: $250,000		
		Patient Protection and Affordable Care Act Penalties – Sublimit of Liability: $250,000		

☒	F.	**Crime Coverage Part:**				
		Insuring Agreement:			Limit of Liability:	Retention:
		☒	A.	Employee Theft	$1,000,000	$50,000
		☒	B.	Customer Property	$1,000,000	$50,000
		☒	C.	Inside the Premises	$1,000,000	$50,000
		☒	D.	Outside the Premises	$1,000,000	$50,000
		☒	E.	Forgery or Alteration	$1,000,000	$50,000
		☒	F.	Computer Fraud	$1,000,000	$50,000
		☒	G.	Fraudulent Transfer Instructions	$1,000,000	$50,000
		☒	H.	Social Engineering Fraud	$250,000	$50,000
		☒	I.	Currency Fraud	$1,000,000	$50,000
		☒	J.	Charge Card Fraud	$1,000,000	$50,000
		Coverage Sublimits:				
		Investigation Costs – Sublimit of Liability: $150,000				
		Computer Restoration Costs – Sublimit of Liability: $100,000				

☐	G.	**Kidnap & Ransom Coverage Part:**		
		Security Consultant: Test		
		Insuring Agreement:		Limit of Liability
		☐	A. Kidnap, Express Kidnapping & Extortion Costs	
		☐	B. Custody Costs	
		☐	C. Claims Costs	
		☐	D. Response Costs Disappearance Costs Sublimit of Liability: Threat Incident Sublimit of Liability: R&R Costs Sublimit of Liability:	
		☐	E. Personal Injury Benefits	
			Death Benefit	
			Mutilation Benefit	
			Amputation, Blindness, or Deafness/Muteness Benefit	
		☐	F. Repatriation Costs	
		☐	G. Recall Costs	
		☐	H. Express Kidnapping Response Costs	
		☐	I. Hostage Crisis Response Costs	

☐	H.	**Network Security, Privacy, & Media Liability Coverage Part:**			
		Limit of Liability:		Prior Litigation Date:	
		Insuring Agreement:		Sublimit of Liability:	Retention:
		☐	A.1 Network and Privacy Liability		
		☐	A.2 Media Liability		
		☐	B.1 Data Incident Response		
		☐	B.2 Business Interruption Forensic Accounting Firm Costs Sublimit of Liability: Waiting Period:		
		☐	B.3 Extortion		
		☐	B.4 Reputation Harm Waiting Period:		

☐	I.	**Additional Defense Costs:**

Coverage Parts	Additional Defense Costs Limit	Shared Defense Limit
Directors, Officers, & Organization Liability	$0	☐
Employment Practices Liability	$0	☐
Fiduciary Liability	$0	☐

Item 7. Notices to Insurer:

Claims or Potential Claims:
Arch Insurance Company
Executive Assurance Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

All Other Notices:
Arch Insurance Company
Executive Assurance Underwriting
Harborside 3
210 Hudson Street, Suite 600
Jersey City, NJ 07311-1107
Tel: (866) 413-5550

Item 8. Endorsements:

See attached schedule of endorsements and notices.

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED: Field Aerospace, Inc. **POLICY NUMBER:** PCD1003941-04	**TERM**: July 31, 2025 to July 31, 2026

ENDT. NO.	FORM NO.	TITLE
	05 ML0002 00 12 14	SIGNATURE PAGE (ARCH INSURANCE)
	00 PCD0701 00 07 22	GENERAL PROVISIONS
1	00 ML0207 00 11 03 (00 ME6775 00 06 23)	CANOPY PLUS (LOCKTON NATIONAL PANEL) (GENERAL PROVISIONS)
2	00 ML0207 00 11 03 (00 ME6583 00 04 23)	DEFENSE & SETTLEMENT OF CLAIMS INSURED DUTY TO DEFEND (GENERAL PROVISIONS)
3	00 ML0207 00 11 03 (00 ME6945 00 05 24)	FOREIGN COVERAGE COORDINATION ENDORSEMENT
	00 PCD0702 00 07 22	DIRECTORS, OFFICERS, & ORGANIZATION LIABILITY COVERAGE PART
4	00 ML0207 00 11 03 (00 ME6786 00 06 23)	CANOPY PLUS (LOCKTON NATIONAL PANEL) (D&O)
	00 PCD0703 00 07 22	EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
5	00 ML0207 00 11 03 (00 ME6776 00 04 24)	CANOPY PLUS (LOCKTON NATIONAL PANEL) (EPL)
	00 PCD0704 00 07 22	FIDUCIARY LIABILITY COVERAGE PART
6	00 ML0207 00 11 03 (00 ME6777 00 06 23)	CANOPY PLUS (LOCKTON NATIONAL PANEL) (FIDUCIARY)
	00 PCD0705 00 07 22	CRIME COVERAGE PART
7	00 ML0207 00 11 03 (00 ME6778 00 06 23)	CANOPY PLUS (LOCKTON NATIONAL PANEL) (CRIME)
8	00 PCD0778 36 05 23	OHIO TERRORISM EXCLUSION
9	00 PCD0774 36 02 23	OHIO AMENDATORY ENDORSEMENT
	00 MLT0027 00 12 19	TERRORISM COVERAGE DISCLOSURE NOTICE
	00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

Brian D. First	Regan Shulman
President	Secretary

GENERAL PROVISIONS

TABLE OF CONTENTS

In consideration of the payment of the premium and in reliance upon the **Application**, the Insurer specified in the Declarations (the **"Insurer"**) and the **Insureds** agree as follows:

GENERAL PROVISIONS

1. APPLICABILITY OF GENERAL PROVISIONS

A. Except as specifically provided herein, the General Provisions apply to all Coverage Parts.

B. Except as specifically provided therein, the provisions of each Coverage Part apply to such Coverage Part only.

C. If there is a conflict between the General Provisions and any Coverage Part, the provisions of the Coverage Part shall control.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. **"Antitrust Claim"** means any **Claim** for, based upon, arising from or in any way related to any **Antitrust Wrongful Act**, regardless of whether such **Claim** includes non-**Antitrust Wrongful Act** allegations.

B. **"Antitrust Wrongful Act"** means any actual or alleged price fixing, restraint of trade, price discrimination, predatory pricing, monopolization, unfair competition, or violation of any law regulating any of the foregoing, including, without limitation, the Federal Trade Commission Act, Sherman Act, Clayton Act, or any similar law.

C. **"Application"** means any:

1. application for this Policy, including any information submitted in connection with or incorporated therein;

2. public documents filed by an **Insured Organization** with the Securities and Exchange Commission or any similar state, local, or foreign regulatory agency during the 12 months prior to the inception of the **Policy Period**; and

3. warranty provided to the **Insurer** within the past 3 years in connection with any coverage part or policy of which this Policy is a renewal or replacement.

Application excludes any such public documents filed more than 12 months prior to the inception of the **Policy Period**.

Regarding the Crime Coverage Part, **Application** also means any application, including any information submitted in connection with or incorporated therein, submitted to the **Insurer** for any insurance policy of which this Policy is a direct or indirect renewal or replacement provided that coverage has been continuously maintained between the time that such insurance policy was issued and the issuance of this Policy.

D. **"Appraisal Claim"** means any written demand or civil proceeding brought by a security holder of an **Insured Organization** pursuant to any law which provides appraisal rights to determine the value of such **Insured Organization's** securities, including, without limitation, Section 262 of the Delaware General Corporation Law or any similar law, commenced by the receipt by, or service upon, an **Insured** of such demand or a petition or similar document initiating such proceeding.

E. **"Claim"** shall have the meaning specified in each applicable Coverage Part.

F. **"Claim Manager"** means any:

1. chief executive officer;

2. chief financial officer;

3. chief legal officer; or

4. risk manager,

of the **Named Organization**. If the Employment Practices Liability Coverage Part is elected in Item 6 of the Declarations, **"Claim Manager"** also means any manager responsible for overseeing the human resources activities of the **Named Organization**.

G. **"Contract Claim"** is a **Claim** for, based upon, arising from, or in any way related to any liability under any written contract or agreement, regardless of whether such **Claim** includes allegations other than those specified above.

H. **"Debtor in Possession"** means a "debtor in possession" as defined in Chapter 11 of the United States Bankruptcy Code or any similar law.

I. **"Defense Costs"** shall have the meaning specified in each applicable Coverage Part.

J. **"Domestic Partner"** means any natural person qualifying as a domestic partner under any federal, state or local law or under the provisions of any formal program established by any **Insured Organization**.

K. **"Employee"** shall have the meaning specified in each applicable Coverage Part.

L. **"Employee Privacy Claim"** means any **Claim** for, based upon, arising from, or in any way related to any **Employee Privacy Wrongful Act**, regardless of whether such **Claim** includes non-**Employee Privacy Wrongful Act** allegations.

M. **"Employee Privacy Wrongful Act"** means:

1. any actual or alleged failure by an **Insured** to protect the **Personal Information** of any **Employee**, **Executive**, applicant for employment with an **Insured Organization**, or **Independent Contractor** while in the care, custody or control of an **Insured**; or

2. any actual or alleged violation of any **Privacy Law** by any **Insured** regarding the **Personal Information** of any **Employee**, **Executive**, applicant for employment with an **Insured Organization**, or **Independent Contractor**.

N. **"ERISA"** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, and the Health Insurance Portability and Accountability Act of 1996), the English Pension Scheme Act 1993, the English Pensions Act 1995, or any similar law.

O. **"Executive"** means any natural person who is, was, or becomes a duly elected or appointed:

1. director, officer, risk manager, or member of the board of managers or management committee of an **Insured Organization**;

2. in-house chief legal officer of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;

3. general partner of an **Insured Organization** organized as a limited partnership; or

4. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1, 2 or 3 above.

P. **"Extradition"** means any formal process by which an **Insured Person** is surrendered from his or her current country of employment and domicile to any other country for trial or to otherwise answer any criminal accusation.

Q. **"Extradition Costs"** means **Defense Costs** incurred to lawfully oppose any **Extradition**, including the appeal of any order or other grant of **Extradition**.

R. **"Immigration Investigation Claim"** means an investigation of any **Insured** commenced by the service upon such **Insured** of a notice of inspection, audit or investigation by any governmental agency for an Immigration **Investigation Wrongful Act**.

S. **"Immigration Investigation Wrongful Act"** means any actual or alleged violation of the Immigration Reform and Control Act of 1986 or any similar law.

T. **"Independent Contractor"** means any natural person working for an **Insured Organization** in the capacity of an independent contractor pursuant to an express contract or agreement with an **Insured Organization** governing the nature of such person's engagement.

U. **"Inquiry"** shall have the meaning specified in the Directors, Officers, & Organization Liability Coverage Part.

V. **"Insolvency"** means the status of an **Insured Organization** due to:

1. the appointment of any conservator, liquidator, receiver, trustee, or similar official to control, supervise, or liquidate such **Insured Organization**; or

2. such **Insured Organization** becoming a **Debtor in Possession**.

W. **"Insured Organization"** means:

1. the **Named Organization**; or

2. any **Subsidiary**;

including any such organization as a **Debtor in Possession**.

X. **"Insured Person"** shall have the meaning specified in each Coverage Part.

Y. **"Insured Person Investigation"** shall have the meaning specified in the Directors, Officers, & Organization Liability Coverage Part.

Z. **"Insureds"** shall have the meaning specified in each Coverage Part.

AA. **“Interrelated Wrongful Acts”** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

BB. **“Liability Coverage Part”** means each of the following coverages: Directors, Officers, & Organization Liability Coverage Part; Employment Practices Liability Coverage Part; Fiduciary Liability Coverage Part; and Insuring Agreements A.1 Network and Privacy Liability and A.2 Media Liability of the Network Security, Privacy, & Media Liability Coverage Part. When used in the plural, this term means all such coverages.

CC. **“Loss”** shall have meaning specified in each Coverage Part.

DD. **“Management Control”** means the **Named Organization**:

- **1.** directly or indirectly owning interests representing more than 50% of the voting, appointment or designation power for the selection of:
  - **a.** a majority of the board of directors of a corporation;
  - **b.** the members of the board of managers of a limited liability company; or
  - **c.** the general partners of a limited partnership; or
- **2.** having the right, pursuant to a written contract or the articles of incorporation, bylaws, operating agreement, or equivalent organizational or governance documents of an entity, to control the operation of such entity.

EE. **“Named Organization”** means the organization named in Item 1 of the Declarations.

FF. **“Non-Indemnifiable Loss”** means any **Loss** incurred by an **Insured Person** that no **Insured Organization** can advance or indemnify because of:

- **1.** legal prohibition; or
- **2.** **Insolvency**.

GG. **“Non-Liability Coverage Part”** means each of the following coverages: Crime Coverage Part; Kidnap & Ransom Coverage Part; and Insuring Agreements B.1 Data Incident Response, B.2 Business Interruption, B.3 Extortion, and B.4 Reputation Harm of the Network Security, Privacy & Media Liability Coverage Part. When used in the plural, this term means all such coverages.

HH. **“Personal Information”** means any:

- **1.** information from which a person may be uniquely and reliably identified or contacted, including, without limitation, any: (i) name; (ii) address; (iii) telephone number; (iv) social security number; (v) drivers license number or any other state identification number; (vi) medical or healthcare data, including protected health information; or (vii) credit, debit or other account numbers in combination with security codes, access codes, passwords or PIN numbers for such account numbers; or
- **2.** non-public personal information as defined in any **Privacy Law**.

II. **“Plan”** shall have the meaning specified in the Fiduciary Liability Coverage Part.

JJ. **"Policy Period"** means the period specified in Item 2 of the Declarations, subject to any cancellation prior to the scheduled expiration date.

KK. **"Privacy Law"** means:

1. those parts of the following laws regulating the use and protection of non-public personal information:

a. Health Insurance Portability and Accountability Act of 1996 (HIPAA);

b. Gramm-Leach-Bliley Act of 1999 (GLBA);

c. Biometric Information Privacy Act (BIPA);

d. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including, without limitation, Section 5(a) of the Federal Trade Commission Act, 15. U.S.C § 45 (a); or

e. security breach notification laws that require notice to any person of the actual or potential theft of their non-public personal information, including, without limitation, the California Security Breach Notification Act of 2003 (CA SB1386); or

2. any similar law to those specified in 1 above that regulates the use and protection of non-public personal information.

LL. **"Pollutants"** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic, or electromagnetic field of any frequency. "Waste" includes, without limitation, material to be recycled, reconditioned, or reclaimed. **"Pollutants"** also means any substance identified on a list of hazardous substances issued by any governmental agency, including, without limitation, the Environmental Protection Agency.

MM. **"Products-Services Claim"** means any **Claim** for, based upon, arising from or in any way related to any products or services offered by any **Insured Organization** for a customer or client, including, without limitation, any defect, deficiency, inadequacy, malfunction, misrepresentation or false advertising, failure to warn, warranty, failure to perform or meet expectations, of or for any product or service, regardless of whether such **Claim** includes allegations other than those specified above.

NN. **"Subsidiary"** means any:

1. for-profit organization while under **Management Contr**ol; or

2. not-for-profit organization or entity that is a foundation, charitable trust, or political action committee in which, and for as long as, the **Named Organization** exclusively sponsors such entity or organization.

OO. **"Wage & Hour Claim"** means any **Claim** for, based upon, arising from, or in any way related to any **Wage & Hour Wrongful Act**, regardless of whether such **Claim** includes non-**Wage & Hour Wrongful Act** allegations.

PP. **“Wage & Hour Wrongful Act”** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty involving any: (i) violation of federal, state, local or common law regarding the payment of compensation to any person; (ii) violation of the Fair Labor Standards Act (except the Equal Pay Act) or any similar law; (iii) overtime compensation; (iv) on-call time compensation, including, without limitation, compensation for waiting time and dressing time; (v) minimum wage or prevailing wage compensation; (vi) classification of employees for the purpose of determining eligibility for compensation; (vii) meal or rest periods; (viii) work scheduling, including, without limitation, predictive work scheduling; (ix) reimbursement of expenses; or (x) maintenance of accurate records relating to any law, compensation or activity mentioned in items (i) through (ix).

QQ. **“Wrongful Act”** shall have the meaning specified in each **Liability Coverage Part**.

3. COVERAGE TERRITORY

A. This Policy shall apply on a worldwide basis.

B. If a judgment is rendered, a settlement is denominated, or any other element of **Loss** is stated or incurred in a currency other than in United States of America dollars, payment of such **Loss** shall be made in either such other currency, at the option of the **Insurer** and if agreeable to the **Named Organization**, or in United States of America dollars at the rate of exchange published in the Wall Street Journal on the date that the **Insurer’s** obligation to pay such **Loss** is established. If the Wall Street Journal is not published on such date, the rate of exchange published in the Wall Street Journal on its next publication date shall apply.

4. SPOUSAL, DOMESTIC PARTNER, ESTATE, & LEGAL REPRESENTATIVE COVERAGE

Regarding the **Liability Coverage Parts**, coverage shall apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured Person** or, if an **Insured Person** dies, becomes incapacitated, or files for bankruptcy, such **Insured Person’s** estate, trustee, beneficiaries, heirs, assigns, or legal representatives provided that:

A. such **Claim** arises solely out of such person’s:

1. status as the spouse, **Domestic Partner**, trustee, beneficiary, heir, assign, or legal representative of such **Insured Person**; or

2. ownership of property sought as recovery for a **Wrongful Act**; and

B. no coverage shall apply to any **Claim** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty of such persons or entities.

Coverage for such **Claim** shall be on the same terms and conditions (including, without limitation, the Retention) as apply to a **Claim** made against an **Insured Person**.

5. EXTENDED REPORTING PERIOD

Regarding the **Liability Coverage Parts**:

A. If this Policy is canceled or not renewed, other than cancellation for non-payment of premium, the **Insureds** shall have the right to elect a continuation of coverage for the Additional Period stated in Item 4 of the Declarations (the “Extended Reporting Period”). If elected, the Extended Reporting Period shall commence upon the effective date of such cancellation or non-renewal. Such continuation of coverage shall apply only to any:

1. **Claim** first made against the **Insureds** during the Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**; or

2. **Inquiry** first made against an **Insured Person** during the Extended Reporting Period for matters, circumstances, or **Wrongful Acts** occurring prior to the end of the **Policy Period**,

that is otherwise covered under this Policy.

B. The rights contained in this Section shall terminate unless a written notice of election together with the additional premium stated in Item 4 of the Declarations is received by the **Insurer** within 30 days after the effective date of cancellation or non-renewal.

C. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.

D. There is no separate limit of liability for the Extended Reporting Period.

6. LIMIT OF LIABILITY & COVERAGE COORDINATION

A. Regarding the **Liability Coverage Parts**:

1. The Limit of Liability specified in Item 6 of the Declarations for each **Liability Coverage Part** shall be the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**.

2. Notwithstanding 1 above, if the Liability Coverage Parts Aggregate Limit of Liability option is elected in Item 6.A of the Declarations:

   a. such single Aggregate Liability Coverage Parts Limit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under all **Liability Coverage Parts** combined; and

   b. any amount specified as a Limit of Liability for an elected **Liability Coverage Part** shall be:

      1. the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**; and

      2. part of, and not in addition to, the amount specified as the Aggregate Liability Coverage Parts Limit of Liability.

3. Notwithstanding 1 above, if the Liability Coverage Parts Subject to Shared Limit of Liability - Shared Limit of Liability option is elected in Item 6.B of the Declarations:

   a. such single shared Limit of Liability shall apply to all **Liability Coverage Parts** designated in Item 6.B of the Declarations and be:

      1. the maximum aggregate amount that the **Insurer** shall pay under all shared **Liability Coverage Parts** combined; and

      2. part of, and not in addition to, the amount specified as the Aggregate Liability Coverage Parts Limit of Liability; and

b. any amount specified as a Limit of Liability for an designated shared **Liability Coverage Part** shall be:

1. the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**; and

2. part of, and not in addition to, the amount specified as the Shared Liability Coverage Parts Limit of Liability.

4. **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** shall reduce each applicable Limit of Liability.

5. If any **Loss** is covered under two or more **Liability Coverages Parts**:

a. **Loss** covered under the Employment Practices Liability Coverage Part shall be paid prior to paying **Loss** under any other **Liability Coverage Part**;

b. the **Insureds** shall be entitled to recover **Loss** only once; and

c. the maximum aggregate amount that the **Insurer** shall pay for all **Loss** arising from a **Claim**, including **Loss** resulting from any **Claims** arising out of the same **Wrongful Act**, **Interrelated Wrongful Acts** or fact, circumstance, situation, event, transaction, or cause that are deemed a single **Claim**, shall not exceed the single greatest remaining Limit of Liability of any applicable **Liability Coverage Part**.

B. Additional Defense Costs Limit of Liability

1. If Additional Defense Costs coverage is elected in Item 6.I of the Declarations, the Additional Defense Costs Limit specified shall be available to pay Defense Costs for Claims covered under the designated Liability Coverage Part ("Additional Defense Costs").

2. The Additional Defense Costs Limit specified shall be the maximum amount the Insurer shall pay for Additional Defense Costs for each designated **Liability Coverage Part**; however, if the Shared Defense Limit option is elected, the maximum amount the Insurer shall pay for Additional Defense Costs for all designated **Liability Coverage Parts** combined shall not exceed the largest Additional Defense Cost Limit listed.

3. Notwithstanding 6.A.4 above, the Additional Defense Costs Limits shall be: (i) in addition to, and not part of, any limit of liability otherwise applicable to any designated Liability Coverage Part; and (ii) part of, and not in addition to, any Liability Coverage Parts Aggregate Limit of Liability specified in Item 6 of the Declarations.

4. Loss shall be allocated between, and paid by the Insurer under, the Additional Defense Costs Limit and any limit of liability otherwise applicable to the elected Liability Coverage Parts in whatever portions will maximize the total amount of covered Loss being paid under this Policy.

C. If any applicable Limit of Liability of this Policy is exhausted by the payment of **Loss**, the premium for this Policy shall be fully earned.

7. RETENTION

Regarding the **Liability Coverage Parts**:

A. The **Insurer** shall pay **Loss** resulting from each **Claim** covered under any **Liability Coverage Part** only to the extent such **Loss** exceeds the applicable Retention specified in Item 6 of the Declarations or elsewhere in this Policy.

B. Each Retention shall be uninsured, provided that any Retention applicable to a **Claim** made against an **Insured Person** may be paid by any Side A DIC insurer.

C. Any **Loss** paid by the **Insurer** under any **Liability Coverage Part** pursuant to a duty to defend or otherwise that is within any applicable Retention shall be reimbursed by any **Insured Organization** upon the **Insurer's** request.

D. If a **Claim** is subject to multiple Retentions, then each Retention shall apply separately to such **Claim**, provided that the total Retention for such **Claim** shall not exceed the largest applicable Retention.

E. No Retention shall apply to **Non-Indemnifiable Loss**.

F. All **Insured Organizations** shall provide indemnification for **Loss**, and advance **Defense Costs**, on behalf of any **Insured Person** to the fullest extent permitted or required by law. If such indemnification or advancement is permitted or required by law and all such **Insured Organizations**:

1. refuse in writing to indemnify or advance; or

2. fail to indemnify or advance within 60 days after any written request of an **Insured Person** for such indemnification or advancement,

then any coverage under any **Liability Coverage Part** for such **Insured Person** shall apply without any Retention and such **Insured Organizations** shall reimburse the **Insurer** for the Retention that would have applied if such indemnification or advancement had been made. Such reimbursement shall become immediately due and payable as a direct obligation of such **Insured Organizations** to the **Insurer**. The refusal or failure of any **Insured Organization** to indemnify or advance shall not impair the rights of any **Insured Person** under this Policy.

8. DEFENSE & SETTLEMENT OF CLAIMS

Regarding the **Liability Coverage Parts**:

A. Insured Duty to Defend & Current Advancement of Defense Costs

1. It shall be the duty of the **Insureds** to defend any **Claim**, provided that the **Insurer** shall have the right to effectively associate with the **Insureds** in the defense of any **Claim** and make any investigation it deems appropriate.

2. At the written request of the **Insureds**, the **Insurer** shall advance on a current basis covered **Defense Costs** excess of the applicable Retention. If the **Insurer** and the **Insureds** disagree on the amount of covered **Defense Costs**, then the **Insurer** shall advance **Defense Costs** on a current basis that it believes to be covered under this Policy, if any, until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and applicable law. If it is subsequently determined that **Defense Costs** that have been advanced are not covered under this Policy, then such **Defense Costs** shall be repaid to the **Insurer** by any **Insured Organization** or

Insured Person severally by the entity or person on whose behalf such advancement was made.

B. Insurer Duty to Defend after Tender of Defense

1. The **Named Organization** shall have the option to tender the defense of any **Claim** against an **Insured** to the **Insurer** other than any:

a. **Antitrust Claim**;

b. **Appraisal Claim**;

c. **Contract Claim**;

d. **Employee Privacy Claim**;

e. **Immigration Investigation Claim**;

f. **Product-Services Claim**; or

g. **Wage & Hour Claim**.

2. To elect the option described in 1 above, the **Named Organization** shall provide written notice of its election to the **Insurer** no later than the earlier of: (i) 30 days after a **Claim** is deemed first made; or (ii) such time as a **Claim** is first reported to the **Insurer**.

3. If the **Named Organization** properly tenders the defense of a **Claim** to the **Insurer**:

a. the **Insurer** shall have the right and duty to defend such **Claim**, even if such **Claim** is groundless, false or fraudulent;

b. the **Insurer's** duty to defend such **Claim** shall end upon exhaustion of any applicable Limit of Liability; and

c. the **Insurer** may settle any **Claim** for a monetary amount that the **Insurer** deems reasonable, provided the **Insurer** has the written consent of the **Insureds**, such consent not to be unreasonably withheld.

C. Insurer Consent

The **Insureds** shall neither admit nor assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** or any other fees or expenses for any **Claim** or other matter without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any admission, assumption, offer, settlement, stipulation, **Defense Costs** or any other costs or expenses to which it has not consented.

D. Duty of Cooperation and Severability

The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. The failure of any **Insured Person** to cooperate with the **Insurer** shall not affect coverage for any other **Insured Person**.

E. Claim Settlement – Retention Discount and Waiver

1. If the **Insureds** consent to the first settlement offer by the **Insurer** for a **Claim** and such offer is accepted by the claimant, the applicable Retention specified in Item 6 of the Declarations shall be reduced by 10% and the **Insurer** shall reimburse the **Insureds** for any covered **Loss** paid by the **Insureds** within such Retention.

2. Notwithstanding any other provision of this Policy, the **Insurer** shall reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Retention otherwise applicable to a **Claim**, provided that such **Claim**:

   a. has been resolved by a:

      1. final adjudication with prejudice pursuant to a trial, motion to dismiss, or motion for summary judgment; or

      2. complete and final settlement with prejudice,

      establishing that none of the **Insureds** named in such **Claim** are liable for any **Loss**; and

   b. is not subject to a Retention of $100,000 or any greater amount.

9. ALLOCATION

Regarding the **Liability Coverage Parts**:

A. Defense Costs – Insured Duty to Defend

If the **Insureds** have the duty to defend a **Claim** and the **Insureds** incur **Defense Costs** that are only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or because a **Claim** is made against both covered and uncovered parties, then **Defense Costs** shall be allocated based upon the relative legal and financial exposures of any covered and uncovered matters or covered and uncovered parties.

B. Defense Costs – Insurer Duty to Defend

If the **Insurer** has the duty to defend a **Claim** pursuant to Section 8.B of this Policy and the **Insureds** incur **Defense Costs** that are only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or because a **Claim** is made against both covered and uncovered parties, then 100% of **Defense Costs** incurred by an **Insured** shall be allocated to covered **Loss**.

C. Allocation of Loss Other Than Defense Costs

If **Loss** other than **Defense Costs** arising from a **Claim** is only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or because a **Claim** is made against both covered and uncovered parties, then such **Loss** shall be allocated based upon the relative legal and financial exposures of any covered and uncovered matters or covered and uncovered parties.

If the **Insurer** and the **Insureds** cannot agree on allocation of **Loss**, then the **Insurer** shall make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

10. CLAIM AND POTENTIAL CLAIM NOTICES

Regarding the **Liability Coverage Parts**:

A. As a condition precedent to coverage, the **Insureds** shall give the **Insurer** written notice of any **Claim** as soon as practicable after any **Claim Manager** first becomes aware of such **Claim**, but no later than 90 days after the end of the **Policy Period** or the Extended Reporting Period, if applicable. Such notice shall specify the **Liability Coverage Part** under which notice is being given.

B. If, during the **Policy Period**, any **Claim Manager** becomes aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured** for which coverage may be available under a **Liability Coverage Part**, and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the (i) reasons for anticipating such a **Claim**, (ii) nature and date of the **Wrongful Act**, (iii) identity of the **Insureds** involved, (iv) injuries or damages sustained, (v) names of potential claimants, (vi) manner in which the **Insureds** first became aware of the **Wrongful Act** and (vii) the **Liability Coverage Part** under which such notice is being given, then any **Claim** subsequently arising from such **Wrongful Act** shall be deemed to be a **Claim** first made at the time that the **Insurer** receives such notice.

C. Notice of an **Inquiry** is optional and at the **Insureds'** sole discretion. An **Inquiry** shall not be deemed a **Claim** unless and until it is noticed to the **Insurer**. If the **Insureds** elect to seek coverage for an **Inquiry**, written notice of such **Inquiry** must be provided to the **Insurer** during the **Policy Period**. If written notice of an **Inquiry** is provided to the **Insurer** during the **Policy Period**, then such **Inquiry** shall be deemed a **Claim** first made at the time that the **Insurer** receives such notice.

An **Inquiry** received by the **Insureds** prior to the **Policy Period** may be noticed under this Policy provided that: (i) such **Inquiry** was received by the **Insureds** at a time when a previous policy issued by the **Insurer** was in effect and such previous policy would have provided coverage for such **Inquiry** had such **Inquiry** been noticed under such policy; and (ii) the coverage described in (i) has been continuously maintained in effect with the **Insurer** up until the commencement of this Policy. Except for the foregoing, no coverage is provided under this Policy for any **Inquiry** received by the **Insureds** prior to the **Policy Period**.

D. Regardless of the **Liability Coverage Part** under which a notice of **Claim** or potential **Claim** is given by the **Insureds**, the **Insurer** shall be entitled to make its own determination as to which **Liability Coverage Part**, if any, **Loss** is covered and should be paid.

E. No coverage shall be provided for any fees or expenses for any **Claim** to the extent that such fees or expenses have been incurred prior to the furnishing of written notice of such **Claim** to the **Insurer**.

11. INTERRELATED CLAIMS

Regarding the **Liability Coverage Parts**, all **Claims** arising from, based upon, or in any way related to the same **Wrongful Act**, any **Interrelated Wrongful Acts**, or the same or related fact, circumstance, situation, event, transaction, or cause shall be deemed to be a single **Claim** for all purposes under this Policy that is first made on the earliest date that:

A. any of such **Claims** was commenced, even if such date is before the **Policy Period**;

B. proper notice of such **Wrongful Act** or **Interrelated Wrongful Act** was given and accepted as sufficient to the **Insurer** pursuant to Section 10.B above; or

C. notice of such **Wrongful Act**, **Interrelated Wrongful Act**, or fact, circumstance, situation, event, transaction, or cause was given and accepted as sufficient under any prior directors and officers liability, employment practices liability, fiduciary liability, or similar liability policy.

No coverage is provided for any **Claim** first made, or deemed first made, prior to the **Policy Period**.

12. SUBROGATION

A. The **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the **Insurer's** position or any rights of recovery. The failure of any **Insured Person** to comply with this section shall not affect the rights of any other **Insured Person**. Any successful subrogation by the **Insurer** shall reinstate the Limit of Liability by the amount of the net recovery of such successful subrogation.

B. Regarding the **Liability Coverage Parts**, the **Insurer** shall not subrogate against any **Insureds** or any direct or indirect shareholder of the **Named Organization**.

C. If the **Insurer** exercises its subrogation rights and recovers **Loss** from a person or entity causing such **Loss**, such recovery shall be applied as follows:

1. first, to the costs incurred by the **Insurer** in making such recovery;

2. second, to **Loss** incurred by an **Insured** in excess of the sum of the applicable Limit of Liability and Retention of this Policy;

3. third, to **Loss** paid by the **Insurer** under this Policy; and

4. last, to the Retention applicable to such **Loss** under this Policy.

13. OTHER INSURANCE

Coverage under this Policy shall apply only in excess of any other valid and collectible insurance or bond regardless of whether such other insurance or bond is stated to be excess, contributory, contingent or otherwise, unless such other insurance or bond is written specifically excess of this Policy by reference in such other insurance or bond to this Policy's policy number.

Notwithstanding the above, if **Loss** is covered under this Policy and is also covered under any:

A. management liability insurance policy issued to a security holder of an **Insured Organization**;

B. personal umbrella excess liability insurance purchased by or on behalf of an **Insured Person**; or

C. personal director liability insurance purchased by or on behalf of an **Insured Person**,

coverage under this Policy shall apply as primary insurance for **Loss** resulting from a **Wrongful Act** of an **Executive**, regardless of any indemnification that may be owed to such **Executive** by a security holder of an **Insured Organization**.

14. ORGANIZATIONAL CHANGES

A. Takeover of Named Organization

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities which result in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Organization**; or

2. the **Named Organization** merges into or consolidates with another organization such that the **Named Organization** is not the surviving organization,

then coverage shall continue for: (i) regarding any **Liability Coverage Part**, **Loss** resulting from any **Wrongful Act**, matter or circumstance occurring before such transaction; and (ii) regarding any **Non-Liability Coverage Part**, **Loss** resulting from any covered event occurring before such transaction. Regarding any **Liability Coverage Part**, no coverage shall be available for any act, error, omission, misstatement, misleading statement, neglect, breach of duty, matter or circumstance occurring, or alleged to have occurred, after such transaction. Regarding any **Non-Liability Coverage Part**, no coverage shall be available for any **Loss** resulting from any event occurring after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Insureds** shall give the **Insurer** written notice of such transaction as soon practicable, but not later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of New Subsidiary

If, before or during the **Policy Period**, any **Insured Organization**:

1. acquires or creates a **Subsidiary**; or

2. merges with another organization such that the **Insured Organization** is the surviving entity,

then such newly acquired, created, or merged organization and its **Insureds** shall be covered for: (i) regarding any **Liability Coverage Part**, **Loss** resulting from any otherwise covered **Wrongful Act**, matter or circumstance occurring after such transaction; and (ii) regarding any **Non-Liability Coverage Part**, **Loss** resulting from any covered event occurring after such transaction.

C. Subsidiary Coverage

Regarding any **Subsidiary**, coverage shall be limited to: (i) regarding any **Liability Coverage Part**, **Loss** resulting from any otherwise covered **Wrongful Act**, matter or circumstance occurring while such entity or organization is a **Subsidiary**; and (ii) regarding any **Non-Liability Coverage Part**, **Loss** resulting from any covered event occurring while such entity or organization is a **Subsidiary**. No coverage is provided for any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty, matter, circumstance, or event of any **Subsidiary** or any **Insured Person** or **Plan** of such **Subsidiary** occurring or alleged to have occurred prior to such entity or organization becoming a **Subsidiary** or after such entity or organization ceased to be a **Subsidiary**.

15. RUNOFF PERIOD

Regarding the **Liability Coverage Parts**:

A. If a transaction described in Section 14. Organizational Changes, A. Takeover of Named Organization (the “Takeover”) occurs during the **Policy Period**, other than an acquisition by, merger into, or consolidation with, an entity or organization whose securities are offered to the public or any direct or indirect subsidiary of such entity or organization, the **Insureds** shall have the right to elect a continuation of coverage for one of the Runoff Period options stated in Item 5 of the Declarations (the "Runoff Period"). If no Runoff Option is designated in Item 5 of the Declarations, the Insureds shall not have the right to elect such continuation of coverage. If elected, the Runoff Period shall commence upon the effective date of the Takeover and the **Policy Period** shall end at such time. Such continuation of coverage shall apply only to any:

1. **Claim**, other than an **Insured Person Investigation** or an **Inquiry**, first made against the **Insureds** during the Runoff Period for a **Wrongful Act** occurring prior to the Takeover; or

2. **Insured Person Investigation** or **Inquiry** first made against an **Insured Person** during the Runoff Period for matters or circumstances occurring prior to the Takeover, that is otherwise covered under this Policy.

B. The rights contained in this Section shall terminate unless a written notice of election together with the applicable additional premium stated in Item 5 of the Declarations is received by the **Insurer** within 30 days after the effective date of the Takeover. Such written notice shall specify the Runoff Period option selected by the **Insureds**.

C. The additional premium for the Runoff Period shall be fully earned at the inception of the Runoff Period. The Runoff Period is not cancelable.

D. There is no separate limit of liability for the Runoff Period.

16. PRIORITY OF LOSS PAYMENTS

Regarding the **Liability Coverage Parts**:

A. If **Loss** is incurred that is acknowledged by the **Insurer** to be covered under this Policy except that such **Loss** exceeds the remaining Limit of Liability for this Policy, the **Insurer** shall pay such **Loss**, subject to the applicable Limits of Liability, in the following priority:

1. first, the **Insurer** shall pay **Loss** incurred by an **Insured Person** other than **Loss** indemnified by an **Insured Organization**;

2. second, the **Insurer** shall pay **Loss** incurred by an **Insured Person** that is indemnified by an **Insured Organization**;

3. third, the **Insurer** shall pay any other **Loss**.

B. If **Loss** is incurred by an **Insured Organization** that is acknowledged by the **Insurer** to be covered under this Policy, the **Named Organization** shall have the right to direct the **Insurer** to delay payment of such **Loss** until such time as the **Named Organization** specifies. Any such direction by the **Named Organization** to delay payment of **Loss** shall be authorized by the board of directors or other governing board of the **Named Organization** and conveyed by written notice to the **Insurer** from the chief executive officer of the **Named Organization**. The **Insurer's** liability under this Policy shall not be increased, and the **Insurer** shall not be liable for any interest, as a result of any such delayed **Loss** payment. Any such delayed **Loss** payment shall be available to the **Insurer** to pay **Loss** incurred by an **Insured Person** other than **Loss** indemnified by an **Insured Organization**. Any such payment of **Loss** incurred by an **Insured Person** out of funds withheld pursuant to this provision shall terminate the **Insurer's** obligation to make a delayed **Loss** payment on behalf of an **Insured Organization**.

C. Except as otherwise provided in this Section, the **Insurer** may pay **Loss** without regard to any other current or future payment obligations under this Policy.

17. **APPLICATION**

A. If the **Application** contains any material misrepresentation or omission of information made with intent to deceive or that materially affects the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, the **Insurer** shall not pay **Loss**, including **Loss** in connection with any **Claim**, for, based upon, arising from, or in any way related to any:

1. **Insured Person** who knew at the inception of the **Policy Period** of such information, including **Loss** resulting from indemnification of any such **Insured Person**; or

2. **Insured Organization** or **Plan** if:

a. regarding all Coverage Parts other than the Crime Coverage Part, the **Named Organization's** chief executive officer or chief financial officer; or

b. regarding the Crime Coverage Part, the **Named Organization's** chief executive officer or chief financial officer or the person signing the **Application**,

knew at the inception of the **Policy Period** of such information.

The above provision shall apply regardless of whether the **Insured Person**, the **Named Organization's** chief executive officer or chief financial officer, or the person signing the **Application** was aware that the above described information had been misrepresented or omitted from the **Application**.

B. Except as described above, knowledge possessed by any **Insured** shall not be imputed to any other **Insured**.

C. Notwithstanding any provision of this Policy, the **Insurer** shall not rescind this Policy.

D. The **Application** shall be deemed attached to, and incorporated into, this Policy.

18. **SUITS AGAINST THE INSURER**

A. No suit or other proceeding shall be commenced by the **Insureds** against the **Insurer** unless there shall have been full compliance with all the terms and conditions of this Policy.

B. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insureds** nor shall the **Insurer** be impleaded by the **Insureds** in any **Claim**.

19. **ENTIRE AGREEMENT**

This Policy, including the Declarations, General Provisions, elected Coverage Part(s), written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** regarding the insurance provided hereunder.

20. **POLICY CHANGES**

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.

21. **ASSIGNMENT**

Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.

22. **NAMED ORGANIZATION'S AUTHORITY**

The **Named Organization** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, reporting of **Claims** and potential **Claims**, acceptance of endorsements, payment of premiums, and receipt of return premiums.

23. CANCELLATION

A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 20 days notice to the **Named Organization**. This Policy may not otherwise be cancelled by the **Insurer**.

B. Except as otherwise provided, the **Named Organization** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.

C. If the **Insurer** or the **Named Organization** cancels this Policy, unearned premium shall be calculated on a pro rata basis. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The **Insurer** shall make payment of any unearned premium as soon as practicable.

24. BANKRUPTCY

A. Bankruptcy or **Insolvency** of any **Insureds** shall not relieve the **Insurer** of any of its obligations under this Policy.

B. If a bankruptcy or I**nsolvency** of an **Insured Organization** occurs, the **Insurer** and **Insureds** shall cooperate to obtain relief from any stay or injunction preventing the payment of policy proceeds for the benefit of **Insured Persons**.

25. NOTICES

A. Notices to the **Insureds** shall be sent to the **Named Organization** at the address specified in Item 1 of the Declarations.

B. Notices to the **Insurer** shall be sent to the applicable address specified in Item 7 of the Declarations and become effective upon receipt at such address.

C. All notices and supporting documents shall be submitted in writing in English.

26. TITLES

The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

27. REFERENCES TO LAWS

A. Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.

B. The phrase “any similar law” following any statute, act, or code mentioned in this Policy shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

28. STATE AMENDATORY INCONSISTENCY

If there is an inconsistency in language between a state amendatory endorsement to this Policy and any provisions of this Policy, the **Insurer** shall apply the language that is more favorable to the **Insureds** provided such application is permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOPY PLUS
(LOCKTON NATIONAL PANEL)
(GENERAL PROVISIONS)

Regarding the General Provisions, it is agreed that:

1. APPLICATION DEFINITION – WARRANTY

Section 2. Definitions C, "Application" 3 is deleted and replaced by:

3. warranty provided to the **Insurer** in connection with any coverage part or policy of which this Policy is a renewal or replacement.

2. CLAIM MANAGER – REMOVE HR DIRECTOR

Section 2. Definitions F, "Claim Manager" is deleted and replaced by:

F. **"Claim Manager"** means any:

1. chief executive officer;

2. chief financial officer;

3. chief legal officer; or

4. risk manager,

of the **Named Organization.**

3. EMPLOYEE PRIVACY WRONGFUL ACT DEFINITION

Section 2. Definitions M, "Employee Privacy Wrongful Act" is deleted and replaced by:

M. **"Employee Privacy Wrongful Act"** means:

1. any actual or alleged failure by an **Insured**, or a third party on an **Insured's** behalf, to protect the **Personal Information** of any **Employee**, **Executive**, applicant for employment with an **Insured Organization**, or **Independent Contractor**; or

2. any actual or alleged violation of any **Privacy Law** by any **Insured**, or a third party on an **Insured's** behalf, regarding the **Personal Information** of any **Employee**, **Executive**, applicant for employment with an **Insured Organization**, or **Independent Contractor**.

4. ERISA DEFINITION – PENSION BENEFITS STANDARDS ACT

Section 2. Definitions N, "ERISA" is deleted and replaced by:

N. **"ERISA"** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, and the Health Insurance Portability and Accountability Act of 1996), the English Pension

Scheme Act 1993, the English Pensions Act 1995, the Pension Benefits Standards Act 1985, or any similar law.

5. <u>EXECUTIVE DEFINITION – BOARD OBSERVER, DE FACTO DIRECTOR, AND SHADOW DIRECTOR</u>

Section 2. Definitions O, “Executive” is deleted and replaced by:

O. **“Executive”** means any natural person who is, was, or becomes a duly elected or appointed:

1. director, officer, risk manager, or member of the board of managers or management committee of an **Insured Organization**;

2. in-house chief legal officer of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;

3. general partner of an **Insured Organization** organized as a limited partnership;

4. board observer of an **Insured Organization**;

5. de facto director of an **Insured Organization**;

6. shadow director of any **Subsidiary** incorporated or domiciled in the United Kingdom or the Republic of Ireland as defined in Section 741 of the United Kingdom’s Companies Act 1985; or

7. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified above.

6. <u>PERSONAL INFORMATION DEFINITION</u>

Section 2. Definitions HH “Personal Information” is deleted and replaced by:

HH. **“Personal Information”** means any:

1. information from which a person may be uniquely and reliably identified or contacted, including, without limitation, any: (i) name; (ii) address; (iii) telephone number; (iv) social security number; (v) drivers license number or any other state identification number; (vi) biometric identifier or biometric information; (vii) medical or healthcare data, including protected health information; or (viii) credit, debit or other account numbers in combination with security codes, access codes, passwords or PIN numbers for such account numbers; or

2. non-public personal information as defined in any **Privacy Law**.

Regarding the Network Security, Privacy, & Media Liability Coverage Part, **Personal Information** shall have the meaning specified in the Network Security, Privacy, & Media Liability Coverage Part.

7. <u>PRIVACY LAW DEFINITION</u>

Section 2. Definitions KK, “Privacy Law” is deleted and replaced by:

KK. **“Privacy Law”** means:

1. any of the following laws:

a. Health Insurance Portability and Accountability Act of 1996 (HIPAA);

b. Gramm-Leach-Bliley Act of 1999 (GLBA);

c. Biometric Information Privacy Act (BIPA);

d. European Union General Data Protection Regulation (GDPR);

e. California Consumer Privacy Act (CCPA);

f. consumer protection or unfair and deceptive trade practice laws, including, without limitation, Section 5(a) of the Federal Trade Commission Act, to the extent any such laws are applied to non-public personal information;

g. security breach notification laws that require notice to any person of the actual or potential theft of their non-public personal information, including, without limitation, the California Security Breach Notification Act; or

2. any similar law to those specified in 1 above that regulates non-public personal information.

Regarding the Network Security, Privacy, & Media Liability Coverage Part, **Privacy Law** shall have the meaning specified in the Network Security, Privacy, & Media Liability Coverage Part.

8. <u>DEFENSE COSTS ADVANCEMENT – CURRENT BASIS WITHIN 60 DAYS OF DOCUMENTATION</u>

Section 8. Defense & Settlement of Claims, A.2 is deleted and replaced by:

2. At the written request of the **Insureds**, the **Insurer** shall advance covered **Defense Costs** excess of the applicable Retention on a current basis within 60 days after receiving proper documentation, including itemized invoices, of such **Defense Costs**. If the **Insurer** and the **Insureds** disagree on the amount of covered **Defense Costs**, then the **Insurer** shall advance **Defense Costs** on a current basis that it believes to be covered under this Policy, if any, until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and applicable law. If it is subsequently determined that **Defense Costs** that have been advanced are not covered under this Policy, then such **Defense Costs** shall be repaid to the **Insurer** by any **Insured Organization** or **Insured Person** severally by the entity or person on whose behalf such advancement was made.

9. <u>CLAIM SETTLEMENT – SETTLEMENT WITHIN THE RETENTION OR UP TO $100K</u>

Section 8. Defense & Settlement of Claims, C. is amended to add:

Notwithstanding the above, the **Insureds** may make a settlement offer of a **Claim** without the **Insurer's** prior consent if the total amount of **Loss** for such **Claim**, including **Loss** resulting from any other **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** that are deemed to be a single **Claim**, does not exceed the lesser of $100,000 or the applicable Retention.

10. <u>DEFENSE & SETTLEMENT OF CLAIMS – CONFLICT OF INTEREST</u>

Section 8. Defense & Settlement of Claims, is amended to add:

Conflict of Interest – Separate Counsel

If there is a conflict of interest among any **Insureds**, the **Insureds** shall notify the **Insurer** of such conflict and obtain the **Insurer's** prior written consent to retain separate counsel, such consent not to be unreasonably withheld.

11. ALLOCATION – BEST EFFORTS

Section 9. Allocation, A and C are deleted and replaced by:

A. Defense Costs – Insured Duty to Defend

If the **Insureds** have the duty to defend a **Claim** and the **Insureds** incur **Defense Costs** that are only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or because a **Claim** is made against both covered and uncovered parties, then **Defense Costs** shall be allocated based upon the relative legal and financial exposures of any covered and uncovered matters or covered and uncovered parties. In making such a determination, the **Insurer** and the **Insureds** shall use their best efforts to determine a fair and proper allocation of all such amounts.

C. Allocation of Loss Other Than Defense Costs

If **Loss** other than **Defense Costs** arising from a **Claim** is only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or because a **Claim** is made against both covered and uncovered parties, then such **Loss** shall be allocated based upon the relative legal and financial exposures of any covered and uncovered matters or covered and uncovered parties. In making such a determination, the **Insurer** and the **Insureds** shall use their best efforts to determine a fair and proper allocation of all such amounts.

12. NOTICE TO THE POLICY

Section 10. Claim and Potential Claim Notices, is amended to add:

Written notice to the **Insurer** under A., B. or C. above shall be deemed notice under the Policy in its entirety.

13. PRE-AGREED RUNOFF – 90 DAY TIMELINE

Section 15. Runoff Period B is deleted and replaced by:

B. The rights contained in this Section shall terminate unless a written notice of election together with the applicable additional premium stated in Item 5 of the Declarations is received by the **Insurer** within 90 days after the effective date of the Takeover. Such written notice shall specify the Runoff Period option selected by the **Insureds**.

14. BANKRUPTCY STAY WAIVER

Section 24. Bankruptcy, is amended to add:

If a voluntary or involuntary petition is filed for any **Insured Organization** under Chapter 11 of the United States Bankruptcy Code or any similar law:

1. none of the **Insureds** shall object or make any opposition to any efforts by the **Insurer** to pay **Loss** under the Policy (including a motion for relief from an automatic stay or otherwise); and

2. the **Insureds** shall waive and release any automatic stay or injunction that may apply to the proceeds of the Policy as a result of such bankruptcy petition.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 1

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE & SETTLEMENT OF CLAIMS – INSURED DUTY TO DEFEND (GENERAL PROVISIONS)

It is agreed that the General Provisions are amended as follows:

1. Section 8. Defense & Settlement of Claims, Subsection B. Insurer Duty to Defend After Tender of Defense is deleted.

2. Section 9. Allocation, Subsection B. Defense Costs – Insurer Duty to Defend is deleted.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 2

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN COVERAGE COORDINATION ENDORSEMENT

It is agreed that:

1. If a **Claim** is covered under this Policy and a **Foreign Policy**, unless legally prohibited from doing so in the jurisdiction where the **Foreign Policy** is written, this Policy shall respond and pay covered **Loss** resulting from such **Claim** only to the extent that such **Loss** is not paid under such **Foreign Policy**. If any **Foreign Insured** pays a retention for such **Claim** under the **Foreign Policy**, such payment shall be credited against any retention applicable to such **Claim** under this Policy.

2. **"Foreign Insured"** means any:

A. **Subsidiary** or affiliate of the **Named Organization** that is domiciled in a country other than the United States of America; or

B. natural person serving with an entity specified in A above who falls within the definition of **Insured Person** or would fall within the definition of **Insured Person** if such person was serving with the **Named Organization**.

3. **"Foreign Policy"** means any directors and officers liability, employment practices liability, fiduciary liability, or similar liability policy issued to a **Foreign Insured** in connection with this Policy and insured directly or reinsured by the **Insurer** or by any of its affiliated companies.

4. Notwithstanding any other provision, the maximum aggregate amount that the **Insurer** and the insurers of any **Foreign Policies** shall be liable to pay under this Policy and under the **Foreign Policies** combined shall be the applicable Limit of Liability specified in Item 6 of the Declarations. In the event the **Insurer** and the insurers of the **Foreign Policies** combined make payments that, in the aggregate, are in excess of any Limit of Liability specified in Item 6 of the Declarations, then the **Named Organization** shall reimburse the **Insurer** for such excess amount within 30 days of the **Insurer's** request for reimbursement.

5. It is the intention of the parties that any terms of this Policy which are more favorable to the **Foreign Insureds** shall apply to the **Foreign Policies**, where legally permissible, except for those terms regarding any retentions or deductibles, limits or sublimits of liability, claims made and reported provisions, notice, duty to defend, non-renewal, taxes, or premiums.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

DIRECTORS, OFFICERS, & ORGANIZATION LIABILITY COVERAGE PART

TABLE OF CONTENTS

DIRECTORS, OFFICERS, & ORGANIZATION LIABILITY COVERAGE PART

1. INSURING AGREEMENTS

A. Insured Person Liability

Except for **Loss** paid as indemnification by an **Insured Organization**, the **Insurer** shall pay **Loss** on behalf of any **Insured Person** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable.

B. Organization Reimbursement

The **Insurer** shall pay **Loss** on behalf of an **Insured Organization** that such **Insured Organization** is permitted or required to indemnify any **Insured Person** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable.

C. Organization Liability

The **Insurer** shall pay **Loss** on behalf of an **Insured Organization** resulting from a **Claim** first made against such **Insured Organization** during the **Policy Period** or Extended Reporting Period, if applicable.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. **"Asset Protection Costs"** means reasonable fees and expenses incurred by or on behalf of an **Executive** to:

1. oppose any efforts by any **Investigating Authority** to seize or otherwise enjoin the personal assets or real property of an **Executive** or to revoke, overturn or set aside a court order which in any way impairs the use of such assets or property; or

2. seek the release of an **Executive** from any arrest, detainment or incarceration by an **Investigating Authority**.

B. **"Books & Records Demand"** means a written demand or proceeding brought by a security holder of an **Insured Organization** pursuant to any law which provides a right to inspect such **Insured Organization's** books and records, including, without limitation, Section 220 of the Delaware General Corporation Law or any similar law, commenced by the receipt by, or service upon, any **Insured** of such demand or proceeding.

C. **"Claim"** means:

1. any:

a. written demand for civil monetary damages or injunctive or other civil non-monetary relief commenced by the receipt by any **Insured** of such demand, including, without limitation, any **Derivative Demand** or **Books & Records Demand** subject to the provisions of Section 3 Coverage Extensions and Sublimits A;

b. civil proceeding or arbitration, mediation or other alternative dispute resolution proceeding, commenced by the receipt by, or service upon, any **Insured** of a complaint, arbitration demand, mediation request or similar document;

c. criminal proceeding, including any related **Extradition**, commenced by the return of an indictment, information or similar document;

d. administrative or regulatory proceeding commenced by the receipt by, or service upon, any **Insured** of a notice of charges or similar document;

e. any **Insured Organization Investigation**, subject to the provisions of Section 3 Coverage Extensions and Sublimits E;

provided that: (i) such demand, proceeding or investigation is for a **Wrongful Act**; (ii) a and b shall not include any administrative, regulatory, or criminal proceeding or investigation; and (iii) c and d shall not include any administrative, regulatory, or criminal investigation;

2. any **Insured Person Investigation**;

3. regarding Insuring Agreements A and B only, any **Inquiry**, which shall be deemed a **Claim** only if the **Insured** provides written notice in accordance with General Provisions Section 10. Claim and Potential Claim Notices;

4. any written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1.b, c or d above commenced by the receipt by any **Insured** of such request; or

5. any **Appraisal Claim**, subject to the provisions of Section 3 Coverage Extensions and Sublimits B.

D. **"Computer System"** means any

1. computer hardware, electronic mobile device, software or firmware, and components thereof, including data stored thereon, that is: (i) owned or leased by an **Insured Organization**; and (ii) under the direct operational control of an **Insured Organization**; or

2. electronic mobile device owned and under the direct operational control of an employee of an **Insured Organization**.

E. **"Crisis Management Costs"** means reasonable fees and expenses incurred by an **Insured** in response to any **Network Breach** or **Privacy Violation** for:

1. public relations firm services to mitigate reputational damage; and

2. legal services by an attorney approved by the **Insurer** to:

a. provide counsel on the obligations of any applicable **Privacy Law**; and

b. draft notices required by any applicable **Privacy Law**.

Crisis Management Costs excludes any compensation, internal expenses, or overhead of any **Insured**.

F. **“Defense Costs”** means reasonable fees and expenses incurred in the defense or appeal of a **Claim**, including **Extradition Costs** and **UK Corporate Manslaughter Act Defense Costs**. **Defense Costs** include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to issue, or provide collateral for, such bond. **Defense Costs** exclude any: (i) compensation, benefit expenses, or overhead of any **Insureds**; (ii) **Investigation Costs**; or (iii) **Inquiry Response Costs**.

G. **“Derivative Demand”** means any written demand by any security holder of an **Insured Organization**, in their capacity as such, upon the board of directors or other governing board of such **Insured Organization** to bring a lawsuit against an **Insured Person** for a **Wrongful Act**.

H. **“Derivative Suit”** means any lawsuit against an **Insured Person** for a **Wrongful Act** of such **Insured Person** made on behalf of an **Insured Organization** by any securities holder of such **Insured Organization**, in their capacity as such, including any lawsuit naming the **Insured Organization** as a nominal defendant.

I. **“Employee”** means any natural person who is, was, or becomes an employee of an **Insured Organization**, including any full time, part-time, seasonal, leased, loaned and temporary employee, as well as any volunteer or intern of an **Insured Organization**. **Employee** excludes any **Independent Contractor**.

J. **“Employment Claim”** means any **Claim** for wrongful employment termination, employment discrimination or any other employment related **Wrongful Act**.

K. **“Inquiry”** means any:

1. subpoena or similar document compelling witness testimony or document production by an **Insured Person** regarding such **Insured Person’s** capacity in an **Insured Organization** or an **Insured Organization’s** business activities;

2. written request by an **Investigating Authority** for an **Insured Person** to appear for an interview or meeting or to produce documents regarding such **Insured Person’s** capacity in an **Insured Organization** or an **Insured Organization’**s business activities; or

3. written request by an **Insured Organization** for an **Insured Person** to appear for an interview or meeting or to produce documents regarding such **Insured Person’s** capacity in an **Insured Organization** or an **Insured Organization’s** business activities if such request is in response to any investigation: (i) by an **Insured Organization’s** board of directors or other governing board of a **Derivative Demand** or a **Derivative Suit**; or (ii) by an **Investigating Authority** of an **Insured Organization’s** business activities.

Inquiry excludes any routine or regularly scheduled oversight, compliance, audit, examination or inspection conducted by an **Investigating Authority** or an **Insured Organization**.

L. **“Inquiry Response Costs”** means reasonable fees and expenses incurred by an **Insured Person** in response to an **Inquiry**, including, without limitation, fees and expenses incurred in preparation for, and attendance at, an interview or meeting requested by an **Investigating Authority** or an **Insured Organization**. **Inquiry Response Costs** exclude any: (i) compensation, benefits expenses, or overhead of any **Insureds**; or (ii) fees or expenses to comply with any discovery or production request seeking documents, records or electronic information in the possession of an **Insured Organization** or any third-party.

M. **"Insured Organization Investigation"** means any civil, criminal, administrative or regulatory investigation of any **Insured Organization** for a **Wrongful Act** commenced by the receipt by, or service upon, such **Insured Organization** of a formal order of investigation, Wells Notice, subpoena or target letter (within the meaning of title 9-11.151 of the United States Attorneys Manual) from an **Investigating Authority** identifying such **Insured Organization** in writing as a target of an investigation against whom a civil, criminal, administrative or regulatory proceeding may be brought.

N. **"Insured Person"** means any:

1. **Executive**;

2. **Employee**;

3. natural person who is, was, or becomes a duly elected or appointed member of an advisory board of any **Insured Organization**, including, without limitation, a medical, scientific, or technology advisory board, provided that such member shall not be considered an **Insured Person** for purposes of Section 4. Exclusions, A.6;

4. natural person who is a manager or member of the Board of Governors of an **Insured Organization**; or

5. **Independent Contractor**, if, within 60 days of a **Claim** being made against such person, any **Insured Organization** agrees in writing to indemnify such person for such **Claim**.

O. **"Insured Person Investigation"** means any civil, criminal, administrative or regulatory investigation of an **Insured Person**, in their capacity as such, commenced by: (1) receipt by, or service upon, such **Insured Person** of a formal order of investigation, Wells Notice, subpoena or target letter (within the meaning of title 9-11.151 of the United States Attorneys Manual) from an **Investigating Authority** identifying such **Insured Person** in writing as a target of an investigation against whom a civil, criminal, administrative or regulatory proceeding may be brought; or (ii) the arrest and detainment or incarceration for more 24 hours of such **Insured Person** by any law enforcement authority in a jurisdiction other than the United States of America or its territories or possessions.

P. **"Insureds"** means any:

1. **Insured Organization**; or

2. **Insured Person**.

Q. **"Investigating Authority"** means any federal, state, local or foreign law enforcement or governmental entity (including, without limitation, the U.S. Department of Justice, the U.S. Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities or commodities exchange or other self-regulatory body.

R. **"Investigation Costs"** means reasonable fees and expenses incurred by an **Insured Organization**, or on its behalf by its board of directors or other governing board or any committee thereof, to investigate, evaluate, and respond to a **Derivative Demand**, **Derivative Suit**, or **Books & Records Demand**. **Investigation Costs** exclude any: (i) compensation, benefits expenses, or overhead of any **Insureds**; or (ii) **Defense Costs**.

S. **"Loss"** means **Defense Costs**, damages, settlements, judgments, and pre- and post-judgment interest, including plaintiff legal fees and costs awarded pursuant to a covered settlement or judgment. Regarding Insuring Agreements A and B only, **"Loss"** also means **Inquiry Response Costs** and **SOX 304/Dodd-Frank 954 Costs**. Regarding Section 3. Coverage Extensions and Sublimits, A. Derivative and Books & Records Demands Coverage, **"Loss"** means **Investigation Costs** only. Regarding Section 3. Coverage Extensions and Sublimits B. Appraisal Claim Coverage, **"Loss"** includes **Investigation Costs**. Regarding Section 3. Coverage Extensions and Sublimits C. Asset Protection Costs Coverage, **"Loss"** means **Asset Protection Costs** only. Regarding Section 3. Coverage Extensions and Sublimits, D. Crisis Management Costs Coverage, **"Loss"** means **Crisis Management Costs** only.

The following items are specifically included in, or excluded from, **Loss**:

1. **Loss** includes any:

- **a.** judgment or settlement amounts attributable to violations of Sections 11, 12 or 15 of the Securities Act of 1933, provided that if any **Insured Persons** and an **Insured Organization** are co-defendants in any **Claim** in which such judgment or settlement occurs, the **Insurer** shall allocate 100% of such **Loss** to the **Insured Persons**;

- **b.** punitive, exemplary or multiple damages awarded pursuant to a covered judgment or settlement;

- **c.** civil penalties assessed against an **Insured Person** pursuant to Section 2(g)2(B) of the Foreign Corrupt Practices Act, the UK Bribery Act, or any similar law;

- **d.** civil fines or civil penalties incurred by **Insured Persons** imposed in a jurisdiction outside of the United States of America and where insurable by applicable law;

- **e.** civil fines or civil penalties incurred by **Insured Persons** that all **Insured Organizations** cannot indemnify solely because of **Insolvency** and where insurable by applicable law; or

- **f.** regarding Insuring Agreement A, taxes assessed against an **Insured Organization** that an **Insured Person** becomes liable to pay because of **Insolvency**.

Except where required by law, the **Insurer** shall not assert that the above types of **Loss** are uninsurable. Notwithstanding 2.e below, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.

2. **Loss**, other than **Defense Costs**, excludes any:

- **a.** fines or penalties imposed by law, except as provided in **1.c**, **1.d**, and **1.e** above;

- **b.** taxes, except as provided in **1.f** above;

- **c.** amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**;

- **d.** non-monetary relief;

e. matters that are uninsurable pursuant to applicable law; or

f. amount representing, or substantially equivalent to, an increase in consideration paid, or proposed to be paid, in connection with any purchase of securities or assets of, or by, an **Insured Organization**.

3. Regarding any **Employment Claim**, **Loss**, other than **Defense Costs**, also excludes any:

a. amounts sought under any contract or agreement;

b. future compensation for any person hired, promoted or reinstated to employment;

c. employment-related benefits (including, without limitation, retirement benefits, perquisites, vacation or sick days, medical or insurance benefits, stock benefits, stock options, stock appreciation rights, deferred compensation or any other type of compensation);

d. costs of any accommodation required by the Americans with Disabilities Act or any similar law;

e. employment termination severance payments other than payments negotiated with and consented to by the **Insurer** as part of a settlement; or

f. compensation earned by, or due to, a claimant in the course of employment but not paid.

T. **"Malicious Code"** means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.

U. **"Network Breach"** means any:

1. unauthorized access to, or unauthorized use of, a **Computer System**;

2. transmission of **Malicious Code** into or from a **Computer System**; or

3. malicious attack intended to overwhelm the capacity of any **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.

V. **"Outside Capacity"** means service by an **Insured Person** as a director, officer, trustee, regent, governor or equivalent executive of an **Outside Organization** with the knowledge and consent of or at the request of an **Insured Organization**.

W. **"Outside Organization"** means any not-for-profit corporation, community chest, fund or foundation that is: (i) not an **Insured Organization**; and (ii) exempt from federal income tax as an entity described in Section 501(c)(3), (4), (7) or (10) of the Internal Revenue Code of 1986, or any other entity organized for a religious or charitable purpose under any non-profit organization act or statute.

X. "**Privacy Violation**" means any:

1. failure to protect **Private Information** while in the care, custody or control of an **Insured**;

2. violation of a **Privacy Law** by an **Insured**; or

3. violation of an **Insured's** privacy policy prohibiting any **Insured** from disclosing **Private Information**.

Y. **"Private Information"** means any:

1. **Personal Information**; or

2. confidential or proprietary business information that is not available to the general public.

Z. **"Public Shell Company"** means any entity that:

1. is a special purpose acquisition company, blank check company or other publicly traded company with substantially no operations;

2. directly or indirectly controls, is controlled by, or is under common control with, the entity specified in 1 above; or

3. is a successor in interest to, or is the resulting or surviving entity after, a merger, consolidation, or business combination involving an entity specified in 1 or 2 above.

AA. **"Securities Wrongful Act"** means any **Wrongful Act**:

1. in the purchase or sale, or an offer or solicitation of an offer to purchase or sell, any securities issued by an **Insured Organization**, regardless of whether such purchase, sale or offer occurs in the open market or in a transaction with such **Insured Organization**; or

2. alleged by a securities holder of an **Insured Organization** in their capacity as such in a **Claim**, including a **Derivative Demand** or **Derivative Suit**.

BB. **"SOX 304/Dodd-Frank 954 Costs"** means reasonable fees and expenses (including a premium or origination fee for a loan or bond) incurred by any **Insured Person** to facilitate any reimbursement under Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. **SOX 304/Dodd-Frank 954 Costs** exclude any amounts required to be reimbursed under Section 304(a) or Section 954.

CC. **"UK Corporate Manslaughter Act Defense Costs"** means **Defense Costs** incurred by an **Insured Person** resulting from a **Claim** made against an **Insured Organization** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar law.

DD. **"Whistleblowing"** means the lawful provision of information or other assistance by an **Insured Person** to any investigation conducted by any:

1. regulatory or any legal enforcement;

2. governmental legislative body or committee thereof;

3. **Employee** with supervisory authority over the **Insured Person**; or

4. **Employee** with authority to investigate corporate misconduct.

EE. **"Wrongful Act"** means:

1. regarding an **Insured Person**, any actual or alleged:

   a. act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** in their capacity as such; or

   b. matter claimed against an **Insured Person** by reason of their serving in such capacity, including service in an **Outside Capacity**; or

2. regarding an **Insured Organization**, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Insured Organization**.

3. COVERAGE EXTENSIONS AND SUBLIMITS

A. Derivative and Books & Records Demands Coverage

1. The **Insurer** shall pay **Investigation Costs** resulting from a **Derivative Demand**, **Derivative Suit**, or **Books & Records Demand** first made during the **Policy Period** or Extended Reporting Period, if applicable. Such coverage shall be subject to the Derivative and Books & Records Demands Coverage: Investigation Costs Sublimit of Liability specified in Item 6.C of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Investigation Costs** resulting from all **Derivative Demands**, **Derivative Suits**, or **Books & Records Demands** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. No Retention shall apply to **Investigation Costs** under this Coverage Extension.

B. Appraisal Claim Coverage

The **Insurer** shall pay **Defense Costs** and **Investigation Costs** resulting from an **Appraisal Claim** first made during the **Policy Period** or Extended Reporting Period, if applicable. Coverage for **Appraisal Claims** shall be limited to **Defense Costs** and **Investigation Costs** only and shall be subject to the Appraisal Claim: Defense Costs and Investigation Costs Sublimit of Liability specified in Item 6.C of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Appraisal Claims** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

C. Asset Protection Costs Coverage

1. The **Insurer** shall pay **Asset Protection Costs** resulting from a **Claim** first made against an **Executive** during the **Policy Period** or Extended Reporting Period, if applicable. Such coverage shall be subject to the Per Executive and Aggregate Asset Protection Costs Sublimits of Liability specified in Item 6.C of the Declarations. Such Sublimits of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Asset Protection Costs** combined.

Such Sublimits of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. No Retention shall apply to **Asset Protection Costs** under this Coverage Extension.

3. The **Insurer** shall provide coverage for **Asset Protection Costs** only if:

a. such **Asset Protection Costs** result from a **Wrongful Act** by an **Executive**;

b. such **Asset Protection Costs** are not otherwise covered under this Policy;

c. an **Insured Organization** fails, refuses or is financially unable to indemnify, advance or pay such **Asset Protection Costs**; and

d. the **Claim** described in 1 above has been reported in compliance with General Provisions Section 10. Claim and Potential Claim Notices.

D. Crisis Management Costs Coverage

1. The **Insurer** shall pay **Crisis Management Costs** resulting from a **Network Breach** or **Privacy Violation** occurring during the **Policy Period**. Such coverage shall be subject to the Crisis Management Costs Sublimit of Liability specified in Item 6.C of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Crisis Management Costs** resulting from all **Network Breaches** and **Privacy Violations** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. No Retention shall apply to **Crisis Management Costs**.

3. Any **Claim Manager** shall give the **Insurer** written notice of any **Network Breach** or **Privacy Violation** as soon as practicable but no later than 60 days after the end of the **Policy Period**. Notice shall be given to the **Insurer** at the address for Claims or Potential Claims specified in Item 7 of the Declarations.

4. Section 4. Exclusions shall not apply to Crisis Management Costs Coverage.

E. Insured Organization Investigation Coverage

The **Insurer** shall pay **Loss** resulting from an **Insured Organization Investigation** first made during the **Policy Period** or Extended Reporting Period, if applicable. Such coverage shall be subject to the Insured Organization Investigation Sublimit of Liability specified in Item 6.C of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Insured Organization Investigations** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

F. Outside Positions

Subject to the provisions applicable to this **Liability Coverage Part**, coverage shall apply to a **Claim** made against an **Insured Person** for a **Wrongful Act** while serving in an **Outside Capacity**. Such coverage shall be specifically excess of any: (i) indemnification available from or provided by the **Outside Organization**; and (ii) valid and collectible insurance issued to the **Outside Organization**. Payment by the **Insurer**, or any insurance company controlling, controlled by or under common control with the **Insurer**, under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the limit of liability available under this Policy for such **Claim**.

4. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**:

1. in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given and accepted as sufficient under any directors and officers liability, employment practices liability, fiduciary liability, or similar liability policy;

2. in connection with any **Claim** for, based upon, arising from, or in any way related to any: (i) written demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Prior Litigation Date in Item 6.C of the Declarations; or (ii) **Wrongful Act** described in any such demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;

3. for bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof, provided that this exclusion shall not apply to any **Loss**: (i) resulting from any **Securities Wrongful Act**; (ii) resulting from emotional distress, humiliation or mental anguish in any **Employment Claim**; or (iii) constituting **UK Corporate Manslaughter Act Defense Costs**;

4. in connection with any **Claim** for, based upon, arising from, or in any way related to any:

a. discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or

b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any (i) **Non-Indemnifiable Loss**; or (ii) **Loss** resulting from a **Securities Wrongful Act**;

5. for any violation of **ERISA** involving any employee benefit plan sponsored by an **Insured Organization**;

6. in connection with any **Claim** by or on behalf of: (i) any **Insured** in any capacity or any entity that is majority owned or controlled by an **Insured**; or (ii) a security holder of an **Insured Organization** with the assistance, active participation or solicitation of any **Executive** against an **Insured**; provided that this exclusion shall not apply to any:

a. **Claim** that is a **Derivative Demand** or **Derivative Suit** that is initiated and maintained without the assistance, active participation or solicitation of any **Executive** who has served as an **Executive** during the two years prior to such **Claim** being made;

b. **Claim** by an **Insured Person** for contribution or indemnification if such **Claim** directly results from a **Claim** that it otherwise covered under this **Liability Coverage Part**;

c. **Claim** by any **Employee** who has not served as an **Executive** during the two years prior to such **Claim** being made, if such **Claim** is made without the assistance, active participation or solicitation of any **Executive** who has served as an **Executive** during the two years prior to such **Claim** being made;

d. **Loss** resulting from any wrongful employment termination, employment discrimination or any other employment practices **Wrongful Act** in a **Claim** by an **Executive** who has served as an **Executive** during the two years prior to such **Claim** being made;

e. **Claim** by a former **Executive** who has not served as an **Executive** during the two years prior to such **Claim** being made, provided that such **Claim** is made without the assistance, active participation or solicitation of any **Executive** who has served as an **Executive** during the two years prior to such **Claim** being made;

f. **Claim** by any bankruptcy or insolvency trustee, examiner, receiver, creditors committee or similar official for any **Insured Organization** or **Outside Organization** or any assignee of such trustee, examiner, receiver, creditors committee or similar official; or

g. **Claim** made in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** organized in such jurisdiction,

provided that assistance, active participation or solicitation shall not include **Whistleblowing**;

7. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Insured Person** serving at any time as a director, officer, trustee, regent, governor or equivalent executive, or as an employee, of any entity other than an **Insured Organization** even if such service is with the knowledge and consent, or at the request, of an **Insured Organization**, provided that this exclusion shall not apply to **Loss** resulting from a **Wrongful Act** by an **Insured Person** in an **Outside Capacity**;

8. by or on behalf of any **Outside Organization** for which an **Insured Person** serves or has served in an **Outside Capacity**, or any director, officer, trustee, regent, governor or equivalent executive of any such **Outside Organization**, provided that this exclusion shall not apply to any **Claim**:

a. that is a derivative suit made on behalf of such **Outside Organization** by any person who is not an:

1. **Insured Person**; or

2. director, officer, trustee, regent, governor or equivalent executive of the **Outside Organization**,

and who makes such **Claim** without the assistance, active participation or solicitation of any such person; or

b. by any:

1. **Insured Person**; or

2. director, officer, trustee, regent, governor or equivalent executive of such **Outside Organization**,

for contribution or indemnification if such **Claim** results directly from a **Claim** that is otherwise covered under this **Liability Coverage Part**;

9. in connection with any **Claim** for, based upon, arising from, or in any way related to any:

a. public offering of securities issued by or on behalf of: (i) an **Insured Organization** if such offering commences and trading of such securities begins; or (ii) a **Public Shell Company** if an **Insured Organization** completes a merger, consolidation, or other business combination with such **Public Shell Company**; or

b. purchase or sale of securities of an **Insured Organization** or **Public Shell Company** subsequent to an offering described in a above,

provided that this exclusion shall not apply to **Loss** resulting from any **Wrongful Act**: (i) in an offering, purchase, or sale of securities of an **Insured Organization** that is exempt from registration under the Securities Act of 1933 and any similar law; (ii) in an offering, purchase or sale of debt securities of an **Insured Organization**; or (iii) in the failure of an **Insured Organization** to complete an offering, merger, consolidation, or other business combination, including, without limitation, any presentations or representations made in connection with such failed offering, merger, consolidation, or other business combination;

10. in connection with any **Wage & Hour Claim**, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**;

11. in connection with any **Claim** for, based upon, arising from, or in any way related to the gaining of any personal profit, remuneration or financial advantage to which such **Insured** is not legally entitled, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to: (i) **Defense Costs**; or (ii) amounts attributable to actual or alleged violations of the Securities Act of 1933, as amended (including Sections 11,12 or 15 therein); or

12. in connection with any **Claim** for, based upon, arising from, or in any way related to any deliberately fraudulent or criminal act or omission or any willful violation of law by such **Insured**, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that: (i) a fraudulent or criminal act or omission under foreign law that is not a fraudulent or criminal act or omission under the federal or state laws of the United States of America shall not, by itself, be conclusive proof that a deliberately fraudulent or criminal act or omission occurred; and (ii) this exclusion shall not apply to **Defense Costs**.

Regarding exclusions 11 and 12 above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**, and (ii) only a **Wrongful Act** by a past, present or future chief executive officer or chief financial officer of the **Named Organization** shall be imputed to an **Insured Organization**.

B. Regarding Insuring Agreement C**,** the **Insurer** shall not pay **Loss** in connection with any **Claim**:

1. that is a **Contract Claim**, provided that this exclusion shall not apply:

a. to the extent that liability would have been incurred in the absence of such contract or agreement; or

b. to **Loss** resulting from a **Securities Wrongful Act**;

2. that is an **Employment Claim**, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act;**

3. that is a **Product-Services Claim**, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**;

4. for, based upon, arising from, or in any way related to any defamation or disparagement, invasion of privacy, wrongful entry or eviction, false arrest or imprisonment, malicious prosecution, abuse of process, assault, battery or loss of consortium, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**;

5. for, based upon, arising from, or in any way related to infringement of any intellectual property rights, including, without limitation, copyrights, patents, trademarks, trade names, trade dress, service marks, or trade secrets, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**;

6. that is an **Antitrust Claim**, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**;

7. for, based upon, arising from, or in any way related to discrimination or sexual harassment, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**; or

8. for, based upon, arising from, or in any way related to any: (i) **Network Breach**; (ii) failure to properly collect, handle, protect, use, manage, store, destroy or otherwise control data; (iii) violation of any state, federal or foreign identity theft or privacy protection law, including, without limitation, a **Privacy Law**; or (iv) violation of any **Insured Organization's** privacy policy prohibiting the disclosure of private information, provided that this exclusion shall not apply to **Loss** resulting from a **Securities Wrongful Act**.

5. ADDITIONAL LIMIT OF LIABILITY FOR CLAIMS AGAINST INSURED PERSONS

A. The Additional Limit of Liability for Claims against Insured Persons specified in Item 6.C (the "Additional Limit of Liability") shall be available to pay **Non-Indemnifiable Loss** covered for **Claims** against **Insured Persons** under Insuring Agreement A.

B. Any Additional Limit of Liability shall be in addition to, and not part of, the Limit of Liability otherwise applicable to this **Liability Coverage Part**.

C. Any Additional Limit of Liability shall be excess of any valid and collectible insurance that is specifically excess of this Policy. Such excess insurance must be exhausted by the payment of loss covered thereunder before the **Insurer** shall be liable to pay the Additional Limit of Liability.

D. **Non-Indemnifiable Loss** covered under Insuring Agreement A shall be allocated between, and paid by the **Insurer** under, the Limit of Liability applicable to this **Liability Coverage Part** and the Additional Limit of Liability in whatever portions will maximize the total amount of covered **Loss** to be paid under this Policy.

6. PUBLIC OFFERING OF SECURITIES

If a public offering of an **Insured Organization's** equity securities occurs during the **Policy Period** that is not exempt from registration under the Securities Act of 1933, the **Insurer** shall furnish the **Insureds** with a quote for directors and officers liability insurance coverage of such offering, provided that:

A. at least 30 days prior to the effective date of such offering, the **Insureds** shall give the **Insurer** written notice of such offering together with all information requested by the **Insurer**; and

B. such quote shall be on such terms and conditions, including any additional premium, as the **Insurer**, in its sole discretion, chooses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOPY PLUS
(LOCKTON NATIONAL PANEL)
(D&O)

Regarding the Directors, Officers, & Organization Liability Coverage Part, it is agreed that:

1. <u>DEFENSE COSTS – PRE-CLAIM DEFENSE COSTS</u>

Section 2. Definitions, F. "Defense Costs" is amended to add:

If the **Insureds** give notice to the **Insurer** pursuant to General Provisions Section 10. Claim and Potential Claim Notices, B of a **Wrongful Act**, comply with all terms of this Policy, allow the **Insurer** to effectively associate in the defense of such **Wrongful Act**, obtain the prior written consent of the **Insurer** to incur legal fees and expenses in the defense of such **Wrongful Act** (such consent not to be unreasonably withheld), and a **Claim** subsequently arises from such **Wrongful Act**, then **Defense Costs** shall also mean all reasonable fees and expenses incurred in defense of such **Wrongful Act** that are incurred (i) on or after the date such notice is received by the **Insurer**, and (ii) prior to the time that a **Claim** is made for such **Wrongful Act** ("**Pre-Claim Defense Costs**"). Coverage for **Pre-Claim Defense Costs** shall be subject to a Sublimit of Liability of $100,000 per **Claim**. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all **Pre-Claim Defense Costs** related to a **Claim**, including **Pre-Claim Defense Costs** related to any **Claims** arising out of the same **Wrongful Act**, **Interrelated Wrongful Acts** or fact, circumstances, situation, event, transaction, or cause that are deemed a single **Claim**. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. <u>LOSS DEFINITION WITHOUT REGARD TO INDEMNIFACTION</u>

Section 2. Definitions, S. "Loss" is amended to add:

Loss incurred by an **Insured Person** shall be determined as such without regard to indemnification that may be available from any management liability insurance policy issued to a security holder of an **Insured Organization**.

3. <u>LOSS DEFINITION – BUMP UP NON-INDEMNIFIABLE LOSS CARVE OUT</u>

Section 2. Definitions, S. "Loss" 2.f is deleted and replaced by:

f. amount representing, or substantially equivalent to, an increase in consideration paid, or proposed to be paid, in connection with any purchase of securities or assets of, or by, an **Insured Organization**, other than any such amounts that are **Non-Indemnifiable Loss**.

4. <u>WRONGFUL ACT DEFINITION – CONTROLLING AND SELLING SHAREHOLDER CAPACITY</u>

Section 2. Definitions, EE. "Wrongful Act**"** is deleted and replaced by:

EE. **"Wrongful Act"** means:

1. regarding an **Insured Person**, any actual or alleged:

a. act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** in their capacity as such (including in their capacity as a controlling or selling shareholder of an **Insured Organization**); or

b. matter claimed against an **Insured Person** by reason of their serving in such capacity, including service in an **Outside Capacity**; or

2. regarding an **Insured Organization**, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Insured Organization**.

5. EXCLUSIONS PREAMBLE

Section 4. Exclusions is amended to apply the below preamble to Exclusions A.3 and A.5:

The **Insurer** shall not pay that part of **Loss**:

6. BI/PD EXCLUSION CARVEBACK

Section 4. Exclusions, A.3 shall not apply to **Non-Indemnifiable Loss**.

7. INSURED VS. INSURED EXCLUSION – DEBTOR-IN-POSSESION AND SOX 304/DODD-FRANK954 COSTS

Section 4. Exclusions, A.6.f is deleted and replaced by:

f. **Claim** by or on behalf of any examiner, trustee (including, without limitation, a litigation trustee), receiver, conservator, administrator, liquidator, rehabilitator, creditor's committee, or an **Insured Organization** or **Outside Organization** in its capacity as a debtor-in-possession after the appointment of a trustee, receiver, conservator, liquidator, or rehabilitator, or any similar entity or person, or any assignee of any of the foregoing, provided that such **Claim** is made without the assistance, active participation or solicitation of any **Executive** who has served as an **Executive** during the two years prior to such **Claim** being made; or

Section 4. Exclusions, A.6. is amended to add:

h. **SOX 304/Dodd-Frank 954 Costs**

8. AMEND CONDUCT EXCLUSION – DELETE OMISSION

Section 4. Exclusion, A.12 is deleted and replaced by:

12. in connection with any **Claim** for, based upon, arising from, or in any way related to any deliberately fraudulent or criminal act or any willful violation of law by such **Insured**, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that: (i) a fraudulent or criminal act under foreign law that is not a fraudulent or criminal act under the federal or state laws of the United States of America shall not, by itself, be conclusive proof that a deliberately fraudulent or criminal act occurred; and (ii) this exclusion shall not apply to **Defense Costs**.

9. CONTRACT EXCLUSION – BREACH OF ORGANIZATIONAL DOCUMENT CARVEBACK

Section 4. Exclusions, B.1 b is deleted and replaced by:

b. to **Loss** resulting from a **Securities Wrongful Act** (including, without limitation a **Securities Wrongful Act** alleging a breach of any organizational document of the **Insured Organization**);

10. <u>D&O SHAREHOLDER SUBLIMITS – COVERAGE COORDINATION</u>

If any **Loss** is covered under both Section 3 Coverage Extensions and Sublimits A and Section 3 Coverage Extensions and Sublimits B, the maximum aggregate amount that the **Insurer** shall pay for all **Loss** resulting from any **Claims** arising out of the same **Wrongful Act**, **Interrelated Wrongful Acts** or fact, circumstance, situation, event, transaction, or cause that are deemed a single **Claim**, shall not exceed the single greatest remaining of such Sublimits of Liability.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 4

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

EMPLOYMENT PRACTICES LIABILITY
COVERAGE PART

TABLE OF CONTENTS

EMPLOYMENT PRACTICES
LIABILITY COVERAGE PART

1. INSURING AGREEMENTS

A. Employment Practices Liability

The **Insurer** shall pay **Loss** on behalf of an **Insured** resulting from a **Claim** by or on behalf of an **Employee**, applicant for employment, governmental agency, or **Independent Contractor** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable.

B. Third Party Liability

The **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** by or on behalf of a **Third Party** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable.

2. EEOC CHARGE & WRITTEN DEMAND CONTINUITY PROTECTION

A. All **Claims** arising from, based upon, or in any way related to the same **Employment Practices Wrongful Act**, any **Interrelated Wrongful Acts**, or the same or related facts, circumstances, or situations shall be deemed “Related Claims” and each such **Claim** shall be deemed a “Related Claim”.

B. Notwithstanding General Provisions Section 11. Interrelated Claims, if the **Insureds** have a **Prior EPL Policy** and a **Claim** for an **Employment Practices Wrongful Act** that is an **EEOC Charge** or **Written Demand** commenced during the policy period of such **Prior EPL Policy** and notice of such **EEOC Charge** or **Written Demand** was not given under such **Prior EPL Policy**, then:

1. such **EEOC Charge** or **Written Demand**; and

2. any Related Claim to such **EEOC Charge** or **Written Demand** that is commenced during the **Policy Period** and is a: (i) civil lawsuit, arbitration or alternative dispute resolution proceeding; (ii) administrative or regulatory proceeding; or (iii) administrative or regulatory investigation (each a “Subsequent Related Claim”),

shall be deemed a **Claim** first made during the **Policy Period**.

C. Coverage for any **EEOC Charge**, **Written Demand**, or Subsequent Related Claim described in B above shall only be available if:

1. no **Claim Manager** was aware of such **EEOC Charge** or **Written Demand** prior to the expiration of the time to give notice of such **Claim** under the **Prior EPL Policy**;

2. no Related Claim to such **EEOC Charge** or **Written Demand** that is a: (i) civil lawsuit, arbitration or alternative dispute resolution proceeding; (ii) administrative or regulatory proceeding; or (iii) administrative or regulatory investigation, was commenced prior to the **Policy Period**;

3. such **EEOC Charge** or **Written Demand** would have been covered under the **Prior EPL Policy** had notice of such **Claim** been given under the **Prior EPL Policy**; and

4. written notice is given to the **Insurer** of such **Claim** no later than 60 days after the earlier of: (i) the date that any **Claim Manager** became aware of such **Claim**; or (ii) the end of the **Policy Period**.

D. Coverage for any **EEOC Charge**, **Written Demand**, or Subsequent Related Claim described in B above shall only apply to **Loss** incurred after the earliest date that: (i) any **Claim Manager** became aware of such **EEOC Charge** or **Written Demand**; or (ii) the date the Subsequent Related Claim was commenced. The maximum coverage available under this Policy for any such **EEOC Charge**, **Written Demand**, or Subsequent Related Claim shall be the lesser of the coverage available under the **Prior EPL Policy** or this Policy taking into account all of the terms, conditions and exclusions of each policy, including, without limitation, the applicable retention and available limit of liability under each policy as reduced by payments of **Loss**.

3. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. **"Claim"** means:

1. any:

a. written demand for civil monetary damages or injunctive or other civil non-monetary relief commenced by the receipt by any **Insured** of such demand;

b. civil proceeding or arbitration, mediation or other alternative dispute resolution proceeding, commenced by the receipt by, or service upon, any **Insured** of a complaint, arbitration demand, mediation request or similar document;

c. administrative or regulatory proceeding, including, without limitation, any proceeding before the Equal Employment Opportunity Commission, any state or local fair employment practices agency, or the Office of Federal Contract Compliance Programs, commenced by the receipt by, or service upon, any **Insured** of an **EEOC Charge**, notice of charges, order to show cause or similar document,

d. administrative or regulatory investigation of any **Insured** commenced by the receipt by, or service upon, any **Insured** of a formal investigative order; or

provided that such demand, proceeding or investigation: (i) is for a **Wrongful Act**; and (ii) shall not include any criminal proceeding or investigation, labor or grievance proceeding initiated pursuant to a collective-bargaining agreement, or audit by the Office of Federal Contract Compliance Programs; or

2. any written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1.a or 1.b above commenced by the receipt by any **Insured** of such request; or

3. any **Immigration Investigation Claim**, subject to the provisions of Section 4 Coverage Extensions and Sublimits C.

B. **"Defense Costs"** means reasonable fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to issue, or provide collateral for, such bond. **Defense Costs** exclude any compensation, benefit expenses, or overhead of any **Insureds**.

C. **"EEOC Charge"** means any written charge filed by an **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor** with the Equal Employment Opportunity Commission or any state or local fair employment practices agency. **EEOC Charge** excludes any lawsuit, proceeding, or investigation initiated by the Equal Employment Opportunity Commission or any state or local fair employment practices agency.

D. **"Employee"** means any natural person who is, was, or becomes an employee of an **Insured Organization**, including any full time, part-time, seasonal, leased, loaned and temporary employee as well as any volunteer or intern of an **Insured Organization**. **Employee** excludes any **Independent Contractor**.

E. **"Employment Practices Wrongful Act"** means any actual or alleged:

1. wrongful dismissal, discharge or termination of employment, including constructive dismissal, discharge, or termination;

2. employment discrimination based on age, gender, race, color, national origin, religion, creed, sexual orientation or preference, marital status, gender identity or expression, pregnancy, disability, health status, HIV status, military or veteran status, genetic makeup, political affiliation, or any other protected status specified under federal, state or local law;

3. sexual or other workplace harassment, including, without limitation, hostile work environment, bullying, or quid-pro-quo;

4. wrongful deprivation of a career opportunity, demotion, failure to employ or promote, discipline of employees, or failure to grant tenure;

5. breach of any oral, written, or implied employment contract or agreement including, without limitation, any obligation arising out of any employee manual, handbook, or policy statement;

6. **Retaliation**;

7. violation of the Family and Medical Leave Act; or

8. provided that the following conduct relates to matters described in 1 through 7 above:

a. invasion of privacy;

b. infliction of emotional distress, humiliation, or mental anguish;

c. employment related defamation, including, without limitation, a negative or defamatory employment reference;

d. employment related misrepresentation;

e. failure to provide or enforce adequate or consistent corporate employment policies and procedures; or

f. negligent hiring, retention, supervision, evaluation or training of **Employees**, committed or attempted: (i) against any **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor**; and (ii) by any **Insured Person** in their capacity as such or any **Insured Organization**.

Without limitation, the conduct described in 1 through 8 above shall include matters carried out by any means in any location, including, without limitation, the Internet (i.e. e-mail, instant messaging, social networking services, blogs, or similar social media), regardless of whether access to the Internet is effected (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization**, **Insured Person**, or others.

F. **"Insured Person"** means any:

1. **Executive**;

2. **Employee**; or

3. **Independent Contractor**, if, within 60 days of a **Claim** being made against such person, any **Insured Organization** agrees in writing to indemnify such person for such **Claim**.

G. **"Insureds"** means any:

1. **Insured Organization**; or

2. **Insured Person**.

H. **"Loss"** means **Defense Costs**, damages (including front and back pay), settlements, judgments, and pre- and post-judgment interest, including plaintiff legal fees and costs awarded pursuant to a covered settlement or judgment. Regarding Section 4 Coverage Extensions and Sublimits A. Workplace Violence Coverage, **"Loss"** means any **Workplace Violence Costs** only.

The following items are specifically included in, or excluded from, **Loss**:

1. **Loss** includes any:

a. punitive, exemplary or multiple damages awarded pursuant to a covered judgment or settlement; or

b. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or Equal Pay Act.

Except where required by law, the **Insurer** shall not assert that the above types of **Loss** are uninsurable. Notwithstanding 2.e below, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss.**

2. **Loss**, other than **Defense Costs**, excludes any:

a. fines or penalties imposed by law;

b. taxes;

c. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**;

d. non-monetary relief;

e. matters that are uninsurable pursuant to applicable law;

f. future compensation of a claimant who was, is or shall be hired, promoted or reinstated to employment;

g. employment-related benefits (including, without limitation, retirement benefits, perquisites, vacation or sick days, medical or insurance benefits, stock benefits stock options, stock appreciation rights, deferred compensation or any other type or compensation other than salary, wages or bonus compensation);

h. costs of any accommodation required by the Americans with Disabilities Act or any similar law;

i. employment termination severance amounts, including, without limitation, severance amounts offered and rejected, other than any amounts negotiated with and consented to by the **Insurer** as part of a settlement; or

j. compensation earned by, or due to, a claimant in the course of employment but not paid, other than back pay or front pay.

I. **"Mass Claim"** means any **Claim**:

1. that is a civil proceeding pursuant to Rule 23 of the Federal Rules of Civil Procedure or any similar law; or

2. by or on behalf of 2 or more persons.

J. **"Prior EPL Policy"** means an insurance policy that:

A. immediately precedes; and

B. offers employment practices liability coverage that is substantially equivalent to,

this Policy.

K. **"Retaliation"** means any negative treatment of an **Employee** or **Independent Contractor** in response to such **Employee** or **Independent Contractor**:

1. exercising his or her rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;

2. refusing to violate any law;

3. assisting, testifying in, or cooperating with, a proceeding or investigation regarding alleged violations of law;

4. disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

5. filing any claim under the False Claims Act, the Sarbanes–Oxley Act of 2002, the Dodd–Frank Wall Street Reform and Consumer Protection Act of 2010, or any similar law that protects a "whistleblower".

L. **"Third Party"** means any natural person who is not an **Employee**, **Independent Contractor**, or **Insured Person**.

M. **"Third Party Wrongful Act"** means any actual or alleged:

1. discrimination or sexual harassment directed against a **Third Party**; or

2. violation of a **Third Party's** civil rights relating to such discrimination or harassment,

by any **Insured Person** in their capacity as such or by any **Insured Organization**.

Without limitation, the conduct described in 1 and 2 above shall include matters carried out by any means in any location, including, without limitation, the Internet (i.e. e-mail, instant messaging, social networking services, blogs, or similar social media), regardless of whether access to the Internet is effected (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization**, **Insured Person**, or others.

N. **"Workplace Violence"** means an intentional and unlawful act perpetrated against an **Executive** or **Employee** within the buildings, facilities or properties occupied by an **Insured Organization** in conducting its business activities involving use of a deadly weapon, or threat of such use.

O. **"Workplace Violence Costs"** means the following reasonable costs incurred by an **Insured Organization** in response to any **Workplace Violence**:

1. security guard services for up to 15 days;

2. security consulting for up to 90 days;

3. public-relations consulting for up to 90 days;

4. a single group counseling for **Employees**; and

5. forensics analysis.

P. **"Written Demand"** means any **Claim** that is a written demand or request as described in Section 3. Definitions, A. "Claim", 1.a or 2.

Q. **"Wrongful Act"** means:

1. regarding Insuring Agreement A, any **Employment Practices Wrongful Act**;

2. regarding Insuring Agreement B, any **Third Party Wrongful Act**;

3. regarding the Employee Privacy Coverage Extension, any **Employee Privacy Wrongful Act**; or

4. regarding the Immigration Investigation Defense Costs Coverage Extension, any **Immigration Investigation Wrongful Act**.

4. COVERAGE EXTENSIONS AND SUBLIMITS

A. WORKPLACE VIOLENCE COVERAGE

1. The **Insurer** shall reimburse **Workplace Violence Costs** resulting from any **Workplace Violence** first commenced during the **Policy Period**. Such coverage shall be subject to the Workplace Violence Costs Sublimit of Liability specified in Item 6.D of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all Workplace Violence incidents combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. No Retention shall apply to coverage for **Workplace Violence Costs**.

3. Any **Claim Manager** shall give the **Insurer** written notice of any **Workplace Violence** as soon as practicable but no later than 60 days after the end of the **Policy Period**. Notice shall be given to the **Insurer** at the address for Claims or Potential Claims specified in Item 7 of the Declarations.

4. Section 5. Exclusions shall not apply to this Coverage Extension.

5. The **Insurer** shall not be liable to pay **Workplace Violence Costs** resulting from any:

   a. **Workplace Violence** initiated in connection with a demand for money, securities or other property;

   b. declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention or authority, expropriation or nationalization, or any act or condition incident or related to any of the foregoing; or

   c. attorneys fees, expenses, settlements, judgments, penalties or other amounts incurred in defending or prosecuting any legal proceeding or claim involving any **Workplace Violence**.

B. EMPLOYEE PRIVACY CLAIM COVERAGE

The **Insurer** shall pay **Loss** on behalf of an **Insured** resulting from an **Employee Privacy Claim** by or on behalf of an **Employee** or **Executive**, applicant for employment, governmental agency, or **Independent Contractor** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable. Coverage for **Employee Privacy Claims** shall be subject to the Employee Privacy Claim Sublimit of Liability specified in Item 6.D of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Employee Privacy Claims** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

C. IMMIGRATION INVESTIGATION DEFENSE COSTS COVERAGE

The **Insurer** shall pay **Defense Costs** on behalf of an **Insured** resulting from an **Immigration Investigation Claim** first made during the **Policy Period** or Extended Reported Period, if applicable. Coverage for **Immigration Investigation Claims** shall be limited to **Defense Costs** only and shall be subject to the Immigration Investigation Defense Costs Sublimit of Liability specified in Item 6.D of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Immigration Investigation Claims** combined. Such Sublimit of Liability shall be part of, and not in addition to, the limit of liability applicable to this **Liability Coverage Part**.

5. EXCLUSIONS

A. The **Insurer** shall not pay **Loss:**

1. in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given and accepted as sufficient under any directors and officers liability, employment practices liability, fiduciary liability, or similar liability policy;

2. in connection with any **Claim** for, based upon, arising from or in any way related to any: (i) written demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Prior Litigation Date in Item 6.D of the Declarations; or (ii) any **Wrongful Act** described in such demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;

3. for bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof, provided that this exclusion shall not apply to any **Loss** resulting from emotional distress, humiliation or mental anguish;

4. for any violation of: (i) any workers' compensation, unemployment, social security, disability or pension benefits laws; (ii) **ERISA** (except Section 510 thereof); (iii) the National Labor Relations Act; (iv) the Worker Adjustment and Retraining Notification Act; (v) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vi) the Occupational Safety and Health Act, or (vii) any similar laws to those mentioned in (i) through (vi) above, provided that this exclusion shall not apply to **Loss** resulting from **Retaliation**;

5. in connection with any **Wage & Hour Claim**, provided that this exclusion shall not apply to any: (i) **Loss** resulting from **Retaliation**; (ii) **Defense Costs**, provided that coverage for such **Defense Costs** shall be subject to the Sublimit of Liability specified in Item 6.D of the Declarations which Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all such **Defense Costs** under this **Liability Coverage Part** resulting from all **Wage & Hour Claims** combined and be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; or (iii) **Loss** resulting from any **Wrongful Act** that is not a **Wage & Hour Wrongful Act** in a **Claim** that is not a **Mass Claim**;

6. for any breach of a written employment contract or agreement, provided that this exclusion shall not apply to any: (i) liability that would have been incurred in the absence of such written employment contract of agreement; or (ii) **Defense Costs**.

7. for any liability of others assumed by any **Insured** under any written contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement; or

8. in connection with any **Claim** for, based upon, arising from or in any way related to any breach of contract or agreement specifying the terms of an **Insured Organization's** engagement of an **Independent Contractor**.

B. Regarding Insuring Agreement B, the **Insurer** shall not pay **Loss** in connection with any **Claim** for, based upon, arising from or in any way related to any: (i) price discrimination; (ii) distribution, underwriting, design, marketing, manufacture or other policies or decisions relating to any products or services; or (iii) violation of any anti-trust law or other law designed to protect competition or prevent unfair trade practices, including, without limitation, redlining or any similar practice.

6. RETENTION

A. The **Insurer** shall pay **Loss** resulting from each **Claim** covered under this **Liability Coverage Part** only to the extent that such **Loss** exceeds the applicable Retention specified in Item 6.D of the Declarations.

B. If a **Claim** ceases to be a **Mass Claim**, the Retention applicable to a **Claim** other than a **Mass Claim** shall apply, provided that no Retention incurred by the **Insureds** while a **Claim** was a **Mass Claim** shall be reimbursed or indemnified by the **Insurer**. If a **Claim** becomes a **Mass Claim**, the **Mass Claim** Retention shall apply. In no event shall the maximum Retention for any **Claim** exceed the largest applicable Retention specified in in Item 6.D of the Declarations.

7. OTHER INSURANCE

A. To the extent that any **Claim** is covered under this **Liability Coverage Part** and any other insurance, the coverage provided under this **Liability Coverage Part** shall be primary.

B. Notwithstanding the above:

1. regarding any **Claim** made against a leased or temporary **Employee** or an **Independent Contractor**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any valid and collectible insurance insuring the employee leasing company, temporary employee agency, or **Independent Contracto**r; and

2. regarding any **Claim** made by or on behalf of a **Third Party**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any other valid and collectible insurance insuring the **Insureds** on a duty to defend basis,

regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance to this Policy's Policy Number.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOPY PLUS
(LOCKTON NATIONAL PANEL)
(EPL)

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. DEFENSE COSTS – PRE-CLAIM DEFENSE COSTS

Section 3. Definitions, B. “Defense Costs” is amended to add:

If the **Insureds** give notice to the **Insurer** pursuant to General Provisions Section 10. Claim and Potential Claim Notices, B of a **Wrongful Act**, comply with all terms of this Policy, allow the **Insurer** to effectively associate in the defense of such **Wrongful Act**, obtain the prior written consent of the **Insurer** to incur legal fees and expenses in the defense of such **Wrongful Act** (such consent not to be unreasonably withheld), and a **Claim** subsequently arises from such **Wrongful Act**, then **Defense Costs** shall also mean all reasonable fees and expenses incurred in defense of such **Wrongful Act** that are incurred (i) on or after the date such notice is received by the **Insurer**, and (ii) prior to the time that a **Claim** is made for such **Wrongful Act** (“**Pre-Claim Defense Costs**”). Coverage for **Pre-Claim Defense Costs** shall be subject to a Sublimit of Liability of $100,000 per **Claim**. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all **Pre-Claim Defense Costs** related to a **Claim**, including **Pre-Claim Defense Costs** related to any **Claims** arising out of the same **Wrongful Act**, **Interrelated Wrongful Acts** or fact, circumstances, situation, event, transaction, or cause that are deemed a single **Claim**. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. EMPLOYMENT PRACTICES WRONGFUL ACT DEFINITION – USERRA COVERAGE

Section 3. Definitions E. “Employment Practices Wrongful Act” 7 is deleted and replaced by:

7. violation of the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act; or

3. LOSS DEFINITION – FMLA LIQUIDATED DAMAGES

Section 3. Definitions, H. “Loss”, 1.b is deleted and replaced by:

b. liquidated damages awarded pursuant to the Age Discrimination in Employment Act, Equal Pay Act, or Family and Medical Leave Act.

4. THIRD PARTY DEFINITION – EXPANDED

Section 3. Definitions L. “Third Party” is deleted and replaced by:

L. **“Third Party”** means any natural person who is not an **Employee**, **Independent Contractor**, or **Insured Person** including, without limitation, students, members, customers, business invitees, business associates, vendors or suppliers.

5. THIRD PARTY WRONGFUL ACT DEFINITION – ANY HARASSMENT

Section 3. Definitions M. “Third Party Wrongful Act” 1 is deleted and replaced by:

1. discrimination or harassment directed against a **Third Party**; or

6. **EMPLOYEE PRIVACY COVERAGE – DEFENSE COSTS**

Section 4. Coverage Extension B is deleted and replaced by:

B. EMPLOYEE PRIVACY DEFENSE COSTS COVERAGE

The **Insurer** shall pay **Defense Costs** on behalf of an **Insured** resulting from an **Employee Privacy Wrongful Act** in an **Employee Privacy Claim** by or on behalf of an **Employee** or **Executive**, applicant for employment, governmental agency, or **Independent Contractor** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable. Coverage for **Employee Privacy Claims** shall be limited to **Defense Costs** only and shall be subject to the Employee Privacy Claim Sublimit of Liability specified in Item 6.D of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Employee Privacy Claims** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

7. **EMPLOYMENT PRACTICES LIABILITY – CRISIS MANAGEMENT COSTS**

Section 4. Coverage Extensions and Sublimits, is amended to add:

EPL Crisis Management Costs Coverage

1. The **Insurer** shall pay **Crisis Management Costs** resulting from an **EPL Crisis Event** occurring during the **Policy Period**. Such coverage shall be subject to a Sublimit of Liability of $5,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Liability Coverage Part** for all **Crisis Management Costs** resulting from all **EPL Crisis Events** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. No Retention shall apply to **Crisis Management Costs**.

3. Any **Claim Manager** shall give the **Insurer** written notice of any **EPL Crisis Event** as soon as practicable but no later than 60 days after the end of the **Policy Period**. Notice shall be given to the **Insurer** at the address for Claims or Potential Claims specified in Item 7 of the Declarations.

4. Section 5. Exclusions shall not apply to EPL Crisis Management Costs Coverage.

5. **"Crisis Management Costs"** means reasonable fees and expenses incurred by an **Insured** in response to any **EPL Crisis Event** for public relations firm services to mitigate reputational damage or legal services by an attorney approved by the **Insurer. Crisis Management Costs** excludes any compensation, internal expenses, or overhead of any **Insured**.

6. **"EPL Crisis Event"** means:

   a. an allegation of a **Employment Practices Wrongful Act** which a **Claim Manager**, reasonably believes will result in a **Mass Claim**; or

   b. a **Claim** by an **Employee** against an **Executive** for harassment**;**

provided that the above events result in adverse publicity with publication of unfavorable information regarding an **Insured Organization** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of such **Insured Organization**. Such publication must occur in a report about an **Insured** appearing in: (i) a daily newspaper of general circulation or (ii) a radio or television news program.

8. <u>EXCLUSIONS PREAMBLE</u>

Section 5. Exclusions A is amended to apply the below preamble to Exclusions A.3, A.4, A.6, and A.7:

The **Insurer** shall not pay that part of **Loss**:

9. <u>WAGE AND HOUR EXCLUSION – REMOVAL OF MASS CLAIM ALLOCATION</u>

Section 5. Exclusions, A.5 is deleted and replaced by:

5. in connection with any **Claim** for based upon, arising from, or in any way related to any **Wage & Hour Wrongful Act**, provided that this exclusion shall not apply to any: (i) **Loss** resulting from **Retaliation**; or (ii) **Defense Costs**, provided that coverage for such **Defense Costs** shall be subject to the Wage & Hour Claim Defense Costs Sublimit of Liability specified in Item 6.D of the Declarations which Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all such **Defense Costs** under this **Liability Coverage Part** resulting from all such **Claims** combined and be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

10. <u>OTHER INSURANCE – EXCESS CYBER</u>

Section 7. Other Insurance, B is deleted and replaced by:

B. Notwithstanding the above:

1. regarding any **Claim** made against a leased or temporary **Employee** or an **Independent Contractor**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any valid and collectible insurance insuring the employee leasing company, temporary employee agency, or **Independent Contractor**;

2. regarding any **Claim** made by or on behalf of a **Third Party**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any other valid and collectible insurance insuring the **Insureds** on a duty to defend basis; and

3. to the extent any **Claim** is covered under the Network Security, Privacy, & Media Liability Coverage Part or any privacy, network security or cyber liability insurance policy, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any other valid and collectible insurance insuring the **Insureds**,

regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance to this Policy's Policy Number.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 5

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

FIDUCIARY LIABILITY COVERAGE PART

TABLE OF CONTENTS

FIDUCIARY LIABILITY
COVERAGE PART

1. INSURING AGREEMENTS

A. Fiduciary Liability

The **Insurer** shall pay **Loss** on behalf of an **Insured** resulting from a **Claim** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable.

B. Settlement Programs

The **Insurer** shall pay a **Voluntary Settlement** and **Defense Costs** on behalf of an **Insured** resulting from a **Settlement Program Notice** first given to the **Insurer** during the **Policy Period** or Extended Reporting Period, if applicable, provided such **Voluntary Settlement** and **Defense Costs** are incurred after such **Settlement Program Notice** is first given to the **Insurer**.

This Insuring Agreement shall be subject to the Settlement Program Sublimit of Liability specified in Item 6.E of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Retention shall apply to this Insuring Agreement.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. "Administration" means:

1. advising, counseling or giving notice to **Employees**, participants or beneficiaries regarding any **Plan**;

2. providing interpretations regarding any **Plan**; or

3. handling records or enrolling, terminating or canceling **Employees**, participants or beneficiaries regarding any **Plan**.

B. "Claim" means:

1. any

a. written demand for civil monetary damages or injunctive or other civil non-monetary relief commenced by the receipt by any **Insured** of such demand;

b. civil proceeding or arbitration, mediation or other alternative dispute resolution proceeding, commenced by the receipt by, or service upon, any **Insured** of a complaint, arbitration demand, mediation request or similar document;

c. criminal proceeding, including any related **Extradition**, commenced by the return of an indictment, information or similar document;

d. administrative or regulatory proceeding commenced by the receipt by, or service upon, any **Insured** of a notice of charges or similar document;

e. civil, criminal, administrative or regulatory investigation commenced by such **Insured's** receipt of a: (i) formal order of investigation; or (ii) target letter (within the meaning of title 9-11.151 of the United States Attorneys Manual), from an investigating authority identifying such **Insured** as a target against whom a proceeding described in 1.b, c, or d above may be commenced;

provided that: (i) such demand, proceeding or investigation is for a **Wrongful Act** by the **Insureds** or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible; (ii) a and b shall not include any administrative, regulatory, or criminal proceeding or investigation; and (iii) c and d shall not include any administrative, regulatory, or criminal investigation;

2. regarding Insuring Agreement B, any **Settlement Program Notice**;

3. any **Fact-Finding Investigation** or **Procedural Appeal**, but only after such **Fact-Finding Investigation** or **Procedural Appeal** is noticed to the **Insurer**; or

4. any written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1.b, c, or d above commenced by the receipt by any **Insured** of such request.

C. **"Defense Costs"** means reasonable fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** include any: (i) premium for an appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to issue, or provide collateral for, such bond; or (ii) fees and expenses of an independent fiduciary retained by an **Insured Organization** to review a proposed settlement of a covered **Claim** and any law firm retained by such fiduciary to facilitate a review of such proposed settlement. **Defense Costs** exclude any compensation, benefit expenses, or overhead of any **Insureds**.

D. **"Employee"** means any natural person who is, was, or becomes an employee of an **Insured Organization**, including any full time, part-time, seasonal, leased, loaned and temporary employee, as well as any volunteer or intern of an **Insured Organization**. **Employee** excludes any **Independent Contractor**.

E. **"Fact-Finding Investigation"** means any written notice of an investigation regarding a **Plan** by the Department of Labor ("DOL"), Pension Benefit Guaranty Corporation or any similar domestic or foreign government agency, including, without limitation, the United Kingdom's Pensions Ombudsman or Pensions Regulator.

Fact-Finding Investigation excludes any routine or regularly scheduled oversight, compliance, audit, examination or inspection conducted by a government agency or regulator.

F. **"Insured Person"** means any:

1. **Executive**;

2. **Employee**;

3. natural person who is, was, or becomes a duly elected or appointed: (i) trustee of any **Plan**; or (ii) pension or **Plan** committee or advisory board member of any **Insured Organization**, including any committee with one member;

4. former **Executive** serving in a consulting or an advisory capacity to any **Plan**, if, within 60 days of a **Claim** being made against such person, any **Insured Organization** agrees in writing to indemnify such person for such **Claim** on the same terms as is provided to any current **Executive**; or

5. **Independent Contractor**, if, within 60 days of a **Claim** being made against such person, any **Insured Organization** agrees in writing to indemnify such person for such **Claim**.

G. **"Insureds"** means any:

1. **Insured Organization**;

2. **Insured Person**; or

3. **Plan**.

H. **"Loss"** means **Defense Costs**, damages, settlements, judgments, and pre- and post-judgment interest, including plaintiff legal fees and costs awarded pursuant to a covered settlement or judgment. Regarding Insuring Agreement B, **"Loss"** means **Voluntary Settlements** and **Defense Costs**.

The following items are specifically included in, or excluded from, **Loss**:

1. **Loss** includes any:

   a. 5% or less civil penalties imposed under Section 502(i) of **ERISA**;

   b. 20% or less civil penalties imposed under Section 502(l) of **ERISA**;

   c. 15% or less civil penalties imposed under Section 4975 of the Internal Revenue Code of 1986 for covered judgments, provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the Internal Revenue Code Section 4975 Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

   d. civil penalties imposed for violation of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996, provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the HIPAA Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

   e. civil penalties imposed for violation of Section 502(c) of **ERISA**, other than civil penalties under the Pension Protection Act of 2006, provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the ERISA Section 502(c) Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

f. civil penalties under the Pension Protection Act of 2006, provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the Pension Protection Act Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

g. civil penalties or other awards imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority in the United Kingdom or any successor thereto, provided that any coverage for such penalties applies only if the funds or assets of a **Plan** are not used to fund, pay or reimburse the premium for this Policy;

h. civil penalties for inadvertent violation of the Patient Protection and Affordable Care Act, provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the Patient Protection and Affordable Care Act Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

i. punitive, exemplary or multiple damages awarded pursuant to a covered judgment or settlement;

j. regarding Insuring Agreement B, **Voluntary Settlements**;

k. benefits that become payable by an **Insured Person** as a personal obligation; or

l. amounts representing a decrease in value of a **Sponsored Plan's** assets or a participant's account in a **Plan** due to investment losses, lost investment opportunities, excessive costs or failure to comply with a participant's investment directions, regardless of whether such amounts have been characterized as "benefits" by a claimant or any court or tribunal adjudicating any **Claim**.

Except where required by law, the **Insurer** shall not assert that the above types of **Loss** are uninsurable. Notwithstanding 2.c below, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage of such **Loss**.

2. **Loss**, other than **Defense Costs**, excludes any:

a. taxes, fines or penalties other than those specifically included above;

b. costs incurred in cleaning up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring hazardous materials, **Pollutants**, or product defects;

c. matters that are uninsurable pursuant to applicable law;

d. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**;

e. non-monetary relief; or

f. benefits under any **Plan**, including benefits that would be due under any **Plan** if such **Plan** complied with all applicable laws, except as provided in **1.k** and **1.l** above.

I. **"Managed Care Benefits"** means health care benefits provided through a **Plan** which utilizes cost control mechanisms, including, without limitation, utilization review, case management, disease management, or the use of a preferred provider network. **Managed Care Benefits** exclude any:

1. benefits provided by a **Plan** administered or managed by an **Insured**; or

2. medical and health care services and other services rendered in conjunction with medical and health care services, including, without limitation: (i) medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care or related services; (ii) use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with the services specified in (i); (iii) furnishing of food, beverages, or appliances in connection with the services specified in (i); (iv) counseling or other social services; or (v) handling of, or the performance of post-mortem examinations of, human bodies.

J. **"Plan"** means any:

1. **Sponsored Plan**;

2. health insurance plan for the benefit of **Employees** only purchased by an **Insured Organization** through an exchange established pursuant to the Patient Protection and Affordable Care Act; or

3. government-mandated insurance program for workers compensation, unemployment, social security or disability benefits for **Employees**.

K. **"Procedural Appeal"** means any written notice of an appeal of any adverse benefits determination by an **Insured** pursuant to the United States Department of Labor claim procedure regulation at 29 C.F.R. Section 2560.503-1(h) or any similar claim procedure pursuant to applicable law.

L. **"Settlement Program"** means any voluntary compliance resolution program or similar voluntary settlement program administered by the United States Internal Revenue Service, United States Department of Labor or any other domestic or foreign governmental authority. Such programs include, without limitation, the Employee Plans Compliance Resolution System, Audit Closing Agreement Program, Voluntary Compliance Resolution Program, Walk-in Closing Agreement Program, Administrative Policy Regarding Self-Correction, Tax Sheltered Annuity Voluntary Correction Program, Delinquent Filer Voluntary Compliance Program, and Voluntary Fiduciary Correction Program.

M. **"Settlement Program Notice"** means prior written notice to the **Insurer** by any **Insured** of the **Insured's** intent to enter into a **Settlement Program**.

N. **"Sponsored Plan"** means any:

1. employee benefit plan, pension benefit plan or welfare benefit plan, as each is defined in **ERISA**, operated solely by an **Insured Organization**, or jointly by any **Insured Organization** and a labor organization, for the benefit of **Employees** only;

2. employee benefit plan or program not subject to **ERISA** sponsored solely by any **Insured Organization** for the benefit of **Employees** only, including any fringe benefit or excess benefit plan;

3. employee benefit plan or program otherwise described in 1 or 2 above while such plan or program is being actively developed, formed or proposed by any **Insured Organization** prior to the formal creation of such plan or program; or

4. plan, fund, or program specifically included as a **Sponsored Plan** in a written endorsement issued by the **Insurer**.

Sponsored Plan excludes any multi-employer plan or employee stock ownership plan, unless such plan is specifically included as a **Sponsored Plan** by a written endorsement issued by the **Insurer**.

O. **"Voluntary Settlement"** means any fees, fines, or penalties paid by an **Insured** to a governmental authority pursuant to a **Settlement Program** for any actual or alleged inadvertent non-compliance by a **Sponsored Plan** with any statute, rule or regulation; provided that **Voluntary Settlement** shall not include any: (i) costs to correct the non-compliance, or any other charges, expenses, taxes or damages; or (ii) fees, fines, or penalties relating to a **Sponsored Plan** that, as of the earlier of inception date of this Policy or the inception date of the first policy in an uninterrupted series of policies issued by the **Insurer** of which this Policy is a direct or indirect renewal or replacement, any **Insured Person** knew to be actually or allegedly non-compliant.

P. **"Wrongful Act"** means any actual or alleged**:**

1. breach by any **Insured** in their capacity as such of the responsibilities, obligations or duties imposed by **ERISA** upon fiduciaries of any **Sponsored Plan**;

2. act, error or omission in **Administration** by any **Insured** in their capacity as such;

3. act, error omission by any **Insured** in their capacity as such in advising, counseling, or providing assistance to **Employees** regarding their purchase of health insurance through any public, private or government-sponsored insurance exchange that is set up to facilitate the purchase of health insurance in accordance with the Patient Protection and Affordable Care Act;

4. act, error or omission by any **Insured** in a settlor capacity regarding any **Sponsored Plan**; or

5. matter claimed against any **Insured Person** solely by reason of their service as a fiduciary of any **Sponsored Plan**.

3. COVERAGE EXTENSION: LABOR MANAGEMENT RELATIONS ACT

Subject to the provisions of this **Liability Coverage Part**, coverage shall apply to **Loss** of any **Insured Person** as a result of a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable, arising from any allegation that such **Insured Person** violated Section 301 of the Labor Management Relations Act relating to alleged violations of collectively bargained contracts in connection with a **Plan**.

4. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**:

1. in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given and accepted as sufficient under any directors and officers liability, employment practices liability, fiduciary liability, or similar liability policy;

2. in connection with any **Claim** for, based upon, arising from, or in any way related to any: (i) written demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Prior Litigation Date in Item 6.E of the Declarations; or (ii) **Wrongful Act** described in any such demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;

3. for bodily injury, sickness, disease, emotional distress, mental anguish, humiliation or death of any person, or damage to or destruction of or loss of use of any tangible property, provided that this exclusion shall not apply to the selection by an **Insured** of any provider of **Managed Care Benefits**;

4. in connection with any **Claim** for, based upon, arising from, or in any way related to any contract or agreement, provided that this exclusion shall not apply to the extent that liability:

a. would have been incurred in the absence of such contract or agreement; or

b. was assumed in accordance with or under an agreement or declaration of trust pursuant to which a **Plan** was established;

5. for any violation of any workers' compensation, unemployment insurance, social security, disability benefits law or any similar law except the:

a. Consolidated Omnibus Budget Reconciliation Act of 1985; or

b. Health Insurance Portability and Accountability Act of 1996;

6. for discrimination in violation of any law other than **ERISA**;

7. in connection with any:

a. **Wage & Hour Claim**; or

b. **Claim** for, based upon, arising from, or in any way related to any violation of the: (i) Worker Adjustment and Retraining Notification Act; (ii) Occupational Safety and Health Act (OSHA); or (iii) any similar law to those mentioned in (i) through (ii) above;

8. in connection with any **Claim** for, based upon, arising from, or in any way related to the gaining of any personal profit, remuneration or financial advantage to which such **Insured** is not legally entitled, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to **Defense Costs**; or

9. in connection with any **Claim** for, based upon, arising from, or in any way related to any deliberately fraudulent or criminal act or omission or any willful violation of law by such **Insured,** if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than in a proceeding initiated by the **Insurer**, provided that: (i) a fraudulent or criminal act or omission under foreign law that is not a fraudulent or criminal act or omission under the federal or state laws of the United States of America shall not, by itself, be conclusive proof that a deliberately fraudulent or criminal act or omission occurred; and (ii) this exclusion shall not apply to **Defense Costs**.

Regarding exclusions 8 and 9 above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**; and (ii) only a **Wrongful Act** by a past, present or future chief executive officer or chief financial officer of the **Named Organization** shall be imputed to an **Insured Organization** or **Plan**.

5. TERMINATED PLAN COVERAGE

If, before or during the **Policy Period**, any **Plan** is terminated, coverage for such **Plan** and its **Insureds** shall continue until termination of this Policy. Such coverage continuation shall apply to covered **Claims** for **Wrongful Acts** occurring prior to or after the date the **Plan** was terminated.

6. RECOURSE WAIVER

The **Insurer** shall have no right of recourse against any **Insureds** for any payment of **Loss** made by the **Insurer** under this **Liability Coverage Part** because of a **Wrongful Act** by such **Insureds** if the premium for this Policy was paid for by other than a **Plan**.

7. RETENTION WAIVER FOR CERTAIN PENALTIES

Notwithstanding any other provision of this Policy, no Retention shall apply to **Loss** constituting civil penalties under Section 4975 of the Internal Revenue Code of 1986, the Health Insurance Portability and Accountability Act of 1996, Section 502(c) of **ERISA**, the Pension Protection Act of 2006, or the Patient Protection and Affordable Care Act.

8. DISPROVEN ALLEGATION COVERAGE

If an allegation that potentially triggers coverage under this Policy is disproven, so that a **Claim** is outside the scope of coverage under this Policy, the **Insurer** shall not seek recovery of amounts that it has previously paid. Without limitation, examples of such situations would include:

A. an **Insured Organization** alleged to be the sponsor of a **Plan** was not, in fact, the sponsor of such plan;

B. an alleged **Plan** was not a plan or was not a covered **Plan**; or

C. a director, officer or employee of an **Insured Organization** who was alleged to be a fiduciary of a **Plan** was not, in fact, a fiduciary of a **Plan**.

9. PRIORITY OF LOSS PAYMENTS

If **Loss** is incurred that is acknowledged by the **Insurer** to be covered under this **Liability Coverage Part** except that such **Loss** exceeds the remaining Limit of Liability for this Policy, the **Insurer** shall pay such **Loss** in the following order:

A. first, **Non-Indemnifiable Loss**;

B. second, **Loss** incurred by a **Plan**; and

C. third, **Loss** incurred by an **Insured Organization**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOPY PLUS
(LOCKTON NATIONAL PANEL)
(FIDUCIARY)

Regarding the Fiduciary Liability Coverage Part, it is agreed that:

1. <u>DEFENSE COSTS – PRE-CLAIM DEFENSE COSTS</u>

Section 2. Definitions, C. "Defense Costs" is amended to add:

If the **Insureds** give notice to the **Insurer** pursuant to General Provisions Section 10. Claim and Potential Claim Notices, B of a **Wrongful Act**, comply with all terms of this Policy, allow the **Insurer** to effectively associate in the defense of such **Wrongful Act**, obtain the prior written consent of the **Insurer** to incur legal fees and expenses in the defense of such **Wrongful Act** (such consent not to be unreasonably withheld), and a **Claim** subsequently arises from such **Wrongful Act**, then **Defense Costs** shall also mean all reasonable fees and expenses incurred in defense of such **Wrongful Act** that are incurred (i) on or after the date such notice is received by the **Insurer**, and (ii) prior to the time that a **Claim** is made for such **Wrongful Act** (**"Pre-Claim Defense Costs"**). Coverage for **Pre-Claim Defense Costs** shall be subject to a Sublimit of Liability of $100,000 per **Claim**. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all **Pre-Claim Defense Costs** related to a **Claim**, including **Pre-Claim Defense Costs** related to any **Claims** arising out of the same **Wrongful Act**, **Interrelated Wrongful Acts** or fact, circumstances, situation, event, transaction, or cause that are deemed a single **Claim**. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. <u>LOSS DEFINITION – HITECH AND REPUBLIC OF IRELAND</u>

Section 2. Definitions, H. "Loss" 1.d and 1.g are deleted and replaced by:

d. civil penalties imposed for violation of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), provided that the **Insurer's** maximum aggregate liability for all such civil monetary penalties under this Policy shall be subject to the HIPAA Penalties Sublimit of Liability specified in Item 6.E of the Declarations that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;

g. civil penalties or other awards imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority in the United Kingdom or the Republic of Ireland's Pensions Board or Pensions Ombudsman or any successor thereto, provided that any coverage for such penalties applies only if the funds or assets of a **Plan** are not used to fund, pay or reimburse the premium for this Policy;

3. <u>SETTLEMENT PROGRAM DEFINITION – PBGC</u>

Section 2. Definitions, L. "Settlement Program" is deleted and replaced by:

L. **"Settlement Program"** means any voluntary compliance resolution program or similar voluntary settlement program administered by the United States Internal Revenue Service, United States Department of Labor, the Pension Benefit Guaranty Corporation, or any other similar domestic or foreign governmental authority. Such programs include, without limitation, the Employee Plans Compliance Resolution System, Audit Closing Agreement Program, Voluntary Compliance Resolution Program, Walk-in Closing Agreement Program, Administrative Policy Regarding Self-Correction, Tax Sheltered Annuity Voluntary Correction Program, Delinquent Filer Voluntary Compliance Program, and Voluntary Fiduciary Correction Program.

4. **EXCLUSION PREAMBLE**

Section 4. Exclusions is amended to apply the below preamble to Exclusions A.3, A.5, and A.6:

The **Insurer** shall not pay that part of **Loss**:

5. **AMEND CONDUCT EXCLUSIONS – DELETE OMISSION**

Section 4. Exclusions, A.9 is deleted and replaced by:

9. in connection with any **Claim** for, based upon, arising from, or in any way related to any deliberately fraudulent or criminal act or any willful violation of law by such **Insured**, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than in a proceeding initiated by the **Insurer**, provided that: (i) a fraudulent or criminal act under foreign law that is not a fraudulent or criminal act under the federal or state laws of the United States of America shall not, by itself, be conclusive proof that a deliberately fraudulent or criminal act occurred; and (ii) this exclusion shall not apply to **Defense Costs**.

6. **DELETE CONTRACT EXCLUSION**

Section 4. Exclusions, A.4 is deleted.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 6

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

CRIME COVERAGE PART

TABLE OF CONTENTS

CRIME COVERAGE PART

1. INSURING AGREEMENTS

A. Employee Theft

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period** resulting from any **Employee**, acting alone or in collusion with others, committing any:

1. **Theft** of **Money**, **Property**, or **Securities**;

2. **Forgery**; or

3. regarding an **ERISA Sponsored Plan**, **Fraud** or **Dishonesty**.

B. Customer Property

The **Insurer** shall pay **Loss** by a **Customer** for which **Discovery** first occurs during the **Policy Period** resulting from any **Employee**, not in collusion with such **Customer** or such **Customer's** employees, committing any:

1. **Theft** of **Money**, **Property**, or **Securities**; or

2. **Forgery**.

C. Inside the Premises

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period**:

1. of **Money** or **Securities** while inside the **Premises** or any **Banking Premises** resulting from any:

- **a.** **Third Party** committing any **Robbery**, **Safe Burglary**, or **Theft**; or
- **b.** destruction or mysterious unexplainable disappearance; or

2. inside the **Premises** resulting from any **Third Party** committing any:

- **a.** damage to **Property** during any **Robbery** or attempted **Robbery**;
- **b.** damage to **Property** contained inside any safe during any **Safe Burglary** or attempted **Safe Burglary**;
- **c.** damage to a locked safe, cash drawer, cash box or cash register during any felonious entry or attempted felonious entry;
- **d.** felonious abstraction of a locked safe, cash drawer, cash box or cash register; or
- **e.** damage to the **Premises** during any **Safe Burglary** or attempted **Safe Burglary** or **Robbery** or attempted **Robbery**.

D. Outside the Premises

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period:**

1. of **Money** or **Securities** while **In Transit**, or while temporarily inside the home of an **Employee** or a partner of an **Insured Organization**, resulting from any:

   a. **Third Party** committing any **Robbery** or **Theft**; or

   b. destruction or mysterious unexplainable disappearance; or

2. resulting from any **Third Party** committing any:

   a. damage to **Property** while **In Transit** during any **Robbery** or attempted **Robbery**; or

   b. **Theft** of **Property** while temporarily inside the home of an **Employee** or a partner of an **Insured Organization.**

E. Forgery or Alteration

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any:

1. **Forgery** of a **Financial Instrument**; or

2. **Alteration** of a **Financial Instrument**,

other than **Loss** resulting from **Charge Card Fraud**.

F. Computer Fraud

The **Insurer** shall pay **Loss** by an **Insured** of **Money**, **Property** or **Securities** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any **Computer Fraud**.

G. Fraudulent Transfer Instructions

The **Insurer** shall pay **Loss** by an **Insured** of **Money** or **Securities** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any **Fraudulent Transfer Instructions**.

H. Social Engineering Fraud

The **Insurer** shall pay **Loss** by an **Insured** of **Money** or **Securities** for which **Discovery** first occurs during the **Policy Period** resulting from any **Social Engineering Fraud**.

I. Currency Fraud

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any **Currency Fraud**.

J. Charge Card Fraud

The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any **Charge Card Fraud** provided that:

1. the terms and conditions imposed by the issuer of any credit, debit or charge card have been complied with; and

2. the **Insured** is legally liable for such **Loss**.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. **"Alteration"** means the material modification of an original document by a person acting without authority and with the intent to deceive.

B. **"Banking Premises"** means the interior portion of any building occupied by a banking institution or similar safe depository to conduct its business.

C. **"Charge Card Fraud"** means **Forgery** or **Alteration** of any written instrument required in connection with any corporate credit, debit or charge card issued to any:

1. **Insured Organization**; or

2. **Executive** or **Employee** for which an **Insured Organization** has requested the issuance of such card to such **Executive** or **Employee**.

D. **"Computer Fraud"** means **Theft** directed against an **Insured Organization** committed through the use of any computer or computer network, including all input, output, processing, storage, off-line media libraries and communication devices connected to any computer or computer network.

E. **"Computer Restoration Costs"** means reasonable fees and expenses incurred by an **Insured** with the **Insurer's** prior written consent to reproduce or duplicate damaged or destroyed **Data** or computer programs. If such computer programs cannot be duplicated from other computer programs, then **Computer Restoration Costs** also include reasonable costs incurred for computer time, computer programmers, technical experts, and consultants to restore the computer programs to substantially the same level of operational capability immediately preceding the covered **Loss**. **Computer Restoration Costs** exclude any compensation, benefit expenses, or overhead of any **Insureds** or any fees or expenses incurred by any **Customer**.

F. **"Counterfeit"** means an imitation of an actual valid original that is intended to deceive and to be taken as the original.

G. **"Currency Fraud"** means the good faith acceptance by an **Insured Organization** in the regular course of business and in exchange for merchandise, **Money**, or services of any:

1. **Counterfeit** post office or express money order issued, or purporting to have been issued, by any post office or express company that is not paid upon presentation; or

2. **Counterfeit** paper currency.

H. **“Customer”** means any person or entity to which an **Insured Organization** provides goods or services for consideration.

I. **“Data”** means information of any kind regardless of the medium in which such information is stored, including, without limitation, accounts, microfilms, tapes or other paper or electronic records. **Data** includes, without limitation, any financial information, credit card information, health information, confidential information or personally identifiable information.

J. **“Discovery”** means knowledge acquired by an **Executive** that would cause a reasonable person to believe:

1. a covered **Loss** has occurred; or

2. that circumstances have arisen that may subsequently result in a covered **Loss**,

including **Loss**: (i) sustained prior to the inception date of this Policy specified in Item 2 of the Declarations; (ii) not exceeding the applicable Retention specified in Item 6.F of the Declarations; or (iii) for which exact details are unknown.

Discovery excludes knowledge acquired by an **Executive** acting alone or in collusion with an **Employee** as a participant in a **Theft** or **Forgery**.

K. **“Employee”** means any natural person who at the time of **Loss** is:

1. an employee of an **Insured Organization**, including any full time, part-time, seasonal, leased, loaned, or temporary employee, as well as any volunteer or intern of an **Insured Organization** other than any volunteer acting as a fund solicitor during fund-raising activities;

2. an **Executive** not meeting the definition of 1 above while performing acts within the scope of the usual duties of an employee of an **Insured Organization**;

3. any person formerly meeting the definition of 1 or 2 above while retained by, and consulting for, an **Insured Organization** pursuant to a written contract;

4. a fiduciary, trustee, administrator or employee of a **Sponsored Plan** or any other person required to be bonded in connection with a **Sponsored Plan** by Title 1 of **ERISA**; or

5. an **Independent Contractor**.

L. **“ERISA Sponsored Plan”** means any **Sponsored Plan** that is subject to **ERISA**.

M. **“Financial Instrument”** means any check, draft, or similar order to pay a specific amount of money that is made, drawn by or drawn upon an **Insured Organization** or by anyone acting as an agent of an **Insured Organization**, or that is purported to have been so made or drawn.

N. **“Fraud or Dishonesty”** means any larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion or willful misapplication, or any other fraudulent or dishonest act, including acts prohibited by Title 18, Section 1954 of the United States Code.

O. **“Forgery”** means the signing of another natural person’s name with the intent to deceive. **Forgery** excludes a signature that consists in whole or in part of one’s own name, signed with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.

P. **"Fraudulent Transfer Instructions"** means any fraudulent written, electronic, telegraphic, cable, teletype or telephonic instructions issued to a financial institution directing such institution to initiate a transfer of **Money** or **Securities** from any account maintained by an **Insured Organization** at such institution which instructions purport to have been authorized by such **Insured Organization** but were, in fact, fraudulently transmitted by someone other than such **Insured Organization**.

Q. **"In Transit"** means a conveyance outside the **Premises** by an **Insured Organization** within the custody of any:

1. **Employee** or partner of an **Insured Organization**; or

2. authorized custodian of an **Insured Organization**.

Such conveyance begins upon receipt of the conveyance by any person described in 1 or 2 above from any **Insured Organization**, and ceases upon delivery of the conveyance to the designated recipient or its agent.

R. **"Insureds"** means any:

1. **Insured Organization**; or

2. **Sponsored Plan**.

Insureds exclude any **Customer**.

S. **"Investigation Costs"** means reasonable fees and expenses incurred by an **Insured** with the **Insurer's** prior written consent to establish the existence and amount of a covered **Loss**. **Investigation Costs** exclude any: (i) compensation, benefit expenses, or overhead of any **Insureds**; and (ii) fees or expenses incurred by any **Customer**.

T. **"Loss"** means direct loss sustained to the immediate deprivation of:

1. regarding all Insuring Agreements other than Insuring Agreement B. Customer Property, an **Insured**; or

2. regarding Insuring Agreement B. Customer Property, a **Customer**.

Loss excludes any indirect or consequential loss of any nature, including, without limitation, any fees, expenses, compensation, interest, fines, penalties, damages, settlements, or judgments.

Notwithstanding the above, **"Loss"** also means any: (i) amounts paid under Section 7. Defense Costs Coverage (Forgery or Alteration); (ii) **Investigation Costs** if Investigation Costs Coverage is elected in Item 6.F of the Declarations; or (iii) **Computer Restoration Costs** if Computer Restoration Costs Coverage is elected in Item 6.F of the Declarations.

U. **"Money"** means any:

A. currency, coin, and bank notes;

B. bullion; or

C. travelers checks, registered checks or money orders held for sale to the general public.

V. **"Premises"** means the interior portion of a building occupied by an **Insured Organization** to conduct its business.

W. **"Property"** means tangible property other than **Money** or **Securities**. **Property** excludes **Data**.

X. **"Robbery"** means a **Theft** from the care and custody of any:

1. **Employee**; or

2. authorized custodian of an **Insured Organization** other than a watchman, porter or janitor,

by violence or threat of violence committed in the presence and cognizance of such person.

Y. **"Safe Burglary"** means **Theft** from a locked vault or safe located inside the **Premises** by forcible or violent entry as evidenced by visible marks**.**

Z. **"Securities"** means negotiable and non-negotiable instruments representing either **Money** or **Property**, including tokens, tickets, revenue or other stamps in current use. **Securities** exclude **Money**.

AA. **"Social Engineering Fraud"** means a communication from a **Third Party** to an **Insured Organization** that: (i) purports to be from a customer, vendor, business affiliate, **Employee**, or **Executive**, of such **Insured Organization**, but is not actually from such customer, vendor, business affiliate, **Employee**, or **Executive**; and (ii) requests that such **Insured Organization** effectuate a transfer, payment or delivery of **Money** or **Securities**.

BB. **"Sponsored Plan"** means any:

1. employee benefit plan, pension benefit plan or welfare benefit plan, as each is defined in **ERISA**, operated solely by an **Insured Organization**, or jointly by any **Insured Organization** and a labor organization, solely for the benefit of employees of an **Insured Organization**;

2. employee benefit plan or program not subject to **ERISA** sponsored solely by any **Insured Organization** for the benefit of employees of an **Insured Organization,** including any fringe benefit or excess benefit plan; or

3. plan, fund, or program specifically included as a **Sponsored Plan** in a written endorsement issued by the **Insurer**.

Sponsored Plan excludes any multi-employer plan.

CC. **"Theft"** means any unlawful taking.

DD. **"Third Party"** means any natural person other than:

1. an **Employee** or an **Executive**; or

2. a person acting in collusion with an **Employee** or an **Executive**.

3. EXCLUSIONS

A. The **Insurer** shall not pay **Loss** resulting from any:

1. **Theft**, **Computer Fraud**, **Fraudulent Transfer Instructions** or any other fraudulent, dishonest or criminal act (other than **Robbery** or **Safe Burglary**), by any authorized representative of an **Insured Organization**, other than an **Employee**, provided that this exclusion shall not apply if an authorized representative is acting in collusion with an **Employee**;

2. fire, provided that this exclusion shall not apply to:

a. **Loss** of **Money** or **Securities**; or

b. damage to any safe or vault caused by the application of fire during any **Safe Burglary** or attempted **Safe Burglary**;

3. **Theft** or **Forgery** by an owner of an **Insured Organization**, whether acting alone or in collusion with others, provided that:

a. if such **Theft** or **Forgery** would have otherwise been a covered **Loss** if committed by someone else, the **Insurer** shall pay a percentage of such **Loss** equal to the percentage ownership of all innocent owners of such **Insured Organization** on the day immediately preceding the date of **Discovery**; and

b. this exclusion shall not apply to **Loss** by an **ERISA Sponsored Plan** resulting from **Fraud or Dishonesty**;

4. authorized or unauthorized trading, regardless of whether such trading is: (i) in the name of an **Insured** or another; (ii) in a genuine or fictitious account; or (iii) with or without the knowledge of any **Insured**, provided that this exclusion shall not apply to **Loss**:

a. caused by **Theft** or **Forgery** resulting in improper financial gain to an **Employee** (**Loss** as used in this exclusion means only the amount of improper financial gain to such **Employee** and excludes any compensation paid by an **Insured Organization** to such **Employee** such as salary, bonuses, incentive payments commissions, or employee benefits); or

b. by an **ERISA Sponsored Plan** resulting from **Fraud or Dishonesty**;

5. declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention or authority, expropriation or nationalization, or any act or condition incident or related to any of the foregoing;

6. loss of income, including, without limitation, interest and dividends;

7. **Employee** to the extent that **Loss** occurs after an **Executive** acquires knowledge of fraud or dishonesty committed by such **Employee** prior to or during employment with an **Insured** involving **Money**, **Property** or **Securities** valued at $25,000 or more;

8. giving or surrendering **Money**, **Property**, or **Securities** in any exchange or purchase with any person or entity not in collusion with an **Employee**, provided that this exclusion shall not apply to **Currency Fraud** or **Social Engineering Fraud**;

9. **Loss** sustained by one **Insured** to the advantage of any other **Insured**, provided that this exclusion shall not apply to **Loss** by an **ERISA Sponsored Plan** resulting from **Fraud or Dishonesty**;

10. disappearance of, or damage to, **Money**, **Property**, or **Securities** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person duly authorized by an **Insured Organization** to have custody of the property, provided that this exclusion shall not apply to **Loss** excess of the amount recovered or received by an **Insured Organization** under:

    a. an **Insured Organization's** contract, if any, with, or insurance carried by, any of the foregoing; or

    b. any other valid or collectible insurance or indemnity; or

11. nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

B. Regarding all Insuring Agreements other than Insuring Agreements A. Employee Theft and H. Social Engineering Fraud, the **Insurer** shall not pay **Loss** resulting from **Social Engineering Fraud**.

C. Regarding Insuring Agreements A. Employee Theft and B. Customer Property, the **Insurer** shall not pay **Loss** resulting from any agent, broker, factor, commission merchant, consignee, contractor, independent contractor or other representative of the same general character, provided that this exclusion shall not apply to **Loss** resulting from any **Independent Contractor**.

D. Regarding Insuring Agreements C. Inside The Premises and D. Outside The Premises, the **Insurer** shall not pay **Loss** resulting from:

1. **Forgery**, **Computer Fraud**, **Currency Fraud**, **Charge Card Fraud** or **Fraudulent Transfer Instructions**; or

2. destruction, disappearance or damage to **Money**, **Property** or **Securities** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.

E. Regarding Insuring Agreements C. Inside The Premises, D. Outside The Premises, F. Computer Fraud, and G. Fraudulent Transfer Instructions, the **Insurer** shall not pay **Loss** resulting from kidnap, ransom or other extortion payment, provided that this exclusion shall not apply to **Robbery**.

F. Regarding Insuring Agreement E. Forgery or Alteration, the **Insurer** shall not pay **Loss** resulting from **Forgery** or **Alteration** of any:

1. **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**; or

2. registered or coupon obligations issued or purported to have been issued by the **Insured**.

4. LIMITS OF LIABILITY & RETENTION

A. The **Insurer's** maximum liability for each single **Loss** under each elected Insuring Agreement shall not exceed the applicable Limit of Liability specified in Item 6.F of the Declarations, regardless of the number of **Insureds** sustaining such **Loss**.

B. All **Loss** resulting from a single act or any number of acts of the same **Employee** or **Third Party**, regardless of whether such act or acts occurred before or during the **Policy Period**, shall be treated as a single **Loss** and the applicable Limit of Liability of this Coverage Part shall apply, subject to Section 10. Loss Occurring Prior to the Policy Period.

C. If **Loss** is covered under more than one Insuring Agreement of this Coverage Part, the **Insurer's** maximum liability for such **Loss** under all such Insuring Agreements combined shall not exceed the largest applicable Limit of Liability of any such Insuring Agreement.

D. If there is more than one **Insured**, the maximum liability of the **Insurer** for any single **Loss** sustained by more than one **Insured** shall not exceed the amount for which the **Insurer** would have been liable if the single **Loss** had been sustained by one **Insured**.

E. The amount that the **Insurer** shall pay for any single **Loss** shall not be cumulative from the **Policy Period** to the period of any other policy.

F. The **Insurer's** liability under this Coverage Part shall apply only to that part of each **Loss** excess of the applicable Retention specified in Item 6.F of the Declarations.

5. ERISA SPONSORED PLAN COVERAGE

A. Payment of **Loss** by an **ERISA Sponsored Plan** shall be paid by the **Insurer** to such **ERISA Sponsored Plan**.

B. The Limit of Liability applicable to any single **Loss** incurred by one or more **ERISA Sponsored Plans** shall be the applicable Limit of Liability specified in Item 6.F of the Declarations provided that such amount exceeds the minimum limit of liability for each **ERISA Sponsored Plan** (the "Minimum Limit of Liability") incurring such single **Loss**.

C. Notwithstanding any other provision of this Crime Coverage Part, the Minimum Limit of Liability for each **ERISA Sponsored Plan** shall be the greater of:

1. $1,000; or

2. 10% of an **ERISA Sponsored Plan's** assets handled during such **ERISA Sponsored Plan's** preceding fiscal year,

provided that such Minimum Limit of Liability shall not exceed: (i) $500,000 for an **ERISA Sponsored Plan** that does not hold securities of any **Insured Organization** (i.e., employer securities); or (ii) $1,000,000 for an **ERISA Sponsored Plan** that holds securities of any **Insured Organization** (i.e., employer securities).

D. If a single **Loss** is incurred by more than one **ERISA Sponsored Plan**, then the Limit of Liability applicable to such **Loss** shall be the greater of:

1. the applicable Limit of Liability specified in Item 6.F of the Declarations; or

2. the sum of the Minimum Limit of Liability for each **ERISA Sponsored Plan** incurring such single **Loss**.

E. Notwithstanding any other provision of this Crime Coverage Part:

1. no Retention shall apply to **Loss** by any **ERISA Sponsored Plan**; and

2. the **Insureds** shall have one year following the termination of this Policy to provide written notice of **Loss** by an **ERISA Sponsored Plan**:

   a. sustained prior to the termination of this Policy; and

   b. for which **Discovery** occurs during such one year following the termination of this Policy,

   provided that the right to report such **Loss** shall terminate upon the effective date of any other insurance or bond providing coverage for such **Loss** in accordance with Section 412 of **ERISA**.

F. Notwithstanding any other provision of this Crime Coverage Part, any restriction limiting coverage for **Loss** resulting from **Fraud or Dishonesty** by any partner, owner, or **Executive** of an **Insured Organization** because of their status as a partner, owner, or **Executive** of an **Insured Organization** shall not apply to **Loss** by an **ERISA Sponsored Plan** resulting from **Fraud or Dishonesty**.

6. OWNERSHIP OF PROPERTY; INTERESTS COVERED

A. Regarding all Insuring Agreements other than Insuring Agreement B. Customer Property, coverage shall apply only to **Money**, **Property** or **Securities** owned by the **Insureds**, for which the **Insureds** are legally liable, or held by the **Insureds** whether or not the **Insureds** are liable, provided that:

1. the **Insurer** shall not be liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; and

2. regarding Insuring Agreement A. Employee Theft, no coverage shall apply for **Money**, **Property** or **Securities** of a **Customer**.

B. Regarding Insuring Agreement B. Customer Property, coverage shall apply only to **Money**, **Property** or **Securities** of a **Customer** held by an **Insured Organization** or for which an **Insured Organization** is legally liable.

7. DEFENSE COSTS COVERAGE

The **Insurer** shall pay reasonable attorneys' fees and court costs incurred in defending an **Insured Organization** or an **Insured Organization's** financial institution in any legal proceeding brought to enforce payment of a **Financial Instrument**, provided that:

A. **Loss** resulting from the **Forgery** or **Alteration** of such **Financial Instrument** is otherwise covered under Insuring Agreement E. Forgery or Alteration;

B. as a condition precedent to coverage, the **Insured Organization** shall give the **Insurer** written notice of any such proceeding as soon as is practicable, but no later than 90 days after any **Claim Manager** first becomes aware of such proceeding;

C. the **Insurer** shall not have any duty to defend such proceeding;

D. payment of any fees and costs shall be subject to the prior written consent of the **Insurer**, such consent not to be unreasonably withheld;

E. the **Insured Organization** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request; and

F. payment of any fees and costs by the **Insurer** shall be part of, and not in addition to, the Limit of Liability that would otherwise apply under Insuring Agreement E. Forgery or Alteration for covered **Loss**.

8. INVESTIGATION COSTS COVERAGE

The **Insurer** shall pay **Investigation Costs** incurred by an **Insured** resulting from any **Loss** covered under any Insuring Agreement other than Insuring Agreement H. Social Engineering Fraud, provided that such **Loss** exceeds the Retention applicable to such Insuring Agreement.

This coverage shall be subject to the Investigation Costs Sublimit of Liability specified in Item 6.F of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this coverage. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability of the applicable Insuring Agreement. Other than as specified above, no Retention shall apply to this coverage.

9. COMPUTER RESTORATION COSTS

The **Insurer** shall pay **Computer Restoration Costs** incurred by an **Insured** resulting from any **Loss** covered under Insuring Agreements A. Employee Theft, B. Customer Property, or F. Computer Fraud, provided that such **Loss** exceeds the Retention applicable to the relevant Insuring Agreement.

This coverage shall be subject to the Computer Restoration Costs Sublimit of Liability specified in Item 6.F of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this coverage. Such Sublimit of Liability shall be part of, and not in addition to, the Limits of Liability applicable to the above Insuring Agreements. Other than as specified above, no Retention shall apply to this coverage.

10. LOSS OCCURRING PRIOR TO THE POLICY PERIOD

If **Loss** occurs prior to the **Policy Period** and such **Loss** is covered under this Policy and a bond or insurance policy issued prior to the **Policy Period**, then:

A. if such bond or insurance policy is issued by any insurer other than the **Insurer** and **Discovery** of such **Loss** first occurred prior to the expiration of the time allowed for discovery under such bond or policy, this Policy shall provide excess coverage over the amount paid under such prior bond or policy or the amount that would have been paid had proper notice of such **Loss** been given under such prior bond or policy; or

B. if such bond or insurance policy is issued by the **Insurer** or any affiliate of the **Insurer**, such prior bond or policy shall terminate as of the inception of this Policy and no coverage shall be provided under such prior bond or policy.

11. CALCULATION OF LOSS

A. For **Loss** of **Securities**, the **Insurer** shall pay the lesser of either:

1. the actual market value of lost, damaged or destroyed **Securities**, but only up to and including their value at the close of business on the business day immediately preceding the **Discovery** of such **Loss**;

2. the cost of replacing **Securities**; or

3. the cost to post a Lost Securities Bond in connection with issuing duplicates of the **Securities**.

B. For **Loss** of books of account or other records, the **Insurer** shall pay the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records.

C. For **Loss** of **Property**, the **Insurer** shall pay the lesser of either:

1. the price paid by an **Insured** for the **Property**; or

2. the cost to repair or replace **Property** with that of like kind, quality and value at the time that the **Named Organization** furnishes a proof of loss pursuant to Section 12. Loss Reporting Rights and Duties.

D. For **Loss** of foreign currency, the **Insurer** shall pay the United States of America dollar equivalent of foreign currency determined by the rate of exchange published in The Wall Street Journal on the date of **Discovery** of such **Loss**.

E. For **Loss** of precious metals, the **Insurer** shall pay the United States of America dollar equivalent of precious metals determined by the cash prices published in The Wall Street Journal on the date of **Discovery** of such **Loss**.

F. An **Insured** shall not use a comparison between its inventory records and a physical count of its inventory to prove that a covered **Loss** has been sustained under this Policy. Notwithstanding the foregoing, if an **Insured** establishes wholly apart from its inventory records that it has sustained a covered **Loss** caused by an identified **Employee**, then it may offer a comparison between its inventory records and a physical count of its inventory to prove the amount of such **Loss**.

12. LOSS REPORTING RIGHTS AND DUTIES

A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed or **Discovery** by all **Insureds**.

B. Upon **Discovery** of **Loss**, and as a condition precedent to coverage, the **Named Organization** shall:

1. provide written notice to the **Insurer** at the earliest practicable moment, but no later than 90 days after **Discovery**, provided that, if the **Named Organization** is voluntarily liquidated or dissolved during the **Policy Period**, written notice of **Loss** occurring during the **Policy Period** shall be given no later than one year following the expiration of the **Policy Period**;

2. provide a sworn proof of **Loss** to the **Insurer** with full particulars within 120 days of **Discovery**;

3. submit to an examination under oath and provide a signed statement of answers if requested by the **Insurer**;

4. produce all pertinent records at such reasonable times and places as the **Insurer** shall request; and

5. provide full and complete cooperation in all matters pertaining to a **Loss** or claim, including the investigation and settlement thereof.

C. No **Insured** shall institute legal proceedings against the **Insurer** regarding any **Loss**:

   1. more than 2 years after **Discovery**; or

   2. to recover a judgment or settlement against it or its bank resulting from **Forgery** or **Alteration**, or defense costs as specified in Section 7. Defense Costs Coverage, more than 2 years after the date such judgment shall become final or settlement was entered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOPY PLUS
(LOCKTON NATIONAL PANEL)
(CRIME)

Regarding the Crime Coverage Part, it is agreed that:

1. SOCIAL ENGINEERING FRAUD – PROPERTY

Section 1. Insuring Agreements H. is deleted and replaced by:

H. Social Engineering Fraud

The **Insurer** shall pay **Loss** by an **Insured** of **Money, Property** or **Securities** for which **Discovery** first occurs during the **Policy Period** resulting from any **Social Engineering Fraud**.

Section 2. Definitions, AA. "Social Engineering Fraud" is deleted and replaced by:

AA. "Social Engineering Fraud" means a communication from a **Third Party** to an **Insured Organization** that: (i) purports to be from a customer, vendor, business affiliate, **Employee**, or **Executive**, of such **Insured Organization**, but is not actually from such customer, vendor, business affiliate, **Employee**, **Executive,** and (ii) requests that such **Insured Organization** effectuate a transfer, payment or delivery of **Money, Property,** or **Securities**.

2. TERMINATED EMPLOYEE COVERAGE – DISCOVERY UP TO 60 DAYS AFTER TERMINATION

Section 2. Definitions, K. "Employee" is amended to add:

"Employee" also means any natural person as described in 1 or 2 above, during a period of sixty (60) days after termination with the **Insured**.

3. CRYPTOCURRENCY EXCLUSION

"Cryptocurrency" means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units.

Section 2. Definitions, U. "Money", W. "Property" and Z "Securities" are each amended to exclude **Cryptocurrency**.

4. TELEPHONE FRAUD COVERAGE

Telephone Fraud Coverage

A. The **Insurer** shall pay **Loss** by an **Insured** for which **Discovery** first occurs during the **Policy Period** resulting from any **Third Party** committing any **Telephone Toll Fraud.**

B. Regarding the above Telephone Fraud Coverage:

1. "Telephone Toll Fraud" means toll and line charges the **Insured** is responsible for solely as a result of the fraudulent infiltration and manipulation of a **Telephone**

System from a remote location to gain access to outbound long-distance telephone service. **Telephone Toll Fraud** excludes **Loss** (i) caused by any use of a **Calling Card** or (ii) that portion of loss sustained beginning thirty (30) days from the billing cut-off date shown in the first telephone service charge bill from the telephone carrier in which **Telephone Toll Fraud** is documented.

2. **"Telephone System"** means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by the **Insured** for purposes of voice-based telecommunications.

3. **"Calling Card"** means a calling card access number or telephone credit card access number issued by a telecommunications company which gives the **Calling Card** customer access to and use of telecommunications services.

4. The **Insurer's** maximum aggregate liability for all **Loss** under this coverage extension shall be $5,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this **Coverage Part** for all **Telephone Toll Fraud** combined. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Coverage Part**.

5. **<u>BLANKET LOSS PAYEE</u>**

It is agreed that any **Loss** sustained by a **Customer** that is covered under this Coverage Part shall be payable by the **Insurer** to the **Insured Organization** and such **Customer** as joint payees as their interests may appear at the time of such **Loss**.

6. **<u>OTHER INSURANCE – PRIMARY SOCIAL ENGINEERING FRAUD</u>**

General Provisions, Section 13. Other Insurance, is amended to add:

If **Loss** is covered under Insuring Agreement H. Social Engineering Fraud and any other insurance, the coverage provided under Insuring Agreement H. Social Engineering Fraud shall be primary.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 7

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT DOES NOT APPLY TO THE CRIME COVERAGE PART

OHIO – TERRORISM EXCLUSION

A. The following exclusion is added:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in US dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" as defined in each coverage part and covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. “Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”.

Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 8

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as follows:

A. The General Provisions are amended as follows:

1. Section 2. Definitions CC. "Loss" is amended to add:

Regardless of any other policy provision, the definition of **Loss** in each **Liability Coverage Part** is amended to delete coverage of punitive, exemplary or multiple damages in Ohio.

2. Section 23. Cancellation is deleted and replaced by:

If this Policy has been in effect 90 days or less, the **Insurer** may cancel this Policy for any reason.

If this Policy has been in effect for more than 90 days, the **Insurer** may cancel this Policy only for one of the following reasons:

1. nonpayment of premium;

2. discovery of fraud or material misrepresentation in the procurement of this Policy or with respect to any **Claims** submitted thereunder;

3. discovery of a moral hazard or willful or reckless acts or omissions on the part of the **Named Organization** that increase any hazard insured against;

4. occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent the **Insurer** reasonably should have foreseen the change or contemplated the risk in writing this Policy;

5. loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

6. failure of any **Insured** to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

7. determination by the Superintendent of Insurance that the continuation of this Policy would create a condition that would be hazardous to the **Insureds** or the public.

This Policy may be cancelled by the **Insurer** by mailing written notice of cancellation to the **Named Organization** at its last known address and the **Named Organization's** agent at least: (i) 10 days before the effective date of cancellation date if cancellation is for nonpayment of premium; or (ii) 30 days before the effective date of cancellation if cancellation is for any other reason. The notice of cancellation shall include the policy number, date of the notice, effective date of cancellation, and an explanation of the reason(s) for cancellation. The mailing of such notice shall be sufficient proof of notice and the effective date of cancellation shall become the end of the **Policy Period**.

Except as otherwise provided, the **Named Organization** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.

If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Insureds** cancel this Policy, unearned premium shall be calculated at the **Insurer's** customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The **Insurer** shall make payment of any unearned premium as soon as practicable.

3. The following is added to this Policy:

NONRENEWAL

If the **Insurer** decides not to renew this Policy, the **Insurer** shall mail written notice of nonrenewal to the **Named Organization** at its last known address and the **Named Organization's** agent at least 30 days prior to the expiration date of this Policy. The notice shall state the expiration date of the Policy.

B. The Directors, Officers, & Organization Liability Part is amended as follows:

Section 6. Public Offering of Securities is deleted.

C. The Kidnap & Ransom Coverage Part is amended as follows:

Section 4 Exclusions is amended to include the following:

The **Insurer** shall not pay **Loss** resulting from any violation of any workers compensation law.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 9

Policy Number: PCD1003941-04

Named Insured: Field Aerospace, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 31, 2025

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the “Act”) established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy’s other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: $0.00
(This charge/amount is applied to obtain the final premium.)
You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

	Field Aerospace, Inc.
Policyholder/Legal Representative/Applicant’s Signature	Named Insured
	Arch Insurance Company
Print Name of Policyholder/Legal Representative /Applicant	Insurance Company
Date: 07/31/2025	Policy Number: PCD1003941-04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully**.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Jackson Lewis Risk Management for Employment Practices Liability

Loss avoidance is better than loss recovery.

Arch Insurance Group is pleased to offer a comprehensive risk management service provided by Jackson Lewis to help manage your workforce proactively and reduce your exposure to employment claims. Since its founding in 1958, Jackson Lewis — a national firm employing over 1000 labor and employment lawyers — has exclusively represented management in cases involving a full spectrum of workplace law issues. As a result, Jackson Lewis has acquired a wealth of expertise in a broad range of employment matters.

Hotline for Employment Practices Risk Management: (908) 795-2981

Jackson Lewis provides a no-charge confidential call-in "Hotline" for companies insured by Arch Insurance. The Hotline can assist you on a broad range of employment related subjects such as forms of harassment, insubordination, wage and hour issues, leaves of absence, immigration processes, employment-at-will concepts, etc. The Hotline is an excellent place to initiate consideration of a decision, but is not intended to replace the relationship your company should develop with experienced employment counsel.
Jackson Lewis EPL Hotline:* (908) 795-2981

Online Tools for Employment Practices Risk Management: www.jacksonlewis.com

You can also access exclusive Jackson Lewis bulletins online, detailing trends and developments in labor and employment law, everything explained in practical and straightforward terms. What's more, when extraordinary circumstances arise, supplemental bulletins are developed. Even special regional bulletins are available, as well as industry-oriented publications.

**The Hotline is not intended to provide an answer as to whether any specific adverse personnel action should be taken. It provides general employment law advice only. Please note that the Hotline cannot be used to report service of an administrative charge, arbitration demand, service of lawsuits, or other notices*

Pursuing Better Together®

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF DENNA JALILI
(Affirmed July 23, 2026)

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

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

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

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

Lawyers for the Field Entities

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 24th
	)	
JUSTICE STEELE	)	DAY OF JULY, 2026

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

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. (together, the "**Field Entities**"), for an Order, approving a transaction (the "**Transaction**") contemplated by a bill of sale ("**Voyageur Bill of Sale**") between the Field Entities, as sellers, and Voyageur Aviation Corp. (the "**Purchaser**"), as purchaser, dated July 23, 2026, a copy of which is appended to the supplemental affidavit of John Mactaggart sworn July 23, 2026 (the "**Mactaggart Affidavit**") and vesting all of the Field Entities' right, title and interest in and to the Purchased Asset (as defined in the Voyageur Bill of Sale) in and to the Purchaser, free and clear of all liens, charges, mortgages, security interests, encumbrances, claims, and interests of any kind whatsoever (other than as set out in the Voyageur Bill of Sale), was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Affidavit of John Mactaggart sworn July 17, 2026 including the exhibits attached thereto, the Mactaggart Affidavit including the exhibit attached thereto, and the second report of Proposal Trustee dated July 22, 2026, and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee, and such other counsel who were present and no other party appearing, although duly served as evidenced by the Certificate of Service of Ines Ferreira, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Voyageur Bill of Sale or the Mactaggart Affidavit, as applicable.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Voyageur Bill of Sale by the Field Entities is hereby authorized and approved, with such minor amendments as the Field Entities, the Purchaser and the Proposal Trustee may deem necessary and agree to. The Field Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Asset to the Purchaser.

4. **THIS COURT ORDERS** that upon the delivery of a Proposal Trustee's certificate to the Field Entities and the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Field Entities' right, title and interest in and to the Purchased Asset shall vest absolutely in Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, or charges, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of this Court in the within proceeding, including pursuant to the Order of Justice Dietrich dated June 12, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Alberta), or any other personal property registry system (all of the foregoing collectively, "**Claims and Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Asset.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Purchased Asset shall stand in the place and stead of the Purchased Asset, and from and after the delivery of the Proposal Trustee's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Asset with the same priority as they had with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** that upon delivery of the Proposal Trustee's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Field Entities or the Purchased Asset, including, without limitation, Transport Canada and the Canadian Civil Aircraft Register (collectively, the "**Governmental Authorities**"), are hereby authorized, requested and directed to accept delivery of the Proposal Trustee's Certificate and a certified copy of this Order as though they were originals and, subject to regulatory approval where applicable, to register such transfers and discharges as may be required to convey to the Purchaser clear title to the Purchased Asset.

7. **THIS COURT ORDERS AND DIRECTS** that each of the Governmental Authorities shall take such steps as are necessary to give effect to the terms of this Order and the Voyageur Bill of Sale (irrespective if the explicit consent of any other party is required in writing or otherwise). For greater certainty, subject to applicable regulatory approval, the presentment of this Order and the Proposal Trustee's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, as may be required to convey to or record in favour of the Purchaser title to the Purchased Asset.

8. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Field Entities and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Field Entities;

the entering into the Voyageur Bill of Sale, the vesting of all right, title and interest in and to the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Field Entities and shall not be void or voidable by creditors of the Field Entities, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

10. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

____

Schedule "A" – Form of Proposal Trustee's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

A. On June 5, 2026, Field Aviation Company Inc. and Field Aviation East Ltd. (together, the "**Field Entities**"), through the proposal trustee, AlixPartners Restructuring, Inc. (in such capacity, the "**Proposal Trustee**"), each filed a notice of intention to make a proposal with the official receiver, in accordance with section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B 3.

B. Pursuant to an Order of the Court dated July 24, 2026, the Court approved the bill of sale ("**Voyageur Bill of Sale**") between the Field Entities, as sellers, and Voyageur Aviation Corp. ("**Voyageur**") as purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of all of the Field Entities' right, title and interest in and to the Purchased Asset, which vesting is effective with respect to the Purchased Asset upon the delivery by the Proposal Trustee to the Purchaser and the Field Entities of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Asset; and (ii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Voyageur Bill of Sale.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the Purchaser has paid, and the Proposal Trustee has received, the Purchase Price for the Purchased Asset; and

2. the Proposal Trustee has received written confirmation from the Purchaser and Entities that all applicable conditions to closing the Transaction have been satisfied or waived by the Purchaser and the Field Entities, as applicable.

This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

AlixPartners Restructuring, Inc., in its capacity as proposal trustee of Field Aviation Company Inc. and Field Aviation East Ltd., and not in its personal capacity

Per: ____________________________________

Name:

Title:

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

APPROVAL AND VESTING ORDER

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: (416) 304-1616

Rachel Nicholson (LSO# 68348V)
Email: rnicholson@tgf.ca

Ines Ferreira (LSO# 81472A)
Email: iferreira@tgf.ca

Denna Jalili (LSO# 84976N)
Email: djalili@tgf.ca

Lawyers for the Field Entities

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL MOTION RECORD
(Returnable July 24, 2026)

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

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

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

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

Lawyers for Field Aviation Company Inc. and Field Aviation East Ltd.