Second Report to Court of AlixPartners Restructuring, Inc. (formerly operating as KSV Restructuring Inc.) as Proposal Trustee of Field Aviation Company Inc. and Field Aviation East Ltd.

July 22, 2026

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Appendices

AlixPartners

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.

SECOND REPORT OF ALIXPARTNERS RESTRUCTURING, INC. AS PROPOSAL TRUSTEE

JULY 22, 2026

1.0 Introduction

1. This report (the "**Second Report**") has been prepared by AlixPartners Restructuring, Inc.,[1] in its capacity as the proposal trustee (the "**Proposal Trustee**") of Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and collectively with Field Canada, the "**Field Entities**") in connection with separate Notices of Intention to Make a Proposal (each an "**NOI**" and jointly, the "**NOIs**") filed on June 5, 2026 pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**").

2. The principal purpose of this proceeding (the "**NOI Proceeding**") is to create a stabilized environment and provide the breathing space necessary for the Field Entities to implement a stalking horse sale and investment solicitation process for their business, with a view to completing an orderly sale and restructuring of their business for the benefit of all stakeholders.

[1] Effective June 1, 2026, KSV Advisory Inc., the parent company of KSV Restructuring Inc., was acquired by an affiliate of AlixPartners Restructuring, Inc. and KSV Restructuring Inc. mandates are being performed by AlixPartners Restructuring, Inc. going forward. At the time the NOIs were filed, KSV Restructuring Inc.'s name change had not yet been approved by the Office of the Superintendent of Bankruptcy, and as such, "KSV Restructuring Inc." was appointed as Proposal Trustee – that name change has since been approved; the professionals involved remain unchanged.

3. On June 12, 2026, the Field Entities obtained the following Orders from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), each of which were supported by the Proposal Trustee for the reasons described in the First Report of the Proposal Trustee dated June 10, 2026 (the "**First Report**"):

   a) an Order (the "**DIP Approval and Extension Order**"), among other things:

      i. approving the interim financing term sheet (the "**DIP Term Sheet**"), dated June 5, 2026 between Field Canada, as borrower, Field East, as guarantor, and Wells Fargo Capital Finance Corporation of Canada ("**Wells Capital**"), as interim lender (in such capacity, the "**DIP Lender**") and Wells Fargo Bank, National Association ("**Wells Bank**", and together with Wells Capital, "**Wells**"), as agent for the DIP Lender (in such capacity, the "**DIP Agent**"), along with the Sixth Amendment and Forbearance Agreement (as defined in the First Report);

      ii. extending the time to file a proposal by 45 days, up to and including August 19, 2026;

      iii. administratively consolidating the separate NOI proceedings of the Field Entities;

      iv. approving the Draken Accommodation Agreement and Data Transfer Agreement (each as defined in the First Report), and granting related sealing relief;

      v. approving Field Canada's key employee retention plan (the "**KERP**"), providing for retention bonuses in favour of certain key personnel, and sealing the KERP, subject to further Order of the Court;

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

      vii. authorizing Field Canada to continue to utilize the central cash management system currently in place, or to replace it with another substantially similar cash management system, and granting related protections to the financial institutions providing such cash management services; and

      viii. granting the Administration Charge, the DIP Lender's Charge, the Directors' Charge, and the KERP Charge (each as defined in the First Report, and collectively, the "**Charges**") on the current and future assets, undertakings and properties of the Field Entities of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"); and

b) an Order (the "**SISP Order**"), among other things:

i. approving and authorizing the Proposal Trustee, on behalf of the Field Entities, to conduct a proposed sale and investment solicitation process for the property and/or business of the Field Entities (the "**SISP**"); and

ii. approving a binding stalking horse asset purchase agreement dated June 5, 2026, between the Field Entities, as sellers, and PAL Aerospace Ltd. ("**PAL**") and De Havilland Aircraft of Canada Limited ("**DHC**", and together the "**Stalking Horse Purchasers**"), as purchasers, to act as the minimum bid in the SISP to which all other bids, if any, will be compared (the "**Stalking Horse Agreement**"), solely for the purpose of serving as the stalking horse bid under the SISP, including the Break Fee, Expense Reimbursement, and Transaction Charge (each as defined in the First Report).

4. Copies of the DIP Approval and Extension Order and the SISP Order are attached to this Second Report as **Appendices "A"** and **"B"**, respectively, and the Court's related endorsement (the "June 12 Endorsement") is attached hereto as **Appendix "C"**.

1.1 Purposes of this Report

1. The purposes of this Second Report are to:

a) summarize the results of the SISP;

b) report on the Field Entities' cash flow projection (the "**Cash Flow Forecast**") for the period from July 11, 2026 to October 9, 2026;

c) provide the Court with an update on activities of the Field Entities and the Proposal Trustee;

d) provide the rationale for the Proposal Trustee's recommendation that this Court grant the Order sought by the Field Entities (the "**Approval and Vesting Order**"), among other things:

i. approving the transactions (together, the "**Stalking Horse Transaction**") contemplated by the Stalking Horse Agreement, and authorizing the Field Entities and the Stalking Horse Purchasers to perform their respective obligations thereunder; and

ii. granting certain limited releases in favour of the current and former directors, officers, employees, and advisors of the Field Entities and the Proposal Trustee; and

e) provide the rationale for the Proposal Trustee's recommendation that this Court grant the Order sought by the Field Entities (the "**Ancillary Order**"), among other things:

  i. authorizing the Proposal Trustee to make distributions from the proceeds of the Stalking Horse Transaction to Wells up to the amount of (A) the indebtedness of the Field Entities to Wells secured by the DIP Lender's Charge; and (B) the Secured Indebtedness (as defined below), in each case together with interest and costs;

  ii. declaring that 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;

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

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

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

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

  vii. authorizing the Proposal Trustee to file an assignment in bankruptcy in respect of any of the Field Entities; and

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

1.2 Currency

1. All currency references in this Second Report are to Canadian dollars unless stated otherwise.

1.3 Restrictions

1. In preparing this Second Report, the Proposal Trustee has relied upon unaudited financial information prepared by the Field Entities' management, its books and records, and discussions with management. The Proposal Trustee has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Proposal Trustee expresses no opinion or other form of assurance with respect to the financial information presented in this Second Report or relied upon by the Proposal Trustee in preparing this Second Report. Any party intending to rely on the financial information presented in this Second Report should perform its own diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

3. Certain information contained in this Second Report, including with respect to projected cash flows, liquidity requirements, the completion of restructuring initiatives and other matters relating to future events and circumstances, constitutes forward-looking information. Forward-looking information is based on assumptions made by the Field Entities and considered reasonable by the Proposal Trustee in the circumstances. However, there can be no assurance that such assumptions will prove to be correct. Actual results may vary materially from those projected and such variations may be material.

4. The Cash Flow Forecast and other financial projections referred to in this Second Report are based on assumptions regarding future events and circumstances that may not occur as anticipated. Accordingly, the Proposal Trustee expresses no opinion or other form of assurance as to whether the forecast or projections will be achieved. Readers are cautioned that actual results will vary from the information presented and such variations may be material.

2.0 Background

1. A brief summary of background relevant to the Field Entities' motion follows below. More detailed background on the Field Entities and the events leading to the NOI Proceeding can be found in the First Report and the Affidavit of John Mactaggart sworn June 6, 2026 (the "**First Mactaggart Affidavit**"), each of which are available (along with other Court materials) on the Proposal Trustee's website at: https://www.ksvadvisory.com/experience/case/field. Such detail is not repeated herein. A copy of the First Report, without appendices, is attached hereto as **Appendix "D"**. Capitalized terms used and not otherwise defined herein have the meanings ascribed in the First Report.

2. The Field Entities are each governed by the laws of the Province of Alberta. Both entities are owned, directly or indirectly, by Field Aerospace, Inc. ("**Field Parent**"), a U.S. holding company whose subsidiaries provide aircraft servicing, modification and design services in Canada and the United States. Field Canada and Field East operate as part of an integrated enterprise – Field Canada is the primary operating entity, and both entities, including Field East, a legacy company which does not itself carry on any operations, hold certain supplemental type certificates ("**STCs**"). The Field Parent also carries on a complementary business in the US through its subsidiaries, ASES LLC ("**ASES**") and Field Aviation, Inc. ("**Field US**"), which are not part of this NOI Proceeding.

3. The Field Parent, together with its subsidiaries (collectively, the "**Field Group**") was founded in 1947 and has operated in the aviation industry for decades. Field Canada initially provided aircraft maintenance services and later expanded into parts manufacturing, aircraft modification and special mission aircraft programs, including work involving Dash 8 and Challenger platforms. Field Canada's recent operations were primarily conducted from leased premises near Pearson International Airport in Mississauga, where it provides special mission aircraft solutions, interior reconfigurations, cargo modifications, aircraft modification kits, and avionics sales and workshop services. The Field Entities operate in a highly regulated aviation environment, and their work depends in part on regulatory approvals, STCs, approved design data, certification rights and related intellectual property.

4. Beginning in 2020, Field Canada experienced a sustained decline in business and financial performance due to several factors, including the effects of the COVID-19 pandemic on its aviation business, the loss of its historically profitable Calgary parts manufacturing business, operational disruption at its Mississauga facility, reduced customer activity and increased occupancy costs. These pressures contributed to liquidity constraints and defaults under the Field Group's senior secured credit facility. Following the issuance of a default notice in April 2026 and related cash management measures by Wells, Field Canada's access to working capital was significantly restricted, resulting in curtailed operations and temporary layoffs. The Field Entities subsequently commenced the NOI Proceeding to stabilize their business, address liquidity issues and pursue restructuring alternatives with the support of Wells.

2.1 Creditors

1. The Field Entities' only material secured creditor is Wells Capital.[2] The Field Entities' pre-filing secured obligations arise under the credit agreement (the "**Credit Agreement**") dated January 29, 2021, as amended September 20, 2021, April 28, 2022, November 14, 2022, October 5, 2023, June 20, 2024, and June 5, 2026 between: (a) Wells Capital, as lender; (b) the Wells Bank, as administrative agent (in such capacity, the "**Administrative Agent**"); (c) Field Canada and ASES, as co-borrowers; and (d) Field US, Field Parent, and Field East, as guarantors. The Credit Agreement provides that the Canadian revolving credit availability is limited to the lesser of: (i) US$6.5 million, as reduced to US$2.5 million in the Sixth Amendment and Forbearance Agreement; and (ii) the total revolving credit facility limit minus the aggregate amount outstanding under the U.S. portion of the facility. Field Canada and ASES are jointly and severally liable for all obligations to Well Capital and Administrative Agent arising under the Credit Agreement. Wells is currently owed over US$3.1 million under the Credit Agreement, inclusive of interest (the "**Secured Indebtedness**"). Interest continues to accrue on the Secured Indebtedness.

2. In connection with the Credit Agreement, Field Canada, Field Parent and ASES each entered into a Canadian-governed and U.S.-governed Guaranty and Security Agreement, each dated January 29, 2021 (together, the "**Security Agreements**"), which granted Wells Capital a first-ranking security interest in all of their present and after-acquired property. Field East executed Joinders to the Security Agreements on June 5, 2026.

3. Bennett Jones has conducted a review of the Canadian security granted by Field Canada and Field East under the Credit Agreement, and, subject to customary restrictions, assumptions, qualifications and discussions, has provided its opinion that such security constitutes valid and enforceable security in the applicable Canadian provinces, and that the necessary registrations have been made in order to perfect such security against third parties.

4. Field Canada's total unsecured indebtedness is approximately $10.7 million, which includes amounts owing to trade creditors, service providers, and other claimants. Field Canada also has significant contingent liabilities related to ongoing litigation, as described further in the First Mactaggart Affidavit. The Proposal Trustee also notes that the Canada Revenue Agency (the "**CRA"**) has issued a notice to the Field Entities proposing changes to the Field Entities' GST/HST returns for the period from June 1, 2026 to June 5, 2026, which, if implemented, would result in a GST/HST liability of over $675,000. The Proposal Trustee is continuing to review, and

[2] According to searches conducted in the Ontario Personal Property Registry by counsel to the Field Entities, the only other registration against either of the Field Entities is a registration against Field Canada that appears to be in respect of a specific motor vehicle, the lease for which has since been assumed by Brian Love, a director.

understands that the Field Entities are of the view that these amounts may be overstated. Field East has no unsecured indebtedness.

2.2 Restructuring Framework

1. Prior to the commencement of the NOI Proceeding, the Field Entities and Wells, in consultation with the Proposal Trustee, developed a restructuring plan (the "**Restructuring Framework**") focused on maximizing value and repaying the amounts owing to Wells. Among other things, the Restructuring Framework was supported by four interrelated components:

   a) the Sixth Amendment and Forbearance Agreement, pursuant to which Wells, among other things, agreed to forbear from enforcing on the Field Entities (which were at the time in default under the Credit Agreement) and support continued US funding while imposing enhanced reporting and budget controls;

   b) the Draken Accommodation Agreement, which allowed Field Canada to continue work on one of its two material projects;

   c) the DIP Facility, pursuant to which Wells agreed to provide super-priority financing in the NOI Proceeding; and

   d) the SISP and Stalking Horse Agreement, pursuant to which the Field Entities would canvass the market for a bid superior to the heavily negotiated Stalking Horse Agreement, which was executed prior to the commencement of the NOI Proceeding.

2. Together, these arrangements were intended to provide the liquidity and operational stability necessary to complete the Draken Program (as defined in the First Report), preserve key employee and customer relationships, conduct a competitive sale process and maximize value for stakeholders.

3. As set out above, on June 12, 2026, the Court approved the forms of DIP Approval and Extension Order and SISP Order sought by the Field Entities. The Field Entities now return to Court to seek approval of the Approval and Vesting Order and the Ancillary Order. The Field Entities' basis for seeking this relief is described in detail in the affidavit of John Mactaggart sworn July 17, 2026 (the "**Second Mactaggart Affidavit**"), which should be read in conjunction with this Second Report.

3.0 Cash Flow Forecast

1. The Field Entities' Cash Flow Forecast for the period from July 11, 2026 to October 9, 2026 (the "**Period**"), together with management's report on the Cash-Flow statement as required by subsection 50.4(2)(c) of the BIA, is attached hereto as **Appendix "E"**.

2. A summary of the Cash Flow Forecast is provided below:

(Unaudited; USD$000s)	July 11, 2026 – October 9, 2026
Receipts	8,552
Disbursements	
Operating Costs	
Draken Disbursements	(1,625)
Employee Remuneration/Benefits/Insurance	(117)
Employee Vacation	(513)
KERP	(140)
Wells Fargo Commitment & Exit Fee	(42)
Restructuring Costs	
Professional Fees	(1,231)
Total Disbursements	(3,668)
Net Cash Flow – Canada	4,884
Net Cash Flow – US	(267)
Net Cash Flow - Consolidated	4,617
Opening Loan Balance	(4,595)
Net Cash Flow	4,617
Bank Balance	22

3. The Cash Flow Forecast assumes that the Stalking Horse Transaction is completed on or before July 31, 2026. Consistent with the funding mechanics described in Section 4.5 of the First Report, the Cash Flow Forecast contemplates the repayment of the Canadian revolving loans during the NOI Proceeding and the repayment of the remaining U.S. revolving loans and obligations owing under the DIP Term Sheet upon completion of the Stalking Horse Transaction. Accordingly, the Cash Flow Forecast projects that the Field Entities will have sufficient liquidity to fund their obligations during the Period and repay the obligations owing to Wells in accordance with the terms of the Stalking Horse Transaction. Based on the Proposal Trustee's review, the assumptions underlying the Cash Flow Forecast appear reasonable in the circumstances. The Proposal Trustee's Report on the Field Entities' Cash Flow Statement as required by subsection 50.4(2)(b) of the BIA is attached as **Appendix "F"**.

4. The Cash Flow Forecast reflects the anticipated completion of the Stalking Horse Transaction during the Period and demonstrates that the Field Entities have sufficient liquidity to continue operating pending completion of that transaction.

5. Based on discussions with Field Canada's management, Field Canada has identified a potential income tax refund opportunity for its 2025 taxation year. The Proposal Trustee understands that Field Canada incurred a net loss in 2025 and elected to carry that loss back to its 2022 and 2023 taxation years for federal and provincial income tax purposes in Ontario and Alberta, thereby reducing taxable income in those prior years. Management estimates that the carry-back election may generate an income tax refund of approximately $2.9 million, although the ultimate

refund amount is uncertain pending: (a) final determination and acceptance of a carry-back claim by the CRA; and (b) the outcome of Field Canada's Scientific Research and Experimental Development ("**SR&ED**") claim, which is a federal tax credit program administered by the CRA for qualifying research and development activities. The Proposal Trustee understands that any resulting refund would form part of the assets available in these proceedings. Given the materiality of the potential refund, the Proposal Trustee will monitor the status of both the carry-back claim and the SR&ED application and update stakeholders in the NOI Proceeding accordingly.

4.0 SISP[3]

4.1 Conduct of the SISP

1. The Proposal Trustee, in consultation with the Field Entities, conducted the SISP in accordance with the SISP Order. As discussed below, the SISP involved an extensive marketing of the business and assets of the Field Entities, and the Proposal Trustee is of the view that the market was thoroughly canvassed.

2. A summary of the marketing activities undertaken by the Proposal Trustee's activities in connection with the SISP is as follows:

    a) starting on June 15, 2026, the Proposal Trustee distributed the Teaser Letter describing the opportunity, along with a copy of a non-disclosure agreement (the "**NDA**") to potentially interested parties. A copy of the SISP Order was concurrently made available on the Proposal Trustee's website;

    b) in total, the Teaser Letter was distributed to 38 parties, which initially consisted primarily of strategic purchasers, and ultimately included a handful of investment funds that demonstrated initial interest in the opportunity after the SISP Order;

    c) parties that executed the NDA were promptly provided access to a listing of the Field Entities' assets, along with access to a virtual data room with relevant due diligence information, including details on fixed assets, inventory, STCs, sales, staff, business capabilities and a copy of the Stalking Horse Agreement; and

    d) 13 parties ultimately received access to the VDR (the "**VDR Parties**"), and the Proposal Trustee held meetings with a number of the VDR Parties and corresponded extensively on diligence related questions with the VDR Parties in advance of the Bid Deadline.[4] The Proposal

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

[4] Twelve of these parties were contacted directly by the Proposal Trustee; one party that was not contacted by the Proposal Trustee also requested access, and, upon executing an NDA, received access to the VDR.

Trustee facilitated discussions between management and the VDR Parties, and management responded promptly to applicable technical and commercial inquiries.

3. As noted in the First Report, a "Qualified Bid" needed to, among other things, be received prior to the Bid Deadline, be accompanied by a cash deposit of no less than 10% of the total purchase price or investment contemplated, and provide consideration of at least $9,655,096 (an amount equal to the sum of the purchase price under the Stalking Horse Bid, plus the Break Fee and Expense Reimbursement, plus a minimum overbid of $300,000). The Bid Deadline under the SISP was July 13, 2026.

4.2 Results of the SISP

1. Four bids were received under the SISP, none of which were Qualified Bids. Each of the bids received was for a small portion of the Field Entities' assets, and the proposed purchase price did not exceed US$250,000 for any of the bids received. Certain of those bids included assets that overlapped with the assets to be purchased pursuant to the Stalking Horse Transaction.

2. As such, no Auction under the SISP was required, and on the evening of July 13, 2026, following the Bid Deadline, the Proposal Trustee declared the Stalking Horse Agreement to be the Successful Bid for the assets subject to the Stalking Horse Agreement. The Stalking Horse Transaction is discussed in greater detail below.

4.3 Additional Asset Sales

1. The Field Entities and the Proposal Trustee intend to continue discussions with other bidders that submitted asset bids under the SISP. Although none of those bids constituted Qualified Bids pursuant to the terms of the SISP, the Proposal Trustee believes there may be opportunities to realize incremental value through the sale of certain remaining assets.

2. Accordingly, the Field Entities are seeking authority, with the consent of the Proposal Trustee, to complete additional asset sales with a purchase price of up to $250,000 (exclusive of applicable taxes) without further Court approval. Should additional relief be required in connection with any such transaction, including the granting of a vesting order, the Field Entities will return to Court as needed.

3. In the Proposal Trustee's view, the requested relief is appropriate in the circumstances. The assets have already been extensively marketed through the SISP, and the proposed approval threshold will facilitate the efficient completion of relatively modest transactions while avoiding the professional costs associated with seeking separate Court approval for each sale.

5.0 Proposed Stalking Horse Transaction

5.1 Stalking Horse Agreement[5]

1. As noted above, on June 5, 2026, the Field Entities entered into an asset purchase agreement with PAL and DHC that the Field Entities seek to be approved as a "stalking horse" bid under the SISP. Pursuant to the Stalking Horse Agreement, PAL and DHC have agreed to act as bidders for substantially all of the Field Entities' assets pursuant to two separate, simultaneous transactions.

2. The Approval and Vesting Order would approve the Stalking Horse Agreement and the Stalking Horse Transaction and would vest the relevant assets in DHC and PAL upon closing. The key terms and conditions of the Stalking Horse Agreement, which were included in the First Report, are reproduced below:

   a) **Sellers**: Field Canada and Field East.

   b) **Purchasers**: DHC, in respect of the DHC Purchased Assets, and PAL, in respect of the PAL Purchased Assets. The obligations of DHC and PAL are several, and not joint.

   c) **Purchase Price**: US$6.5 million in the aggregate, plus the assumption of certain assumed liabilities, comprised of:

      - DHC Purchase Price: US$3.9 million;

      - PAL Purchase Price: US$2.6 million.

   d) **Deposits**: Each of DHC and PAL have delivered a deposit to the Proposal Trustee in the amount of 10% of their portion of the cash purchase price (being US$390,000 and US$260,000, respectively).

   e) **Purchased Assets**:

      - DHC Purchased Assets: include certain machinery, vehicles, equipment, tooling, tangible property and accessories; certain STCs and related foreign validations; all associated intellectual property; certain inventory; all related data packages, books and records; and workbooks and documentation relating to the Water Probe STA; and

[5] Capitalized terms used in this section and not otherwise defined have the meanings ascribed in the Stalking Horse Agreement.

- PAL Purchased Assets: include certain machinery, vehicles, equipment, tooling, tangible property and accessories; certain STCs and related foreign validations; all associated intellectual property; certain inventory; and all related data packages, books and records.

f) **Representations and Warranties**: The Stalking Horse Agreement contemplates that the Purchased Assets shall be acquired on an "as is, where is" basis without representation or warranty by the Field Entities beyond what is in the Stalking Horse Agreement.

g) **Closing Date**: The fifth Business Day following the date on which the approval and vesting Order is granted, or such other date as agreed to in writing by the parties, in consultation with the Proposal Trustee.

h) **Termination**: The Stalking Horse Agreement may be automatically terminated prior to closing upon customary termination events, including mutual agreement of the parties, dismissal or conversion of the BIA Proceedings, failure of the Stalking Horse Agreement to be selected as the Successful Bid or Backup Bid under the SISP, closing of a superior bid transaction, or any Court Order requiring termination. Each of the parties also have various unilateral termination rights.

i) **Material Conditions**: The material conditions of closing include, among others:

For the Benefit of both Parties

- the SISP Order shall have been obtained and shall not have been stayed, varied, vacated, or appealed;

- the Stalking Horse Agreement shall be the Successful Bid, as determined pursuant to the SISP;

- an approval and vesting Order shall have been obtained and shall not have been stayed, varied, vacated or appealed;

For the Benefit of the Field Entities

- the representations and warranties of DHC and PAL (in respect of their respective transactions) shall be true and correct in all respects as of closing; and

- the obligations of DHC and PAL (in respect of their respective transactions) are not subject to any financing condition.

For the Benefit of the Stalking Horse Purchasers

- the representations and warranties of the Field Entities shall be true and correct in all respects as of closing, and all covenants shall have been performed;

- all stays of proceedings and other provisions applicable in the NOI Proceeding shall have remained in effect as at the closing time, except where any such stay or other provisions are terminated or lifted or amended in a manner that is not prejudicial to the relevant Stalking Horse Bidder or that does not adversely affect such bidder's rights with respect to their respective purchased assets; and

- all Consents and Approvals from applicable Governmental Authorities shall have been obtained (provided that, in the case of TCCA, the delivery by the Field Entities to each of the Stalking Horse Bidders of transfer endorsements and transfer application forms in respect of their respective purchased STCs, duly executed by the applicable Field Entities in a form reasonably satisfactory to each of the Stalking Horse Bidders, as applicable, shall be sufficient to fulfill such condition).

j) **Simultaneous Transactions**: the DHC Transaction and the PAL Transaction are structured as separate and independent closings – neither is conditional on the other.

k) **Break Fee and Expense Reimbursement**: As discussed in greater detail in the First Report, the Stalking Horse Agreement included a Break Fee and Expense Reimbursement in favour of the Stalking Horse Bidders.

3. As noted in the First Report, the SISP Order granted a Transaction Charge in the amount of US$260,000 in favour of the Stalking Horse Bidders as security for the payment of the Break Fee and Expense Reimbursement.

5.2 Proposed Releases

1. The Approval and Vesting Order would provide limited releases (the "**Releases**") in favour of the Field Entities' current and former directors, officers, employees, consultants, legal counsel and advisors, including the CRO, and the Proposal Trustee and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors (collectively, the "**Released Parties**"). The Releases would cover claims arising from acts, omissions, transactions, dealings or other matters existing prior to closing of the Stalking Horse Transaction or arising in connection with: (i) the business, operations, assets, property and affairs of the Field Entities wherever or however conducted or governed; (ii) the administration and/or management of the Field Entities and the NOI Proceeding; or (iii) the Stalking Horse Agreement, any agreement, document, instrument, matter or transaction involving the Field Entities arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Stalking Horse Transaction. The Proposal Trustee notes that the directors and officers of the Field Entities may have personal exposure in respect of certain GST/HST liabilities, and the indemnity provided by Field Canada is of little practical value given the Field Entities'

insolvency. The CRA is on the service list for the NOI Proceeding and will have received service of the Field Entities' motion materials.

2. The Releases carve out claims that are not permitted to be released pursuant to applicable law (including section 50(14) or 178(1) of the BIA), claims arising from fraud or wilful misconduct, certain claims preserved by UKRI pursuant to the Asset Retrieval Agreement (as discussed further below), claims that may be asserted under sections 95 and 96 of the BIA, and any post-closing obligations under the Stalking Horse Agreement. The Releases also do not prevent parties from pursuing claims against any of the Field Entities' applicable directors' and officers' insurance, up to the maximum amount claimable thereunder.

3. The Proposal Trustee is of the view that the proposed Releases are reasonable and appropriate in the circumstances. The Released Parties have made significant contributions to this NOI Proceeding, including by negotiating and finalizing various pre-filing agreements and arrangements in the Restructuring Framework; negotiating and finalizing the Stalking Horse Agreement, which will see Wells repaid in full (and see amounts distributed to employees in respect of accrued vacation pay, as discussed below); assisting with the SISP and working to finalize ancillary asset transactions; and otherwise assisting with the Field Entities' ongoing (limited) operations throughout. Further, the Proposal Trustee is of the view that the Releases are appropriately limited in the circumstances, as described above. The Releases will ensure that the Released Parties are able to focus on closing the Stalking Horse Transaction for the benefit of the Field Entities. The Proposal Trustee is not aware of any opposition to the relief sought.

5.3 Proposal Trustee's Recommendation

1. The Proposal Trustee makes the following observations and expresses the following views with respect to the approval of the Stalking Horse Transaction and the related relief sought in the Approval and Vesting Order:

   a) the Proposal Trustee's efforts to market and sell the Field Entities' business and assets were reasonable in the circumstances and compliant with the Court-approved SISP;

   b) the SISP was conducted in a comprehensive manner and resulted in a broad canvassing of the market to identify a transaction superior to the Stalking Horse Transaction;

   c) following the SISP, the Stalking Horse Transaction represents the best recovery available under the SISP, and provides superior value than would be achieved in a pure liquidation in bankruptcy;

   d) the approval of the Stalking Horse Transaction is supported by Wells, the DIP Lender and senior secured creditor of the Field Entities;

e) the Releases included in the Approval and Vesting Order are reasonable and appropriate in the circumstances; and

f) no party has expressed opposition to the relief sought as of the date of this Second Report, nor does the Proposal Trustee believe any stakeholder will suffer material prejudice.

2. As such, the Proposal Trustee is of the view that the relief sought in the Approval and Vesting Order is fair and reasonable and in the best interests of the Field Entities and their stakeholders and should therefore be approved.

6.0 Distributions

1. As noted above and discussed in greater detail in the First Report, Wells is the Field Entities senior secured lender. Wells holds security over all of the present and after-acquired personal property of the Field Entities pursuant to its security held in connection with the Credit Agreement and has a super-priority charge over the Field Entities' property pursuant to the DIP Lender's Charge. As described in the First Report and reiterated above, Bennett Jones has delivered a security opinion to the Proposal Trustee that, subject to customary assumptions and qualifications, Wells' security is valid and enforceable in accordance with its terms.

2. The SISP contemplates an outside closing date for the Stalking Horse Transaction of July 31, 2026. If the distribution is made on that date, Wells will be owed approximately US$5,559,543, which consists of US$2,300,708 of indebtedness secured by the DIP Lender's Charge, and US$3,258,835 of Secured Indebtedness. Interest continues to accrue on the indebtedness owed under the DIP Term Sheet and on the Secured Indebtedness. The Stalking Horse Transaction is expected to generate net proceeds of approximately US$6,500,000. As such, following the closing of the Stalking Horse Transaction, the Field Entities will have sufficient funds to fully repay the secured obligations owing to Wells.

3. The Proposal Trustee is therefore of the view that it is appropriate in the circumstances for distributions to be made to Wells to repay in full obligations of the Field Entities to Wells, including interest and costs. The relief sought will allow Wells to be repaid for amounts owing and ensures that it will not receive distributions over and above its secured debt. Prompt and full repayment of the indebtedness to Wells will also result in interest savings, benefitting stakeholders of the estates. As demonstrated by the Cash Flow Forecast, the Field Entities will have sufficient funds to complete remaining matters. The Proposal Trustee intends to initiate these distributions forthwith after the closing of the Stalking Horse Transaction.

4. The Proposal Trustee also intends to facilitate distributions to employees in respect of accrued but unpaid vacation pay, as well as distributions to the KERP Beneficiaries (as defined in the First Report) from the net proceeds of the Stalking Horse Transaction. One KERP Beneficiary resigned

from his position during this NOI Proceeding – given the requirements of the KERP, this employee will not receive a distribution, and as such, the Proposal Trustee anticipates that a total of US$140,000 will be distributed. Court approval is not required to effect the distributions in respect of the accrued and unpaid vacation pay, and given the distributions to the KERP Beneficiaries were already authorized by the DIP Approval and Extension Order, no further relief is sought from the Court on this motion.

7.0 Wage Earner Protection Plan

1. The Proposal Trustee understands that, prior to April 10, 2026, Field Canada employed approximately 132 employees, of which 64 are unionized members of the International Association of Machinists and Aerospace Workers. The Proposal Trustee further understands that, as noted in the First Report, because of its significant liquidity constraints and defaults under the Credit Agreement, Field Canada temporarily laid off nearly all its employees on April 10, 2026. Certain of these employees were subsequently recalled to facilitate the completion of the Draken Program. The Proposal Trustee understands that Field East did not have any employees at the commencement of the NOI Proceeding.

2. The Field Entities intend to terminate the majority of their employees in the near term, with the exception of certain employees that may be retained to assist with the completion of the Draken Program, the NOI Proceeding, the closing of the Stalking Horse Transactions, or related wind-down activities. The Field Entities expect that only 37 employees (the "**Retained Employees**") will be retained for that purpose, and that, if the relief sought from the Court is approved on July 24, 2026, all employees except for the Retained Employees will be terminated shortly thereafter. The Proposal Trustee expects that the Retained Employees will be terminated as the wind-up of the Field Entities progresses.

3. Section 5(1) of the WEPPA provides that an individual is eligible to receive payment thereunder if, among other things: (i) the individual is owed wages by a former employer; (ii) the former employer is subject to proceedings under Division I of Part III of the BIA; and (iii) a court determines under subsection 5(5) that the criteria prescribed by the regulation are met.

4. Section 5(5) of the WEPPA provides that on application by any person in proceedings under Division I of Part III of the BIA, a court may determine that a former employee meets the criteria prescribed by WEPPA. Section 3.2 of the *Wage Earner Protection Program Regulations* (SOR/2008-222) ("**WEPPR**") provides that for purposes of section 5(5) of the WEPPA, "a court may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations".

5. The Field Entities are seeking a declaration that Field Canada meets the criteria prescribed by section 3.2 of the WEPPR, which would entitle eligible former employees to receive payments in accordance with the WEPPA. The Proposal Trustee is of the view that Field Canada meets relevant criteria, and that the relief sought is appropriate in the circumstances. To the extent such relief is granted, the Proposal Trustee intends to work with the Field Entities, the former employees, and Service Canada to identify eligible employees and assist eligible employees in making submissions to Service Canada at the appropriate time.

8.0 Draken and UKRI Agreements

8.1 A&R Data Transfer Agreement

1. As discussed in greater detail in the First Report, in connection with the completion of the Draken Program:

   a) Field Canada, Draken, the DIP Agent, the DIP Lender, and ASES entered into the Draken Accommodation Agreement dated June 5, 2026 to establish a coordinated funding and operational framework to permit the continued performance of the Draken Program; and

   b) Field Canada, Draken, and Wells Bank entered into the Data Transfer Agreement, pursuant to which Draken agreed to pay Field Canada US$800,000 for the transfer of certain intellectual property and data (the "**Transferred Data**").

2. Each of the Draken Accommodation Agreement and the Data Transfer Agreement were approved by the Court pursuant to the DIP Approval and Extension Order, which, among other things, approved Draken's acquisition of the Transferred Data.

3. The parties to the Data Transfer Agreement, in consultation with the Proposal Trustee, have since entered into the A&R Data Transfer Agreement, which replaces the original Data Transfer Agreement and incorporates the finalized schedule of Transferred Data. The Transferred Data includes the finalized schedule of initial project-specific and related data, as well as additional project-specific data created by Field Canada through completion of the applicable program.

4. In accordance with the A&R Data Transfer Agreement, Draken has paid both instalments, totalling US$800,000.

5. The A&R Data Transfer Agreement reflects the parties' finalized agreement regarding the applicable data, preserves and realizes value from assets that are principally useful to Draken, and supports the continued orderly completion of the Draken Program. The Proposal Trustee understands that the Transferred Data is specific to the Draken Program and has limited independent value to other potential purchasers, which finding was noted by the Court in the June 12 Endorsement. Wells is supportive of the

approval of the A&R Data Transfer Agreement. The Proposal Trustee is therefore of the view that approval of the A&R Data Transfer Agreement is in the best interests of the Field Entities and their stakeholders and is reasonable and appropriate in the circumstances.

8.2 UKRI Agreements

1. Prior to the commencement of the NOI Proceeding, UKRI had delivered its Dash 8 aircraft to Field Canada pursuant to an Aircraft Procurement & Services Agreement dated March 17, 2022 (the "**UKRI Services Agreement**") for modification services. That aircraft remains at Field Canada's Mississauga premises. As noted in the First Report, Field Canada and UKRI had not, at that time, reached an agreement regarding the treatment of the aircraft, and as such, no relief was sought from the Court at the June 12 hearing.

2. UKRI and Field Canada, in consultation with the Proposal Trustee, have since reached an agreement concerning the aircraft, which is documented by UKRI Agreements (i.e., the Asset Retrieval Agreement and the accompanying bill of sale). The UKRI Agreements provide for UKRI to retrieve the aircraft from Field Canada's premises, together with the related components and specified equipment, and for title to those assets (collectively, the "**Assets**") to be transferred to UKRI in accordance with the underlying UKRI Services Agreement. The UKRI Agreements also provide for UKRI, subject to Field Canada's oversight and the Proposal Trustee's involvement, to access the Mississauga premises to identify, inspect and remove the assets by July 31, 2026, with UKRI assuming responsibility for removal, handling and transportation. Field Canada is also required to provide certain available program data maintained in the ordinary course (the "**Existing Data**"). The UKRI Agreements do not purport to determine creditor priorities or waive the rights of any secured creditors.

3. Upon removal of the Assets and delivery of the data, UKRI has agreed to release: (i) Field Canada from claims relating to the removal, transportation, custody, handling, condition, storage, use, transfer, registration or possession of the Assets or condition and quality of the Existing Data (in each case except to the extent arising from the gross negligence or wilful misconduct of Field Canada); and (ii) Field Canada's parents and affiliates, and the Proposal Trustee, from any claims arising from or related to the Assets, Existing Data, the UKRI Agreement, the NOI Proceeding, and related matters. The UKRI Agreements explicitly do not release certain potential claims against Field Canada and its directors and officers arising under the UKRI Agreement, which will therefore not be released by the Releases.

4. The Proposal Trustee is of the view that the UKRI Agreements provide an orderly and practical mechanism for UKRI to recover its aircraft and related assets, reduce the risk of further disputes and associated costs, assist with the implementation of the Stalking Horse Transaction, and preserve the orderly administration of this NOI Proceeding. The Proposal Trustee therefore believes the relief sought is reasonable and appropriate in the circumstances.

9.0 Stay Extension

1. This Second Report describes the material developments in this NOI Proceeding since the June 12 hearing. In addition to the above, the Field Entities' activities since the last Court attendance are discussed in detail in the Second Mactaggart Affidavit and are not repeated herein.

2. The Field Entities are seeking a 45-day extension of the time required to file a proposal from August 19, 2026 (as most recently extended by the Court) to October 3, 2026 (the "**Stay Period**"). The Proposal Trustee supports the stay extension request for the following reasons:

   a) the Field Entities have acted, and continue to act, in good faith and with due diligence to advance a restructuring beneficial for their stakeholders;

   b) the extension will allow the Field Entities to preserve the *status quo* while, among other things, closing the Stalking Horse Transaction, working to finalize any ancillary asset sales (and, if necessary, returning to Court in connection with same), attending to matters related to the Draken Program and the UKRI Agreements, administering the WEPPA claims of former employees, advancing the tax matters with the CRA, and otherwise working to facilitate an orderly wind-up, all of which is in the best interests of the Field Entities and their stakeholders;

   c) based on the Cash Flow Forecast, the Field Entities are expected to have sufficient liquidity to continue to fund the NOI Proceeding and their remaining operations during the Period; and

   d) no creditor will be materially prejudiced by the requested extension.

10.0 Assignments in Bankruptcy

1. The Field Entities seek to authorize the Proposal Trustee to file an assignment in bankruptcy in respect of each of the Field Entities. Following the closing of the Stalking Horse Transaction and the completion of the Draken Program, and after attending to other wind-up matters, the Field Entities will likely have few, or no, remaining employees, and the Proposal Trustee also understands that the Field Entities' remaining directors may resign at such time. It may then become prudent for the Field Entities to

be assigned into bankruptcy to facilitate any final wind-up and administrative matters.

2. The Proposal Trustee is of the view that it is reasonable in the circumstances for it to be empowered to file such assignments in bankruptcy to the extent it determines that it would be necessary or desirable to do so. Given the Proposal Trustee's knowledge and experience with respect to the Field Entities (which has been obtained prior to and during this NOI Proceeding), the Proposal Trustee would be optimally suited to act as a trustee in bankruptcy in the circumstances. The relief sought will also ensure that an additional attendance is not required solely to approve such relief, thus providing for a streamlined administration of the Field Entities' estates. The Proposal Trustee therefore believes that the relief sought is reasonable and appropriate in the circumstances.

11.0 Proposal Trustee's Activities

1. The Proposal Trustee's activities prior to and during this NOI Proceeding have included:

    a) consulting with the Field Entities and Wells with respect to the development of all aspects of the Restructuring Framework;

    b) consulting with the Field Entities, Wells, and the Stalking Horse Purchaser with respect to the Stalking Horse Agreement;

    c) consulting with the Field Entities on the development of the KERP;

    d) assisting with the sizing of the various Court-approved Charges;

    e) corresponding with the Field Entities' senior management and counsel regarding various matters;

    f) mailing statutory notices of the proceedings to the Field Entities' creditors;

    g) assisting the Field Entities with communications to various stakeholders, and responding to inbound questions regarding the NOI Proceeding from various parties, including creditors and employees;

    h) monitoring the Field Entities' receipts and disbursements;

    i) assisting the Field Entities with the negotiation of the DIP Term Sheet and the administration of funding thereunder;

    j) communicating regularly with the Field Entities in connection with the preparation and ongoing assessment of the Cash Flow Forecast;

    k) reviewing and analyzing the Cash Flow Forecast to assess the reasonableness of underlying assumptions and confirm sufficiency of liquidity to fund operations throughout the Stay Period;

l) engaging with Bennett Jones with respect to various matters, including the preparation of the security opinion discussed herein;

m) conducting and overseeing the SISP, including working with potential bidders, negotiating confidentiality agreements, facilitating the data room and other diligence materials, and assessing proposals received thereunder;

n) consulting with the Field Entities and relevant counterparties with respect to the A&R Data Transfer Agreement and the UKRI Agreements; and

o) preparing the First and Second Reports.

12.0 Professional Fees

1. The fees of the Proposal Trustee and Bennett Jones from June 1, 2026 to July 15, 2026 total $122,344.25 and $125,149.50, respectively, excluding disbursements and HST. Fee affidavits and accompanying invoices for the Proposal Trustee, sworn by Noah Goldstein, and Bennett Jones, sworn by Mike Shakra, are provided as **Appendices "G"** and **"H"**, respectively.

2. The activities of the Proposal Trustee and Bennett Jones are detailed in the First and Second Report, along with the invoices appended to the fee affidavits. The average hourly rate for the Proposal Trustee and Bennett Jones for the referenced billing period was $679.41 and $1,096.84, respectively.

3. The Proposal Trustee is of the view that the hourly rates charged by itself and Bennett Jones are market and appropriate for the activities completed, and that the approval of the fees of each is therefore fair and reasonable in the circumstances.

13.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court make the orders granting the relief sought by the Field Entities in the Approval and Vesting Order and the Ancillary Order.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
IN ITS CAPACITY AS PROPOSAL TRUSTEE
OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

Appendix “A”

F9eONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 12TH
	)	
JUSTICE J. DIETRICH	)	DAY OF JUNE, 2026

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

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

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

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

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

ORDER

(DIP Approval, Stay Extension and Other Relief)

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"), for an order, among other things: (i) extending the time for the Field Entities to file a proposal for 45 days up to and including August 19, 2026; (ii) approving the DIP Term Sheet (defined below) and authorizing the Field Entities to borrow thereunder; (iii) approving the Administration Charge, DIP Lender's Charge, Directors' Charge and KERP Charge (each as defined below); (iv) approving each of the CRO Engagement Agreement, Draken Accommodation Agreement and Draken Data Transfer Agreement (each as defined below); and (v) sealing the Confidential

Documents (as defined below) was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Motion Record of the Field Entities, including the affidavit of John Mactaggart sworn June 6, 2026, and the Exhibits thereto (the "**Mactaggart Affidavit**"), and the First Report of AlixPartners Restructuring, Inc. in its capacity as proposal trustee of the Field Entities (in such capacity, the "**Proposal Trustee**") dated June 10, 2026 (the "**First Report**"), and upon being advised that secured creditors who are likely to be affected by the charges created herein have been provided with notice of this motion, and on hearing the submissions of counsel for the Field Entities, Proposal Trustee, Wells Fargo Capital Finance Corporation of Canada and Wells Fargo Bank, National Association, and such other counsel who were present and no other party appearing, although duly served as evidenced by the Lawyer's Certificate of Service of Adam Wyville dated June 11, 2026.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record and First Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF PROPOSAL PERIOD AND STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that the time for the Field Entities to file a proposal with the Official Receiver, and the attendant stay of proceedings, be and is hereby extended to August 19, 2026 pursuant to section 50.4(9) of the BIA.

ADMINISTRATIVE CONSOLIDATION

3. **THIS COURT ORDERS** that the proposal proceedings of Field Canada (Estate No.: 32-3382861), and Field East (Estate No.: 32-3382853) (together, the "**Proposal Proceedings**") be and are hereby administratively consolidated, and the Proposal Proceedings are hereby authorized and directed to continue under the following joint title of proceedings:

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

4. **THIS COURT ORDERS** that the Proposal Trustee may administer the Proposal Proceedings on a consolidated basis for the purpose of carrying out its administrative duties and other responsibilities as proposal trustee under the BIA.

5. **THIS COURT ORDERS** that all further materials in the Proposal Proceedings shall be filed with the Commercial List Office only in the Field Canada estate and court file (Estate No.: 32-3382861 and Court File No.: BK-26-03382861-0032) and hereby dispenses with further filing thereof in the estate and court file of Field East.

6. **THIS COURT ORDERS** that the administrative consolidation of the Proposal Proceedings shall not: (i) affect the separate legal status and corporate structures of Field Canada and Field East; nor (ii) cause Field Canada or Field East to be liable for any claim for which it is not otherwise liable.

CASH MANAGEMENT SYSTEM

7. **THIS COURT ORDERS** that Field Canada shall be entitled to continue to utilize the central cash management system currently in place as described in the Mactaggart Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by Field Canada of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, and shall be entitled to provide the Cash Management System without any liability in respect thereof to any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") other than Field Canada, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be treated as unaffected in any proposal filed by Field Canada under the BIA with respect to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

APPROVAL OF FORBEARANCE AGREEMENT AND DIP TERM SHEET

8. **THIS COURT ORDERS** that the amendment and forbearance agreement (the "**Forbearance Agreement**") and the interim financing term sheet (the "**DIP Term Sheet**"), each dated June 5, 2026 between Field Canada, as borrower, with respect to the DIP Term Sheet, Field East, as guarantor (along with the other guarantors thereto), Wells Fargo Capital Finance Corporation of Canada, as interim lender (in such capacity, the "**DIP Lender**") and Wells Fargo Bank, National Association, as agent for the DIP Lender (in such capacity, the "**DIP Agent**"), substantially in the forms attached as Exhibit "G" and "O" to the Mactaggart Affidavit, respectively, are hereby approved and Field Canada's execution of the Forbearance Agreement, and the Field Entities' execution of the DIP Term Sheet, is hereby approved, *nunc pro tunc.*

9. **THIS COURT ORDERS** that Field Canada is hereby authorized and empowered to obtain, borrow and reborrow under the DIP Term Sheet (the "**DIP Facility**") in order to finance its working capital requirements, advance the Proposal Proceedings, and other general corporate purposes, provided that borrowings under the DIP Facility shall not exceed the maximum principal amount of US$2.5 million (subject to the Maximum DIP Availability (as defined in the DIP Term Sheet)) unless otherwise permitted by further Order of this Court.

10. **THIS COURT ORDERS** that the Field Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Agent pursuant to the terms thereof, and the Field Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Agent and DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

ADMINISTRATION CHARGE

11. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Field Entities, and Riveron Consulting LLC, in its capacity as Field Canada's chief restructuring officer ("**CRO**"), shall be paid their reasonable fees and disbursements, in each case

at their standard rates and charges, by Field Canada as part of the costs of these proceedings. Field Canada is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee, counsel for the Field Entities and CRO on a weekly basis or pursuant to such other arrangements agreed to between Field Canada and such parties and, in addition, Field Canada is hereby authorized to pay to the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Field Entities, and CRO retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

12. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, Toronto.

13. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Field Entities and CRO shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the current and future assets, undertakings and properties of the Field Entities of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), which charge shall not exceed an aggregate amount of CA$300,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Proposal Trustee and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 24 and 26 herein.

14. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

DIP LENDER'S CHARGE

15. **THIS COURT ORDERS** that the DIP Agent, for its own benefit and the benefit of the DIP Lender, shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 24 and 26 herein.

16. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Agent and the DIP Lender may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender or the DIP Agent, on behalf of the DIP Lender, may, subject to the provisions of the DIP Term Sheet, (i) elect to terminate the commitments under the DIP Term Sheet and declare the DIP Obligations (as defined in the DIP Term Sheet) to be immediately due and payable and refuse to permit further DIP Advances (as defined in the DIP Term Sheet), and (ii) upon four business days' notice to the Field Entities and the Proposal Trustee, exercise any and all of their rights and remedies against the Field Entities or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lender to the Field Entities against the obligations of the Field Entities to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against either of the Field Entities and for the appointment of a trustee in bankruptcy of either of the Field Entities; and

(c) the foregoing rights and remedies of the DIP Agent, on behalf of the DIP Lender, shall be enforceable against any trustee in bankruptcy, interim receiver, receiver, or manager of the Field Entities or the Property.

17. **THIS COURT ORDERS** that the DIP Agent and the DIP Lender, in its capacity as the agent and lender, respectively, under the DIP Facility, shall be treated as unaffected in any proposal filed by the Field Entities under the BIA with respect to any advances made under the Definitive Documents.

D&O INDEMNIFICATION AND CHARGE

18. **THIS COURT ORDERS** that the Field Entities shall indemnify their directors and officers (the "**D&Os**") against obligations and liabilities that they may incur as a director or officer of either of the Field Entities after the commencement of the within proceedings, except to the extent that, with respect to any D&O, the obligation or liability was incurred as a result of the D&O's gross negligence or wilful misconduct.

19. **THIS COURT ORDERS** that the D&Os shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of CA$725,000 as security for the indemnity provided in paragraph 18 of this Order. The Directors' Charge shall have the priority set out in paragraphs 24 and 26 herein.

20. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the D&Os shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 18 of this Order.

KERP CHARGE

21. **THIS COURT ORDERS** that the Key Employee Retention Plan ("**KERP**") as described in the Mactaggart Affidavit and detailed in Confidential Exhibit "A" to the Mactaggart Affidavit (the "**Confidential KERP Exhibit**") is hereby approved and Field Canada, or the Proposal

Trustee, as may be applicable, is authorized and directed to make payments in accordance with the terms thereof to the maximum aggregate amount of US$207,000.

22. **THIS COURT ORDERS** that Field Canada and any other Person that may be appointed to act on behalf of the Field Entities, including, without limitation, a trustee, liquidator, receiver, interim receiver, receiver and manager, or any other Person acting on behalf of such a Person, is hereby authorized and directed to implement and perform its obligations under the KERP in accordance with the terms of the KERP, and as may be amended or modified by further Order of this Court. The Field Entities are hereby authorized and directed to execute and deliver such additional documents as may be necessary to give effect to the KERP, subject to the prior approval of the Proposal Trustee, or as may be ordered by this Court.

23. **THIS COURT ORDERS** that the KERP Beneficiaries (as defined in the Mactaggart Affidavit) shall be entitled to the benefit of a charge on the Property (the "**KERP Charge**") in the maximum amount of US$207,000, to secure amounts payable to the KERP Beneficiaries pursuant to paragraph 21 of this Order. The KERP Charge shall have the priority set out in paragraphs 24 and 26 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

24. **THIS COURT ORDERS** that the priorities of the Administration Charge, DIP Lender's Charge, Directors' Charge and KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

(a) First – Administration Charge (to the maximum amount of CA$300,000);

(b) Second – DIP Lender's Charge (to the maximum principal amount outstanding under the DIP Term Sheet, plus interest, fees, costs and expenses);

(c) Third – Directors' Charge (to the maximum amount of CA$725,000); and

(d) Fourth – KERP Charge (to the maximum amount of US$207,000),

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as

against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

26. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, the Charges shall not attach to the motor vehicle bearing Vehicle Identification Number WUAPCBF23PN905522 and subject to the security interest evidenced by PPSA Registration No. 20210106 1147 1590 0758 in favour of VW Credit Canada Inc. Subject to the foregoing, each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, provided that the Directors' Charge and KERP Charge shall be subordinated to any valid and enforceable security interests against the Field Entities in favour of Wells Fargo Capital Finance Corporation of Canada, as lender, and Wells Fargo Bank, National Association, as administrative agent, pursuant to the Credit Agreement (as defined in the Mactaggart Affidavit).

27. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Field Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Field Entities also obtain the prior written consent of the Proposal Trustee and the beneficiaries of the applicable Charges, or further Order of this Court.

28. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder, including, for greater certainty, the DIP Agent and DIP Lender (collectively, the "**Chargees**"), shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an

"**Agreement**") which binds the Field Entities, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Field Entities of any Agreement to which they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Field Entities entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Field Entities pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

29. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Field Entities' interest in such real property leases.

APPROVAL AND AUTHORIZATION OF CRO AGREEMENT

30. **THIS COURT ORDERS** that the CRO engagement agreement dated April 18, 2026 (the "**CRO Engagement Agreement**"), between the CRO and Field Canada, attached as Exhibit "Q" to the Mactaggart Affidavit, is hereby approved *nunc pro tunc*.

31. **THIS COURT ORDERS** that, subject to the terms of this Order, the CRO is authorized, *nunc pro tunc*, to assist the Field Entities and Proposal Trustee and to carry out all actions and perform all duties set out in the CRO Engagement Agreement (the "**CRO Duties**").

32. **THIS COURT ORDERS** that:

(a) the CRO shall not be deemed to be a director, officer, trustee or employee of the Field Entities;

(b) the CRO shall not, as a result of the performance of the CRO Duties in accordance with the terms herein, be deemed to be in possession of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof; and

(c) the CRO shall not have any liability or obligation with respect to any losses, claims, damages or liabilities of any nature or kind to any Person, from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO.

33. **THIS COURT ORDERS** that the CRO shall be paid its fees and disbursements in accordance with the CRO Engagement Agreement.

APPROVAL OF DRAKEN AGREEMENTS

34. **THIS COURT ORDERS** that the Draken Accommodation Agreement and the Data Transfer Agreement attached as Exhibits "M" and "N", respectively to the Mactaggart Affidavit (and an unredacted version of the Draken Accommodation Agreement is attached as Confidential Appendix "A" to the First Report (together with the Confidential KERP Exhibit, the "**Confidential Documents**")), including all steps taken by Field Canada in connection therewith, is hereby ratified and approved, *nunc pro tunc*, and Field Canada is authorized to perform its obligations set out therein.

SEALING

35. **THIS COURT ORDERS** that the Confidential Documents shall be sealed and kept confidential and shall not form part of the public record pending further Order of this Court.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website shall be established in accordance with the Protocol with the following URL: www.ksvadvisory.com/experience/case/field (the "**Case Website**").

37. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Field Entities and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Field Entities' creditors or other interested parties at their respective addresses as last shown on the records of the Field Entities and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

38. **THIS COURT ORDERS** that the Proposal Trustee shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Proposal Trustee shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Proposal Trustee shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

39. **THIS COURT ORDERS** that the Field Entities and the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence,

by forwarding true copies therefore by electronic message to the Field Entities' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), subject to the Protocol guidelines set out in paragraph 36.

GENERAL

40. **THIS COURT ORDERS** that the Field Entities or the Proposal Trustee may from time to time apply to this Court to amend, vary or supplement this Order.

41. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities and the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Field Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

42. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern/Daylight Time on the date of this Order without the need for entry and/or filing.

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

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(DIP Approval and Extension Order)

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Lawyers for the Field Entities

Appendix “B”

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 12TH
	)	
JUSTICE J. DIETRICH	)	DAY OF JUNE, 2026

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

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

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

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

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

ORDER

(Sale and Investment Solicitation Process)

THIS MOTION, made by Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"), for an order, among other things: (i) approving the SISP (as defined below); (ii) authorizing the Field Entities to enter into the Stalking Horse Agreement (as defined below); (iii) approving the Break Fee and Expense Reimbursement and establishing the Transaction Charge (each as defined below); and (iv) granting certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Motion Record of the Field Entities, including the affidavit of John Mactaggart sworn June 6, 2026, and the Exhibits thereto (the "**Mactaggart Affidavit**"), and the First Report of AlixPartners Restructuring, Inc. in its capacity as the proposal trustee of the Field Entities (in such capacity, the "**Proposal Trustee**") dated June 10, 2026 (the "**First Report**"), and on hearing the submissions of counsel for the Field Entities, the Proposal Trustee and such other counsel who were present and no other party appearing, although duly served as evidenced by the Lawyer's Certificate of Service of Adam Wyville dated June 11, 2026.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Motion Record and First Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the SISP.

APPROVAL OF STALKING HORSE AGREEMENT

3. **THIS COURT ORDERS** that the Field Entities are hereby authorized and empowered, *nunc pro tunc*, to execute, deliver, and enter into the stalking horse asset purchase agreement dated June 5, 2026 (the "**Stalking Horse Agreement**") between the Field Entities, as sellers, and De Havilland Aircraft of Canada Limited and PAL Aerospace Ltd., as purchasers (collectively, the "**Stalking Horse Bidders**") substantially in the form attached as Exhibit "P" to the Mactaggart Affidavit, together with such minor amendments as may be acceptable to each of the parties thereto, and approved by the Proposal Trustee. For greater certainty, the Stalking Horse Agreement is approved only as the Stalking Horse Bid and the approval of any sale and vesting of any such Property and/or the Business, including any transaction contemplated by the Stalking Horse Agreement, shall be considered by this Court on a subsequent motion made to this Court.

4. **THIS COURT ORDERS** that payment of the Break Fee and Expense Reimbursement (as such terms are defined in the Stalking Horse Agreement) pursuant to, and in accordance with the Stalking Horse Agreement is hereby approved.

5. **THIS COURT ORDERS** that the Property is hereby subject to a charge in the aggregate maximum amount of US$260,000 (the "**Transaction Charge**") in favour of the Stalking Horse Bidders as security for the payment of the Break Fee and Expense Reimbursement in the manner and circumstances described in the Stalking Horse Agreement.

6. **THIS COURT ORDERS** that the Transaction Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise in favour of any Person, provided however that the Transaction Charge shall rank subordinate in all respects to: (a) all Charges (as defined in the DIP Approval and Extension Order granted by the Court on June 12, 2026); and (b) any and all valid and enforceable security interests against the Field Entities in favour of Wells Fargo Capital Finance Corporation of Canada, as lender and Wells Fargo Bank, National Association, as administrative agent, pursuant to the Credit Agreement (as defined in the Mactaggart Affidavit), and all amounts for which the Field Entities are liable under any of the DIP Term Sheet, the Forbearance Agreement or the Credit Agreement.

7. **THIS COURT ORDERS** that the filing, registration or perfection of the Transaction Charge shall not be required, and that the Transaction Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Transaction Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

8. **THIS COURT ORDERS** that the Transaction Charge shall not be rendered invalid or unenforceable and the rights of the Stalking Horse Bidders thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which bind the Field Entities, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Transaction Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Agreement shall create or be deemed to constitute a breach by the Field Entities of any Agreement to which any of them are a party;

(b) the Stalking Horse Bidders shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Field Entities entering into the Stalking Horse Agreement, or the creation of the Transaction Charge; and

(c) any payments, if any, made by the Field Entities pursuant to this Order or the Stalking Horse Agreement (in the latter case, solely as such payments relate to the Break Fee and/or Expense Reimbursement), and the granting of the Transaction Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

APPROVAL OF SISP

9. **THIS COURT ORDERS** that the sale and investment solicitation process attached as Schedule "A" hereto (the "**SISP**") be and is hereby approved, and the Field Entities and the Proposal Trustee are hereby authorized and directed to implement the SISP pursuant to its terms and the terms of this Order. The Field Entities and the Proposal Trustee are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order and to perform their respective obligations thereunder, subject to the approval of the Court being obtained prior to the completion of any transaction(s) under the SISP.

10. **THIS COURT ORDERS** that the Field Entities and the Proposal Trustee and their respective affiliates, partners, directors, employees, agents, advisors, representatives and controlling persons, including, for certainty, the CRO, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities

arising or resulting from the gross negligence or wilful misconduct of the Field Entities or the Proposal Trustee, as applicable, in performing their obligations under the SISP, as determined by a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

11. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Field Entities and the Proposal Trustee are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

12. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, the Proposal Trustee shall not take possession of the Property or be deemed to take possession of the Property.

13. **THIS COURT ORDERS** that in conducting the SISP, the Proposal Trustee shall have all the benefits and protections granted to it at law, including under the BIA, and under any other Order of this Court in these proceedings.

PROTECTION OF PERSONAL INFORMATION

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada) and any similar legislation in any other applicable jurisdictions, the Field Entities and the Proposal Trustee and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a "**Potential Bidder**") and their advisors Personal Information, including, without limitation, information in the custody or control of the Field Entities relating to the operation of the businesses being sold pursuant to the SISP, records pertaining to the Field Entities' past and current employees and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (each a "**Transaction**"). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall

return all such information to the Field Entities or the Proposal Trustee, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Field Entities or the Proposal Trustee. Any successful bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Field Entities, and shall return all other personal information to the Field Entities or the Proposal Trustee, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Proposal Trustee or the Field Entities.

GENERAL

15. **THIS COURT ORDERS** that the Field Entities, the Proposal Trustee, the Stalking Horse Bidders or any interested party may from time to time apply to this Court to amend, vary or supplement this Order.

16. **THIS COURT ORDERS** that the Field Entities and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder and under the SISP.

17. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Field Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Field Entities and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Field Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

Schedule "A"

Field Aviation Company Inc. and Field Aviation East Ltd.

Sale and Investment Solicitation Process

Introduction

Field Aviation Company Inc. ("**Field Canada**") is an aerospace engineering and modification company that designs, integrates and certifies aircraft special mission systems and structural modifications for government and commercial operators (the "**Business**"). Field Canada holds certain aviation regulatory approvals, including designation by Transport Canada as an Approved Maintenance Organization (AMO) and a Design Approval Organization (DAO), and maintains certifications from Transport Canada.

Field Aviation East Ltd. ("**Field East**", and together with Field Canada, the "**Field Entities**") is a wholly owned subsidiary of Field Canada. Field East holds certain Supplemental Type Certificates issued by Transport Canada in connection with the Business.

On June 5, 2026, the Field Entities each filed a notice of intention to make a proposal (the "**NOI Proceedings**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"). KSV Restructuring Inc.[1] was appointed proposal trustee for the Field Entities (in such capacity, the "**Proposal Trustee**"). Field Canada has also engaged Riveron Consulting LLC as its Chief Restructuring Officer (the "**CRO**").

On June 12, 2026, the Ontario Superior Court of Justice, Toronto (Commercial List) (the "**Court**") granted an order approving the interim financing term sheet dated June 5, 2026 (the "**DIP Agreement**") between Field Canada, as borrower, Field East, as guarantor (along with the other guarantors thereto), Wells Fargo Capital Finance Corporation of Canada, as interim lender (in such capacity, the "**DIP Lender**") and Wells Fargo, National Association, as agent for the DIP Lender (in such capacity, the "**DIP Agent**") pursuant to which the DIP Lender agreed to provide interim financing to Field Canada in accordance with the terms set out therein.

The Field Entities, as sellers, have entered into a stalking horse asset purchase agreement dated June 5, 2026 (the "**Stalking Horse Agreement**") with De Havilland Aircraft of Canada Limited (the "**DHC Bidder**") and PAL Aerospace Ltd. (the "**PAL Bidder**"), as purchasers (collectively, the "**Stalking Horse Bidders**"), pursuant to which the Stalking Horse Bidders agreed to purchase certain assets of the Field Entities and collectively serve as the stalking horse bidder for the SISP under the NOI Proceedings.

On June 12, 2026, the Court granted an order (the "**SISP Order**") authorizing, among other things,

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[1] Effective June 1, 2026, KSV Restructuring Inc.'s ("**KSV**") parent company was acquired by an affiliate of AlixPartners Inc., following which KSV changed its name to AlixPartners Restructuring, Inc. pursuant to a Court Order dated June 3, 2026. The Office of the Superintendent in Bankruptcy (the "**OSB**") has since approved the changes to corporate structure and name. The professionals involved in this mandate from the outset remain unchanged. Because of timing issues in respect of AlixPartners' certification as a licensed insolvency trustee by the OSB (which occurred late in the day on June 5, 2026), the certificates of filing were issued in the name of KSV.

the Proposal Trustee, in consultation with the Field Entities and the CRO, to implement the sale and investment solicitation process set out herein (the "**SISP**"), approving the Stalking Horse Agreement solely for the purpose of serving as the stalking horse bid (the "**Stalking Horse Bid**") thereunder, and approving the Break Fee, the Expense Reimbursement and the Transaction Charge (each as defined in the Stalking Horse Agreement) in favour of the Stalking Horse Bidders.

Opportunity

1. The SISP is intended to solicit offers for (a) the sale of some or all of the Field Entities' assets, properties and undertakings (the "**Property**") or outstanding shares (a "**Sale Proposal**"); (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Field Entities (an "**Investment Proposal**"); and/or (c) any combination thereof (collectively, the "**Opportunity**").

2. The SISP will be conducted by the Proposal Trustee, in consultation with the Field Entities and CRO. The Field Entities will make commercial decisions in consultation with the Proposal Trustee, the CRO and the DIP Agent.

3. In accordance with the BIA, upon completion of the SISP, the Field Entities, in consultation with the Proposal Trustee and the DIP Agent, shall bring a motion to the Court for an order (the "**Approval Order**") that, among other things, approves and authorizes the Field Entities to complete the transaction contemplated in any Successful Bid.

4. All interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP.

5. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Property or investment in the Business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Field Entities, the CRO, the Proposal Trustee or any of their respective agents, advisors, representatives or estates, and, in the event of a sale, all of the right, title and interest of the Field Entities in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests to such Court orders as may be desirable, except to the extent otherwise set forth in the definitive sale or investment agreement executed with a Successful Bidder.

6. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the Business in connection with their participation in the SISP and any transaction they enter in respect of the Business.

Timeline

7. The following table sets out the key milestones under the SISP (collectively, the "**Milestones**"). The Milestones may be extended by up to seven (7) days by the Proposal Trustee, with the consent of the Field Entities and the DIP Agent, acting reasonably, and in consultation with the CRO, or for any such longer period by Court Order, unless otherwise stated below.

Milestone	Date(s)
Distribution of Teaser Letter[2] to potentially interested parties, preparation of non-disclosure agreement and virtual data room	Starting no later than on June 12, 2026
Deadline to submit Bids	July 13, 2026 at 5:00 p.m.
Auction (if necessary)	July 15, 2026
Selection of Successful Bid	July 16, 2026, or in the case of no Auction July 14, 2026,
Court Approval of Successful Bid	As soon as practicable and subject to Court availability, but no later than July 24, 2026
Outside Date	July 31, 2026

8. Any extensions or amendments to the deadlines above, to the extent permissible hereunder, will be communicated to all known Participating Bidders (defined below) and such extensions or amendments shall be posted on the Proposal Trustee's case website: www.ksvadvisory.com/experience/case/field (the "**Website**").

Notice and Solicitation of Interest

9. The Proposal Trustee, in consultation with the Field Entities, has prepared: (a) a list of potential bidders and investors, including any parties that have previously approached the Field Entities as part of any prior solicitation efforts (each a "**Potential Bidder**"); and (b) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP.

10. As soon as practicable after the granting of the SISP Order:

(a) a notice of the SISP and any other relevant information that the Proposal Trustee considers appropriate regarding the SISP, including the SISP Order, will be published by the Proposal Trustee on the Website, and the Proposal Trustee may arrange for notice of the SISP to be published in any newspaper or industry journal as the Proposal Trustee considers appropriate; and

(b) the Proposal Trustee will cause the Teaser Letter and a non-disclosure agreement (an "**NDA**") to be sent to each Potential Bidder and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to either the Field Entities or the Proposal Trustee as a Potential Bidder as soon as reasonably practicable after

[2] Any capitalized terms set out in these Milestones have the meanings ascribed elsewhere in the SISP.

such request or identification, as applicable. Forthwith after a Potential Bidder becomes a Participating Bidder, the Proposal Trustee shall provide such Participating Bidder with access to an asset listing in respect of the Property (the "**Asset Listing**"), the form and content of which will be determined by the Proposal Trustee in consultation with the Field Entities and the CRO.

11. Notwithstanding anything else contained herein, neither a Related Person,[3] nor the DIP Agent or the DIP Lender, or any of their respective affiliates, shall be entitled to be a Qualified Bidder or submit or participate in the Opportunity unless such Related Person, the DIP Agent or the DIP Lender, as applicable, makes a declaration to the Proposal Trustee in writing of their intention to participate in the Opportunity by 5:00 p.m. (prevailing Eastern Time) on June 18, 2026. To the extent such declaration is received, the Proposal Trustee shall, in its discretion, design and implement additional procedures for the SISP to limit the sharing of information with such Related Person, the DIP Agent or the DIP Lender, so as to ensure and preserve the fairness of the SISP. If no such declaration is received by the DIP Agent or DIP Lender, the Proposal Trustee, the Field Entities and the CRO are authorized to provide regular reporting on the progress of the SISP in accordance with the terms of the DIP Agreement.

Participation in SISP

12. Any Potential Bidder who wishes to participate in the SISP must provide to the Proposal Trustee:

    (a) an executed NDA and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder; and

    (b) if the Proposal Trustee considers necessary, such form of financial disclosure that allows the Proposal Trustee, in consultation with the Field Entities, to make a reasonable determination as to the Potential Bidders' financial and other capabilities to consummate a transaction.

13. Upon providing the foregoing, the Potential Bidder will be determined by the Proposal Trustee, in consultation with the Field Entities and the CRO, to be a "**Participating Bidder**".

Due Diligence

14. The Field Entities, with the assistance of the Proposal Trustee, will establish a virtual data room of due diligence information (the "**VDR**").

15. The Field Entities and Proposal Trustee will provide each Participating Bidder (including, for greater certainty, the Stalking Horse Bidders) with access to the VDR as well as access to such other due diligence materials and information relating to the Property or the

[3] "**Related Person**" means any person within the meaning of "related person" in the *Bankruptcy and Insolvency Act* (Canada).

Business as the Field Entities, in their reasonable business judgment and in consultation with the Proposal Trustee, determine to be appropriate. This may include, as appropriate, information or materials reasonably requested by Participating Bidders, on-site visits, and access to further information in the electronic data room.

16. At the request of a Participating Bidder, the legal and financial advisor(s) and/or lenders of such Participating Bidder, may also be granted access to such confidential due diligence materials and information provided that, in each case, any such advisor or lender (a) is reasonably acceptable to the Field Entities; and (b) has executed or is bound by an NDA.

17. The Field Entities, the CRO, the Proposal Trustee and their respective directors, officers, employees, contractors, advisors, and consultants, make no representation or warranty as to the accuracy or completeness of any information concerning the Field Entities or the Business: (a) contained in the communication relating to the Opportunity, the Asset Listing, the SISP, or the VDR; (b) provided through the due diligence process under the SISP; or (c) otherwise made available by the Proposal Trustee or the Field Entities.

18. At any time during the SISP, the Proposal Trustee may, in consultation with the Field Entities, eliminate a Participating Bidder from the SISP, in which case such party will no longer be a Participating Bidder for the purposes of the SISP. For greater certainty, this paragraph 18 does not apply to the Stalking Horse Bidders.

Bid Deadline: Submission of Qualified Bids

19. A Participating Bidder who wishes to submit a binding offer (a "**Bid**") must do so by the Bid Deadline. Bids must be submitted to the Proposal Trustee by email with the subject "**Field Aviation Company Inc. et al. – Binding Bid**" at the following email addresses: ngoldstein@ksvadvisory.com and dperlman@ksvadvisory.com.

Qualified Bid

20. A Bid submitted by a Potential Bidder will be considered a "**Qualified Bid**" (and the bidder making such bid, the "**Qualified Bidder**") if it complies with following minimum criteria as determined by the Proposal Trustee, in consultation with the Field Entities and the CRO:

    (a) it is submitted to the Proposal Trustee on or before the Bid Deadline;

    (b) it is accompanied by a letter stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined herein), provided that if such Qualified Bidder is selected as the Successful Bidder or Backup Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

    (c) it includes duly authorized and executed transaction agreement(s), and in the case of:

        (i) a Sale Proposal, the Bid includes an executed share or asset purchase agreement, including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared with the Field Entities) and accompanied by a mark-up to the Stalking Horse Agreement; or

(ii) an Investment Proposal, the Bid includes the executed transaction documents contemplated to effect the Investment Proposal, including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared with the Field Entities);

(d) it includes full details of the Potential Bidder's intended treatment of the Field Entities' stakeholders under or in connection with the proposed Bid, including the Field Entities' secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and, if applicable, equity holders;

(e) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the transaction proposed in the Bid, that will allow the Proposal Trustee, in consultation with the Field Entities, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the transaction contemplated by its Bid;

(f) the Bid is not subject to the outcome of unperformed due diligence, internal approval(s) or obtaining financing;

(g) it sets out any conditions to closing or required approvals, including any agreements or approvals with regulators or other stakeholders, the anticipated time frame and any anticipated impediments for obtaining such approvals, such that the Field Entities can assess the risk to closing associated with any such conditions or approvals;

(h) the Bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such Bid), or that is sponsoring, participating or benefiting from such Bid, and such disclosure shall include, without limitation: (i) the identity of each of the actual or proposed direct or indirect equity holders of such Potential Bidder and the terms and participation percentage of such equity holder's interest in such Bid; (ii) the identity of each actual or proposed direct or indirect lender of such Potential Bidder; and (iii) the identity of each entity that has or will receive a benefit from such Bid from or through the Potential Bidder or any of its equity holders and the terms of such benefit;

(i) it does not provide for any break fee, expense reimbursement or similar type of payment;

(j) it sets out the portion of the Property and/or Business to be included and includes full details in relation to any portion of the Property and/or Business excluded from the Bid, if any;

(k) the Bid is accompanied by a non-refundable good faith cash deposit (the "**Deposit**"), of no less than 10% of the total purchase price or investment contemplated under the Bid which shall be paid to the Proposal Trustee and held in trust pursuant to paragraph 42 hereof until the earlier of: (i) closing of the Successful Bid or Backup Bid, as applicable; and (ii) rejection of the Bid, along with acknowledgement that if the Potential Bidder is selected as a Successful Bidder, that the Deposit will be non-refundable subject to paragraphs 42 to 43 hereof;

(l) it contains other information reasonably requested, whether by the Field Entities or the Proposal Trustee;

(m) the Proposal Trustee, in consultation with the Field Entities, determines that, in its reasonable business judgment, it is likely that the Potential Bidder will be able to consummate a Sale Proposal or Investment Proposal on or before the Outside Date in a manner that complies with all requirements of the SISP;

(n) it includes an acknowledgement and representation that the Potential Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the transaction agreements; and

(o) the Bid provides for cash consideration, payable on closing, of at least $9,712,624 (the "**Minimum Transaction Value**") (after accounting for any purchase price adjustments or similar mechanisms that may reduce the net consideration payable), which amount, for greater certainty, is equal to the total of: (i) the aggregate consideration under the Stalking Horse Agreement;[4] *plus* (ii) the amount of the Break Fee and Expense Reimbursement (as such terms are defined in the Stalking Horse Agreement);[5] and *plus* (iii) a minimum overbid amount of $300,000.

21. Notwithstanding the requirements specified in paragraph 20 above or anything to the contrary herein, the Stalking Horse Agreement and the transactions contemplated by the Stalking Horse Agreement (the "**Stalking Horse Transaction**"), shall be deemed to constitute a Qualified Bid.

22. The Proposal Trustee, with the consent of the Field Entities, may waive compliance with any one or more of the requirements specified above, and deem such non-compliant bids to be Qualified Bids (provided that the Proposal Trustee shall not be permitted to waive the Minimum Transaction Value requirement or otherwise deem a Bid that does not provide cash consideration equal to at least the Minimum Transaction Value to be a

[4] Based on the Bank of Canada exchange rate of 1.3924 on the filing date.
[5] Based on the Bank of Canada exchange rate of 1.3924 on the filing date.

Qualified Bid).

Evaluation and Selection of Successful Bid

23. The Proposal Trustee and its advisors, in consultation with the Field Entities, shall be entitled to take such further steps to negotiate and settle the terms of a definitive agreement in respect of the Successful Bid as may be required, all of which will be conditional upon Court approval.

24. The Proposal Trustee, in consultation with the Field Entities and the CRO, may reject any Bid if it is determined that such Bid does not constitute a Qualified Bid, is not more favourable than, or is otherwise inferior to, the Stalking Horse Bid (as determined in the reasonable business judgment of the Proposal Trustee, with the consent of the Field Entities, having regard to the Evaluation Criteria (as herein defined)), or is otherwise contrary to the best interest of the Field Entities and their creditors and other stakeholders.

25. Subject to paragraphs 26 to 32 below as applicable, the Proposal Trustee, in consultation with the Field Entities and the CRO, shall select the Qualified Bid(s) that it considers most favourable (the most favourable bid(s) being the "**Successful Bid**", and such bidder, the "**Successful Bidder**") with reference to criteria, including, but not limited to the following (the "**Evaluation Criteria**"): (a) the purchase price and net value (including assumed liabilities and other obligations to be performed by the Qualified Bidder); (b) the terms of the transaction documents; (c) other factors affecting the speed, certainty, and value of the transaction; (d) the assets included or excluded from the bid (with preference, for greater certainty, being given to en bloc offers); and (e) the likelihood and timing of consummating the transaction. The Stalking Horse Bid may be selected as the Successful Bid. For avoidance of doubt, the Proposal Trustee is not required to select the Qualified Bid with the highest purchase price and may, exercising its reasonable business judgement, select another Qualified Bid with regard to the factors above.

26. If one or more Qualified Bids is received, the Proposal Trustee, may elect to proceed with an auction process to determine the Successful Bid(s) (the "**Auction**"), which Auction shall be administered in accordance with paragraphs 30 to 32 below (provided that the Proposal Trustee may not designate a Qualified Bid providing for the purchase and sale of any Property that is the subject of the Stalking Horse Agreement as the Successful Bid without first holding the Auction). Forthwith upon determining to proceed with an Auction, the Proposal Trustee shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Transaction), along with copies of all Qualified Bids and a statement by the Proposal Trustee specifying which Qualified Bid is the leading bid (the "**Starting Bid**"). The Proposal Trustee, in consultation with the Field Entities, may select the bid(s) at the Auction as the Successful Bid.

27. The Proposal Trustee, with the consent of the Field Entities, shall also be entitled, but not required, to select the next highest and/or best Qualified Bid(s) received in the auction or selection process, as applicable, as a back-up bid (such offer, the "**Backup Bid**" and the Participating Bidder(s) who made the Backup Bid, the "**Backup Bidder**").

28. If no Qualified Bid (other than the Stalking Horse Transaction) has been received by the Proposal Trustee on or before the Qualified Bid deadline, then the SISP shall terminate and the Stalking Horse Transaction shall be the Successful Bid.

Auction

29. In the event of an Auction, the Proposal Trustee shall conduct the Auction commencing at 10:00 a.m. on July 15, 2026, by videoconference or such other reasonable means as shall be timely communicated to all entities entitled to attend at the Auction, which Auction may be adjourned by the Proposal Trustee.

30. The Auction shall run in accordance with the following procedures, which shall be adjusted accordingly in the event of any adjournment of the Auction by the Proposal Trustee:

(a) prior to 12:00 p.m. on July 14, 2026, the Proposal Trustee shall provide all Qualified Bidders and the Stalking Horse Bidders with unredacted copies of all Qualified Bids and shall identify the Qualified Bid constituting the Starting Bid;

(b) prior to 5:00 p.m. on July 14, 2026, each Qualified Bidder and Stalking Horse Bidders must inform the Proposal Trustee by email whether it intends to participate in the Auction (the parties who so inform the Trustee that they intend to participate are hereinafter referred to as the "**Auction Bidders**");

(c) prior to the Auction, the Proposal Trustee shall develop a financial comparison model (the "**Comparison Model**") which will be used to compare the Starting Bid and all Subsequent Bids (as defined below) submitted during the Auction, if applicable;

(d) during the morning of the Auction, the Proposal Trustee shall make itself available to meet with each of the Auction Bidders to review the procedures for the Auction, the mechanics of the Comparison Model, and the manner by which Subsequent Bids will be evaluated during the Auction, and the Auction shall be held immediately thereafter;

(e) only representatives of the Auction Bidders, the Proposal Trustee, the Field Entities, the DIP Agent, and such other persons as permitted by the Proposal Trustee (and the advisors to each of the foregoing entities) are entitled to attend the Auction;

(f) at the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder with respect to the bidding or any sale (provided that the DHC Bidder and the PAL Bidder may coordinate on the Stalking Horse Bid);

(g) only the Auction Bidders will be entitled to make a Subsequent Bid (as defined below) at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Qualified Bidder's Qualified Bid, shall nevertheless remain fully enforceable against such

Qualified Bidder if it is selected as the Winning Bid (as defined below);

(h) all Subsequent Bids presented during the Auction shall be made and received in one virtual room and on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(i) all Auction Bidders must have at least one individual present at the Auction with authority to bind such Auction Bidder;

(j) the Proposal Trustee may employ and announce at the Auction such additional procedural rules that are reasonable in the circumstances (including but not limited to, the amount of time allotted to make a Subsequent Bid, requirements to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the Auction, provided that such rules are:

(i) not inconsistent with these SISP procedures or general practice in insolvency proceedings; and

(ii) disclosed to each Auction Bidder at the Auction;

(k) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (each, a "**Subsequent Bid**") that the Proposal Trustee, utilizing the Comparison Model, determines is:

(i) for the first round, a higher or otherwise better offer than the Starting Bid;

(ii) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below),

in each case by at least the minimum incremental overbid of at least $150,000. After the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the bid (including the value and material terms thereof) that it believes to be the highest or otherwise best offer (in each round, the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

(l) to the extent not previously provided (which shall be determined by the Proposal Trustee), an Auction Bidder submitting a Subsequent Bid must submit, at the Proposal Trustee's discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit quality support information or enhancement reasonably acceptable to the Proposal Trustee), demonstrating such Auction Bidder's ability to close the transaction proposed by the Subsequent Bid;

(m) the Proposal Trustee reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction of not more than 24 hours each, to among other things: (i) facilitate discussions between the Trustee and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Proposal Trustee with such additional evidence as the Proposal Trustee, in its reasonable business judgment, may require, that the Auction Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing overbid amount;

(n) if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed;

(o) the Auction shall be closed within two (2) business days of the start of the Auction unless otherwise extended by the Proposal Trustee; and

(p) no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

31. At the end of the Auction, the Proposal Trustee shall select the winning bid (the "**Winning Bid**"). Once a definitive agreement has been negotiated and settled in respect of the Winning Bid as selected by the Trustee (the "**Selected Superior Offer**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "Successful Bid" hereunder and the person(s) who made the Selected Superior Offer shall be the "Successful Bidder" hereunder. If the Successful Bidder is a bidder other than the Stalking Horse Bidders, the Stalking Horse Bidders shall be entitled to receive the Break Fee and the Expense Reimbursement, immediately at closing, from the Successful Bidder's payment of cash at closing.

Approval Motion for Successful Bid

32. The Field Entities will apply to the Court (the "**Approval Motion**") for an Approval Order approving the Successful Bid and authorizing the Field Entities, in consultation with the Proposal Trustee, to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid, and may make any application to any other court of competent jurisdiction considered by the Field Entities, in consultation with the Proposal Trustee, to be necessary or appropriate to give effect to the Successful Bid.

33. The Approval Motion will be held on a date to be scheduled by the Court upon request by the Field Entities.

34. Unless and until the Successful Bid is approved by the Court, it shall not be deemed accepted by the Field Entities.

35. All Qualified Bids (other than the Successful Bid and the Backup Bid) will be deemed rejected on the date of approval of the Successful Bid by the Court, save and except that the Field Entities' obligation to pay any Break Fee and Expense Reimbursement to the Stalking Horse Bidders—if it is not the Successful Bidder—shall remain in full force and effect until paid in full.

36. If a Backup Bid is identified in accordance with this SISP, then such Backup Bid shall remain open until the consummation of the transaction contemplated by the Successful Bid (the "**Backup Bid Expiration Date**"), at which time the Backup Bid will be deemed rejected. For greater certainty, this paragraph 36 does not apply in respect of the Stalking Horse Transaction.

37. If the Proposal Trustee selects the Stalking Horse Transaction as the Backup Bid, then such Backup Bid shall expire if (in either case, being the "**Stalking Horse Backup Bid Expiration Date**"):

    (a) the Court does not approve the Successful Bid within two weeks of the Proposal Trustee selecting the Successful Bid, subject to Court availability, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period; or

    (b) the transaction contemplated by the Successful Bid does not close within two weeks of the Court approving the Successful Bid, and the Proposal Trustee does not select the Stalking Horse Transaction as the Successful Bid within such period.

38. Subject to paragraph 37 herein, if following approval of the Successful Bid by the Court, the Successful Bidder fails to consummate the transaction for any reason, then the Backup Bid, if there is one, will be deemed to be the Successful Bid and the Field Entities shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, and further approval of the Court.

Deadlines and Returning to Court

39. The Proposal Trustee, the Field Entities and the Stalking Horse Bidders may seek advice and directions from the Court in relation to all matters associated with the implementation of the SISP.

40. Furthermore, at any time during the SISP, if the Field Entities or the Proposal Trustee determines it is appropriate to do so, the Field Entities or the Proposal Trustee may apply to the Court for advice and directions with respect to the discharge of their respective power and duties hereunder, to seek approval to terminate the SISP, or to seek advice and directions with respect to the SISP or any proposal received.

41. Subject to the terms of the SISP Order, the Proposal Trustee shall have the right to modify the SISP in consultation with the Field Entities (although the extension of any timeline provided herein may only be made with the consent of the Field Entities and the DIP Agent, acting reasonably) if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in the

proposal proceedings and the Participating Bidders shall be advised of any substantive modification to the procedures set forth herein.

Deposits

42. All Deposits will be retained by the Proposal Trustee and deposited in a trust account. If there is a Successful Bid, the Deposit, if any, paid by the Successful Bidder whose Qualified Bid is approved at the Approval Motion will be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Bidders not selected as the Successful Bidder or Backup Bidder will be returned to such bidders within 5 Business Days[6] of the date upon which the Successful Bid is approved by the Court (and, for greater certainty, the Field Entities shall be entitled to continue to hold the Deposit in respect of the Backup Bid until the Backup Bid Expiration Date).

43. If a Successful Bidder or Backup Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty, without limiting any other claims or actions that the Field Entities may have against such Successful Bidder or Backup Bidder and/or their affiliates.

Approvals

44. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the SISP Order or any other statute or as otherwise required at law in order to implement a Successful Bid.

No Contract

45. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Field Entities, the CRO, the Proposal Trustee, and any bidder, other than as specifically set forth in a definitive agreement that may be signed in respect of the Property or the Business.

46. Without limiting the preceding paragraph, neither the Field Entities, the CRO nor the Proposal Trustee shall have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Participating Bidder, and persons submitting a Qualified Bid, the Field Entities, or any other creditor or other stakeholder of the Field Entities, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result of the gross negligence or willful misconduct of the Field Entities, the CRO or Proposal Trustee, as applicable. By submitting a Bid, each Potential Bidder, Participating Bidder, and person submitting a Qualified Bid shall be deemed to have agreed that it has no claim against the Field Entities or Proposal Trustee for any reason whatsoever, except to the extent that such claim is the result of gross negligence or willful misconduct of the Field Entities or Proposal Trustee, as applicable.

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[6] "**Business Day**" means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.

Costs and Expenses

47. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a transaction. For greater certainty, nothing in this paragraph 47 shall limit or affect the Stalking Horse Bidders' right to receive the Break Fee and Expense Reimbursement in accordance with the terms of the Stalking Horse Agreement.

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

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

ORDER
(Sale and Investment Solicitation Process)

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Lawyers for the Field Entities

Appendix “C”

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-26-03382861-0032/ **DATE: June 12, 2026**

BK-26-03382853-0032

NO. ON LIST: 2

TITLE OF PROCEEDING: In the Matters of the Notices of Intention to Make a Proposal of Field Aviation Company Inc. and Field Aviation East Ltd.

BEFORE: JUSTICE J. DIETRICH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

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For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

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ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

[1] Field Aviation Canada Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**" and together with Field Canada, the "**Field Entities**") seek two orders. The relief sought is not opposed and defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Field Entities filed for use on this motion.

[2] First, an order (the "**DIP Approval and Extension Order**"), is sought which:

(a) extends the time for Field Entities to file a proposal pursuant to s. 50.4(9) of the *Bankruptcy and Insolvency Act* (the "**BIA**") and the corresponding statutory stay of proceedings, by 45 days, up to and including August 19, 2026 (the "**Stay Extension**")

(b) administratively consolidates the NOI Proceedings of Field Canada and Field East;

(c) authorizes Field Canada to continue to utilize its central cash management system or to replace it with another substantially similar cash management system;

(d) approves (i) the DIP Term Sheet dated June 5, 2026 (the "**DIP Term Sheet**") between Field Canada, as borrower, Field East, ASES, LLC ("**ASES**") and Field Aerospace, Inc. ("**Field Parent**") as guarantors, Wells Fargo Capital Finance Corporation Canada ("**Wells Capital**" and in such capacity, the "**DIP Lender**"), as interim lender and Wells Fargo Bank, National Association ("**Wells Bank**", and together with Wells Capital, "**Wells**") as agent; and (ii) the sixth amendment and forbearance agreement dated June 5, 2026 between Field Canada and ASES, as co-borrowers, Field Parent, as guarantor, and Wells, as lender (the "**Sixth Amendment and Forbearance**");

(e) approves the Draken Accommodation Agreement and Data Transfer Agreement

(f) approves the engagement of Riveron Management Services, LLC as Field Canada's chief restructuring officer (the "**CRO**");

(g) approves Field Canada's key employee retention plan (the "**KERP**"), providing for retention bonuses in favour of certain key personnel;

(h) grants the Administration Charge, DIP Lender's Charge, Directors' Charge, and KERP Charge; and

(i) grants a limited sealing order in respect of certain employee information.

[3] Second, an order (the "**SISP Order**") is sought which:

(a) approves and authorizes the Proposal Trustee, with the assistance of the Field Entities and CRO, to implement and conduct the proposed sale and investment solicitation process (the "**SISP**");

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

(c) approves the Break Fee and Expense Reimbursement Fee payable to the Stalking Horse Bidders pursuant to the terms of the Stalking Horse Agreement and grants an associated charge (the "**Transaction Charge**") in favour of the Stalking Horse Bidders.

[4] Counsel for Bombardier Inc. appeared today and advised that Bombardier has a litigation claim against the Field Entities of at least $38 million. Although Bombardier has concerns with the process leading up to the selection of the Stalking Horse Agreement and the relatively short nature of the SISP, Bombardier is not opposing the relief sought today.

[5] Counsel for UK Research and Innovation ("**UKRI**") also made submissions today. UKRI's position is that one of the aircraft located at the Field Entities' premises is in fact owned by UKRI and steps are being taken to transfer ownership to UKRI. Counsel for the Field Entities agreed with this, and counsel for Wells indicated that if there are concerns with respect to ownership of that aircraft, counsel will return to Court to address it.

Background

[6] Each of the Field Entities filed a Notice of Intention to Make a Proposal pursuant to the BIA (the "**NOI Proceedings**") on June 5, 2026. AlixPartners Restructuring, Inc. is the proposal trustee in the NOI Proceedings and has, in support of the relief sought by the Field Entitles filed its First Report to Court dated June 10, 2026 (the "**First Report**").

[7] Field Canada carries on business as an aerospace engineering and modification company that designs, integrates and certifies aircraft systems and structural modifications for government and commercial aircraft operators. Substantially all of Field Canada's physical operations take place at a 40,000 square foot hangar located next to Toronto Pearson Airport. Prior to the NOI Proceedings Field Canada employed approximately 132 employees. As noted below, the majority have been temporarily laid off but 45 employees remain active, certain of those are members of the IAM Union District 140.

[8] Field East is a wholly-owned subsidiary of Field Canada with no employees or operations of its own. Field East's only material assets are certain Supplemental Type Certificates ("**STCs**"), which are regulatory approvals issued by Transport Canada Civil Aviation for changes to aircraft modification designs.

[9] Both Field Entities are ultimately owned by Field Parent which, through a series of companies including ASES also carries on business in the United States.

[10] The Field Entities primary secured creditor, and proposed DIP Lender is Wells Capital. As a result of a series of liquidity challenges explained in the affidavit of John W. Mactaggart sworn June 6, 2026 (the "**Mactaggart Affidavit**"), the Field Entities were in default of various provisions of their Credit Agreement with, among others, Wells Capital as lender. Field Canada and ASES are both borrowers under the Credit Agreement with joint and serval liability and Field East (and other related entities) are guarantors. Approximately $5 million US is currently owed under the Credit Agreement. Counsel to the Proposal Trustee has provided an opinion that, subject to the typical qualifications and assumptions, the security granted to Wells by the Field Entities in connection with the Credit Agreement is valid and enforceable.

[11] There is only one other registered secured creditor (being in respect of a vehicle). The Field Entities also owe approximately $10.3 million on an unsecured basis and are subject to a number of litigation claims, including that noted by Bombardier above.

[12] On April 6, 2026, Wells Capital delivered a notice of default to Field Canada under the Credit Agreement and began conducting daily cash sweeps of Field Canada's accounts to lower its overadvance position. This prevented Field Canada from using collections from its accounts receivable to fund ordinary-course operating expenses, including payroll, supplier payments and other working capital requirements. Field Canada immediately froze its operations and temporarily laid off substantially all its employees. Field Canada and Wells Capital then began the process of negotiating a path forward.

[13] Pursuant to an Overadvance Agreement dated April 16, 2026, Wells Bank, for itself and on behalf of Wells Capital, agreed to permit a temporary overadvance of up to US$1.5 million to fund Field Canada's accrued payroll and certain professional costs. Wells Bank continued to fund Field Canada's limited operations pursuant to weekly budgets and cash flow reporting requirements while the parties continued negotiating longer-term arrangements. Among other conditions, the Overadvance Agreement required Field Canada to engage Riveron as CRO, who was retained on April 21, 2026.

[14] The discussions resulted four significant elements which underpin the Field Entities proposed path forward.

[15] First, the execution of the Sixth Amendment and Forbearance and DIP Term Sheet which are both dated June 5, 2026. Among other things, these agreements, subject to Court approval: (i) provide for a temporary forbearance from Wells Capital exercising enforcement remedies until after July 31, 2026, in

exchange for certain accommodations including enhanced reporting, strict compliance with the DIP Budget attached thereto, and certain commitment and exit fees payable; and (ii) establish a framework pursuant to which (a) Field Canada will be funded through a proposed revolving DIP Facility, providing Field Canada with the time and liquidity necessary to pursue the proposed SISP and complete the Draken Program; and (b) ASES will continue to be funded through the U.S. Facility provided in the Credit Agreement.

[16] Pursuant to the DIP Term Sheet, Wells Capital has agreed to provide Field Canada with a revolving interim financing facility up to the maximum amount of US$2.5 million, subject to Availability (as defined in the DIP Term Sheet, and including a permitted Overadvance under the Credit Agreement of US$4.3 million in the aggregate) (the "**DIP Facility**"). The DIP Facility will fund Field Canada's payroll obligations, professional costs and other working capital requirements during these NOI Proceedings, allowing the Field Entities to carry out the SISP and pursue a sale transaction for the benefit of all stakeholders. Pursuant to the DIP Term Sheet, post-filing receipts will first be applied to repay the Canadian Revolving Loans, secondly to the repayment of the US Revolving Loans and lastly to the DIP Facility.

[17] Second, on June 5, 2026, Field Canada and Wells Bank entered into an Accommodation Agreement with FR Aviation Limited, trading as Draken Europe ("**Draken**") (the "**Draken Accommodation Agreement**"), pursuant to which Draken has agreed to fund the operating costs and disbursements of Field Canada (including shared services payable to ASES) in order to enable Field Canada to complete its modification of Draken's aircraft pursuant to the Draken Contract (the "**Draken Program**"), along with completion bonuses payable to those key personnel that have been recalled to work on the Draken Program. On the same date, the parties entered into a data transfer agreement (the "**Data Transfer Agreement**") pursuant to which Draken will pay to Field Canada US$800,000 for the transfer of certain intellectual property including data, designs and drawings, currently held by Field Canada related solely to the Draken Program.

[18] The Draken Accommodation Agreement will provide the funding necessary for Field Canada to complete a significant program for its only remaining active customer, maximizing the value of the Draken Program while ensuring the employment of program-specific personnel. Although, as noted above, there is a project underway for another customer, UKRI, discussions remain ongoing in respect of that project and work has currently been halted.

[19] Third, the Field Entities have, with the Proposal Trustee developed the proposed SISP, which includes, as a baseline, the Stalking Horse Agreement which provides an aggregate US$6.5 million purchase price for the relevant assets. This provides a baseline floor against which any other Qualified Bid will be compared. It also contemplates a Break Fee and Expense Reimbursement Fees payable to the Stalking Horse Bidders, in certain circumstances, in the aggregate amount of US$260,000 (the "**Bid Protections**").

[20] The relevant SISP Milestones (which contemplating a single-phase 30-day period for prospective purchasers to submit bids) are:

(a) Distribution of Teaser Letter to potentially interested parties, preparation of non-disclosure agreement and virtual data room to begin no later than on June 12, 2026;

(b) Deadline to submit Bids of July 13, 2026 at 5:00 p.m.;

(c) Auction (if necessary) on July 15, 2026;

(d) Selection of Successful Bid by July 16, 2026, or in the case of no Auction July 14, 2026;

(e) Court Approval of Successful Bid to occur as soon as practicable and subject to Court availability, by July 24, 2026; and

(f) Outside Date of July 31, 2026.

[21] The SISP provides the Proposal Trustee the ability to extend the dates in certain circumstances.

[22] To constitute a Qualified Bid in the SISP, that bid must provide for consideration of at least approximately CAD$9.7 million, comprising the purchase price under the Stalking Horse Bid, plus the Bid Protections, plus a minimum overbid of $300,000.

[23] Fourth, the Field Entities have developed the KERP in consultation with the Proposal Trustee. The proposed KERP would provide four beneficiaries (the "**KERP Beneficiaries**") with a retention bonus equal to 25% of their respective salary, which only becomes payable if the beneficiary is actively employed with Field Canada on the date a successful sale transaction closes. The amount payable to the KERP Beneficiaries is proposed to be secured by a corresponding KERP Charge. The KERP Charge would rank behind all other Charges and all secured indebtedness owing to Wells Capital under the Credit Agreement. The KERP is separate and apart from the Completion Bonuses that will become payable under the Draken Accommodation Agreement and relate to different personnel.

Issues

[24] The issues to be decided by the Court are whether to:

(a) approve the DIP Term Sheet and Sixth Amendment and Forbearance and the DIP Lender's Charge;

(b) approve the retention of the CRO;

(c) approve the Draken Accommodation Agreement and Data Transfer Agreement

(d) approve the KERP and grant the KERP Charge;

(e) grant the Administration Charge, and Directors' Charge;

(f) approve the SISP and Stalking Horse Agreement for use in connection therewith including the Transaction Charge; and

(g) administratively consolidate the NOI Proceedings of Field Canada and Field East;

(h) grant the requested Stay Extension

(i) seal certain employee related information.

Analysis

[25] The Court has jurisdiction to approve the DIP Term Sheet and grant the DIP Lender's Charge under s. 50.6(1) of the BIA. Section 50.6(3) of the BIA further provides the Court with the authority to order that the DIP Lender's Charge rank in priority over the claim of any secured creditor of the Field Entities.

[26] Section 50.6(5) of the BIA sets out criteria the Court may consider when determining whether to approve the DIP Term Sheet and DIP Lender's Charge, including: (a) the period during which the debtor is expected to be subject to the proposal proceedings; (b) how the debtor's business and financial affairs are to be managed during the proceedings; (c) whether the debtor's management has the confidence of its major creditors; (d) whether the loan would enhance the prospects of a viable proposal being made in respect of the debtor; (e) the nature and value of the debtor's property; (f) whether any creditor would be materially prejudiced as a result of the security or charge; and (g) whether the Proposal Trustee supports the DIP Lender's Charge.

[27] I am satisfied that in considering these factors the DIP Term Sheet and DIP Lender's Charge should be approved. Wells, the Field Entities primary secured creditors, supports management's efforts to restructure the affairs of the Field Entities on the terms set out therein. Without the DIP Facility, the Field Entities would not have sufficient liquidity to operate and would immediately cease all operations and restructuring efforts and would be unable to conduct the proposed SISP. The Field Entities' business and financial affairs will be closely monitored by the Proposal Trustee, CRO and Wells. The Proposal Trustee supports the DIP Term Sheet and the DIP Lender's Charge. No secured lenders are being primed by the DIP Lender's Charge. I recognize that post filing receipts are going to first to repay pre-filing secured obligations in what has been referred to as a 'creeping rollup'. The DIP Lender's Charge does not, however, secure any obligation that existed prior to the granting of the Initial Order. Further, the Proposal Trustee has received a security opinion, as noted above, confirming the validity of the pre-filing security. Such 'creeping roll ups' have been permitted in other similar proceedings: see *BZAM Ltd. Plan of Arrangement*, 2024 ONSC 1645 at paras 56-57. The Sixth Amendment and Forbearance Agreement is closely related to the DIP Term Sheet and is also approved.

[28] The agreements with Wells require the continued appointment of the CRO. This Court in other NOI proceedings has approved the appointment of a CRO: see for example *Re Nanopay Corporation*, 2023 ONSC 4061 at para 10. When considering whether to approve CRO appointments in other insolvency proceedings, this Court has considered the following factors: (i) whether the appointment of the CRO would be beneficial to the restructuring; (ii) whether the proposed engagement terms for the CRO are reasonable in the circumstances; (iii) the experience and qualifications of the proposed CRO; and (iv) whether the court officer supports the CRO appointment: see *Re Earth Boring Co Ltd*, 2025 ONSC 2422 at para 71. I am satisfied that in considering these factors, approving the appointing of the CRO in the present circumstances is appropriate.

[29] With respect to the Draken Accommodation Agreement, this Court has approved comparable accommodation agreements where necessary to maximize the value of the debtor's assets, the proposal trustee supports the agreement, and no creditor would be prejudiced: see Endorsement of Justice Wilton-Siegel dated November 17, 2023, *Re Bad Boy Furniture Warehouse Limited*, Court File No. BK-23-03008133-0031 at para 2. I am satisfied that is also the case here and the agreement should be approved.

[30] The related Data Transfer Agreement (which is required under the Draken Accommodation Agreement) contemplates Draken agreeing to pay Field Canada US$800,000 for the transfer of certain intellectual property including data, designs and drawings currently held by Field Canada related to the modification of Draken's C-604 aircraft. Section 65.13(4) of the BIA sets forth a non-exhaustive list of factors for the Court to consider in determining whether to approve a sale of a debtor's assets outside the ordinary course of business, which includes, among other things, (i) whether the process is reasonable in the circumstances, (ii) whether the proposal trustee approves the process, (iii) whether the proposal trustee filed a report stating that in their opinion the sale is more beneficial than a sale under bankruptcy, and (iv)

the extent to which the creditors were consulted. In this case, I am satisfied the sale is appropriate, even though there was no formal marketing process in respect of the data subject to the Data Transfer Agreement. The sale is arms length. The specified intellectual property thereunder only has value to Draken as it consists of data, designs, and drawings currently held by Field Canada that relate specifically to the modification of Draken's C-604 aircraft. Rather than expending further resources on soliciting an open-market sale that would be unlikely to yield any value, the Data Transfer Agreement will provide recoveries for Field Canada and its stakeholders and is supported by Wells and the Proposal Trustee.

[31] The Field Entities are seeking approval of the KERP which was developed in consultation with the Proposal Trustee. I am also satisfied that the proposed KERP should be approved. The proposed terms are set out above. Approval of a KERP is discretionary, but similar retention plans have been approved by this Court where the proposed participants are important for the stability of the business, difficult to replace and have extensive or specialized knowledge of the business of the debtor: see *Re The Body Shop Canada Limited*, Court File No. BK-24-03050418-0031 at paras 23-25 [***Body Shop***]. Similarly, the KERP Charge is also appropriate. The four KERP Beneficiaries are responsible for functions indispensable to closing an eventual sale transaction, including supporting diligence, facilitating asset and records transfers, maintaining IT infrastructure, continuing financial reporting and cash management, all with limited staff support. Considering the NOI Proceedings and limited liquidity, the prospect of finding timely, suitable replacements for any of the KERP Beneficiaries is remote. Further, the Proposal Trustee supports the KERP and KERP Charge and believes that both are reasonable and appropriate in the circumstances

[32] The Field Entities seek approval of an Administration Charge in the amount of $300,000 to secure the fees of the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Field Entities and the CRO. Section 64.2 of the BIA authorizes this Court to grant a super-priority charge on a debtor's Property to secure professional fees. Administration charges are routinely granted in insolvency proceedings where: (a) the debtor has limited means to obtain professional assistance; (b) the involvement of professional advisors is critical to the success of the proceedings under the BIA; and (c) the quantum of the proposed charge is commensurate with the complexity of the debtor's business: see *Colossus Minerals Inc. (Re),* 2014 ONSC 514 at para 11-15. The quantum of the proposed Administration Charge is reasonable in the circumstances and not opposed by any person. The proposed Administration Charge is appropriate in the circumstances is approved.

[33] The Field Entities also seek approval of a Director's Charge in the amount of $725,000. The Court has authority to grant the Directors' Charge under section 64.1 of the BIA and may order that this charge rank in priority over the claim of any secured creditor of the Field Entities. I am satisfied that the Director's Charge is appropriate here, given that the continued involvement of the remaining directors and officers, who provide highly specialized skillsets, is critical to a successful SISP or any proposal under the BIA and the directors have indicated they are not prepared to continue to serve unless protected by the Directors' Charge. Further, the Proposal Trustee supports the proposed Directors' Charge and is satisfied, based on the estimates provided in the First Report of potential liabilities, that the amount of such charge is appropriate.

[34] In deciding whether to grant a SISP Order, the Court is to consider the factors which a court will take into account when considering the approval of a proposed sale: see *CCM Master Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750 at para 6 [***CCM Master v blutip***]. In an NOI proceeding this includes the factors set out in s. 65.13 of the BIA (see above). As well, as set out in *Danier Leather Inc (Re),* 2016 ONSC 1044 at para 22-24, when approving a sales process involving a stalking horse

agreement, the Court has considered the following four factors: Is a sale transaction warranted at this time? Will the sale benefit the whole "economic community"? Do any of the debtors' creditors have a bona fide objection to a sale of the business? Is there a better viable alternative?

[35] The implementation of the SISP is the primary purpose of these NOI Proceedings. It is a condition of obtaining funding under the DIP Term Sheet. The SISP Milestones were developed based on the amount of funding under the DIP Facility and in consultation with Wells, the CRO and the Proposal Trustee. The timelines are short, however, they are consistent with other court-approved one phase SISP timelines (see for example: Order of Justice J Dietrich dated February 17, 2026, *Re JointCraft Inc*, Court File No. BK-26-003318323-0031 at Schedule "A", para 7; Order of Justice Cavanagh dated April 9, 2024, *Re Hempsana Inc*, Court File No. BK-24-03054351-0031 at Schedule "B", para 3; Order of Justice Cavanagh dated August 26, 2024, *Re Wholly Veggie Inc*, Court File No. BK-24-03115669-0031 at Schedule "A", para 11; Order of Justice Cavanagh dated October 28, 2022, *Re Flowr Corporation*, Court File No.CV-22-00688966-00CL at Schedule "A", para 6; and Order of Justice Kimmel dated June 1, 2023, *Re Chalice Brands Ltd*, Court File No. CV-23-00699872-00CL at Schedule "A", para 3.

[36] The Stalking Horse Bid will establish a floor price for the SISP, thereby guaranteeing some recovery for the Field Entities' stakeholders. At the same time, the SISP will subject the Field Entities to an open marketing process that permits higher and better offers to replace the Stalking Horse Bid. The SISP will also allow certain Field Canada employees to maintain their employment working on the Draken Program, while leaving open the possibility of a going concern transaction that preserves jobs moving forward. The Proposal Trustee, CRO and Wells support all aspects of the SISP. The Stalking Horse Agreement was negotiated at arm's length between sophisticated parties. The two transactions contemplated under the Stalking Horse Agreement together have a purchase price that is expected to satisfy all indebtedness owing to Wells (including under the proposed DIP Facility).

[37] The Transaction Charge contemplates security for the proposed Bid Protections in the aggregate amount of US$260,000, representing 4% of the purchase price under the Stalking Horse Agreement. The evidence in the First Report is that these amounts are within the range of reasonableness for stalking horse agreements, including within NOI proceedings. Accordingly, I am satisfied the SISP should be approved including the Stalking Horse Agreement (and the Transaction Charge as part thereof) for use in the SISP. If the Stalking Horse Agreement is the successful bid, approval of the transactions contemplated thereby will be sought at the appropriate time.

[38] The Court has the authority to extend the stay period for 45 days under s. 50.4(9) of the BIA where the Court is satisfied that: (a) the insolvent person has acted, and is acting, in good faith and with due diligence; (b) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and (c) no creditor would be materially prejudiced if the extension being applied for were granted.

[39] I am satisfied that the stay extension should be granted. The Proposal Trustee supports the requested extension and is of the view that the Field Entities are acting in good faith and with due diligence - there is no evidence otherwise. This is the first extension request and is for 45 days following the expiry of the initial 30 day term. It is necessary in order to provide the Field Entities and the Proposal Trustee time to pursue the SISP in order to potentially identify options available for stakeholders. There is no evidence of any material prejudice to any creditor if the requested extension is granted. The cash flow forecast attached to the First Report shows sufficient liquidity.

[40] The limited sealing order sought applies to Confidential Exhibit "A" to the Mactaggart Affidavit, which contains the unredacted KERP showing personnel names and salaries, and Confidential Appendix "A" to the First Report, which contains the unredacted Draken Accommodation Agreement listing the employees working on the Draken Program and their respective salaries (together, the "**Confidential Documents**"). Both Confidential Documents contain commercially sensitive information relating to employees and their compensation. This Court regularly seals the details of key employee retention plans that reveal sensitive personal information which if disclosed, cause harm to individual employees and to the debtor: see *Body Shop* at para 27-30 and I am satisfied doing so satisfies the test in *Sherman Estate v. Donovan* 2021 SCC 25 at para 38.

Disposition

[41] Orders to go in the form signed by me this day with immediate effect.

[42] A further motion has been booked in this matter for **90 minutes (virtual) on July 24, 2026 at 10:00 am**.

Date: Jun 12, 2026

Justice J. Dietrich

Appendix “D”

First Report to Court of AlixPartners Restructuring, Inc. (formerly operating as KSV Restructuring Inc.) as Proposal Trustee of Field Aviation Company Inc. and Field Aviation East Ltd.

June 10, 2026

Contents

Appendices

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Estate No.: 32-3382861

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

Estate No.: 32-3382853

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

FIRST REPORT OF ALIXPARTNERS RESTRUCTURING, INC. AS PROPOSAL TRUSTEE

June 10, 2026

1.0 Introduction

1. This report (the "**Report**") has been prepared by AlixPartners Restructuring, Inc. ("**AlixPartners**"),[1] in its capacity as the proposal trustee (the "**Proposal Trustee**") of Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and collectively with Field Canada, the "**Field Entities**") in connection with separate Notices of Intention to Make a Proposal (each an "**NOI**" and jointly, the "**NOIs**") filed on June 5, 2026 pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**").

2. The principal purpose of this proceeding (the "**NOI Proceeding**") is to create a stabilized environment and provide the breathing space necessary for the Field Entities to implement a comprehensive restructuring framework, including through the Draken Accommodation Agreement, the DIP Facility, the Stalking Horse Agreement and the proposed sale and investment solicitation process (the "**SISP**"), with a view to completing an

[1] Effective June 1, 2026, KSV Advisory Inc., the parent company of KSV Restructuring Inc., was acquired by an affiliate of AlixPartners Restructuring, Inc. and KSV Restructuring Inc. mandates are being performed by AlixPartners Restructuring, Inc. going forward. At the time the NOIs were filed, KSV Restructuring Inc.'s name change had not yet been approved by the Office of the Superintendent of Bankruptcy, and as such, "KSV Restructuring Inc." was appointed as Proposal Trustee – that name change has since been approved; the professionals involved remain unchanged.

orderly restructuring transaction and maximizing value for the benefit of the Field Entities' stakeholders.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide background on the Field Entities, the NOI Proceeding, their financial position and their creditors;

   b) report on the Field Entities' cash flow projection (the "**Cash Flow Forecast**") for the period June 6, 2026 to August 21, 2026;

   c) provide the Proposal Trustee's views with respect to the Order sought by the Field Entities (the "**DIP Approval and Extension Order**"), among other things:

      i. approving the Draken Accommodation Agreement (including sealing the Confidential Appendix "A" attached hereto, subject to further Order of the Court, as discussed below), and Data Transfer Agreement (each as defined below);

      ii. approving the interim financing term sheet (the "**DIP Term Sheet**"), dated June 5, 2026 between Field Canada, as borrower, Field East, as guarantor, and Wells Fargo Capital Finance Corporation of Canada ("**Wells Capital**"), as interim lender (in such capacity, the "**DIP Lender**") and Wells Fargo Bank, National Association ("**Wells Bank**"), as agent for the DIP Lender (in such capacity, the "**DIP Agent**"), along with the Sixth Amendment and Forbearance Agreement (as defined below);

      iii. extending the time to file a proposal by 45 days, up to and including August 19, 2026;

      iv. administratively consolidating the separate NOI proceedings of the Field Entities;

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

      vi. sealing the KERP, subject to further Order of the Court;

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

      viii. authorizing Field Canada to continue to utilize the central cash management system currently in place, as described herein, or to replace it with another substantially similar cash management system, and granting related protections to the financial institutions providing such cash management services;

ix. granting the following charges (the “**Charges**”) on the current and future assets, undertakings and properties of the Field Entities of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”), listed in order of priority:

- first, an “**Administration Charge**” in favour of the Proposal Trustee, counsel to the Proposal Trustee, the CRO, and counsel to the Field Entities up to the maximum amount of $300,000;

- second, a “**DIP Lender’s Charge**” in favour of the DIP Agent and DIP Lender up to the maximum principal amount outstanding under the DIP Term Sheet, plus interest, fees, costs and expenses;

- third, a directors’ and officers’ charge (the “**Directors’ Charge**”) in favour of the directors and officers of the Field Entities up to the maximum amount of $725,000 during the stay period, which shall be subordinated to any valid and enforceable security interests against the Field Entities in favour of Wells Capital and Wells Bank (including in respect of the debt owing under the Credit Agreement (the “**Secured Indebtedness**”)); and

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

d) provide the Proposal Trustee’s views with respect to the Order sought by the Field Entities (the “**SISP Order**”), among other things:

i. approving and authorizing the Proposal Trustee, on behalf of the Field Entities, to conduct a proposed sale and investment solicitation process for the property and/or business of the Field Entities (the “**SISP**”); and

ii. approving a binding stalking horse asset purchase agreement dated June 5, 2026 between the Field Entities, as sellers, and PAL Aerospace Ltd. (“**PAL**”) and De Havilland Aircraft of Canada Limited (“**DHC**”, and together the “**Stalking Horse Bidders**”), as purchasers, to act as the minimum bid in the SISP to which all other bids, if any, will be compared (the “**Stalking Horse Agreement**”), including the Break Fee, Expense Reimbursement, and Transaction Charge (each as defined below).

1.2 Currency

1. All currency references in this Report are to Canadian dollars unless stated otherwise.

1.3 Restrictions

1. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information prepared by the Field Entities' management, its books and records, and discussions with management. The Proposal Trustee has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Proposal Trustee expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Proposal Trustee in preparing this Report. Any party intending to rely on the financial information presented in this Report should perform its own diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

3. Certain information contained in this Report, including with respect to projected cash flows, liquidity requirements, the anticipated implementation and timing of the SISP, the completion of restructuring initiatives and other matters relating to future events and circumstances, constitutes forward-looking information. Forward-looking information is based on assumptions made by the Field Entities and considered reasonable by the Proposal Trustee in the circumstances. However, there can be no assurance that such assumptions will prove to be correct. Actual results may vary materially from those projected and such variations may be material.

4. The Cash Flow Forecast and other financial projections referred to in this Report are based on assumptions regarding future events and circumstances that may not occur as anticipated. Accordingly, the Proposal Trustee expresses no opinion or other form of assurance as to whether the forecast or projections will be achieved. Readers are cautioned that actual results will vary from the information presented and such variations may be material.

2.0 Background

1. Field Canada and Field East, each of which are corporations existing under the laws of the Province of Alberta, are owned (directly or indirectly) by Field Aerospace, Inc. (the "**Field Parent**"), an American holding company that, through its subsidiaries, is engaged in the servicing, modification and design of aircraft, among other things, in Canada and the United States. Field Canada is wholly-owned by the Field Parent, and itself wholly-owns Field East, along with Field Aviation West Ltd., an Alberta company that is

not subject to this NOI Proceeding as it has no operations, assets or liabilities. The Field Parent's Canadian business is carried on by Field Canada, as described in greater detail herein. Field Canada and Field East operate as part of an integrated enterprise – Field Canada is the primary operating entity, and Field East, which does not itself carry on any operations, is the holder of certain supplemental type certificates ("**STCs**"). The Field Parent also carries on a complementary business in the US through ASES LLC ("**ASES**"), a Delaware corporation that is wholly-owned by Field Aviation, Inc. ("**Field US**"), an Ohio corporation which is itself wholly-owned by the Field Parent.

2. Field Parent, together with its subsidiaries (collectively, the "**Field Group**") was founded in 1947. Field Canada has operated in the aviation industry for decades, initially providing maintenance services to aircraft operators engaged in aerial survey operations and, by the 1950s, establishing facilities in Calgary and Mississauga. Over time, the business expanded from maintenance into parts manufacturing and aircraft modification, including the production of airframe components for DHC aircraft and, later, the development of special mission aircraft based on Bombardier Dash 8 and Challenger platforms. Through these activities, Field Canada became recognized as an industry leader in Dash 8 modifications and delivered specialized aircraft to international customers.

3. Following the sale of its aircraft hangars in Calgary in 2014, Field Canada consolidated its principal aircraft operations in Mississauga, while its parts manufacturing business remained in Calgary until a later divestiture. As of the date hereof, Field Canada's primary operations are conducted from leased premises near Pearson International Airport in Mississauga, comprising approximately 40,000 square feet of hangar space and 32,000 square feet of office and workshop space, from which it carries on its core business activities in special mission aircraft solutions, interior reconfigurations, cargo modifications and aircraft modification kits, and avionics sales and workshop services.

4. The Field Entities operate in a highly regulated aviation environment governed by Transport Canada Civil Aviation ("**TCCA**") and the *Canadian Aviation Regulations*, (SOR/96-433), which require regulatory approval for aircraft design changes and major modifications to ensure compliance with applicable airworthiness standards. A substantial portion of the Field Entities' work depends on STCs, which are issued by TCCA to approve changes to an aircraft's original type design. Field East holds both Design Approval Organization and Approved Maintenance Organization designations, enabling it to perform an integrated range of activities including design, regulatory approval, installation, certification and maintenance of aircraft modifications. In connection with this work, the Field Entities apply for and hold several STCs, together with the related approved design data, certification rights and associated intellectual property, all of which form part of the Field Entities' Property.

5. Beginning in 2020, Field Canada experienced a sustained decline in its business and financial performance due to the combined effects of the COVID-19 pandemic, the loss of its historically profitable Calgary parts manufacturing business, operational disruption at its Mississauga facility, inability to secure significant new customer work, and increased market challenges affecting its aircraft modification programs. These pressures were further compounded by a significant increase in occupancy costs at the Mississauga premises beginning in 2021.

6. These liquidity pressures ultimately resulted in default of the Field Group's senior secured obligations under the Credit Agreement (as defined below). On April 6, 2026, Wells Bank, as administrative agent (the "**Administrative Agent**") under the Credit Agreement issued a notice of default, commenced daily account sweeps, and blocked access to the credit facility provided under the Credit Agreement. The resulting loss of access to working capital created an immediate liquidity crisis and forced the Field Entities to significantly curtail operations and temporarily lay off employees while pursuing restructuring alternatives.

7. Field Canada had 132 employees prior to this NOI Proceeding, of which 59 are unionized members of the International Association of Machinists and Aerospace Workers. On April 10, 2026, given the lack of cash flow for operating and funding employee salaries, Field Canada was forced to temporarily lay off nearly all of its employees. As of April 27, 2026, certain critical employees were recalled to facilitate the completion of the Draken Program (as discussed below). While there are no current arrears in payroll, the Proposal Trustee understands that Field Canada intends to terminate those employees that have not been recalled to work, thereby triggering certain liabilities including unpaid vacation pay, termination and severance.

8. The Field Entities have since been actively working with the Administrative Agent and Wells Capital, in its capacity as the secured lender under the Credit Agreement (in such capacity, the "**Secured Lender**"), to consider restructuring alternatives and to work to identify potential transactions. The Administrative Agent and the Secured Lender support the NOI Proceeding, the proposed DIP Facility, the Draken Accommodation Agreement, the Stalking Horse Agreement and the implementation of the SISP contemplated herein.

9. Further background on the Field Entities and the circumstances leading to the NOI Proceeding is provided in the Affidavit of John Mactaggart sworn June 6, 2026 (the "**Mactaggart Affidavit**"). Court materials filed in these proceedings are available on the Proposal Trustee's website at https://www.ksvadvisory.com/experience/case/field.

3.0 Financial Information

1. The following sections provide a summary of Field Canada's financial position as of May 31, 2026, as well as its operating result for its three fiscal years and the five-month period ending May 31, 2026.

2. Field East carries on no active operations and exists solely as the holder of certain STCs. Accordingly, it generates no revenue and incurs no operating costs in the ordinary course.

3.1 Balance Sheet

1. Field Canada's unaudited balance sheet as of March 31, 2026 is presented below.

(Unaudited) Description	Book Value ($000s)
Cash	-
Accounts receivable	2,740
Inventory	2,833
Other receivables and prepaids	4,364
Other current assets	184
Current assets	**10,121**
Fixed assets, net	1,145
Intangible assets, net	556
Deferred tax asset, net	171
Total assets	**11,993**
Accounts payable and accrued liabilities	10,167
Bank overdraft	8,103
Income tax payable	(4,408)
Deferred revenue	3,326
Other current liabilities	100
Total liabilities	**17,288**
Capital Stock	900
Retained earnings	(5,437)
Net Income	(758)
Total equity	**(5,295)**
Total liabilities & equity	**11,993**

2. The balance sheet reflects that Field Canada is insolvent on a balance sheet basis, with total liabilities of approximately $17.3 million exceeding total assets of approximately $12.0 million. As discussed further below, the Field Entities have also experienced significant liquidity constraints that ultimately resulted in the NOI Proceeding.

3.2 Income Statement

1. The table below summarizes Field Canada's operating results for fiscal years ending December 31, 2023, 2024 and 2025 and three-months ending March 31, 2026.

$000s	2026 (3 mos.) (unaudited)	2025 (unaudited)	2024 (audited)	2023 (audited)
Revenue	9,618	32,980	36,657	77,973
Cost of Sales	7,524	37,103	29,517	48,999
Gross Margin	2,094	(4,123)	7,140	28,974
Gross Margin (%)	21.7%	(12.5%)	19.5%	37.2%
Net Operating expenses	791	2,132	4,254	6,767
Gross Profit	1,303	(6,255)	2,886	22,207
Overhead-Sales & Admin.	2,112	9,146	8,401	11,932
Operating Profit	(809)	(15,401)	(5,515)	10,275
Other expenses (income)	80	105	(9,518)	564
Interest Expense	2	347	465	146
Income taxes (recovery)	(133)	(4,281)	(918)	1,176
Net income (loss)	**(758)**	**(11,572)**	**4,456**	**8,389**

2. The results in the table reflect, *inter alia*, that:

   a) revenue declined materially between fiscal 2023 and fiscal 2025, and that trend has continued into fiscal 2026, reflecting a sustained reduction in customer activity and aircraft modification work; and

   b) net income declined sharply from $8.4 million in fiscal 2023 to $4.5 million in 2024. The fiscal 2024 result is materially inflated by a non-recurring gain on the sale of assets (Calgary) and a non-recurring gain resulting from an arbitration award in connection with a dispute with a customer. Excluding these non-recurring gains, Field Canada would have reported a net loss in 2024, consistent with the underlying operational challenges that fully materialized in 2025.

3. The causes of the decline in Field Canada's financial results are detailed in the Mactaggart Affidavit.

3.3 Secured Creditors

1. The Field Entities' only material secured creditor is the Secured Lender. The Field Entities' secured obligations arise under the credit agreement (the "**Credit Agreement**") dated January 29, 2021, as amended September 20, 2021, April 28, 2022, November 14, 2022, October 5, 2023, June 20, 2024, and June 5, 2026 between: (a) the Secured Lender; (b) the Administrative Agent; (c) Field Canada and ASES, as co-borrowers; and (d) Field US, Field Parent, and Field East, as guarantors. The Credit Agreement provides that the Canadian revolving credit availability is limited to the lesser of: (i) US$6.5 million, as reduced to US$2.5 million in the Sixth Amendment and Forbearance Agreement; and (ii) the total revolving credit facility limit minus the aggregate amount outstanding under the U.S. portion of the facility. Field Canada and ASES are jointly and severally liable for all obligations to the Secured Lender and Administrative Agent arising under the Credit Agreement.

2. In connection with the Credit Agreement, Field Canada, Field Parent and ASES entered into each a Canadian and U.S. governed Guaranty and Security Agreement, each dated January 29, 2021 (together, the "**Security Agreements**"), which granted the Secured Lender a first-ranking security interest in all of their present and after-acquired property. Field East executed Joinders to the Security Agreements on June 5, 2026 (together, the "**Joinders**").

3. Counsel to the Proposal Trustee, Bennett Jones LLP, has conducted a review of the Canadian security granted by Field Canada and Field East under the Credit Agreement, and, subject to customary restrictions, assumptions, qualifications and discussions, has provided its opinion that such security constitutes valid and enforceable security in the applicable Canadian provinces, and that the necessary registrations have been made in order to perfect such security against third parties.

4. Counsel to the Field Entities have conducted searches of the Ontario Personal Property Registry aside from the registrations in favour of the Administrative Agent, the only other registration against either of the Field Entities is a registration against Field Canada which appears to be in respect of a specific motor vehicle.

5. Based on the information reviewed by the Proposal Trustee to date, the Secured Lender appears to be the only material secured creditor of the Field Entities and is expected to be the primary economic stakeholder in these proceedings. The Secured Lender has supported the commencement of the NOI Proceeding, the implementation of the SISP, execution of the Stalking Horse Agreement and the provision of DIP financing as part of a coordinated restructuring process intended to preserve and maximize value.

3.4 Unsecured Creditors

1. Field Canada's total unsecured indebtedness is approximately $10.7 million, which includes amounts owing to trade creditors, service providers, and other claimants. Field Canada also has significant contingent liabilities related to ongoing litigation, as described further in the Mactaggart Affidavit. Field East has no unsecured indebtedness.

4.0 Restructuring Framework

4.1 Overview

1. The NOI Proceeding is intended to preserve and maximize the value of the Field Entities' business through the completion of certain customer projects, implementation of the proposed SISP and completion of a restructuring transaction.

2. As mentioned above, prior to the commencement of the NOI Proceeding, the Field Entities experienced a significant liquidity crisis following the issuance of a default notice by the Administrative Agent and the commencement of daily cash sweeps under the Credit Agreement. As a result, substantially all employees were temporarily laid off and the Field Entities were forced to significantly curtail operations.

3. Despite these challenges, the Field Entities continue to possess significant going concern value, including:

   a) ongoing customer relationships;

   b) the Draken Program, which can generate substantial near-term collections;

   c) valuable intellectual property, including STCs and related aviation certifications; and

   d) the Stalking Horse Agreement.

4. The restructuring contemplated by these NOI Proceedings is supported by four interrelated components:

   a) the Sixth Amendment and Forbearance Agreement;

   b) the Draken Accommodation Agreement;

   c) the DIP Facility; and

   d) the SISP and Stalking Horse Agreement.

5. Together, these arrangements provide the liquidity and operational stability necessary to complete the Draken Program, preserve key employee and customer relationships, conduct a competitive sale process and maximize value for stakeholders.

6. The Proposal Trustee is of the view that the restructuring framework represents the best available alternative in the circumstances and provides the greatest opportunity to preserve enterprise value and maximize stakeholder recoveries.

4.2 Draken Accommodation Agreement and Data Transfer Agreement

1. Immediately prior to its commencement of the NOI Proceeding, Field Canada had two material service contracts:

    a) an Aircraft Modification Services Contract dated March 31, 2022, bearing Contract No. 21-4610, as amended by certain Contract Change Orders and Additional Work Requests (the "**Draken Contract**", and the program contemplated thereunder, the "**Draken Program**") between Field Canada and FR Aviation Limited, trading as Draken Europe ("**Draken**"); and

    b) an Aircraft Procurement & Services Agreement dated March 17, 2022 between Field Canada and United Kingdom Research and Innovation ("**UKRI**", and that contract, the "**UKRI Contract**").

2. Both of these projects are incomplete, and as a result of its liquidity issues, absent further funding, Field Canada will be unable to perform its obligations under the Draken Contract or the UKRI Contract. As discussed in greater detail below, Field Canada, Draken, the DIP Agent, the DIP Lender, and ASES have reached an agreement dated June 5, 2026 to establish a coordinated funding and operational framework to permit the continued performance of the Draken Program given that its completion only required an additional 2-3 months of work and generates meaningful value for the estate (the "**Draken Accommodation Agreement**"). The Field Entities seek approval of the Draken Accommodation Agreement.

3. With respect to the UKRI Contract, although Field Canada and UKRI have been in discussions with respect to the cessation of the program, the parties have not reached a mutually acceptable plan to address the aircraft subject to the UKRI Contract. Such program is anticipated to take 10-12 months to complete and is therefore beyond the ability of Field Canada and the scope of the NOI Proceeding. Field Canada, UKRI, the Proposal Trustee, and their respective counsel, have scheduled a meeting to discuss a resolution and next steps to take place on June 11, 2026.

4. The Draken Accommodation Agreement formalizes certain principles previously agreed to in a letter agreement between Draken and Field Canada on April 16, 2026 (the "**Draken Principles Letter**"), after Field Canada's significant liquidity issues arose. Pursuant to the Draken Principles Letter, Draken offered to fully fund Field Canada's labour, infrastructure and facility costs on a costs-plus basis to complete the Draken Program. In connection therewith, Draken provided Field Canada an initial payment of outstanding accounts receivable of approximately US$655,512, along with an upfront payment of three weeks cost of work in the amount of US$836,012, followed by weekly advances payable thereafter in the amount of US$278,671.

5. The Draken Accommodation Agreement is a cornerstone of the restructuring framework and a condition precedent to the DIP Facility. The Draken Accommodation Agreement establishes a structured funding and oversight framework to enable Field Canada to complete the Draken Program during the NOI Proceeding, and is a requirement of the DIP Term Sheet. Under the agreement, Draken-funded advances are restricted to specified permitted purposes, including wages for employees dedicated to the project, related infrastructure and facility costs (including shared services provided by ASES), and "Completion Bonuses" for designated key personnel (which bonuses are to be funded entirely by Draken, through the Proposal Trustee). Following each weekly payment, the Draken Accommodation Agreement also requires detailed reporting from Field Canada and ASES to the DIP Lender, along with evidence to Draken and the DIP Lender that the funds have been used in accordance with the permitted purposes. Finally, the Draken Accommodation Agreement provides for Draken's appointment of an on-site representative to oversee project completion and requires Field Canada to keep Draken informed of material developments and any issues affecting the Draken Program.

6. Pursuant to a separate data transfer agreement dated June 5, 2026 (the "**Data Transfer Agreement**"), Draken agreed to pay Field Canada US$800,000 for the transfer of certain intellectual property including data, designs and drawings currently held by Field Canada related to the modification of Draken's C-604 aircraft.

7. The Proposal Trustee understands that completion of the Draken Program is expected to generate value for the Field Entities' estate, preserve specialized employment and technical expertise, and enhance the marketability of the business and assets through the SISP. The Proposal Trustee further understands that absent the Draken Accommodation Agreement, the Draken Program would likely be suspended, resulting in value erosion and potential claims against the Field Entities.

8. The Proposal Trustee is of the view that the Draken Accommodation Agreement will assist Field Canada in maintaining operational continuity and preserving value for the benefit of the Field Entities' stakeholders by facilitating the completion of one of its two material service contracts, and that the Data Transfer Agreement appropriately facilitates the monetization of related intellectual property. The Proposal Trustee therefore supports the approval of the Draken Accommodation Agreement.

9. Schedule "B" to the Draken Accommodation Agreement contained a listing of employees working on the Draken Project, and the associated costs with each. The copy of the Draken Accommodation Agreement exhibited to the Mactaggart Affidavit redacted this schedule. The Field Entities have requested that the Proposal Trustee file an unredacted copy of the Draken Accommodation Agreement with this Court, subject to a sealing order. As such, an unredacted copy is attached hereto as **Confidential Appendix "A"**.

10. The Proposal Trustee supports the sealing of the unredacted Draken Accommodation Agreement on the same basis as the KERP (as set out below) – the key terms of the Draken Accommodation Agreement have been described in the motion materials, and no party will suffer material prejudice from the sealing of this information.

4.3 Forbearance

1. Pursuant to the most recent amendment to the Credit Agreement dated June 5, 2026 (the "**Sixth Amendment and Forbearance Agreement**"), subject to the condition precedents therein being satisfied including granting of the DIP Approval and Extension Order:

   a) Field Canada acknowledged its existing defaults under the Credit Agreement;

   b) the Administrative Agent and Secured Lender have agreed to forbear from enforcement until July 31, 2026, subject to compliance with the forbearance terms and absence of further defaults;

   c) during the forbearance period, the Secured Lender has agreed to continue funding the U.S. operations subject to the terms therein and pursuant to the existing U.S. revolving facility in the Credit Agreement, subject to compliance with the DIP Budget (as defined below). Funding in respect of the Canadian operations will be only pursuant to the DIP Facility (as defined below), subject to permitted availability, enhanced reporting obligations, and minimum cash flow requirements;

   d) Field Canada delivered a cash flow forecast, as attached thereto, from April 24, 2026 to July 31, 2026, and is required to provide ongoing weekly financial reporting and variance analyses (the "**DIP Budget**");

e) the Administrative Agent shall have received an amendment and forbearance fee in the amount of $200,000, which fee was fully earned as of June 5, 2026 and payable: (i) on June 5, in the amount of $75,000; and (ii) on the earlier to occur of a Restructuring Transaction or the repayment in full of the Obligations (each as defined in the DIP Term Sheet);

f) Field Canada agreed to continue to retain the CRO to oversee restructuring efforts and financial reporting; and

g) upon expiry or termination of the forbearance period, the Administrative Agent and Secured Lender may exercise enforcement remedies.

2. The Secured Lender required that Field East be added as a guarantor to further secure its obligations and accordingly, Field East executed the Joinders. As noted above, Field East holds certain STCs which are subject to the proposed Stalking Horse Agreement. The Proposal Trustee understands that the inclusion of Field East within the NOI Proceeding was considered necessary to ensure that substantially all material assets associated with the Canadian business could be marketed and sold through the SISP, thereby maximizing value for stakeholders.

3. The Sixth Amendment and Forbearance Agreement forms a critical component of the restructuring framework. Absent the forbearance granted by the Administrative Agent and the Secured Lender, the Field Entities would not have sufficient liquidity or operational stability to complete the Draken Program, implement the SISP or pursue a restructuring transaction, and the Administrative Agent would be in a position to enforce its security against Field Canada's related U.S. parties, creating distraction for shared management.

4.4 DIP Facility & DIP Lender's Charge

1. As noted above, pursuant to the Sixth Amendment and Forbearance Agreement, the Secured Lender and the Administrative Agent agreed to support this NOI Proceeding, and to provide debtor-in-possession financing to the Field Entities. The Field Entities executed the DIP Term Sheet governing the terms of that financing on June 5, 2026. The Field Entities seek approval of both the Sixth Amendment and Forbearance Agreement, as well as the DIP Term Sheet.

2. The key terms of the DIP Term Sheet are summarized below:

a) **Borrower:** Field Canada.

b) **Guarantors:** Field East, Field Parent, ASES.

c) **Type of Facility:** a revolving, creeping roll-up credit facility with multiple draw availability in the maximum principal amount of US$2.5 million, subject to the Availability (the "**DIP Facility**"). Advances under the DIP Facility shall accrue interest at the rates applicable to equivalent Canadian revolving loans under the Credit Agreement (which was increased by 2% per annum in the Sixth Amendment and Forbearance) (the "**Applicable Rate**"); any overdue interest, fees and DIP facility expenses shall accrue interest at the Applicable Rate plus a rate of 3.5% per annum.

d) **Availability:** the DIP Lender agrees to make loan advances in accordance with the maximum amounts permitted as prescribed by the Credit Agreement plus a permitted Overadvance amount of USD$4.3 million. Availability is subject to the DIP Budget.

e) **Security and Priority:** the DIP Agent and DIP Lender shall be granted the DIP Lender's Charge over the Property, with priority over all other encumbrances except for the Administration Charge.

f) **Repayment:** the repayment structure under the DIP Term Sheet is more fully described in the "Funding Structure" section below.

g) **Commitment Fee and Exit Fee:** A commitment fee and exit fee, each in the amount of US$41,250, is included, which is 1.65% of the total DIP Facility.

h) **Closing of Transaction:** the Field Entities shall close a transaction by no later than July 31, 2026.

3. For clarity, while the stated revolving commitment under the DIP Facility is US$2.5 million, availability under the DIP Term Sheet also reflects the continuation of certain overadvances permitted under the Credit Agreement. As a result, total funded indebtedness during the NOI Proceeding is forecast to peak at approximately US$5.4 million, as reflected in the Cash Flow Forecast and debt reconciliation below.

4. The DIP Term Sheet also contains certain covenants, conditions, events of default, and other terms that the Proposal Trustee views as reasonable and customary for debtor-in-possession financing agreements for insolvency proceedings in Canada.

5. The Proposal Trustee believes that the granting of the DIP Lender's Charge is reasonable and appropriate in the circumstances. As noted, the DIP Lender is the Field Entities' pre-filing senior secured lender. The DIP Lender's Charge is a requirement for the Field Entities to access the DIP Facility. The Proposal Trustee is of the view that the quantum of the DIP Lender's Charge is appropriate in the circumstances.

6. The Proposal Trustee is of the view that the DIP Facility is necessary and appropriate in the circumstances. The DIP Facility will provide the liquidity required to fund payroll, operating expenses and restructuring costs during the NOI Proceeding, while permitting the Field Entities to complete the Draken Program and conduct the SISP.

7. The DIP Facility has been negotiated with the Field Entities' existing senior secured lender, who is expected to be the primary economic stakeholder in these proceedings. The Proposal Trustee does not believe that any stakeholder will be materially prejudiced by approval of the DIP Facility or the granting of the DIP Lender's Charge.

8. Absent approval of the DIP Facility, the Field Entities would be unable to continue operations or pursue the restructuring contemplated by these NOI Proceedings. The Proposal Trustee therefore supports approval of the DIP Term Sheet, the DIP Lender's Charge and the Sixth Amendment and Forbearance Agreement.

4.5 Funding Structure

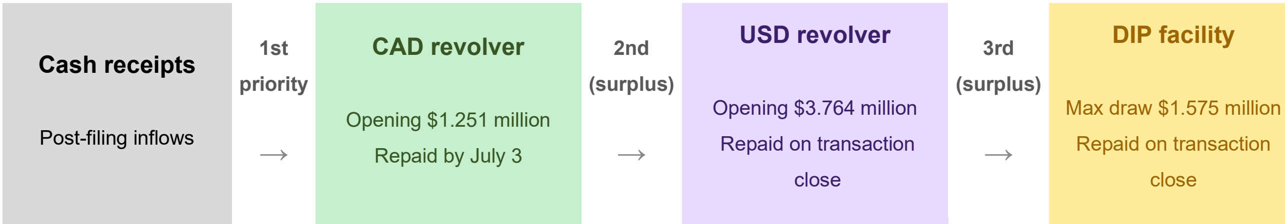
1. The restructuring contemplated by these NOI Proceedings is funded through a combination of: (a) operating receipts generated by the Field Entities; (b) customer advances and collections received pursuant to the Draken Accommodation Agreement and related arrangements; and (c) borrowings under the DIP Facility.

2. The Field Entities' liquidity requirements arise primarily from the need to fund payroll, operating expenses, professional costs associated with these NOI Proceedings and costs required to complete the Draken Program, all while the proposed SISP is conducted.

3. As discussed above, prior to the commencement of these NOI Proceedings, the Administrative Agent issued notices of default under the Credit Agreement, commenced daily cash sweeps and restricted further borrowings. As a result, the Field Entities experienced an immediate liquidity crisis and were forced to significantly curtail operations.

4. To facilitate a restructuring process, the Administrative Agent and the Secured Lender agreed to enter into the Sixth Amendment and Forbearance Agreement and provide the DIP Facility. In addition, Draken agreed to continue funding certain costs associated with the completion of the Draken Program pursuant to the Draken Accommodation Agreement.

5. The following diagram summarizes the anticipated flow of funds during the NOI Proceeding:



6. Pursuant to the DIP Term Sheet, operating receipts and other cash collections received by the Field Entities following the commencement of the NOI Proceeding are applied in the following order:

a) first, to repayment of the Canadian revolving loans outstanding under the Credit Agreement;

b) second, to repayment of the U.S. revolving loans outstanding under the Credit Agreement; and

c) third, to repayment of obligations outstanding under the DIP Facility.

7. Accordingly, although the Cash Flow Forecast contemplates borrowings under the DIP Facility during the NOI Proceeding, post-filing collections are not immediately applied to reduce the DIP Obligations. Rather, such collections are first used to reduce the outstanding balances owing under the Canadian revolving loans and U.S. revolving loans.

8. The Cash Flow Forecast contemplates that the Canadian revolving loan balance will be repaid during the NOI Proceeding and that the remaining indebtedness will be repaid upon completion of a restructuring transaction. The following table summarizes the anticipated movement in the Field Entities' funded indebtedness during the NOI Proceeding:

USD ($000s)	**Opening Balance**	**Peak Balance**	**Estimated Closing Balance**
Canadian Revolving Loans	1,251	1,251	-
U.S. Revolving Loans	3,764	4,067	-
DIP Facility	-	1,575	-
Total Debt	5,015	5,431	-

9. As reflected above, the DIP Facility is expected to provide approximately US$1.6 million of incremental liquidity during the NOI Proceeding. The DIP Facility is therefore intended to function primarily as a bridge financing facility that permits the Field Entities to maintain operations, complete the Draken Program and conduct the SISP pending the completion of a restructuring transaction.

10. The Cash Flow Forecast contemplates that the Canadian revolving loan balance will be repaid in full during the NOI Proceeding and that the remaining U.S. revolving loan balance and all obligations outstanding under the DIP Facility will be repaid from the proceeds of a restructuring transaction completed pursuant to the SISP.

11. In the Proposal Trustee's view, the funding structure contemplated by the Sixth Amendment and Forbearance Agreement, the Draken Accommodation Agreement and the DIP Facility provide the Field Entities with a reasonable opportunity to preserve enterprise value and complete a transaction for the benefit of stakeholders.

5.0 Cash Flow Forecast

1. Pursuant to subsection 50.4(2)(a) of the BIA, the Field Entities are required to prepare and file a cash flow forecast within 10 days of filing the NOIs.

2. The Field Entities' Cash Flow Forecast for the period June 6, 2026 to August 21, 2026 (the "**Period**"), together with management's report on the Cash-Flow statement as required by subsection 50.4(2)(c) of the BIA, are attached hereto as **Appendix "A"**.

3. A summary of the Cash Flow Forecast is provided below:

(Unaudited; USD$000s)	June 6, 2026 – August 21, 2026
Receipts	8,701
Disbursements	
Operating Costs	
Draken Disbursements	(1,250)
Employee Remuneration/Benefits/Insurance	(210)
Rent	(100)
KERP	(206)
Wells Fargo Commitment & Exit Fee	(42)
Restructuring Costs	
Professional Fees	(1,405)
Total Disbursements	(3,213)
Net Cash Flow	**(5,488)**

4. The Cash Flow Forecast reflects that the Field Entities are projected to require approximately US$1.6 million of incremental liquidity during the Period, which is below the maximum amount available under the DIP Facility. The Cash Flow Forecast contemplates, among other things, the continued availability of funding under the DIP Facility, the completion of the Draken Program, the implementation of the SISP and the receipt of anticipated customer collections.

5. The Cash Flow Forecast assumes that a restructuring transaction is completed on or before July 31, 2026. Consistent with the funding mechanics described in Section 4.5 of this Report, the Cash Flow Forecast contemplates the repayment of the Canadian Revolving Loans during the NOI Proceeding and the repayment of the remaining U.S. Revolving Loans and DIP Obligations upon completion of the restructuring transaction. Based on the Proposal Trustee's review of the Cash Flow Forecast, there are no material assumptions which seem unreasonable. The Proposal Trustee's Report on the Field Entities' Cash Flow Statement as required by subsection 50.4(2)(b) of the BIA is attached as **Appendix "B"**.

6.0 SISP and Stalking Horse Agreement

1. As discussed in greater detail below, the Field Entities seek approval of a stalking horse sale and investment solicitation process, through which an agreement with PAL and DHC will serve as the "stalking horse" bid while the Proposal Trustee canvasses the market for a superior transaction. The terms of the Stalking Horse Agreement, and the procedures contemplated by the SISP, are discussed in greater detail below.

6.1 Stalking Horse Agreement[2]

1. As noted above, on June 5, 2026, the Field Entities entered into an asset purchase agreement with PAL and DHC that the Field Entities seek to be approved as a "stalking horse" bid under the SISP. Pursuant to the Stalking Horse Agreement, PAL and DHC have agreed to act as bidders for substantially all of the Field Entities' assets pursuant to two separate, simultaneous transactions.

2. The key terms and conditions of the Stalking Horse Agreement are summarized below:

   a) **Sellers**: Field Canada and Field East.

   b) **Purchasers**: DHC, in respect of the DHC Purchased Assets, and PAL, in respect of the PAL Purchased Assets. The obligations of DHC and PAL are several, and not joint.

   c) **Purchase Price**: US$6.5 million in the aggregate, plus the assumption of certain assumed liabilities, comprised of:

      - DHC Purchase Price: US$3.9 million;

      - PAL Purchase Price: US$2.6 million.

[2] Capitalized terms used herein and not otherwise defined have the meanings ascribed in the Stalking Horse Agreement.

d) **Deposits**: Each of DHC and PAL have delivered a deposit to the Proposal Trustee in the amount of 10% of their portion of the cash purchase price (being US$390,000 and US$260,000, respectively).

e) **Purchased Assets**:

- DHC Purchased Assets: include certain machinery, vehicles, equipment, tooling, tangible property and accessories; certain STCs and related foreign validations; all associated intellectual property; certain inventory; all related data packages, books and records; and workbooks and documentation relating to the Water Probe STA; and

- PAL Purchased Assets: include certain machinery, vehicles, equipment, tooling, tangible property and accessories; certain STCs and related foreign validations; all associated intellectual property; certain inventory; and all related data packages, books and records.

f) **Representations and Warranties**: The Stalking Horse Agreement contemplates that the Purchased Assets shall be acquired on an "as is, where is" basis without representation or warranty by the Field Entities beyond what is in the Stalking Horse Agreement.

g) **Closing Date**: The fifth Business Day following the date on which the approval and vesting Order is granted, or such other date as agreed to in writing by the parties, in consultation with the Proposal Trustee.

h) **Termination**: The Stalking Horse Agreement may be automatically terminated prior to closing upon customary termination events, including mutual agreement of the parties, dismissal or conversion of the BIA Proceedings, failure of the Stalking Horse Agreement to be selected as the Successful Bid or Backup Bid under the SISP, closing of a superior bid transaction, or any Court Order requiring termination. Each of the parties also have various unilateral termination rights.

i) **Material Conditions**: The material conditions of closing include, among others:

<u>For the Benefit of both Parties</u>

- the SISP Order shall have been obtained and shall not have been stayed, varied, vacated, or appealed;

- the Stalking Horse Agreement shall be the Successful Bid, as determined pursuant to the SISP;

- an approval and vesting Order shall have been obtained and shall not have been stayed, varied, vacated or appealed; and

For the Benefit of the Field Entities

- the representations and warranties of DHC and PAL (in respect of their respective transactions) shall be true and correct in all respects as of closing; and

- the obligations of DHC and PAL (in respect of their respective transactions) are not subject to any financing condition.

For the Benefit of the Stalking Horse Purchasers

- the representations and warranties of the Field Entities shall be true and correct in all respects as of closing, and all covenants shall have been performed;

- all stays of proceedings and other provisions applicable in the NOI Proceeding shall have remained in effect as at the closing time, except where any such stay or other provisions are terminated or lifted or amended in a manner that is not prejudicial to the relevant Stalking Horse Bidder or that does not adversely affect such bidder's rights with respect to their respective purchased assets; and

- all Consents and Approvals from applicable Governmental Authorities shall have been obtained (provided that, in the case of TCCA, the delivery by the Field Entities to each of the Stalking Horse Bidders of transfer endorsements and transfer application forms in respect of their respective purchased STCs, duly executed by the applicable Field Entities in a form reasonably satisfactory to each of the Stalking Horse Bidders, as applicable, shall be sufficient to fulfill such condition).

j) **Simultaneous Transactions**: the DHC Transaction and the PAL Transaction are structured as separate and independent closings – neither is conditional on the other.

k) **Break Fee and Expense Reimbursement**: Subject to Court approval, if: (i) the Stalking Horse Agreement is not selected as the Successful Bid and the Field Entities complete a transaction with another successful bidder; or (ii) the Stalking Horse Agreement is selected as the Backup Bid and has not closed by the Stalking Horse Backup Bid Expiration Date, whichever is earlier, the Stalking Horse Bidders are entitled to a break fee in the aggregate amount of US$65,000 (the "**Break Fee**") (or 1% of the transaction value), allocated between them in accordance with the Stalking Horse Agreement, and reimbursement of reasonable and documented expenses up to an aggregate cap of US$195,000 (the "**Expense Reimbursement**") (or 3% of the transaction value).

3. The SISP Order contemplates the Transaction Charge in the amount of US$260,000 in favour of the Stalking Horse Bidders as security for the payment of the Break Fee and Expense Reimbursement. The Transaction Charge, if approved, would be subordinate to the Administration Charge, the DIP Lender's Charge, the Directors' Charge, and the KERP Charge (each as discussed in greater detail below), as well as any valid and enforceable security interests against the Field Entities in favour of the Secured Lender and the Administrative Agent.

6.2 Considerations Regarding the Stalking Horse Agreement and Transaction Charge

1. The Proposal Trustee has considered whether the Stalking Horse Agreement should be structured as a "stalking horse" bid under the SISP, as opposed to the Stalking Horse Bidders simply being a bidder in that process. In the Proposal Trustee's view, the stalking horse structure is superior to the alternative, including because:

   a) the Administrative Agent and Secured Lender were only willing to provide support in the NOI Proceeding (including with respect to providing the DIP Facility) if the Field Entities executed a stalking horse purchase agreement, on terms satisfactory to them;

   b) the Stalking Horse Agreement provides certainty, stability and a clearly defined transaction alternative for stakeholders while the SISP is conducted. In particular, it establishes a minimum transaction value and mitigates the risk that the SISP fails to generate a viable executable transaction;

   c) the Stalking Horse Agreement is not being approved as the "Successful Bid" at this time, but is subject to the SISP – as such, the Stalking Horse Agreement ensures a minimum bid amount is obtained, which will avoid the Field Entities' time and resources being spent on below-market offers;

   d) the existence of a binding stalking horse agreement is expected to enhance the efficiency and credibility of the SISP by providing prospective bidders with a clear benchmark transaction and reducing uncertainty regarding the minimum value expected for the Field Entities' assets;

   e) it is not unusual for a stalking horse bidder to require financial compensation in the event they are not the successful bidder. The Break Fee and Expense Reimbursement represent approximately 1% and 3%, respectively, of the aggregate purchase price, which the Proposal Trustee understands to be within the range commonly approved in Canadian insolvency proceedings (being 2.5%-5%). Attached as **Appendix "C"** is the bid protection tracker prepared by Insolvency Insider summarizing bid protections approved in a number of recent Canadian insolvency proceedings. The Proposal Trustee is of the view that the quantum of the Break Fee and Expense

Reimbursement is reasonable and within the range customarily approved by Canadian courts, and unlikely to have a chilling effect on bidding; and

f) the Proposal Trustee is of the view that the quantum and priority of the Transaction Charge is reasonable in the circumstances – notably, it will be subordinate not just to the other charges sought by the Field Entities, but also to the obligations owing to the Secured Lender, the Field Entities' material economic stakeholder.

2. In the Proposal Trustee's view, approval of the Stalking Horse Agreement, including the Break Fee, Expense Reimbursement and Transaction Charge, is reasonable in the circumstances and is in the best interests of the Field Entities' stakeholders. The Proposal Trustee believes that the benefits associated with establishing a credible floor transaction and facilitating a competitive SISP outweigh the potential costs associated with the bid protections contemplated by the Stalking Horse Agreement.

6.3 SISP[3]

1. The purpose of the SISP is to solicit offers for: (a) the sale of some or all of the Field Entities' Property; (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Field Entities; or (c) any combination thereof. The SISP is to be conducted by the Proposal Trustee with assistance from the Field Entities and CRO, and is intended to broadly canvass the market for a potential transaction superior to transactions contemplated by the Stalking Horse Agreement. A chart summarizing the key milestones is provided below:

Milestone	**Date(s)**
Distribution of Teaser Letter to potentially interested parties, preparation of NDA and VDR	Starting no later than June 12, 2026
Deadline to submit Bids (the "**Bid Deadline**")	July 13, 2026 at 5:00 p.m. (Eastern Time)
Auction (if necessary)	July 15, 2026
Selection of Successful Bid	July 14, 2026 (if no Auction) July 16, 2026 (if Auction)
Court Approval of Successful Bid	As soon as practicable and subject to Court availability, but no later than July 24, 2026
Outside Date	July 31, 2026

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

2. The SISP timeline has been developed having regard to the Field Entities' liquidity constraints, the milestones contemplated by the DIP Facility and the need to preserve the value of the business and its assets. While the timeline is expedited, the Proposal Trustee is of the view that it provides sufficient opportunity for interested parties to conduct diligence and submit bids, while balancing the Field Entities' limited liquidity and Field Canada's ongoing carrying costs. Further, given the relatively few and specific parties within the aviation industry that would have an interest in these particular assets, this is sufficient time to canvass the interest of those parties in this opportunity.

3. The Proposal Trustee has the right to modify the SISP, in consultation with the Field Entities (although the extension of any timeline may only be made with the consent of the Field Entities and the DIP Agent, acting reasonably, of if longer than 7 days, Court approval), if in its reasonable business judgment such modification will enhance the process or better achieve the objectives of the SISP, provided that the service list and all Participating Bidders are advised of any substantive modifications. Neither a Related Person (as defined in the BIA), the DIP Agent nor the DIP Lender, or any of their respective affiliates, is entitled to be a Qualified Bidder unless such party declares in writing its intention to participate in the Opportunity by 5:00 p.m. (Eastern Time) on June 18, 2026, in which case the Proposal Trustee shall design and implement additional procedures to limit the sharing of information with such party to ensure the fairness of the SISP.

4. As noted above, it is contemplated that the SISP will commence no later than June 12, 2026. The Proposal Trustee will distribute a teaser letter (the "**Teaser Letter**") describing the Opportunity and inviting recipients to express their interest pursuant to the SISP, together with a form of non-disclosure agreement ("**NDA**"), to a list of potential bidders and investors identified by the Proposal Trustee. The Proposal Trustee, with assistance from the CRO and the Field Entities, has already begun identifying strategic and financial parties that may have an interest in the Opportunity.

5. Upon executing an NDA and providing satisfactory identification and, if required, financial disclosure, a potential bidder will be designated a "**Participating Bidder**" by the Proposal Trustee, in consultation with the Field Entities and the CRO. Each Participating Bidder will be provided with access to an asset listing in respect of the Property and access to a virtual data room ("**VDR**") containing due diligence information relating to the Field Entities' Property and business.

6. Bids must be received by the Bid Deadline. As set out further below, a "**Qualified Bid**" may be selected by the Proposal Trustee as the "**Successful Bid**". To constitute a "**Qualified Bid**", a bid must, at minimum, meet the following requirements (as determined by the Proposal Trustee, in consultation with the Field Entities and the CRO):

   - in the case of a Sale Proposal, include executed transaction agreements, including a mark-up to the Stalking Horse Agreement, and in the case of an Investment Proposal, include executed transaction documents to effect the proposed transaction;

   - include full details of the intended treatment of the Field Entities' stakeholders, including secured and unsecured creditors, employees, customers, suppliers and contractual counterparties;

   - include written evidence of a firm, irrevocable financing commitment or other evidence of ability to consummate the proposed transaction, and the bid must not be subject to the outcome of unperformed due diligence, internal approvals or the need to obtain financing;

   - it is accompanied by a letter stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder, provided that if such Qualified Bidder is selected as the Successful Bidder or Backup Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

     - if selected, a Backup Bid serves as a secondary transaction option in case the Successful Bid does not close;

   - not provide for any break fee, expense reimbursement or similar type of payment to the bidder;

   - the bid must be accompanied by a non-refundable good faith cash deposit of no less than 10% of the total purchase price or investment contemplated; and

   - the bid must provide consideration at least $9,655,096, (i.e., as favourable as the sum of the purchase price under the Stalking Horse Bid, plus the Break Fee and the Expense Reimbursement payable thereunder (in each case converted to Canadian Dollars at the Bank of Canada rate as of the filing date), plus a minimum overbid of $300,000).

7. The Proposal Trustee will consider the bids received, and, in consultation with the Field Entities and the CRO, may select the Qualified Bid that it considers most favourable (with reference to certain factors described below) as the Successful Bid. The Stalking Horse Bid may be selected as the Successful Bid.

8. If one or more Qualified Bids is received, the Proposal Trustee may elect to proceed with an auction process to determine the Successful Bid(s) (the "**Auction**"). The SISP provides for detailed Auction procedures that will govern in the event of an Auction. A brief summary of the key terms of those procedures is provided below:

- only Qualified Bidders who have submitted Qualified Bids are eligible to participate in the Auction;
- forthwith upon determining to proceed with an Auction, the Proposal Trustee shall provide written notice to each party that submitted a Qualified Bid, along with copies of all Qualified Bids and a statement by the Proposal Trustee specifying which Qualified Bid is the leading bid (the "**Starting Bid**");
- prior to the Auction, the Proposal Trustee shall develop a financial comparison model (the "**Comparison Model**") which will be used to compare the Starting Bid and Subsequent Bids (as defined below);
- only representatives of the Auction Bidders, the Proposal Trustee, the Field Entities, the DIP Agent, and such other persons as permitted by the Proposal Trustee (and the advisors to each of the foregoing entities) are entitled to attend the Auction;
- the Auction shall commence at 10:00 a.m. (Eastern Time) on July 15, 2026, and the Proposal Trustee shall, in advance, have identified the Starting Bid, determined the "**Auction Bidders**" (being the parties who submitted Qualified Bids that inform the Proposal Trustee of their intention to participate); and provided the Qualified Bids to parties entitled to participate;
- bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (each, a "**Subsequent Bid**") that the Proposal Trustee, utilizing the Comparison Model, determines is (i) for the first round, a higher or otherwise better offer than the Starting Bid; and (ii) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below), in each case by at least the minimum incremental overbid of at least $150,000;
- after the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the bid (including the value and material terms thereof) that it believes to be the highest or otherwise best offer (in each round, the "**Leading Bid**");
- the Auction shall close when no further Subsequent Bids are made (and in any event within two Business Days unless extended); and

- at the conclusion of the Auction, the Proposal Trustee, in consultation with the Field Entities, shall identify the "Winning Bid" (which thereafter, if a definitive agreement is reached, shall be the Successful Bid) and, if applicable, the Backup Bid.

9. In evaluating bids, whether through an Auction or otherwise, the Proposal Trustee will have regard to the following criteria (the "**Evaluation Criteria**"): (a) the purchase price and net value, including assumed liabilities and other obligations to be performed by the Qualified Bidder; (b) the terms of the transaction documents; (c) other factors affecting the speed, certainty and value of the transaction; (d) the assets included or excluded from the bid (with preference given to en bloc offers); and (e) the likelihood and timing of consummating the transaction. For the avoidance of doubt, the Proposal Trustee is not required to select the Qualified Bid with the highest purchase price and may, exercising its reasonable business judgment, select another Qualified Bid with regard to the Evaluation Criteria.

6.4 SISP Recommendation

1. The Proposal Trustee recommends that the Court approve the SISP for the following reasons:

   a) the Proposal Trustee has reviewed the proposed SISP and, in consultation with the Field Entities and the CRO, is satisfied that it represents a fair and reasonable process designed to maximize value for stakeholders in the circumstances.

   b) the SISP provides for a broad canvassing of the market by the Proposal Trustee, which has extensive experience selling distressed assets;

   c) stalking horse sale processes are commonly used in restructuring proceedings to maximize recoveries and ensure a "floor" price is achieved, thereby increasing stability for the business;

   d) the SISP contemplates a fair, efficient and transparent marketing process for the benefit of all stakeholders, and will provide an opportunity to complete a transaction with greater value than the Stalking Horse Agreement (should one materialize);

   e) the terms of the Stalking Horse Agreement are commercially reasonable, including the proposed Break Fee and Expense Reimbursement;

   f) the duration of the SISP, including a single-phase 30-day timeline to submit a Qualified Bid, is sufficient to allow interested parties to perform diligence and submit offers, also considering the specified target market for these assets;

   g) the SISP and Stalking Horse Agreement are supported by the DIP Lender, the Field Entities' material economic stakeholder; and

h) given the Field Entities' limited liquidity, the existence of a binding stalking horse bid and the support of the DIP Lender, the Proposal Trustee believes that the proposed SISP represents the best available opportunity to maximize value and preserve the going-concern elements of the business for the benefit of stakeholders.

6.5 Stay Extension

1. The Field Entities are seeking a 45-day extension of the time required to file a proposal from July 5, 2026 (being the expiration date of the initial 30-day period) to August 19, 2026. The Proposal Trustee supports the stay extension request for the following reasons:

   a) the Field Entities are acting in good faith and with due diligence to advance a restructuring beneficial for their stakeholders;

   b) the extension will allow the Field Entities to preserve the status quo while pursuing the SISP and completing the Draken Program (as defined below), each of which will enhance the Field Entities' ability to complete a successful restructuring;

   c) based on the Cash Flow Forecast, the Field Entities are expected to have sufficient liquidity to fund their operations in the normal course during the Period; and

   d) no creditor will be materially prejudiced by the requested extension.

6.6 Consolidation

1. The Field Entities are seeking to administratively consolidate the separately filed NOIs into the single NOI Proceeding. The Proposal Trustee supports the proposed consolidation for the following reasons:

   a) Field Canada and Field East share the same ultimate ownership and management and operate as part of an integrated enterprise, through which Field Canada is the operating entity, and Field East holds valuable STCs, which are subject to the Stalking Horse Agreement;

   b) the Field Entities are each party to the Credit Agreement and share the same senior secured creditor;

   c) given their integration, the NOI filings of each of Field Canada and Field East were driven by the same facts; and

   d) consolidating into the single NOI Proceeding will facilitate an orderly administration of these proceedings, and will allow the Field Entities to seek approval of both Field Canada and Field East as part of a single transaction (as contemplated by the Stalking Horse Agreement).

6.7 Administration Charge & Directors' Charge

1. The Field Entities seek a first ranking, super-priority Administration Charge over the Property in the amount of $300,000 in favour of Proposal Trustee, counsel to the Proposal Trustee, the CRO, and counsel to the Field Entities. Each of the beneficiaries of the Administration Charge will have distinct roles in the Field Entities' restructuring. The Field Entities require the expertise, knowledge, and continued participation of the beneficiaries of the Administration Charge to complete a successful restructuring. The Proposal Trustee is of the view that the quantum of the Administration Charge is reasonable and appropriate in the circumstances, and notes that the Administration Charge is supported by the Secured Lender, the pre-filing senior secured lender to the Field Entities.

2. The Proposal Trustee therefore supports the request for the Administration Charge on the basis that it provides payment certainty for the professionals involved and allows them to effectively participate in the proceedings.

3. The Field Entities also seek the Directors' Charge over the Property in favour of its directors and officers in an amount of up to $725,000. The Directors' Charge would protect such individuals from certain post-filing director and officer obligations, to the extent not otherwise covered under Field Canada's liability insurance policy. The Directors' Charge is proposed to rank subordinate to the Administration Charge and the DIP Lender's Charge (discussed below), as well as any valid and enforceable security interests against the Field Entities in favour of Wells Capital and Wells Bank.

4. The Directors' Charge includes:

(unaudited)	**Amount ($000s)**
Payroll, including source deductions[4]	275
Vacation Pay[5]	368
Sales Tax[6]	82
Total D&O Charge	725

5. The Proposal Trustee is of the view that the quantum of the Directors' Charge is reasonable in the circumstances, and that the granting of the Directors' Charge will promote the participation of relevant directors and officers in this NOI Proceeding for the benefit of the Field Entities' stakeholders.

[4] Payroll is Bi-weekly, 1 week in arrears. This amount represents 1.5 payrolls (3 weeks) in Canada.

[5] Represents current total accrued vacation pay as of April 10, 2026 in Canada.

[6] Represents 2 months of forecast sales tax payable in Canada.

6.8 KERP & KERP Charge

1. The purpose of the KERP is to facilitate and encourage the continued participation of four (4) key personnel (the "**KERP Beneficiaries**") who are required to ensure that Field Canada's business can continue to carry on in its reduced capacity during the course of the NOI Proceedings, along with assisting in this NOI Proceeding and an ultimate sale transaction.

2. The KERP will provide the KERP Beneficiaries with a retention bonus as an incentive to continue their employment throughout the NOI Proceedings. The retention bonus represents a payment of 25% of the base salary of each KERP Beneficiary. The aggregate amount that would be payable to the KERP Beneficiaries, in accordance with the terms and conditions of the KERP, is approximately US$207,000. The KERP is separate and apart from the Completion Bonuses that will become payable by Draken under the Draken Accommodation Agreement and relate to different personnel.

3. The KERP is intended to retain the KERP Beneficiaries through the closing of a sale transaction (the "**Payment Date**"). To receive a retention bonus, a KERP Beneficiary must be actively employed by Field Canada on the Payment Date, subject to the terms of the KERP.

4. The Proposal Trustee is of the view that the KERP is reasonable and will help preserve continuity and stability during the NOI Proceeding. The Proposal Trustee understands that the KERP Beneficiaries possess specialized operational, financial, technical, regulatory and customer-related knowledge that would be difficult to replace on short notice. Further, each of the KERP Beneficiaries have additional workload given the recent reduction of employees and staff at Field Canada. The continued participation of these individuals is important to maintaining the value of the business, completing ongoing customer projects, supporting the SISP and facilitating an orderly restructuring process. The Proposal Trustee is also of the view that the KERP Charge is reasonably sized and will provide appropriate protection to the KERP Beneficiaries.

5. The Field Entities seek to seal the confidential details of the KERP. Given the sensitive and confidential nature of the information contained in the KERP, which would cause harm to the designated KERP Beneficiaries if made public, the Proposal Trustee supports the sealing request. The key terms of the KERP have been described in the motion materials, and no party will suffer material prejudice from the sealing of this information.

6.9 CRO

1. As required by the Secured Lender and the Administrative Agent as a condition to support Field Canada's restructuring, the CRO was engaged by Field Parent, on behalf of itself and its subsidiaries, on April 21, 2026. The CRO will be compensated based on hourly billing – the CRO's compensation details are set out in the engagement letter appended to the Mactaggart Affidavit. The Proposal Trustee is of the view that the CRO's proposed compensation is reasonable in the circumstances, and that the CRO has provided, and will provide, financial oversight and enhanced reporting, each of which will be helpful for continuing operations and successfully implementing the SISP. The Proposal Trustee is therefore supportive of this Court's approval of the retention of the CRO.

6.10 Cash Management

1. The Field Entities' cash management system (the "**Cash Management System**") is discussed in the above "Funding Structure" section, and is further detailed in the Mactaggart Affidavit.

2. In connection with this NOI Proceeding, the Field Entities are seeking the authority to continue to operate the Cash Management System to maintain the funding and banking arrangements already in place or, with the consent of the Proposal Trustee and DIP Lender, replace it with another substantially similar cash management system.

2. The Proposal Trustee believes that it is necessary and critical for the Field Entities to continue using their existing Cash Management System to provide uninterrupted service to its customers and is required by the Administrative Agent. A material change to the Cash Management System could cause significant disruption to operations, which is not in the interest of the Field Entities or their stakeholders.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court make the orders granting the relief sought by the Field Entities in the DIP Approval and Extension Order and the SISP Order.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
IN ITS CAPACITY AS PROPOSAL TRUSTEE
OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

Appendix "E"

Field Aviation Company Inc. and Field Aviation East Ltd. (collectively, the "Company")
Projected Weekly Cash Flow
For the 13-Week Period Ending October 9, 2026
(Unaudited; $USD)

		Forecast	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	
For the week ending	**Notes**	**17-Jul-26**	**24-Jul-26**	**31-Jul-26**	**07-Aug-26**	**14-Aug-26**	**21-Aug-26**	**28-Aug-26**	**04-Sep-26**	**11-Sep-26**	**18-Sep-26**	**25-Sep-26**	**02-Oct-26**	**09-Oct-26**	**Total**
	Note 1														
Receipts															
Accounts Receivable Collections	Note 2	-	-	-	157	-	-	-	-	-	-	-	-	-	157
Draken Receipts	Note 3	400	-	-	500	145	145	145	145	145	-	-	-	-	1,625
Stalking Horse Transaction	Note 4	-	-	6,500	-	-	-	-	-	-	-	-	-	-	6,500
Other	Note 5	-	-	-	-	270	-	-	-	-	-	-	-	-	270
Total Receipts		400	-	6,500	657	415	145	145	145	145	-	-	-	-	8,552
Disbursements															
Draken Disbursements	Note 6	154	81	141	272	144	100	151	268	88	100	125	-	-	1,625
Employee Remuneration/Benefits/Insurance	Note 7	34	0	34	-	34	-	5	-	5	-	5	-	-	117
Employee Vacation	Note 8	-	-	196	-	317	-	-	-	-	-	-	-	-	513
KERP	Note 9	-	-	-	-	140	-	-	-	-	-	-	-	-	140
Wells Fargo Commitment & Exit Fee	Note 10	-	-	42	-	-	-	-	-	-	-	-	-	-	42
Professional Fees	Note 11	266	75	270	90	90	90	50	50	50	50	50	50	50	1,231
Total Disbursements		454	156	682	362	725	190	206	318	143	150	180	50	50	3,667
Net Cash Flow - Canada		**(54)**	**(156)**	**5,818**	**295**	**(310)**	**(45)**	**(61)**	**(173)**	**2**	**(150)**	**(180)**	**(50)**	**(50)**	**4,885**
Net Cash Flow - US		**219**	**(90)**	**(397)**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(268)**
Net Cash Flow - Consolidated		**166**	**(246)**	**5,420**	**295**	**(310)**	**(45)**	**(61)**	**(173)**	**2**	**(150)**	**(180)**	**(50)**	**(50)**	**4,617**
Debt Waterfall															
1. CAD revolving loan															
Opening balance		(8)	-	-	-	-	-	-	-	-	-	-	-	-	(8)
Repayment from receipts		8	-	-	-	-	-	-	-	-	-	-	-	-	8
Closing Balance		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
2. USD Revolving Loan															
Opening balance		(3,383)	(2,772)	(2,862)	745	1,040	730	685	624	451	452	302	122	72	(3,383)
US Net Collections/(Disbursements)		219	1,092	2,862	-	-	-	-	-	-	-	-	-	-	4,173
Canada Net Collections/(Disbursements)		392	(1,182)	745	295	(310)	(45)	(61)	(173)	2	(150)	(180)	(50)	(50)	(767)
Closing USD (Loan Balance) / Bank Balance		**(2,772)**	**(2,862)**	**745**	**1,040**	**730**	**685**	**624**	**451**	**452**	**302**	**122**	**72**	**22**	**22**
3. DIP Loan															
Opening DIP Balance		(1,204)	(1,658)	(1,814)	-	-	-	-	-	-	-	-	-	-	(1,204)
Collections		-	-	2,496	-	-	-	-	-	-	-	-	-	-	2,496
Advances		(454)	(156)	(682)	-	-	-	-	-	-	-	-	-	-	(1,292)
Closing DIP Balance		**(1,658)**	**(1,814)**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total (Debt Closing Balance) / Bank Balance		**(4,429)**	**(4,676)**	**745**	**1,040**	**730**	**685**	**624**	**451**	**452**	**302**	**122**	**72**	**22**	**22**

Field Aviation Company Inc. and Field Aviation East Ltd.
Per:

John Mactaggart

John Mactaggart
CEO

July 20th 2026
Date

AlixPartners Restructuring, Inc.
Per:

Noah Goldstein
Partner and Managing Director

July 21, 2026
Date

Field Aviation Company Inc. and Field Aviation East Ltd. (collectively, the "Company")
Notes to the Projected Weekly Cash Flow
For the 13-Week Period Ending October 9, 2026
(Unaudited; $USD)

Purpose and General Assumptions

Note 1: The purpose of the projection is to present a consolidated eleven week forecast of the Company's cash flows for the period July 11, 2026 to October 9, 2026 (the "**Period**") in respect of its NOI proceedings under the *Bankruptcy and Insolvency Act* .

Field Aviation East Ltd. has no operations or employees. It maintains certain historical Supplemental Type Certificates ("**STCs**") that are registered in its name with Transport Canada Civil Aviation ("**TCCA**"). As Field East has no active operations, no cash receipts or disbursements are projected during the 13-week forecast period, resulting in $Nil net cash flows.

The cash flow projection has been prepared based on hypothetical and most probable assumptions.

Hypothetical Assumptions

Note 2: Reflects the Company's estimated collections from operations in Canada.

Note 3: Reflects payments from Draken to the Company for outstanding A/R upon execution of the principles letter, and a payment at the end of the period for the outright transfer of all Company-owned IP specific to the Draken aircraft.

Note 4: Represents funds received in connection with the proposed acquisition of certain Company assets.

Note 5: Represents other receipts to be received from sales orders placed post-filing and funds received in connection with the proposed acquisition of certain unscheduled Company Assets.

Probable Assumptions

Note 6: Reflects the cost of goods sold associated with the Draken "Operating Plan".

Note 7: Represents estimated employee costs associated with completing non-Draken projects.

Note 8: Represents earned but unpaid vacation amounts owing to employees.

Note 9: Represents the estimated Key Employee Retention Program (KERP) payments to be made available to eligible employees during the Cash Flow Forecast period, subject to court approval.

Note 10: Represents the Exit Fee in the amount of $41,500 USD, in respect of the DIP facility to be provided by Wells Fargo Bank, National Association ("**Wells Fargo**") pursuant to the terms of the DIP Facility Agreement.

Note 11: Reflects estimated professional fees incurred during the period in both Canada and the United States, including, the estimated legal fees related to Wells Fargo in connection with the DIP Facility Agreement.

Report on Cash Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the BIA

The management of Field Aviation Company Inc. and Field Aviation East Ltd. (collectively, the "Company") has developed the assumptions and prepared the attached statement of projected cash flow as of the 20th day of July 2026, consisting of a weekly cash flow statement for the period July 11, 2026 to October 9, 2026 (the "Cash Flow"). All such assumptions are disclosed in the notes to the Cash Flow.

The hypothetical and probable assumptions are suitably supported and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the Plans of the Company and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1, using a set of hypothetical and probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Cincinnati, this 20th day of July, 2026.

Field Aviation Company Inc. and Field Aviation East Ltd.

John Mactaggart

Per: John Mactaggart, CEO

Appendix “F”

Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash-flow of Field Aviation Company Inc. and Field Aviation East Ltd. (collectively, the "Company"), as of the 20th day of July, 2026, consisting of a weekly cash flow statement for the period July 11, 2026 to October 9, 2026 (the "Cash Flow"), has been prepared by the management of the Company for the purpose described in Note 1, using the probable and hypothetical assumptions set out in notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the Company. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

(a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;

(b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Company or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or

(c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated this 21st day of July, 2026.

ALIXPARTNERS RESTRUCTURING, INC.
IN ITS CAPACITY AS TRUSTEE IN THE PROPOSAL OF
FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.
AND NOT IN ITS PERSONAL CAPACITY

Per: Noah Goldstein

Appendix “G”

Court File No.: BK-26-03382861-0032

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 NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

AFFIDAVIT OF NOAH GOLDSTEIN
(Sworn July 21, 2026)

I, **NOAH GOLDSTEIN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a Partner and Managing Director of AlixPartners Restructuring, Inc.[1] ("**AlixPartners**").

2. On June 5, 2026 (the "**Filing Date**"), Field Aviation Company Inc. ("**Field Canada**") and Field Aviation East Ltd. ("**Field East**", and collectively with Field Canada, the "**Field Entities**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Section 50.4 (1) of the *Bankruptcy and Insolvency Act*. AlixPartners was appointed the proposal trustee (the "**Proposal Trustee**") in the Field Entities' proposal proceedings.

3. I have been involved in the management of this mandate since the proceedings commenced. As such, I have knowledge of the matters to which I hereinafter depose.

---

[1] Effective June 1, 2026, KSV Advisory Inc., the parent company of KSV Restructuring Inc., was acquired by an affiliate of AlixPartners Restructuring, Inc. and KSV Restructuring Inc. mandates are being performed by AlixPartners Restructuring, Inc. going forward. At the time the NOIs were filed, KSV Restructuring Inc.'s name change had not yet been approved by the Office of the Superintendent of Bankruptcy, and as such, "KSV Restructuring Inc." was appointed as Proposal Trustee – that name change has since been approved; the professionals involved remain unchanged.

4. Attached as Exhibit "A" hereto are true copies of the accounts of AlixPartners for the periods between June 1 and July 15, 2026. I confirm that these accounts accurately reflect the services provided by AlixPartners with respect to the Field Entities' NOI proceedings and the fees and disbursements claimed by it during that period.

5. Additionally, attached hereto as Exhibit "B" is a summary of the roles, hours and rates charged by members of the Proposal Trustee through July 15, 2026 who have worked on this matter. The summary includes the employees' hours and rates, and I hereby confirm that the list represents an accurate account of such information. The average hourly rate of the Proposal Trustee is $679.41.

6. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

7. I also confirm that the Proposal Trustee has not received, nor expects to receive, nor has the Proposal Trustee been promised any remuneration or consideration other than the amount claimed in the accounts.

8. This affidavit is made in support of approval of the fees and disbursements of AlixPartners as Proposal Trustee, and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, on July 21, 2026. Rajinder Kashyap, a Commissioner, etc., Province of Ontario, for AlixPartners Restructuring, Inc. Expires February 23, 2027	Noah Goldstein

This is Exhibit "A" referred to in the
Affidavit of Noah Goldstein sworn before
me, this 21st day of July, 2026

....
Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

AlixPartners

July 8, 2026

DELIVERED BY EMAIL

Field Aviation Company Inc.
Unit 125
4300 – 26 Street NE
Calgary AB, T1Y 7H7

Attention: John Mactaggart, President & CEO

Dear Mr. Mactaggart

Re: Field Aviation Company Inc. (the "Company")

Enclosed please find our invoice for services rendered for the period ending June 30, 2026 in respect of the Company's insolvency proceedings under Subsection 50.4(1) of the *Bankruptcy and Insolvency Act*.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

ALIXPARTNERS RESTRUCTURING, INC.

Per: Noah Goldstein

AlixPartners

Field Aviation Company Inc.
Unit 125
4300 – 26 Street NE
Calgary AB, T1Y 7H7

July 8, 2026

Invoice No: 5561
HST #: 818808768RT0001

Re: Field Aviation Company Inc. (the "Company")

For professional services rendered for the period ended June 30, 2026 by AlixPartners Restructuring, Inc. [1], as proposal trustee (the "**Proposal Trustee**") in respect of the Company's proceedings (the "**NOI Proceedings**") commenced on X (the "**Filing Date**") under subsection 50.4(1) of the *Bankruptcy and Insolvency Act* ("**BIA**"), including:

General

- Corresponding extensively and speaking regularly with with John Mactaggart ("**Mr. Mactaggart**"), the Company's President and Chief Executive Officer, Brian Horwitz ("**Mr. Horwitz**"), the Company's Chief Financial Officer, Jeffrey Horine from Riveron, the Company's Chief Restructuring Officer (the "**CRO**"), Thornton Grout Finnigan LLP ("**TGF**"), the Company's legal counsel and Bennett Jones LLP ("**Bennett Jones**"), the Proposal Trustee's counsel, concerning all matters related to the NOI Proceedings including preparing for the NOI Proceedings, responding to creditor inquiries and matters involving Wells Fargo Bank, National Association ("**Wells Fargo**"), the Company's senior secured lender, and Goodmans LLP ("**Goodmans**"), Wells Fargo legal counsel;

- Corresponding with TGF, Bennett Jones and Goodmans regarding the interim financing credit facility provided by Wells Fargo to fund the Company's operations during the NOI Proceedings (the "**DIP Facility**") pursuant to a binding term sheet dated as of June 5, 2025 (the "**DIP Term Sheet**");

- Corresponding with TGF and/or Bennett Jones regarding, among other things, general status updates, the Company's cash flows, tax matters, the DIP Facility, the Stalking Horse APA (as defined below) and the sale and investment solicitation process (the "**SISP**");

- Assisting the Company to file a Notice of Intention to Make a Proposal (the "**NOI**") under the BIA, including:

    - preparing all statutory documents required to file the NOI;

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Court Officer in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate from the outset remain unchanged.

- assisting the Company to prepare its initial cash flow projection (the "**Cash Flow Forecast**");
- working with the Company to prepare a creditor list; and
- preparing the statutory notice (the "**Notice**") to the Company's creditors and sending the Notice on June 11, 2026;

- Reviewing and commenting on materials prepared by TGF for the Company's motion returnable June 12, 2026 (the "**Motion**") including, among other things;
  - The Factum of the Company (the "**Factum**");
  - The Affidavit of John Mactaggart sworn June 5, 2026 (the "**Mactaggart Affidavit**"); and
  - The draft DIP Approval and Extension Order and draft Sale and Investment Solicitation Process Order (the "**Orders**", and together with the Factum and the Mactaggart Affidavit, the "**June 12th Materials**");
- Corresponding with Bennett Jones and TGF regarding the June 12th Materials;
- Preparing the First Report of the Proposal Trustee dated June 10, 2026 (the "**First Report**");
- Corresponding with Bennett Jones and TGF regarding the First Report;
- Attending at Court (Virtually) on June 12, 2026 for the Motion;
- Reviewing the endorsement of Justice Dietrich dated June 12, 2026 with respect to the Motion;

<u>The Stalking Horse APA and SISP</u>

- Corresponding extensively with TGF, Bennett Jones and Goodmans regarding an asset purchase agreement, to be entered into with De Havilland Aircraft of Canada Limited and PAL Aerospace Ltd. to act as a stalking horse bid (the "**Stalking Horse APA**") for the Company's business;
- Reviewing correspondence between TGF and Goodmans regarding the Stalking Horse APA and other matters concerning the timing of key milestones in the NOI Proceedings;
- Preparing a "teaser" setting out key information regarding the SISP;
- Corresponding extensively with the Company regarding compiling confidential information in a virtual data room ("**VDR**"), including information concerning, among things, the Company's financials, employees and operations;
- Reviewing a non-disclosure agreement (the "**NDA**") and corresponding with TGF and Bennett Jones regarding same;

- Reviewing the template form of agreement of asset purchase agreement uploaded to the VDR and corresponding with TGF regarding same;

- Compiling a list of over 35 prospective purchasers (the "**Buyers List**") and corresponding with Mr. Mactaggart regarding same;

- Corresponding with the Buyers List on June 15, 2026 in the form of an "e-blast" advertising the SISP opportunity;

- Corresponding with interested parties on a daily basis, including responding to inquiries regarding the SISP and providing SISP-related materials upon request, including the teaser and NDA;

- Reviewing NDAs submitted by interested parties and corresponding with TGF and Bennett Jones regarding proposed changes to the NDA by certain interested parties;

- Considering whether interested parties met the "Qualified Bidder" criteria, including their financial wherewithal to complete a transaction and corresponding with Bennett Jones and TGF regarding same;

- Facilitating VDR access to Qualified Bidders that signed NDAs (the "**NDA Parties**");

- Responding to questions from NDA Parties and corresponding with the Company to obtain information to respond to information requests;

<u>Cash Flow Forecast</u>

- Reviewing and commenting on several versions of the Cash Flow Forecast and discussing operational and financial matters impacting the Cash Flow Forecast, including attending calls with:

  - Riveron on June 8, 2026 to walk through the latest Cash Flow Forecast;

  - Mr. Horwitz on June 9, 2026 to update the Cash Flow Forecast;

  - Mr. Mactaggart on June 9, 2026 to walk through the updates to the Cash Flow Forecast and general mechanics; and

  - TGF and Bennett Jones on June 9, 2026 to discuss the Cash Flow Forecast;

- Corresponding with Mr. Horwitz regarding funding requests pursuant to the DIP Term Sheet and operational matters;

- Monitoring the Company's receipts and disbursements;

- Filing the Cash Flow Forecast with the Office of the Superintendent of Bankruptcy on June 17, 2026

<u>Other</u>

- Maintaining the Proposal Trustee's case website;
- Convening internal meetings; and
- To all other meetings, correspondence and other activities related to this matter not specifically detailed above.

Total fees and disbursements per attached time summary	$	83,117.21
HST		10,805.24
Total due	$	93,922.45

AlixPartners Restructuring, Inc.

Field Aviation Company Inc.

Time Summary

For the period June 1 to June 30, 2026

Personnel	Role	Rate ($)	Hours	Amount ($)
Noah Goldstein	Overall Responsibility	950	34.10	32,395.00
Dean Perlman	All aspects of the mandate	650	54.20	35,230.00
Ethan Donovan	All aspects of the mandate	550	17.20	9,460.00
Administrative and Other			19.20	5,318.00
Fees				82,403.00
Add: Out-of-Pocket Disbursements (Ascend, Postage, Photocopies, etc.)				714.21
Total Fees and Disbursements				83,117.21

AlixPartners

July 16, 2026

DELIVERED BY EMAIL

Field Aviation Company Inc.
Unit 125
4300 – 26 Street NE
Calgary AB, T1Y 7H7

Attention: John Mactaggart, President & CEO

Dear Mr. Mactaggart

Re: Field Aviation Company Inc. (the "Company")

Enclosed please find our invoice for services rendered for the period ending July 15, 2026 in respect of the Company's insolvency proceedings under Subsection 50.4(1) of the *Bankruptcy and Insolvency Act*.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

ALIXPARTNERS RESTRUCTURING, INC.

Per: Noah Goldstein

AlixPartners

Field Aviation Company Inc.
Unit 125
4300 – 26 Street NE
Calgary AB, T1Y 7H7

July 16, 2026

Invoice No: 5600
HST #: 818808768RT0001

Re: Field Aviation Company Inc. (the "Company")

For professional services rendered for the period ended July 15, 2026 by AlixPartners Restructuring, Inc. [1], as proposal trustee (the "**Proposal Trustee**") in respect of the Company's proceedings (the "**NOI Proceedings**") commenced on June 5, 2026 (the "**Filing Date**") under subsection 50.4(1) of the *Bankruptcy and Insolvency Act* ("**BIA**"), including:

General

- Corresponding extensively and speaking regularly with John Mactaggart ("**Mr. Mactaggart**"), the Company's President and Chief Executive Officer, Brian Horwitz ("**Mr. Horwitz**"), the Company's Chief Financial Officer, Jeffrey Horine from Riveron, the Company's Chief Restructuring Officer (the "**CRO**"), Thornton Grout Finnigan LLP ("**TGF**"), the Company's legal counsel and Bennett Jones LLP ("**Bennett Jones**"), the Proposal Trustee's counsel, concerning all matters related to the Company's restructuring proceeds, including its sale and investment solicitation process ("**SISP**");

- Corresponding with TGF and/or Bennett Jones regarding, among other things, general status updates, the Company's cash flows, tax matters and the SISP;

- Reviewing and commenting on materials prepared by TGF for the Company's motion returnable July 24, 2026 (the "**Sale Approval Motion**") including, among other things:

    - The draft Affidavit of John Mactaggart (the "**Mactaggart Affidavit**");

    - The draft Distribution and Extension Order and draft Approval and Vesting Order (the "Orders", and together with the Mactaggart Affidavit, the "**July 24th Materials**");

- Corresponding with Bennett Jones and TGF regarding the July 24th Materials and the upcoming Sale Approval Motion;

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Court Officer in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate from the outset remain unchanged.

SISP

- Corresponding with interested parties daily, including responding to inquiries regarding the SISP and providing SISP-related materials upon request, including the teaser and NDA;

- Considering whether interested parties met the "Qualified Bidder" criteria, including their financial wherewithal to complete a transaction and corresponding with Bennett Jones and TGF regarding same;

- Facilitating VDR access to Qualified Bidders that signed NDAs (the "**NDA Parties**");

- Responding to questions from NDA Parties and corresponding with the Company to obtain information to respond to information requests;

- Reviewing bids received by July 13, 2026 at 5:00pm EST according to the SISP milestones (the "**Bid Deadline**") and preparing a summary of bids regarding same (the "**Bid Summary**");

- Attending a call on July 14, 2026 with TGF, Bennett Jones and the Company to walkthrough the Bid Summary and next steps in the SISP;

- Corresponding with Wells Fargo Bank, National Association ("**Wells Fargo"),** the Company's senior secured lender, and Goodmans LLP ("**Goodmans**"), Wells Fargo counsel on the outcome of the SISP and providing the Bid Summary;

- Attending a call on July 14 with a participating bidder to discuss a bill of sale for assets bid on outside the stalking horse perimeter;

Cash Flow Forecast

- Corresponding extensively with the Company regarding its weekly cash flow forecast and the underlying assumptions (the "**Forecast**");

- Attending calls on July 13 and 14, 2026 with the TGF, Bennett Jones, Mr. Horwitz and Mr. Mactaggart regarding the Forecast and expected draws under the debtor-in-possession financing facilities;

- Preparing a transaction waterfall based on the Forecast and corresponding with Wells Fargo, Goodmans, TGF, Bennett Jones and the Company regarding same;

- Monitoring the Company's receipts and disbursements;

Other

- Maintaining the Proposal Trustee's case website;

- Convening internal meetings; and

AlixPartners

- To all other meetings, correspondence and other activities related to this matter not specifically detailed above.

Total fees and disbursements per attached time summary	$	39,941.25
HST		5,192.36
Total due	$	45,133.61

AlixPartners Restructuring, Inc.

Field Aviation Company Inc.

Time Summary

For the period July 1 to July 15, 2026

Personnel	Role	Rate ($)	Hours	Amount ($)
Noah Goldstein	Overall Responsibility	950	18.25	17,337.50
Dean Perlman	All aspects of the mandate	650	26.40	17,160.00
Ethan Donovan	All aspects of the mandate	550	9.00	4,950.00
Administrative and Other			1.75	493.75
Total Fees				39,941.25

This is Exhibit "B" referred to in the
Affidavit of Noah Goldstein sworn before
me, this 21st day of July, 2026

....

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

Field Aviation Company Inc. and Field Aviation East Ltd.
Schedule of Professionals' Time and Rates
For the Period from June 1 to July 15, 2026

Personnel	Title	Duties	Hours	Billing Rate ($ per hour)	Amount ($)
Noah Goldstein	Partner and Managing Director	Overall responsibility	52.35	950	49,732.50
Dean Perlman	Senior Vice President	All aspects of mandate	80.60	650	52,390.00
Ethan Donovan	Analyst	All aspects of mandate	26.20	550	14,410.00
Other staff and administrative			20.95	250 - 285	5,811.75
Total fees			180.10		122,344.25

Total hours	180.10
Average hourly rate	$ 679.31

Appendix “H”

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.

FEE AFFIDAVIT
(Sworn July 21, 2026)

I, Mike Shakra, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a partner at the law firm of Bennett Jones LLP ("**Bennett Jones**"), counsel for AlixPartners Restructuring, Inc., in its capacity as the proposal trustee (in such capacity, the "**Proposal Trustee**") of Field Aviation Company Inc. and Field Aviation East Ltd. in their proceeding under the *Bankruptcy and Insolvency Act* (RSC 1985, c B-3) (the "**NOI Proceeding**"). As such, I have personal knowledge of the matters to which I hereinafter depose in this affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.

2. Attached hereto as **Exhibit "A"** are copies of the Statements of Account rendered by Bennett Jones in connection with its role as counsel to the Proposal Trustee for the period between

June 1, 2026 and July 15, 2026. These Statements of Account have been redacted to address matters of confidentiality or privilege.

3. Attached hereto as **Exhibit "B"** is a table summarizing the aforementioned Statements of Account for the fees, disbursements and other costs incurred by Bennett Jones in connection with the NOI Proceeding for the period between June 1, 2026 to July 15, 2026.

4. Attached hereto as **Exhibit "C"** is a table detailing, among other things, the hourly rates and the time expended by the various professionals at Bennett Jones who have worked on this matter for the period between June 1, 2026 to July 15, 2026.

5. The total legal fees (exclusive of disbursements, other costs, and general and harmonized sales taxes) billed by Bennett Jones for the aforementioned accounts to July 15, 2026, in connection with its role as counsel to the Proposal Trustee, are $125,149.50. To the best of my knowledge, the rates charged by Bennett Jones are comparable to the rates charged for the provision of services of a similar nature and complexity by other large legal firms in the Toronto market.

6. This Affidavit is made in support of approval of the fees, disbursements and other costs of Bennett Jones as counsel to the Proposal Trustee, and for no other or improper purpose.

SWORN REMOTELY by Mike Shakra 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 21, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.	
THOMAS GRAY Commissioner for Taking Affidavits (or as may be)	**MIKE SHAKRA**

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF MIKE SHAKRA,
SWORN BEFORE ME THIS 21ST DAY OF JULY, 2026

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

AlixPartners Restructuring, Inc.
220 Bay Street, 13th Floor
P.O. Box 20
TORONTO, ON M5J 2W4

Attention: **Noah Goldstein**
Managing Director

Re: Field Aviation
Our File Number: 074735.00069

Date: July 6, 2026
Invoice: 1700324

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	93,098.00
Disbursements	$	342.90
Other Charges	$	60.00
Total Due before Tax	$	93,500.90
GST/HST	$	12,155.12
Total Due in CAD	$	**105,656.02**

Date	Name	Description	Hours
01/06/26	Thomas Gray	Working on draft Report; Internal discussions regarding file and reviewing correspondence regarding stalking horse and SISP	3.20
01/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing services list; Reviewing directors' resolution in respect of credit agreement amendments; Considering credit agreement amendment in context of security opinion; Participating in multiple update calls	2.30
02/06/26	Thomas Gray	Continuing to work on draft Report; Reviewing revisions to Court materials	1.40
02/06/26	Fatima Kawar	Call with M. Shakra regarding Field East; Attending to email correspondence; Email exchanges with TGF; Reviewing joinder documents; Reviewing searches; Revising security opinion accordingly; Discussion with D. Sorbara regarding security review	4.10
02/06/26	Dom Sorbara	Discussing new guarantor with M. Shakra; Discussing draft security opinion with F. Kawar; Reviewing revised draft security opinion and corresponding with F. Kawar regarding same	0.80
02/06/26	Olivia D'Innocenzo	Conducting Alberta corporate and security searches and Ontario PPSA searches; Reviewing results and preparing summary reports; Circulating same to F. Kawar	1.40
02/06/26	Mike Shakra	Reviewing and responding to file-related emails; Finalizing security opinion; Reviewing and revising SISP order; Considering issues in respect of filing and KERP [redacted]	2.20
03/06/26	Fatima Kawar	Revising security opinion per M. Shakra comments; Email exchanges regarding security opinion	0.30
03/06/26	Thomas Gray	Continuing to work on draft Report; Reviewing revisions to Court materials; Correspondence regarding file; Attending call regarding APA	0.90
03/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing revisions to APA and participating in multiple internal and external calls regarding same; Reviewing revised Draken agreement	2.20
04/06/26	Thomas Gray	Reviewing multiple turns of Orders and APA and	4.00

Date	Name	Description	Hours
		correspondence regarding same; Drafting report and ciruclating internally	
04/06/26	Fatima Kawar	Reviewing revised searches and preparing schedules to security opinion	0.40
04/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising KERP letter; Reviewing and revising court materials; Reviewing and revising APA; Participating in multiple update calls	3.00
05/06/26	Thomas Gray	Reviewing Court materials; Revising draft Report	2.20
05/06/26	Fatima Kawar	Reviewing final executed documents; Reviewing additional searches; Finalizing opinion and compiling same; Email exchanges with M. Shakra regarding same	1.60
05/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising notice of motion; Participating in multiple update calls regarding filing; Reviewing revised DIP; Reviewing revised security opinion and circulating same to KSV; Considering issues in respect of deposit	4.00
05/06/26	Olivia D'Innocenzo	Reviewing Alberta litigation results and updating summary report; Circulating same to F. Kawar	0.50
06/06/26	Thomas Gray	Revising Report; Emails regarding file	0.60
06/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising report; Reviewing revised affidavit; Reviewing revised filing documents	3.00
07/06/26	Thomas Gray	Emails regarding file; Reviewing edits to Report	0.30
07/06/26	Mike Shakra	Reviewing Alix comments on report	0.40
08/06/26	Thomas Gray	Reviewing and revising Report; Reviewing Court materials; Emails and discussions regarding file	2.90
08/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing updated service list; Reviewing and revising report; Participating in multiple internal and company update discussions; Coordinating payment of deposit	3.20
09/06/26	Thomas Gray	Reviewing and multiple rounds of revisions to draft Report; Emails and discussions regarding file; Reviewing and commenting on draft factum	4.00

Date	Name	Description	Hours
09/06/26	Mike Shakra	Reviewing and revising report; Participating in multiple update calls; Reviewing and revising factum; Considering KERP tax issues and discussing same with internal team	4.00
09/06/26	Hennadiy Kutsenko	Discussing tax issues with M. Shakra and considering same	0.50
10/06/26	Thomas Gray	Email correspondence on file	0.30
10/06/26	Shawn Kirkman	Drafting certificate of service; Attending to Case Center matters	0.50
10/06/26	Mike Shakra	Reviewing and responding to file-related emails; Participating in multiple update call with counsel to the company and AlixPartners; Participating in call to discuss employee amounts and considering issues in respect of same; Reviewing teaser; Reviewing revised factum; Finalizing report and serving same	4.70
10/06/26	Hennadiy Kutsenko	Reviewing client documents and considering tax issues	1.00
11/06/26	Shawn Kirkman	Drafting correspondence to Court regarding confidential appendix; Attending to filing of report	0.90
11/06/26	Thomas Gray	Reviewing correspondence and final materials served	0.50
11/06/26	Mike Shakra	Reviewing and responding to file-related emails; Preparing for hearing; Participating in multiple update calls regarding [redacted] Considering various issues in connection with KERP and vacation pay; Participating in call with the union; Participating in UKRI call	4.50
12/06/26	Thomas Gray	Emails regarding various issues on file	0.40
12/06/26	Mike Shakra	Reviewing and responding to file-related emails; Preparing for and participating in hearing; Reviewing revised orders; Reviewing endorsement and issued orders; Considering additional issues in respect of KERP and teaser; Considering additional issues in respect of NDA	4.30
15/06/26	Thomas Gray	Emails regarding file	0.20
15/06/26	Mike Shakra	Reviewing and responding to file-related emails;	1.50

Date	Name	Description	Hours
		Considering issues in respect of SISP and SISP NDA	
16/06/26	Thomas Gray	Emails regarding file	0.20
16/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising UKRI bill of sale and asset release agreement; Reviewing and revising NDA; Participating in call to discuss KERP issues	2.20
17/06/26	Mike Shakra	Reviewing and responding to file-related emails; Participating in multiple discussions regarding KERP; Reviewing and revising NDA	1.80
18/06/26	Thomas Gray	Emails regarding file	0.20
18/06/26	Mike Shakra	Reviewing and responding to file-related emails	0.40
19/06/26	Mike Shakra	Reviewing and responding to file-related emails; Considering issues in respect of NDA; Participating in call with counsel to unsecured creditor	0.70
22/06/26	Thomas Gray	Reviewing correspondence on file	0.20
23/06/26	Thomas Gray	Emails regarding file	0.10
23/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising NDA; Reviewing revisions to Drakken agreement	1.00
24/06/26	Thomas Gray	Emails regarding UKRI agreement	0.20
24/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising NDA; Considering issues in connection with SISP	0.80
25/06/26	Thomas Gray	Reviewing UKRI correspondence	0.20
25/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising NDA; Participating in discussion with potential SISP purchaser	1.00
26/06/26	Thomas Gray	Emails regarding file	0.30
26/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising NDA; Considering issues regarding Draken agreement	0.80
27/06/26	Mike Shakra	Reviewing and responding to file-related emails; Considering issues in respect of SISP; Reviewing	1.50

Date	Name	Description	Hours
		and revising NDA; Reviewing revisions to Draken agreement	
29/06/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing revised data transfer agreement and considering issues in respect of same; Considering auction issues	0.80
30/06/26	Thomas Gray	Reviewing data transfer correspondence	0.20
30/06/26	Mike Shakra	Reviewing and responding to file-related emails; Considering issues in respect of SISP	0.70

Total Hours		85.50
Total Professional Services	$	93,098.00

Name	Hours		Rate
Dom Sorbara	0.80	$	1,020.00
Mike Shakra	51.00	$	1,275.00
Thomas Gray	22.50	$	820.00
Fatima Kawar	6.40	$	850.00
Shawn Kirkman	1.40	$	580.00
Olivia D'Innocenzo	1.90	$	575.00
Hennadiy Kutsenko	1.50	$	975.00

Disbursements		Amount
Search and Service	$	100.00
Online Government Service	$	242.90
Total Disbursements	$	342.90

Other Charges		Amount
Court Filing Delivery	$	60.00
Total Other Charges	$	60.00
GST/HST	$	12,155.12
Total Due	$	105,656.02

Bennett Jones

AlixPartners Restructuring, Inc.
220 Bay Street, 13th Floor
P.O. Box 20
TORONTO, ON M5J 2W4

Attention: **Noah Goldstein**
Managing Director

Re: Field Aviation
Our File Number: 074735.00069

Date: July 6, 2026
Invoice: 1700324

Remittance Statement

Professional Services	$	93,098.00
Disbursements	$	342.90
Other Charges	$	60.00
Total Due before Tax	$	93,500.90
GST/HST	$	12,155.12
Total Due in CAD	$	**105,656.02**

Payment Options

Electronic Funds Transfer (EFT)

Legal Name: Bennett Jones LLP
Banking Information: Royal Bank of Canada
Bank: 003
Transit: 00009
CAD Account: 1725811
USD Account: 4005534

Interac e-Transfer

Email: bennettjoneseft@bennettjones.com
CAD only, no password required

Visa/Mastercard/American Express

Payment via our secured credit card payment portal go to:
https://www.bennettjones.com/Payments

Wire Transfer

Beneficiary: Bennett Jones LLP
Beneficiary Address: 4500, 855 - 2nd Street SW
Calgary, AB T2P 4K7 Canada
Beneficiary Bank: Royal Bank of Canada
Bank Address: 339 – 8th Avenue SW
Calgary, AB T2P 1C4 Canada

Account Details: Bank 003, Transit 00009
Bank SWIFT Code: ROYCCAT2
Routing Code: 000300009
Beneficiary Account #: CAD Acct 000091725811
USD Acct 000094005534

Remit by Cheque

Attn: Accounts Receivable
Bankers Hall East, Suite 4500, 855 - 2 Street SW
Calgary, AB T2P 4K7

To ensure proper application of electronic payments, please include invoice number(s) in details section or email bennettjoneseft@bennettjones.com and provide your client name and invoice number.

If required, when wiring funds from the USA see intermediary banking information below:

Intermediary Bank: JP Morgan Chase Bank New York
Intermediary Swift Code: CHASUS33
Intermediary ABA Routing Code: 021000021

For AR inquiries please email AR@bennettjones.com

Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

AlixPartners Restructuring, Inc.
220 Bay Street, 13th Floor
P.O. Box 20
TORONTO, ON M5J 2W4

Attention: **Noah Goldstein**
Managing Director

Re: Field Aviation
Our File Number: 074735.00069

Date: July 16, 2026
Invoice: 1703509

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	32,051.50
Total Due before Tax	$	32,051.50
GST/HST	$	4,166.70
Total Due in CAD	$	**36,218.20**

Date	Name	Description	Hours
02/07/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing [redacted] Participating in call with bidder and reviewing various diligence questions in respect of same	1.50
03/07/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing bid questions; Considering issues in respect of UKRI	1.00
06/07/26	Thomas Gray	Discussing next steps with M. Shakra; Emails regarding file	0.30
06/07/26	Mike Shakra	Reviewing and responding to file-related emails; Considering issues in respect of bids; Considering issues in respect of UKRI; Participating in multiple update calls with Alix	1.40
07/07/26	Thomas Gray	Correspondence regarding file; Working on draft Report	1.60
07/07/26	Mike Shakra	Reviewing and responding to file-related emails; Considering questions in respect of bids; Considering issues in respect of [redacted]; Coordinating execution of UKRI documents	1.50
08/07/26	Thomas Gray	Working on draft report; Revisions to service list; Emails with counsel to company	0.70
08/07/26	Mike Shakra	Reviewing and responding to file-related emails; Preparing for and participating in call with bidder; Reviewing bidder follow-up questions	1.20
09/07/26	Thomas Gray	Emails with TGF	0.20
09/07/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing bidder inquiries and responses to same; Participating in call with bidder counsel	1.70
10/07/26	Thomas Gray	Reviewing closing agenda; Emails regarding file	0.30
10/07/26	Mike Shakra	Reviewing and responding to file-related emails; Considering issues in respect of bids; Reviewing closing agenda	1.80
13/07/26	Thomas Gray	Call with client and TGF; Discussions internally regarding relief; Reviewing bid details; Reviewing invoices	1.70
13/07/26	Mike Shakra	Reviewing and responding to file-related emails;	2.80

Date	Name	Description	Hours
		Participating in call to discuss motion relief and releases; Considering issues in respect of [redacted]; Reviewing bid summary and editing same; Notifying successful bidders	
14/07/26	Thomas Gray	Call with company and counsel; Internal discussions regarding motion; Reviewing and commenting on Orders and considering release language; Reviewing affidavit	2.80
14/07/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing bid-related issues; Reviewing and revising orders; Participating in call to discuss wage and cash flow issues	3.00
15/07/26	Thomas Gray	Reviewing and commenting on affidavit; Reviewing Orders and agreements; Working on draft Report	2.10
15/07/26	Mike Shakra	Reviewing and responding to file-related emails; Reviewing and revising affidavit; Reviewing and revising bill of sale; Considering [redacted]; Participating in multiple calls regarding transactions and relief	3.00

Total Hours		28.60
Total Professional Services	$	32,051.50

Name	Hours		Rate
Mike Shakra	18.90	$	1,275.00
Thomas Gray	9.70	$	820.00

GST/HST	$	4,166.70
Total Due	$	36,218.20

Bennett Jones

AlixPartners Restructuring, Inc.
220 Bay Street, 13th Floor
P.O. Box 20
TORONTO, ON M5J 2W4

Attention: **Noah Goldstein**
Managing Director

Re: Field Aviation
Our File Number: 074735.00069

Date: July 16, 2026
Invoice: 1703509

Remittance Statement

Professional Services	$	32,051.50
Total Due before Tax	$	32,051.50
GST/HST	$	4,166.70
Total Due in CAD	$	**36,218.20**

Payment Options

Electronic Funds Transfer (EFT)
Legal Name: Bennett Jones LLP
Banking Information: Royal Bank of Canada
Bank: 003
Transit: 00009
CAD Account: 1725811
USD Account: 4005534

Interac e-Transfer
Email: bennettjoneseft@bennettjones.com
CAD only, no password required

Visa/Mastercard/American Express
Payment via our secured credit card payment portal go to:
https://www.bennettjones.com/Payments

Wire Transfer
Beneficiary: Bennett Jones LLP
Beneficiary Address: 4500, 855 - 2nd Street SW
Calgary, AB T2P 4K7 Canada
Beneficiary Bank: Royal Bank of Canada
Bank Address: 339 – 8th Avenue SW
Calgary, AB T2P 1C4 Canada

Account Details: Bank 003, Transit 00009
Bank SWIFT Code: ROYCCAT2
Routing Code: 000300009
Beneficiary Account #: CAD Acct 000091725811
USD Acct 000094005534

Remit by Cheque
Attn: Accounts Receivable
Bankers Hall East, Suite 4500, 855 - 2 Street SW
Calgary, AB T2P 4K7

To ensure proper application of electronic payments, please include invoice number(s) in details section or email bennettjoneseft@bennettjones.com and provide your client name and invoice number.

If required, when wiring funds from the USA see intermediary banking information below:
Intermediary Bank: JP Morgan Chase Bank New York
Intermediary Swift Code: CHASUS33
Intermediary ABA Routing Code: 021000021

For AR inquiries please email AR@bennettjones.com

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF MIKE SHAKRA,
SWORN BEFORE ME THIS 21ST DAY OF JULY, 2026

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Invoice #	Period Ended	Date of Account	Fees	Disbursements	GST/HST	Total
Invoice # 1	June 30, 2026	July 6, 2026	$93,098.00	$402.90	$12,155.12	$105,656.02
Invoice # 2	July 15, 2026	July 16, 2026	$32,051.50	$0.00	$4,166.70	$36,218.20
Total			**$125,149.50**	**$402.90**	**$16,321.82**	**$141,874.22**

THIS IS **EXHIBIT "C"** REFERRED TO IN
THE AFFIDAVIT OF MIKE SHAKRA,
SWORN BEFORE ME THIS 21ST DAY OF JULY, 2026.

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Timekeeper	Year of Call	Hourly Rate	Total Hours	Total Fees
M. Shakra	2013	$1,275.00	69.90	$89,122.50
D. Sorbara	2014	$1,020.00	0.80	$816.00
H. Kutsenko	2015	$975.00	1.50	$1,462.50
F. Kawar	2020	$850.00	6.40	$5,440.00
T. Gray	2021	$820.00	32.20	$26,404.00
S. Kirkman	2025	$580.00	1.40	$812.00
O. D'Innocenzo	Paralegal	$575.00	1.90	$1,092.50
Total			**114.10**	**$125,149.50**

Average hourly rate = $1,096.84[1]

[1] Exclusive of applicable general and harmonized sales taxes.

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

Fee Affidavit
(Sworn July 21, 2026)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto ON M5X 1A4

Mike Shakra (LSO# 64604K)
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Email: shakram@bennettjones.com

Thomas Gray (LSO# 82473H)
Tel: (416) 777-7924
Email: grayt@bennettjones.com

Lawyers for the Proposal Trustee

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

Second Report of the Proposal Trustee
(July 22, 2026)

BENNETT JONES LLP
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Lawyers for the Proposal Trustee