AMENDING AGREEMENT

AMENDING AGREEMENT dated June 20, 2006 between **AIRIQ INC.** (the "**Borrower**") and **FUND 321 LIMITED PARTNERSHIP,** carrying on business as **WELLINGTON FINANCIAL FUND II** (the "**Lender**").

RECITALS:

(a) The Lender has agreed to make a certain credit facility available to the Borrower upon the terms and conditions contained in an amended and restated credit agreement dated April 5, 2006, originally entered into between the Borrower and Royal Bank of Canada, and subsequently assigned to the Lender, as amended by a side letter (the "**Side Letter**") between the Borrower and the Lender dated May 19, 2006 (the "**Loan Agreement**"); and

(b) The Lender and the Borrower have agreed to amend the Loan Agreement on the terms and conditions set forth in this amending agreement.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this amending agreement and not otherwise defined have the meanings specified in the Loan Agreement.

Section 2 Amendments to Schedule "A" of the Loan Agreement.

Schedule "A" of the Loan Agreement is amended effective as of this date as follows:

(a) After the definition of "**Acceptance Date**" and before the definition of "**Aircept Acquisition Agreement**" in Schedule "A" of the Loan Agreement, the following definition is added:

""**Affiliate**" means, with respect to any party hereto, any Person which, directly or indirectly, (i) owns or Controls such party, (ii) is owned or Controlled by such party, or (iii) is under common ownership or Control with such party."

(b) After the definition of "**Confirmation Agreement**" and before the definition of "**Credit Documents**" in Schedule "A" of the Loan Agreement, the following definition is added:

""**Control**" means (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of (A) voting securities of the Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of the Person and which are sufficient, if exercised, to elect a majority of its board of directors, or (B) securities representing greater than fifty percent (50%) of the economic value of the Person, (ii) in relation to a Person that is a partnership, limited partnership, trust or other similar entity, the ownership, directly or indirectly, of (A) voting securities of such Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of the Person or (B) securities representing greater than fifty percent (50%) of the economic value of the Person, and (iii) for any other Person, the ownership of securities or other interests entitling the holder to exercise direction over the activities of the Person (and "Controls", "Controlling" and "Controlled" shall be construed accordingly)."

(c) The definition of **"Final Repayment Date"** in Schedule "A" of the Loan Agreement is deleted and the following is substituted:

""**Final Repayment Date**" means June 20, 2008;"

(d) After the definition of **"Disposition"** and before the definition of **"Earn-Out Payees"** in Schedule "A" of the Loan Agreement, the following definition is added:

""Domestic Countries Persons" means Persons whose chief operating activities are located in the United States or Canada and are customers of the Borrower;"

(e) The definition of "**EBITDA**" in Schedule "A" of the Loan Agreement is hereby amended by adding the following immediately at the end of the definition:

", all as calculated in a manner consistent with the Borrower's past practices."

(f) After the definition of **"GAAP"** and before the definition of **"Governmental Entity"** in Schedule "A" of the Loan Agreement, the following definitions are added:

““**Good Accounts Receivable”** means accounts receivable of the Borrower, AirIQ U.S., Inc., and AirIQ Marine, Inc., calculated on a consolidated basis, excluding (i) any account which is outstanding more than 90 days after the billing date, provided that such account may be included where the Lender has designated in writing such account as nevertheless good; (ii) all amounts due from any Affiliate; (iii) bad or doubtful accounts as determined by the Borrower; (iv) accounts subject to a security interest or other encumbrance ranking or capable of ranking in priority to the Lender’s security; or (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of the account debtor;

“Good Domestic Accounts Receivable” means Good Accounts Receivable owing by Domestic Countries Persons;”

(g) After the definition of **“Person”** and before the definition of **“Purchase Money Mortgage”** in Schedule “A” of the Loan Agreement, the following definition is added:

““**Potential Prior-Ranking Claims”** means all amounts owing or required to be paid, where the failure to pay such amount could give rise to a claim pursuant to any Applicable Law or otherwise, which ranks or is capable of ranking in priority to the Lender’s security or otherwise in priority to any claim by the Lender for repayment of any amounts owing under this Agreement;”

Section 3 Amendment to Section 5 of the Loan Agreement.

Section 5 of the Loan Agreement is hereby deleted in its entirety and replaced by the following:

“Subject to the notice period specified in Schedule “B”, the Credit Facility shall revolve with operating requirements and the Borrower may borrow, convert, repay and reborrow in a minimum principal amount of $100,000 or an integral multiple of $100,000 at any time, on the terms and subject to the conditions of this Agreement, during the period between the date hereof and the Final Repayment Date (the “**Commitment Period**”), provided that the aggregate Borrowings outstanding under the Credit Facility shall not at any time exceed the lesser of the following:

(a) $5,000,000; and

(b) [redacted]% (the “**Margin Rate**”) of the Good Domestic Accounts Receivable, less any Potential Prior-Ranking Claims (the “**Borrowing Limit**”); provided, however, that the Margin Rate may be amended to [redacted]% if the Borrower has achieved, on a consolidated basis, EBITDA (in accordance with GAAP) in an amount that is not less than $100,000 for the preceding fiscal month. For greater certainty, if the Borrower has not achieved, on a consolidated basis, EBITDA (in accordance with GAAP) in an amount that is not less than $100,000 for the preceding fiscal month, the Margin Rate shall equal [redacted]%."

Section 4 Amendment to Section 6 of the Loan Agreement.

Section 6 of the Loan Agreement is hereby deleted in its entirety.

Section 5 Amendment to Section 8 of the Loan Agreement.

Section 8 of the Loan Agreement is hereby amended as follows:

(a) the table at Section 8(a) of the Loan Agreement is deleted in its entirety and replaced with the following;

Applicable Period	**RBP Loans and RBUSBR Loans**
June 20, 2006 to June 20, 2008	300

(b) Section 8(b) is deleted in its entirety and replaced by the following:

"**Revolving and Monitoring Fee**. An administration fee of $1,000 is payable monthly in arrears by the Borrower to the Lender at the end of each month."

Section 6 Amendment to Section 9 of the Loan Agreement.

Section 9(c) of the Loan Agreement is hereby deleted in its entirety and replaced by the following:

"**Payments Upon Default**. Upon the occurrence of any Default, Event of Default or overdue payment and thereafter to the date the Default, Event of Default or overdue payment is remedied or waived, interest shall be calculated on the principal amount outstanding and all other amounts now and hereafter payable under this Agreement (including accrued and unpaid interest) at the rate of (i) in respect of RBP Loans, RBP plus the Applicable Margin plus [redacted]% per annum; and (ii) in respect of RBUSBR Loans, RBUSBR plus the Applicable Margin plus [redacted]%."

Section 7 Amendment to Section 16 of the Loan Agreement.

(a) Section 16(c) of the Loan Agreement is hereby amended by adding the following immediately at the end of Section 16(c):

> "as well as a borrowing limit certificate, substantially in the form of Schedule "E" (a "**Borrowing Limit Certificate**"), certifying the borrowing limit."

(b) Section 16(g) of the Loan Agreement is hereby amended by adding the following immediately at the end of Section 16(g):

> ", provided, except in circumstances in which such advance delivery would breach Applicable Law or in which such advance delivery cannot be made without breaching Applicable Law, that any press release that refers to or mentions the Lender shall be delivered to the Lender one day prior to its release or such other prior period of time such that the advance delivery would not breach Applicable Law."

(c) Section 16(h) of the Loan Agreement is hereby deleted in its entirety and replaced by the following:

> "the Annual Business Plan and Annual Capital Expenditures Budget as soon as being approved by the Borrower's board of directors and, in any event, no later than February 28 of each year."

Section 8 Amendment to Section 18 of the Loan Agreement.

Section 18(a) of the Loan Agreement is hereby amended by adding the following immediately at the end of Section 18(a)(i):

> "and under the debenture dated June 20, 2006 from the Borrower to the Lender."

Section 9 Amendment to Section 19 of the Loan Agreement.

Section 19(a)(ii) of the Loan Agreement is hereby amended by adding the following immediately at the end of Section 19(a)(ii):

> "and for the period ending December 31, 2006 and thereafter, EBITDA calculated on a rolling-three month basis (in accordance with GAAP) in an amount that is not less than $300,000."

Section 10 Amendment to Schedule "B" of the Loan Agreement.

Schedule "B" of the Loan Agreement is hereby amended as follows:

(a) the "Prior Notice" column in the table entitled "Notice Requirements for Borrowings" is amended by deleting the words "on the day of" and substituting the words "two business days prior to"; and

(b) the "Prior Notice" column in the table entitled "Notice Requirements for Optional Repayments" is amended by deleting the words "on the day of" and substituting the words "one business day prior to".

Section 11 Schedule "E" of the Loan Agreement.

A new Schedule "E" being the borrowing limit certificate in the form of Exhibit "A" attached hereto is hereby added to the Loan Agreement.

Section 12 Reference to and Effect on the Loan Agreement.

On and after this date, each reference in the Loan Agreement to "this Agreement" and each reference to the Loan Agreement in the Credit Documents and any and all other agreements, documents and instruments delivered by the Lender, the Borrower or any other Person shall mean and be a reference to the Loan Agreement as amended by this amending agreement and, subject to Sections 3 and 5 of the Side Letter, each reference in the Loan Agreement to "the Bank" shall mean and be a reference to "the Lender". Except as specifically amended by this amending agreement, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed.

Section 13 No Waiver, etc.

The execution, delivery and effectiveness of this amending agreement shall not, except as expressly provided, operate as a waiver of any right, power or remedy of the Lender under any of the Credit Documents nor constitute a waiver of any provision of any of the Credit Documents.

Section 14 Governing Law.

This amending agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 15 Counterparts.

This amending agreement may be executed in one or more counterparts and by facsimile signatures, each of which counterparts when executed by original or facsimile signature, shall constitute an original and all of which counterparts when so executed shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this amending agreement.

AIRIQ INC.

By: “Mark W. Kohler”

Authorized Signing Officer

FUND 321 LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL FUND II, by GP 4321 LIMITED PARTNERSHIP, its general partner, by 2037025 ONTARIO CORPORATION, its general partner

By: “Mark McQueen”

Authorized Signing Officer

EXHIBIT "A"

Schedule "E" to the amending agreement dated June **, 2006 between AirIQ Inc., as Borrower, and Fund 321 Limited Partnership carrying on business as Wellington Financial Fund II as the Lender

Borrowing Limit Certificate

I, ____, the ____ of AirIQ Inc. (the "Borrower") hereby certify as of the month ended ________________, 20_________:

1. "I am familiar with and have examined the provisions of the credit facility (the "Agreement") dated April 5, 2006 and as amended from time to time and as assigned to Fund 321 Limited Partnership carrying on business as Wellington Financial Fund II on May 18, 2006, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

The Borrowing Limit is: $ - , calculated as follows:

Total accounts receivable			$ -
Total accounts receivable owing by Domestic Countries Persons		A	$ -
Less:	Domestic Countries Persons accounts which exceed 90 days and which have not otherwise been designated as good	B	$ -
	Domestic Countries Persons accounts due from Affiliates	C	$ -
	Bad or doubtful Domestic Countries Persons accounts	D	$ -
	Domestic Countries Persons accounts subject to prior encumbrances	E	$ -
	Holdbacks, contra-accounts or rights of set-off	F	$ -
Good Domestic Accounts Receivable (A - B - C - D - E - F)		G	$ -
Margin Rate for Good Domestic Accounts Receivable ([redacted]% or, if prior month's EBITDA > $100,000 then [redacted]%)		H	[redacted]%
Marginable Good Domestic Accounts Receivable (G x H)		I	$ -
Less:	Potential Prior-Ranking Claims	J	$ -
Borrowing Limit = I - J		K	$ -
Less:	Credit Facility Borrowings	L	$ -
Margin Surplus (Deficit) = K - L			$ -

2. Annexed hereto are the following reports in respect of the Borrower:

(a) aged list of accounts receivable

(b) listing of Potential Prior-Ranking Claims

3. The reports and information provided herewith are accurate and complete in all aspects and all amounts certified as Potential Prior-Ranking Claims are current accounts and not in arrears

Dated this ____________________ Day of __________

Per ______________________________________

Name ______________________________________

Title ______________________________________