

SEVENTH AMENDED AND RESTATED LOAN AGREEMENT
Dated March 3, 2017

AMONG

EXCHANGE INCOME CORPORATION,
EIH MANAGEMENT USA, INC.
as Borrowers

- and -

4873999 MANITOBA LTD.,
KEEWATIN AIR LP,
KEEWATIN AIR GP INC.,
OM GP INC.,
OVERLANDERS MANUFACTURING LP,
PERIMETER AVIATION GP INC.,
PERIMETER AVIATION LP,
WBM GP INC.,
WATER BLAST MANUFACTURING LP,
STAINLESS FABRICATION, INC.,
CALM AIR INTERNATIONAL LP,
CALM AIR GP INC.,
BEARSKIN LAKE AIR SERVICE LP
BEARSKIN GP INC.
WESTOWER COMMUNICATIONS LTD.
CUSTOM HELICOPTERS LTD.
DALLAS SAILER ENTERPRISES, INC.
REGIONAL ONE, INC.
R1 CANADA LP
R1 GP INC.
8900973 CANADA LTD.
EIC LUXEMBOURG S.A.R.L.
DECA AVIATION ENGINEERING LIMITED
PAL AERO SERVICES LTD.
PAL AEROSPACE LTD.
PAL AIRLINES LTD.
PAL AVIATION PROPERTIES LTD.
PAL AVIATION SERVICES LTD.
PROVINCIAL AEROSPACE LTD.
BEN MACHINE PRODUCTS COMPANY INCORPORATED
CENTRAL POINT PROCUREMENT INC.
TEAM J.A.S., INC.
CARTENAV SOLUTIONS INC.
EIC AIRCRAFT LEASING LIMITED
as Guarantors

-and-

THE TORONTO-DOMINION BANK
as Lead Arranger and Bookrunner

- and -

THE TORONTO-DOMINION BANK,
CANADIAN IMPERIAL BANK OF COMMERCE,
ROYNAT INC.
ALBERTA TREASURY BRANCHES
NATIONAL BANK OF CANADA
LAURENTIAN BANK OF CANADA
BANK OF MONTREAL
HSBC BANK CANADA
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC
RAYMOND JAMES FINANCE COMPANY OF CANADA LTD. and any other
LENDER OR LENDERS who become parties hereto
as Canadian Revolver Facility Lenders

- and -

THE TORONTO-DOMINION BANK
as Canadian Agent and
Canadian Swing Line Lender

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
ROYNAT BUSINESS CAPITAL INC.,
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH
NATIONAL BANK OF CANADA-NEW YORK BRANCH
DESJARDINS FLORIDA BRANCH
LENDER or LENDERS who become parties hereto
as U.S. Revolver Facility Lenders

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as U.S. Swing Line Lender

- and -

TORONTO DOMINION (TEXAS) LLC,
as U.S. Agent

THOMPSON DORFMAN SWEATMAN LLP
2200 - 201 Portage Avenue, Winnipeg, Manitoba R3B 3L3
Matter No. 0147499 MAC

THIS SEVENTH AMENDED AND RESTATED LOAN AGREEMENT dated
the 3rd day of March, 2017.

AMONG:

EXCHANGE INCOME CORPORATION,
EIIF MANAGEMENT USA, INC.
as Borrowers

- and -

4873999 MANITOBA LTD.,
KEEWATIN AIR LP,
KEEWATIN AIR GP INC.,
OM GP INC.,
OVERLANDERS MANUFACTURING LP,
PERIMETER AVIATION GP INC.,
PERIMETER AVIATION LP,
WBM GP INC.,
WATER BLAST MANUFACTURING LP,
STAINLESS FABRICATION, INC.,
CALM AIR INTERNATIONAL LP,
CALM AIR GP INC.
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PROVINCIAL AEROSPACE LTD.
BEN MACHINE PRODUCTS COMPANY INCORPORATED
CENTRAL POINT PROCUREMENT INC.
TEAM J.A.S., INC.
CARTENAV SOLUTIONS INC.
EIC AIRCRAFT LEASING LIMITED

as Guarantors

- and -

THE TORONTO-DOMINION BANK
as Lead Arranger and Bookrunner

- and -

THE TORONTO-DOMINION BANK,
CANADIAN IMPERIAL BANK OF COMMERCE,
ROYNAT INC.
ALBERTA TREASURY BRANCHES
NATIONAL BANK OF CANADA
LAURENTIAN BANK OF CANADA
BANK OF MONTREAL
HSBC BANK CANADA
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC
RAYMOND JAMES FINANCE COMPANY OF CANADA LTD. and
any other LENDER OR LENDERS who become parties hereto
as Canadian Revolver Facility Lenders

-and-

THE TORONTO-DOMINION BANK
as Canadian Agent and
Canadian Swing Line Lender

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
ROYNAT BUSINESS CAPITAL INC., CANADIAN IMPERIAL BANK
OF COMMERCE, NEW YORK BRANCH, NATIONAL BANK OF
CANADA-NEW YORK BRANCH, DESJARDINS FLORIDA BRANCH
and any other LENDER or LENDERS who become parties hereto
as U.S. Revolver Facility Lenders

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as U.S. Swing Line Lender

- and -

TORONTO DOMINION (TEXAS) LLC,
as U.S. Agent

WHEREAS the Lenders have agreed to provide certain credit facilities to the
Borrower on the terms and conditions set forth herein;

NOW THEREFORE this Agreement witnesses that for good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the
parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Defined Terms.

In this Agreement, defined terms used herein shall have the following meanings:

"4873999" means 4873999 Manitoba Ltd., a corporation incorporated and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"8900973" means 8900973 Canada Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Acceptance" means the creation of Bankers' Acceptances and the purchase of BA Equivalent Notes by the Canadian Lenders.

"Acceptance Date" means any Business Day fixed pursuant to Section 4.2 for an Acceptance.

"Acceptance Fee" means, with respect to each Draft drawn by the Canadian Borrower hereunder and accepted by a Canadian Lender and each BA Equivalent Note purchased by a Canadian Lender on any Acceptance Date, an amount payable in advance equal to the Bankers' Acceptance Fee Rate multiplied by the aggregate Face Amount of such Draft or BA Equivalent Note, calculated daily on the basis of the term to maturity of such Draft or BA Equivalent Note and a year of three hundred and sixty-five (365) days.

"Acceptance Notice" has the meaning specified in Section 4.2,

"Accommodation" means: (a) an Advance made by the Lenders or any one or more of them on the occasion of any Borrowing; (b) a Bankers' Acceptance created by the BA Lenders and a BA Equivalent Note purchased by the Non-BA Lenders on the occasion of any Acceptance; (c) the issue of a Letter by a Lender on the occasion of any Issue; and (d) a Canadian Swing Line Loan and a U.S. Swing Line Loan made by a Swing Line Lender.

"Accommodation Notice" means a Canadian Borrowing Notice, a U.S. Borrowing Notice, an Acceptance Notice or an Issue Notice.

"Account" means, with respect to any Person, all accounts receivable, monies and book debts at any time owed to such Person, and all instruments, chattel paper and other documents evidencing or securing any such accounts receivable, monies or book debts.

"Advances" means advances made by the Lenders or any one or more of them under this Agreement and Advance means any one of such Advances. Advances may be denominated in Canadian Dollars (a "Canadian Dollar Advance") or in U.S. Dollars (a "U.S. Dollar Advance"). A Canadian Dollar Advance may be designated a "Prime Rate Advance" and a U.S. Dollar Advance may be designated a "LIBOR Advance", a "U.S. Prime Rate Advance" or

a “U.S. Base Rate Advance”. Each of a LIBOR Advance, a Prime Rate Advance, a U.S. Prime Rate Advance and a U.S. Base Rate Advance is a “Type” of Advance.

“Affected Lender” has the meaning specified in Section 11.7(b).

“Affected Properties” has the meaning specified in Section 7.1(r)(i).

“Agency Fee Agreement” means the agency fee agreement dated March 1, 2017 executed by the Canadian Borrower in favour of the Canadian Agent.

“Agent” means the Canadian Agent or the U.S. Agent as the context requires, and “Agents” means both of them.

“Agreement” means this loan agreement and all schedules and instruments in amendment or confirmation of it; “hereof”, “hereto” and “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other subdivision; “Article”, “Section” or other subdivision of this Agreement followed by a number refers to the specified Article, Section or other subdivision of this Agreement.

“Ancillary Agreements” means all Guarantees, Security Documents, agreements relating to Secured Hedging Transactions, Secured Cash Management Agreements and other agreements, certificates and instruments delivered or given or continued pursuant to or in connection with this Agreement, including the Agency Fee Agreement, and “Ancillary Agreement” means any one of such Guarantees, Security Documents, agreements relating to Secured Hedging Transactions, Secured Cash Management Agreements, other agreements, certificates or instruments.

“Anniversary Date” has the meaning specified in Section 2.7.

“**Applicable Margin**” subject to Section 2.10(c), means, in respect of any Financial Quarter, the applicable percentage per annum as set forth below based on the Leverage Ratio at the end of the most recent Financial Quarter in respect of which a Compliance Certificate has been, or was required to be, delivered:

Leverage Ratio	Stamping Fees/Margin on B/A's & LIBOR Loans	LC Fees for Letters	Margin on Prime Rate, U.S. Prime Rate & USBR Loans	Commitment Fee on unused Portion of Credit Facility:
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

If a Default or an Event of Default shall have occurred and is continuing, the Applicable Margin applicable during the continuation of any such Default or Event of Default shall be automatically increased by 1.5 basis points.

The Applicable Margin for Performance Letters shall be 1.5% of the Applicable Margin set out above in the column headed "Stamping Fees/Margin on B/A's & LIBOR Loans".

If at any time the Canadian Dollar Offered Rate, the BA Discount Rate or the LIBOR Rate is less than zero, such rate shall be deemed to be zero for purposes of calculating the Applicable Margin.

"Assenting Lender" has the meaning specified in Section 11.7(b).

"Assignee" has the meaning specified in Section 12.8(b).

"Assigned Interests" has the meaning specified in Section 2.7.

"Assignment Agreement" means an Assignment Agreement referred to in Section 12.8(f), substantially in the form as set out in Schedule S.

"Auditors" means PricewaterhouseCoopers LLP or such other independent and nationally recognized firm of chartered accountants.

"Authorization" means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Entity having jurisdiction over such Person, whether or not having the force of Law.

"BA Discount Rate" means for: (a) Bankers' Acceptances or Drafts to be purchased by Canadian Lenders that are Schedule I banks under the *Bank Act* (Canada), the average rate for Canadian Dollar Bankers' Acceptances quoted at approximately 10:00 a.m. (Toronto time) on the Reuters Screen CDOR Page "Canadian Interbank Bid BA Rates" for Banker's Acceptances of similar terms and, if such quote is unavailable, the Canadian Agent's quote; (b) BA Equivalent Notes to be purchased by Non-BA Lenders that are Schedule I banks under the *Bank Act* (Canada), the rate referred to above in sub-paragraph (a) of this definition; and (c) BA Equivalent Notes to be purchased by Non-BA Lenders and Bankers' Acceptances or Drafts to be purchased by Canadian Lenders that are not Schedule I banks under the *Bank Act* (Canada), the rate referred to above in sub-paragraph (a) of this definition plus 1.5 basis points.

"BA Equivalent Note" means, at any time, a notional note issued by the Borrower in favour of any Non-BA Lender and evidenced by the account records maintained by the Agent.

"BA Lender" means each Lender which is not a Non-BA Lender.

"Bankers' Acceptance" has the meaning specified in Section 4.1 and, where the context may require "Bankers' Acceptances" includes BA Equivalent Notes.

"Bankers' Acceptance Fee Rate" means the Applicable Margin with respect to Bankers' Acceptances.

"Bearskin GP" means Bearskin GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Bearskin LP" means Bearskin Lake Air Service LP., a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Beneficiary" means, in respect of any Letter, the beneficiary named in such Letter.

"Ben Machine" means Ben Machine Products Company Incorporated, a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Borrowers" means EIC and EIFF Management USA, Inc., and **"Borrower"** means one of them as the context requires.

"Borrower's Canadian Dollar Account" means the Canadian Dollar account maintained by a Borrower at the branch bank of the Agent at which such Account and the Agent's Account are maintained by the Agent from time to time, the particulars of which shall have been notified by the applicable Borrower to the applicable Agent.

"Borrower's U.S. Dollar Account" means the U.S. Dollar account maintained by a Borrower at the branch bank of the Agent at which such Account and the Agent's Account are maintained by the Agent from time to time, the particulars of which shall have been notified by the applicable Borrower to the applicable Agent.

"Borrowing" means a borrowing consisting of one or more Advances.

"Buildings and Fixtures" means all plant, buildings, structures, erections, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) situate on the Leasehold Real Estate or on the Real Estate or both, as the context requires.

"Bulk Aircraft Purchase" means a purchase of five (5) or more aircraft by a Borrower or any direct or indirect Subsidiary of a Borrower in a single transaction or a series of related transactions, with an aggregate purchase price of at least \$ [REDACTED]

"Business" means the business currently carried on by the Exchange Parties consisting of the ownership and operation of airline, aerospace and manufacturing operations and all operations related thereto.

"Business Day" means any day on which the Agent and the Lenders are open for business at London, England, New York, New York, Toronto, Ontario and Winnipeg, Manitoba but in any event shall not include a Saturday, Sunday or statutory or legal holiday in the Province of Ontario or the Province of Manitoba.

"Business Plan" means a three (3) year business plan for the Borrowers and their Subsidiaries, prepared annually on a consolidated basis and, in addition, for the first of the three (3) years, on an unconsolidated basis for each business unit for revenue, earnings before interest, Taxes, depreciation and amortization, and Capital Expenditures, including, without limitation:

- (a) for the first of the three Financial Years of the plan, financial projections, including a balance sheet, an income statement broken down quarterly among reporting segments as determined by IFRS, a Capital Expenditures budget including assumptions, and *pro forma* financial covenant calculations, broken down quarterly, including assumptions; and
- (b) for the second and third of the three Financial Years of the plan, the same information as for the first year, except on an annual consolidated basis only and except there is no requirement for a balance sheet,

all in form and substance satisfactory to the Agent and the Lenders.

"Calm Air GP" means Calm Air GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Calm Air LP" means Calm Air International LP, a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Canadian Agent" means The Toronto-Dominion Bank in its capacity as administrative agent for the Canadian Lenders and its successors and permitted assigns.

"Canadian Agent's Account" means such account or accounts maintained by the Agent at 222 Bay Street, 15th Floor, Toronto, Ontario, M5K 1A2, in respect of a Borrower, as the Canadian Agent from time to time notifies the Borrower.

"Canadian Borrowing Notice" has the meaning specified in Section 3.2(a) and is in the form attached hereto as Schedule B.

"Canadian Dollars", "Cdn \$" and "\$" each mean lawful money of Canada.

"Canadian Facilities" means the Canadian Revolver Facility and the Canadian Swing Line Facility.

"Canadian Lenders" means The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Roynat Inc., Alberta Treasury Branches, National Bank of Canada, Laurentian Bank of Canada, Bank of Montreal, HSBC Bank Canada, Fédération des caisses

Desjardins du Québec, Raymond James Finance Company of Canada Ltd., and any one or more Assignees, their respective successors and permitted assigns as may become a party hereto in their capacities as Lenders under the Canadian Facilities Commitment and **"Canadian Lender"** means any one of the Canadian Lenders.

"Canadian Revolver Facility" means the revolving extendable term credit facility in the amount set out on Schedule A under the heading "Canadian Revolver Facility" to be made available to the Canadian Borrower.

"Canadian Revolver Facility Commitment" means the sum of the Individual Commitments of the Canadian Revolver Facility Lenders in respect of the Canadian Revolver Facility, set out in Schedule A hereto to be made available to the Canadian Borrower.

"Canadian Revolver Facility Commitment Fee" has the meaning specified in Section 2.9.

"Canadian Revolver Facility Lenders" means The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Roynat Inc., Alberta Treasury Branches, National Bank of Canada, Laurentian Bank of Canada, Bank of Montreal, HSBC Bank Canada, Fédération des caisses Desjardins du Québec, Raymond James Finance Company of Canada Ltd., and any one or more Assignees, their respective successors and permitted assigns as may become a party hereto in their capacities as lenders under the Canadian Revolver Facility and **"Canadian Revolver Facility Lender"** means any one of the Canadian Revolver Facility Lenders.

"Canadian Swing Line Facility" means the revolving facility in the amount set out in Schedule A hereto under "Canadian Swing Line Facility" to be made available to the Canadian Borrower in accordance with Section 3.7.

"Canadian Swing Line Facility Commitment" means the Individual Commitment of the Canadian Swing Line Lender in respect of the Canadian Swing Line Facility as set out on Schedule A hereto.

"Canadian Swing Line Facility Commitment Fee" has the meaning specified in Section 2.9.

"Canadian Swing Line Lenders" means The Toronto-Dominion Bank and any one or more assignees, their respective successors and permitted assigns as may become a party hereto, in their capacities as lenders under the Canadian Swing Line Facility and **"Canadian Swing Line Lender"** means any one of the Canadian Swing Line Lenders.

"Canadian Swing Line Loan" means an Advance made by the Canadian Swing Line Lender under the Canadian Swing Line Facility pursuant to Section 3.7.

"Capital Expenditures" means, for any period with respect to any Person, the aggregate expenditures paid or payable during such period by such Person for the acquisition or improvement of fixed assets which extend the life or increase the productivity of such assets and which expenditures will be capitalized and depreciated over the estimated useful life of such

assets, determined in accordance with IFRS; provided that "Capital Expenditures" shall not include routine, day-to-day maintenance of fixed assets including, without limitation, the replacement of worn out parts.

"Capitalized Lease Liabilities" of any Person means all monetary obligations of such Person relating to any leasing or similar arrangement which have been (or, in accordance with IFRS, should be) classified as capitalized leases, and for purposes of each Loan Document the amount of such obligations shall be the capitalized amount thereof, determined in accordance with IFRS, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a premium or a penalty.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participation or other equivalents of or interests in (however designated) the equity interest (including, without limitation, common shares, preferred shares, trust units and partnership interests) of such Person and any rights (other than debt securities convertible into an equity interest), warrants or options to subscribe for or acquire an equity interest in such Person.

"CarteNav" means CarteNav Solutions Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Cash Interest Paid" means, for any period with respect to any Person, cash payments on account of interest made during such period by such Person.

"Cash Management Agreement" means any agreement to provide cash management services, including day-light treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"Cash Management Bank" means any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an affiliate of a Lender, in its capacity as a party to such Cash Management Agreement.

"Cash Taxes Paid" means, for any period with respect to any Person, cash payments on account of taxes made during such period by such Person, excluding payments made on account of Intercompany Debt.

"Central Point" means Central Point Procurement Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Change of Control" means any one of the following events: (a) the failure of EIC to own directly, beneficially and of record on a fully diluted basis 100% of the outstanding Capital Stock of the U.S. Borrower free and clear of all Liens (other than Liens granted pursuant to a Loan Document); (b) the failure of EIC to own directly or indirectly, beneficially and of record on a fully diluted basis 100% of the outstanding Capital Stock of the Guarantors free and clear of all Liens (other than Liens granted pursuant to a Loan Document); (c) a majority of the seats (other than vacant seats) on the board of directors of the U.S. Borrower or of any Guarantor

is occupied by individuals who were neither nominated by the directors of EIC nor appointed with the approval of directors so nominated, provided that the issuance of Capital Stock of an Exchange Party to senior management as part of the senior management's reasonable compensation shall not constitute a Change of Control if the aggregate of the Capital Stock in the particular Exchange Party owned by senior management does not constitute more than 5% of the issued Capital Stock of the Exchange Party.

"Claim" means any claim of any nature whatsoever, including any demand, dispute, liability, obligation, debt, action, cause of action, suit, proceeding, litigation, arbitration, judgment, order, award, assessment and reassessment.

"Closing", "Closing Date" or "Date of Closing" means the date on which the conditions set forth in Article VI have been fulfilled or performed to the satisfaction of the Canadian Agent, the U.S. Agent and the Lenders.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means the Property of any Exchange Party or any other person in respect of which the Lenders have or will have or are intended to have a Lien pursuant to the Security Documents.

"Commitment" means one of the Canadian Revolver Facility Commitment, the U.S. Revolver Facility Commitment, the Canadian Swing Line Facility Commitment or the U.S. Swing Line Facility Commitment, as the context requires and **"Commitments"** means any one or more of them.

"Commitment Fee" has the meaning specified in Section 2.9 and means any of the Canadian Revolver Facility Commitment Fee, the Canadian Swing Line Facility Commitment Fee, the U.S. Revolver Facility Commitment Fee or the U.S. Swing Line Facility Committee Fee, as the context may require.

"Commodity Agreement" means any agreement for the making or taking of delivery of any commodity (including Petroleum Substances), any commodity swap agreement, floor, cap or collar agreement or commodity future or option or other similar agreements or arrangements, or any combination thereof, entered into by the Borrower or another Exchange Party where the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity.

"Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, and any successor statute, and any rules, regulations and orders applicable thereto.

"Commodity Hedging Limit" has the meaning set out in Section 9.1(b).

"Commodity Hedging Transaction" means a transaction pursuant to a Commodity Agreement.

“Compliance Certificate” means a certificate in the form of Schedule D.

“Consolidated Current Assets” of a Person at a particular time means the assets shown on such Person’s balance sheet as current assets, determined in accordance with IFRS on a consolidated basis.

“Consolidated Current Liabilities” of Person at a particular time means the liabilities shown on such Person’s balance sheet as current liabilities, as determined in accordance with IFRS on a consolidated basis.

“Consolidated Depreciation and Amortization Expense” means, for any period, with respect to any Person, depreciation, amortization and depletion charged or credited to the income statement of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

“Consolidated Earnings” means, for any period, with respect to any Person, Consolidated Net Income, but excluding in each case for such period any gain or loss recorded in income arising from: (a) the Disposition of capital assets, as determined in accordance with IFRS; (b) any write-up or write-down of Property, as determined in accordance with IFRS; (c) the acquisition of any securities of such Person or any of its Consolidated Subsidiaries, as determined in accordance with IFRS; (d) any extraordinary item, as determined in accordance with IFRS; (e) discontinued operations, as determined in accordance with IFRS; or (f) items that do not have all the characteristics of extraordinary items but which result from transactions or events that are not expected to occur regularly over several years or do not typify normal business activities of such Person and its Consolidated Subsidiaries, as determined in accordance with IFRS, to the extent that any such gain or loss has been recorded in the determination of Consolidated Net Income.

“Consolidated EBITDA” means, for any period, with respect to any Person, Consolidated Earnings increased (to the extent such items are deducted in calculating Consolidated Earnings) by the sum of (A) Consolidated Interest Charges, (B) Consolidated Income Tax Expense, and (C) Consolidated Depreciation and Amortization Expense, in each case for such period.

“Consolidated EBITDAR” means, for any period, with respect to any Person, the Consolidated EBITDA of such Person increased by the Consolidated Rent of such Person for such period, determined in accordance with IFRS on a consolidated basis.

“Consolidated Income Tax Expense” means, for any period, with respect to any Person, the aggregate of all Taxes (including future Taxes) based on income of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

“Consolidated Interest Charges” means, for any period, with respect to any Person, the total of all items properly classified as interest expense for such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS, less interest that is accreted in accordance with IFRS, on a consolidated basis.

"Consolidated Long Term Debt" means, in respect of any Person, Debt obligations of such Person that are due and payable more than one year after issuance and which are not shown on such Person's balance sheet as current liabilities, determined in accordance with IFRS on a consolidated basis; provided that the indebtedness under EIC's convertible debentures and Intercompany Debt pledged to the Agent in accordance with this Agreement shall not be included in "Consolidated Long Term Debt".

"Consolidated Net Income" means, for any period, with respect to any Person, the net income (loss) of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

"Consolidated Net Short Term Debt" means, in respect of any Person, Consolidated Short Term Debt of such Person net of cash and cash equivalents available to such Person on an unrestricted basis, free of any escrow or cash collateral or similar arrangement, of such Person, determined in accordance with IFRS on a consolidated basis.

"Consolidated Net Tangible Assets" means total fixed assets of the Borrower on a consolidated basis not including:

- (a) for certainty, goodwill, the value of intangible assets and deferred charges; or
- (b) any financial Investment, permitted under section 8.2(h), which does not have a Permitted Rating.

"Consolidated Rent" means, for any period, with respect to any Person, the aggregate amount of Rental Expense paid or payable by such Person and its Consolidated Subsidiaries during such period determined in accordance with IFRS on a consolidated basis.

"Consolidated Short Term Debt" means, in respect of any Person, Debt obligations of such Person that are due and payable within a year of issuance and which are shown on such Person's balance sheet as current liabilities, determined in accordance with IFRS on a consolidated basis, provided that accrued liabilities, deferred revenue and trade payables occurring in the ordinary course of business shall not be included in "Consolidated Short Term Debt". For greater certainty, "Consolidated Short Term Debt" shall include the current portion of Consolidated Long Term Debt of such Person, determined in accordance with IFRS on a consolidated basis and may have a negative value.

"Consolidated Subsidiaries" means, in respect of any Person, Subsidiaries of such Person which are included in such Person's consolidated financial statements, determined in accordance with IFRS.

"Consolidated Total Debt" means, in respect of any Person, the aggregate of Consolidated Long Term Debt and Consolidated Net Short Term Debt of such Person.

"Construction Projects" means a construction project undertaken by an Exchange Party to construct, expand or improve any of its Real Estate or Leasehold Real Estate;

provided that "Construction Projects" shall not include routine, day-to-day maintenance or non-material renovations conducted in connection with any Real Estate or Leasehold Real Estate of the Exchange Parties.

"Contingent Liability" means an agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable for (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Debt of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligations under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be the maximum potential amount of the Debt, obligation or other liability guaranteed thereby.

"Contributing Lender" has the meaning specified in Section 3.1(b).

"Conversion Notice" has the meaning specified in Section 3.4(b).

"Corporate Distributions" means, in respect of any Person, whether or not a corporation, any form of distribution of its profits, including in each case any: (a) declaration or payment of any dividend or other direct or indirect distribution on its Capital Stock; (b) payment to purchase, redeem, retire or acquire or reduce the stated capital of any of its Capital Stock by itself or by EIC or any option, warrant or other right to acquire any such Capital Stock, or apply or set apart any of its Property therefor; (c) payment of any management fees or bonuses to any shareholder, director, officer, agent or employee of such Person, any relative thereof, or any affiliate of any one or more of such Persons, other than the payment of management fees and bonuses by the Borrower consistent with current practice; (d) payment on account of Intercompany Debt or Subordinated Debt; and (e) loans made by such Person to any shareholder, director, officer, agent or employee of such Person, any relative thereof, or any affiliate of such Person or any of its Subsidiaries.

"Credit Facilities" means the Canadian Revolver Facility, the Canadian Swing Line Facility, the U.S. Revolver Facility and the U.S. Swing Line Facility and a **"Credit Facility"** means any one of them, as the context requires.

"Cross Currency Hedging Limit" has the meaning set out in Section 9.1(b).

"Cross Currency Hedging Transaction" means a cross currency hedging transaction pursuant to a Currency Exchange Protection Agreement, the term of which shall not exceed ninety (90) days.

"Cure Period" has the meaning specified in Section 10.1(d).

"Currency Exchange Protection Agreement" means any forward exchange agreement, currency swap, currency option or other similar financial agreement or arrangement designed to protect a Borrower or any of its Subsidiaries against, or manage exposure to fluctuations in, foreign currency exchange rates.

"Currency Hedging Transaction" means a transaction, other than a Cross Currency Hedging Transaction, pursuant to a Currency Exchange Protection Agreement.

"Custom Helicopters" means Custom Helicopters Ltd., a corporation incorporated and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Dallas Sailer Inc." means Dallas Sailer Enterprises, Inc., a corporation incorporated and existing under the laws of the State of North Dakota, one of the United States of America, and its successors and permitted assigns.

"Debt" of any Person means, without duplication: (a) all obligations of such Person for borrowed money or advances and all obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (b) all obligations of such Person, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and Banker's Acceptances issued for the account of such Person; (c) Capitalized Lease Liabilities and obligations under Synthetic Leases; (d) all other items which, in accordance with IFRS, would be included as liabilities on the liability side of the balance sheet of such Person as of the date at which Debt is to be determined (excluding trade payables incurred in the ordinary course of business); (e) net liabilities of such Person under all Hedging Transactions; and (f) all obligations of such Person to pay the deferred purchase price of property or services excluding therefrom trade accounts payable in the ordinary course of business which are not overdue for a period of more than ninety (90) days or, if overdue for more than ninety (90) days, as to which a dispute exists and adequate reserves in conformity with IFRS have been established on the books of such Person; and indebtedness secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on property owned or being acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, all in accordance with IFRS.

For all purposes of this Agreement, the Debt of any Person shall: (a) include, without duplication, the Debt of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Debt provide that such Person is not liable therefor, and (b) exclude, non-trade related accounts payable, deferred revenue, future tax liabilities and accrued liabilities incurred, in each case, in the ordinary course of business, including, without limitation, engine overhaul liabilities and warranty work.

"DECA" means DECA Aviation Engineering Limited, a corporation incorporated and existing under the laws of the Province of Ontario, and its successors and permitted assigns.

"Default" means an event, condition or circumstance which, with the giving of notice or passage of time, or both (whether or not such notice has been given), would constitute an Event of Default.

"Defaulting Lender" has the meaning specified in Section 3.1(b).

"Designated Jurisdiction" means any country or territory to the extent that such country or territory is the subject of any Sanction.

"Disposed Property" means, at any time, the cumulative aggregate gross proceeds of all Property Disposed of by the Exchange Parties, voluntarily or involuntarily, on or after the Closing Date until such time.

"Disposition" means any direct or indirect sale, lease, transfer, exchange, conveyance, release, abandonment, expropriation, seizure, condemnation, forfeiture, actual or constructive total loss or agreed or compromised loss or other disposition, including by means of a Sale-Leaseback Transaction, reorganization, consolidation, amalgamation or merger or the granting of options, warrants, other rights or assets (including accounts receivables and Capital Stock of Subsidiaries) to any Person other than an Exchange Party in a single transaction or series of transactions; and **"Dispose"** and **"Disposed"** shall have meanings correlative thereto; provided that the granting of options or warrants by any of the Exchange Parties made in the ordinary course of the Business shall not constitute a **"Disposition"**.

"Distributable Cash" means, for any period, Consolidated EBITDA less Cash Taxes Paid less Cash Interest Paid less scheduled principal repayments of Debt less Unfunded Capital Expenditures for such period.

"Draft" means, at any time, a blank depository bill within the meaning of the *Depository Bills and Notes Act* (Canada) or a blank bill of exchange within the meaning of the *Bills of Exchange Act* (Canada) drawn by the Canadian Borrower on a Canadian Lender and bearing such distinguishing letters and numbers as such Lender may determine, but which at such time, except as otherwise provided herein, has not been completed or accepted by such Lender.

"EDC Guaranteed Letters of Credit" means a letter or letters of credit issued by The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce or HSBC Bank Canada on behalf of an Exchange Party under separate agreements with The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce or HSBC Bank Canada, as the case may be (and hence not within the definition of "Accommodation"), not to exceed a face amount of U.S. \$60,000,000 in the aggregate at any time, in respect of which the obligations of an Exchange Party to The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce or HSBC Bank Canada, as the case may be, are guaranteed by Export Development Canada but are otherwise unsecured.

"EIC" or "Canadian Borrower" means Exchange Income Corporation, a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"EIC Aircraft" mean EIC Aircraft Leasing Limited, a corporation incorporated and existing under the laws of Ireland, and its successors and permitted assigns.

"EIC Lux" means EIC Luxembourg S.à.r.l., a corporation incorporated and existing under the laws of Luxembourg, and its successors and permitted assigns.

"EIC Shares" means the authorized common shares of EIC.

"Election Date" has the meaning specified in Section 2.7.

"Environment" means all components of the earth, including air (and all layers of the atmosphere), land (and all surface and subsurface soil, underground spaces and cavities and all land submerged under water) and water (and all surface and ground water), organic and inorganic matter and living organisms, and the interacting natural systems that include components referred to above in this definition of **"Environment"**.

"Environmental Auditor" means a qualified environmental auditor at arm's length from the Exchange Parties and acceptable to the Agent, upon direction from the Majority Lenders.

"Environmental Laws" means any and all federal, provincial, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the Environment or the release of any materials into the Environment, Hazardous Materials, air emissions and discharges to waste or public systems, and including, but not limited to, the following: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 1101 et seq.

"Environmental Liabilities and Costs" means all Losses and Claims, whether known or unknown, current or potential, past, present or future, imposed by, under or pursuant to Environmental Laws, including all Losses and Claims related to Remedial Actions and all reasonable fees, disbursements and expenses of counsel, experts, personnel and consultants, where such Losses and Claims are based on, arise out of or are otherwise in respect of: (a) the ownership or operation of the Business or any Affected Property; (b) the conditions on, under, above or about any Affected Property; (c) expenditures necessary to cause the operations of the Business or any Affected Property, to comply with any and all requirements, including expenditures necessary to effect the closure, decommissioning or rehabilitation of any of the operations of the Business or Affected Property; (d) the use, generation, manufacture, refining, treatment, transportation, storage, handling, recycling, disposal, depositing, transferring, producing or processing of Hazardous Substances; (e) liability for personal injury or property damage, including damages assessed for the maintenance of a public or private nuisance; and (f) any other matter affecting the Affected Properties within the jurisdiction of any Governmental Entity administering any Environmental Law.

“Environmental Notice” means any written claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other communication from any Person given in connection with any Environmental Law.

“Environmental Permits” means all permits, certificates, approvals, registrations and licences issued by any Governmental Entity to an Exchange Party or to the Business pursuant to Environmental Laws and relating to or required for the operation of the Business or ownership of the Real Estate, Leasehold Real Estate or other Property of an Exchange Party.

“Equivalent Cdn. \$ Amount” means, on any day with respect to any amount of U.S. Dollars, the equivalent amount of Canadian Dollars determined by using the monthly average Bank of Canada closing rate posted on the last Business Day of the preceding month.

“Equivalent U.S. \$ Amount” means, on any day with respect to any amount of Canadian Dollars, the equivalent amount of U.S. Dollars determined by using the monthly average Bank of Canada closing rate posted on the last Business Day of the preceding month.

“ERISA” means the *Employee Retirement Income Security Act of 1974*, as amended, and any successor statute thereto, together with the rules and regulations thereunder, as each case as in effect from time to time. Reference to sections of ERISA also refer to any successor sections thereto.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is or, within the six years preceding the date of this Agreement, has been treated as a single employer with any of the Borrowers under Section 414 of the Code or Title IV of ERISA.

“ESPP” means the employee share purchase plan adopted by EIC.

“Event of Default” has the meaning specified in Section 10.1.

“Exchange Parties” means each of the Borrowers and the Guarantors and any Restricted Subsidiaries formed after the date hereof, and “Exchange Party” means any one of them.

“Extending Lender” has the meaning specified in Section 2.7.

“Face Amount” means, in respect of: (a) a Bankers’ Acceptance or BA Equivalent Note, the amount payable to the holder thereof on its maturity; and (b) a Letter, the maximum amount payable to the Beneficiary thereunder.

“FATCA” means Section 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

"Fees" means any and all fees payable by a Borrower pursuant to this Agreement or any Ancillary Agreement.

"Financial Quarter" means, in relation to each Borrower and their respective Consolidated Subsidiaries, each fiscal quarter of such person for financial reporting purposes, which fiscal quarters end on March 31, June 30, September 30 and December 31 of each calendar year.

"Financial Year" means, in relation to each Borrower and their respective Consolidated Subsidiaries, the financial year commencing on January 1 of each calendar year and ending on December 31 of the same calendar year.

"Flood Hazard Property" means any Mortgaged U.S. Property that is in an area designated by the Federal Emergency Management Agency as having special flood or mudslide hazards.

"Future Material Agreement" has the meaning set out in Section 8.1(u).

"FX Hedging Limit" has the meaning set out in Section 9.1(b).

"Governmental Entity" means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (b) any subdivision, agent, commission, board, or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"Governmental Licenses" means all governmental licenses, authorizations, consents, registrations, exemptions, permits and other approvals that are necessary or desirable for the operation of the Business.

"Guarantee" means an unconditional, irrevocable, continuing joint and several guarantee executed by each Guarantor, of the payment and performance of all Obligations and otherwise on terms and conditions consistent with Guarantees delivered at or prior to Closing.

"Guarantors" means 4873999, Keewatin LP, Keewatin GP, OM GP, OM LP, Perimeter LP, Perimeter GP, WBM GP, WBM LP, Stainless, Calm Air GP, Calm Air LP, Bearskin LP, Bearskin GP, WesTower Communications Ltd., Custom Helicopters, Dallas Sailer Inc., Regional One, R1 LP, R1 GP, 8900973, EIC Lux, Provincial, PAL Aerospace, PAL Airlines, PAL Aviation Services, DECA, PAL Aero, PAL Aviation Properties, Ben Machine, Central Point, CarteNav, Team J.A.S., EIC Aircraft, and any other Person who becomes a Guarantor hereunder, including, without limitation, each Restricted Subsidiary formed after the date hereof and "Guarantor" means any one of the Guarantors.

"Hazardous Material" means any and all pollutants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage,

handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage, or filtration of which is or shall be restricted, prohibited or penalized by any applicable law (including, without limitation, oil, petroleum products, asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls).

"Hedge Bank" means any Person that, at the time it enters into any Secured Hedging Transaction permitted hereunder, is a Lender or an affiliate of a Lender, in its capacity as a party to such Secured Hedging Transaction.

"Hedging Transactions" means Interest Rate Hedging Transactions, Currency Hedging Transactions, Commodity Hedging Transactions and Cross Currency Hedging Transactions.

"IFRS" means the International Financial Reporting Standards.

"Individual Commitment" means, at any time with respect to: (a) a Lender, the amount set forth in Schedule A as the individual commitment of such Lender under the Canadian Revolver Facility and U.S. Revolver Facility; (b) the Canadian Swing Line Lender, the amount set forth in Schedule A as the commitment of the Canadian Swing Line Lender under the Canadian Swing Line Facility; and (c) the U.S. Swing Line Lender, the amount set forth in Schedule A as the commitment of the U.S. Swing Line Lender under the U.S. Swing Line Facility.

"Intellectual Property" means any and all issued patents and patent applications, industrial design registrations, trade marks, registrations and applications therefor, trade names and styles, logos, copyright registrations and applications therefor, all of the foregoing owned by or licensed to an Exchange Party and used in or necessary to the operation of its respective businesses.

"Intercompany Charges" has the meaning set out in Section 8.2(e).

"Intercompany Debt" means any intercompany Debt between any of the Exchange Parties.

"Interest Period" means, for each LIBOR Advance, a period which commences: (a) in the case of the initial Interest Period, on the date such Advance is made or converted from another Type of Advance or Accommodation; and (b) in the case of any subsequent Interest Period, on the last day of the immediately preceding Interest Period, and which ends, in either case, on the day selected by the Borrower in the applicable Borrowing Notice or Conversion Notice in accordance with this Agreement. The duration of each Interest Period shall be 1, 2, 3, or 6 months, unless the last day of an Interest Period would otherwise occur on a day other than a Business Day, in which case the last day of such Interest Period shall be extended to occur on the next Business Day, or if such extension would cause the last day of such Interest Period to occur in the next calendar month, the last day of such Interest Period shall occur on the preceding Business Day.

“Interest Rate Hedging Transaction” means a transaction pursuant to an Interest Rate Protection Agreement.

“Interest Rate Protection Agreement” means any interest rate swap agreement, interest rate cap, collar or floor agreement or other similar financial agreement or arrangement designed to protect against or manage exposure to fluctuations in interest rates.

“Insurance Proceeds” means any amounts received by any of the Borrowers or Guarantors under any policy of insurance with respect to any loss, theft, damage or destruction of any Property subject to any Security Document.

“Inventory” means, with respect to any Person, all inventory now owned or hereafter acquired by such Person as defined by IFRS.

“Investment” means any direct or indirect loan, advance or other extension of credit (including by way of guarantee) or capital contribution to any Person (including by means of transfers of cash or other property to any Person or payments for property or services for the account or use of others to any Person), purchase or acquisition of any Capital Stock, Debt or any other similar instruments issued by any Person, purchase or acquisition of Property (excluding Inventory and non-capital assets) or purchase or acquisition of a business or undertaking, the incurrence of any Contingent Liability in respect of such Person, or expansion to or build out or renovation of personal or real property (excluding regular, day-to-day maintenance conducted in the ordinary course of business), by any means, of every nature or kind whatsoever.

“Issuance Fee” has the meaning specified in Section 5.5.

“Issue” means an issue of a Letter by an Issuing Lender pursuant to Article V.

“Issue Date” has the meaning specified in Section 5.2(a).

“Issue Notice” has the meaning specified in Section 5.2(a).

“Issuing Lender” has the meaning specified in Section 5.1

“Judicial Order” has the meaning specified in Section 5.7(a).

“Keewatin GP” means Keewatin Air GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

“Keewatin LP” means Keewatin Air LP, a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

“Laws” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or

affecting the Person referred to in the context in which such word is used; and **"Law"** means any one of such Laws.

"LC Fronting Fee" has the meaning specified in Section 5.5.

"Leasehold Real Estate" means the real estate of the Exchange Parties held under a lease, agreement to lease or other right of occupation.

"Lender BA Suspension Notice" has the meaning specified in Section 4.11(b).

"Lenders" means, collectively, the Canadian Revolver Facility Lenders, the U.S. Revolver Facility Lenders, the Canadian Swing Line Lender and the U.S. Swing Line Lender and any one or more Assignees, their respective successors and permitted assigns and **"Lender"** means any one of them, as the context may require.

"Letter" means a letter of guarantee or a letter of credit (each of which is a "Type" of Letter) issued or to be issued by an Issuing Lender, in each case pursuant to Article V and in such form as an Issuing Lender may from time to time approve.

"Leverage Ratio" means the ratio of Consolidated Total Debt of EIC for the most recent Financial Quarter, less all obligations of any Exchange Party relative to the face amount of all EDC Guaranteed Letters of Credit (but only to the extent undrawn), to Consolidated EBITDA of EIC for the four most recent Financial Quarters, based on the consolidated financial statements of EIC and its Subsidiaries and calculated as set out in Section 8.3.

"Leverage Ratio Maximum" means 3.00x.

"LC Fee" means, with respect to each Letter issued hereunder, an amount equal to the Applicable Margin with respect to Letters in the Face Amount of such Letter, calculated on the basis of a term to maturity of such Letter and a year of three hundred and sixty-five (365) days.

"LIBOR" means the rate of interest in the applicable currency (rounded upwards, at the applicable Agent's option, to the next 100th of one percent) equal to the Intercontinental Exchange Group (or any successor thereto approved by the applicable Agent if the Intercontinental Exchange Group is no longer making a LIBOR rate available) LIBOR ("ICE LIBOR") for the equivalent Interest Period as published by Reuters (or such other commercially available source providing quotations of ICE LIBOR as designated by the applicable Agent from time to time) at approximately 11:00 A.M. (London Time) two (2) London Banking Days prior to the first day of such Interest Period; provided, however, if more than one ICE LIBOR is specified, the applicable rate shall be the arithmetic mean of all such rates. If, for any reason, such rate is not available, the term LIBOR shall mean, with respect to any Interest Period, the rate of interest per annum determined by the applicable Agent to be the average rate per annum which deposits in such currency, as applicable, are offered for such Interest Period by major banks in London, England at approximately 11:00 A.M. (London time) two (2) London Banking Days prior to the reset date. Notwithstanding the foregoing, LIBOR Loans shall be deemed to

constitute eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefits of credits for proration, exceptions or offsets that may be available from time to time to any Lender. LIBOR shall be adjusted automatically on and as of the effective date of any change in the LIBOR Reserve Percentage for each LIBOR Advance (including conversions, extensions and renewals), to a per annum interest rate determined pursuant to the following formula:

$$\text{ADJUSTED LIBOR RATE} = \frac{\text{LIBOR}}{1 \text{ Minus LIBOR Reserve Percentage}}$$

If the Adjusted LIBOR Rate shall be less than zero, such rate shall be deemed zero for the purposes of this Agreement.

"LIBOR Advance" means an Advance denominated in U.S. Dollars which bears interest based on the LIBOR Rate.

"LIBOR Rate" means an interest rate equal at all times to the sum of (a) the Adjusted LIBOR Rate, plus (b) the Applicable Margin for LIBOR Advances.

"LIBOR Reserve Percentage" means for any day, that percentage (expressed as a decimal) which is in effect from time to time under applicable regulations of any Governmental Entity, including, without limitation, under Regulation D of the Board of Governors of the Federal Reserve System of the United States of America, as such Regulation may be amended from time to time or any successor Regulation, as the maximum reserve requirement (including, without limitation, any basic, supplemental, emergency, special or marginal reserves) applicable with respect to eurocurrency liabilities as that term is defined in such Regulation D (or against any other category of liabilities that includes deposits by reference to which the interest rate of LIBOR Advances is determined), whether or not any Lender has any eurocurrency liabilities subject to such reserve requirement at that time.

"LIBOR Suspension Notice" has the meaning specified in Section 3.9(c).

"Lien" means, with respect to any Property, any charge, mortgage, pledge, hypothecation, security interest, lien, conditional sale (or other title retention agreement or lease in the nature thereof), lease, servitude, assignment, adverse claim, defect of title, restriction, trust, right of set-off or other encumbrance of any kind in respect of such Property (including any Lien accounted for as a Capitalized Lease Obligation for purposes of a balance sheet prepared in accordance with IFRS), whether or not filed, recorded or otherwise perfected under applicable Law.

"Loan Documents" means this Agreement and the Ancillary Agreements; and **"Loan Document"** means any one of such Loan Documents.

"London Banking Days" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

"Loss" means any loss whatsoever, whether direct or indirect, including expenses, costs, damages, judgments, penalties, fines, charges, claims, demands, liabilities, loss of profits, debts, interest and any and all legal fees and disbursements, on a solicitor and own client basis.

"Majority Lenders" means at any particular time: (a) prior to termination of the Commitments such group of Lenders whose Individual Commitments under the Credit Facilities at such time aggregate at least two-thirds of the aggregate of the Individual Commitments of all the Lenders under the Credit Facilities; and (b) after termination of the Commitments, such group of Lenders whose Outstandings at such time aggregate at least two-thirds of the aggregate of the Outstandings of all of the Lenders on the date the Commitments are terminated. Notwithstanding the foregoing: (i) at any time that there are two or more Lenders, the "group of lenders" referred to in (a) and (b) above shall include at least two Lenders; and (ii) for matters which only relate to or affect a specific Credit Facility, each reference in (a) above to "the Credit Facilities" shall be deemed to be a reference only to that specific Credit Facility.

"Material Acquisition" means any Permitted Acquisition (including, without limitation, a Bulk Aircraft Purchase), with a purchase price of \$ [REDACTED] or greater.

"Material Adverse Effect" means a material adverse effect (or a series of adverse effects, none of which is material in and of itself but which, cumulatively, results in a material adverse effect) on: (a) the Business, operations, Property, financial condition or prospects of any Borrower and its Consolidated Subsidiaries, measured as a whole; or (b) the ability of the Borrower to perform any of its payment obligations under this Agreement or any Ancillary Agreement to which the Borrower is a party; (c) the ability of the Agent or the Lenders to enforce any of the obligations of the Borrower or Guarantors, as the case may be, under this Agreement or any Ancillary Agreement, in each case in accordance with applicable Laws; (d) the enforceability or priority of the security interests and liens in favour of the Agent; or (e) the value of the Collateral.

"Material Agreement" means any agreement to which any Exchange Party is a party or by which it is bound having liabilities or obligations of any party thereto over a period of one year in excess of [REDACTED] and any other agreement from time to time included in Schedule L.

"Material Governmental License" means any governmental license: (a) to which is attached obligations on the part of the Exchange Parties which has an economic value to the Exchange Parties in excess of [REDACTED] per annum; or (b) issued to an Exchange Party that, if terminated, would materially impair the ability of the Exchange Parties as a whole to carry on the Business in the ordinary course and would have a Material Adverse Effect.

"Maturity Date" means March 2, 2021, as such date may be extended in accordance with Section 2.7.

"Mortgaged U.S. Property" means any real Property located in the U.S. specifically mortgaged under the Security Documents.

"Multiemployer Plan" means any plan that is or has been a "multiemployer plan" (as such term is defined in Section 3(37) or 4001(a)(3) of ERISA) and that is maintained in the United States.

"Net Debt Proceeds" means with respect to the sale or issuance by any Exchange Party to any Person of any Debt or options to purchase any such Debt, or the exercise of any such options, the excess of the gross cash proceeds received by such Exchange Party from such sale, exercise or issuance, over all reasonable and customary underwriting commissions and legal, investment banking, brokerage and accounting and other professional fees, sales commissions and disbursements actually incurred by such Exchange Party in connection with such sale, issuance or exercise.

"Net Equity Proceeds" means with respect to the sale or issuance by EIC to any Person of any EIC Shares or other type of equity security, or warrants or options to purchase the foregoing, or the exercise of any such warrants or options, the excess of the gross cash proceeds received by EIC from such sale, exercise or issuance, over all reasonable and customary underwriting commissions and legal, investment banking, brokerage and accounting and other professional fees, sales commissions and disbursements actually incurred by EIC in connection with such sale, issuance or exercise.

"Non-BA Lender" means: (a) a Canadian Lender which is not permitted by applicable Law or customary market practices to create a Bankers' Acceptance for the purposes of subsequent sale, or (b) a Canadian Lender that elects to be a Non-BA Lender by providing notice of same to the Canadian Agent.

"Non-Extending Lender" has the meaning specified in Section 2.7.

"Notice" means any notice, citation, directive, request for information, writ, summons, statement of claim or other communication from any Person.

"Obligations" has the meaning specified in Section 9.1.

"OM GP" means OM GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"OM LP" means Overlanders Manufacturing LP (formerly OM LP), a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Operating Cash Flows" means, for any period in respect of any Person, operating cash flows as set out in the financial statements of that Person, prepared in accordance with IFRS.

"Original Currency" has the meaning specified in Section 11.11

"Other Currency" has the meaning specified in Section 11.11.

"Outstandings" means, with respect to any Canadian Lender at any time, an amount calculated in Canadian Dollars (using the Equivalent Amount for amounts outstanding denominated in U.S. Dollars) at such time equal to the sum of: (a) the aggregate principal amount of all outstanding Advances and Canadian Swing Line Loans by such Lender; (b) the aggregate Face Amount of all outstanding Bankers' Acceptances accepted and all BA Equivalent Notes purchased by such Lender; and (c) the aggregate Face Amount of all Letters issued by such Lender; and with respect to any U.S. Lender at any time, an amount calculated in U.S. Dollars at such time equal to the sum of (d) the aggregate principal amount of all outstanding Advances and U.S. Swing Line Loans by such Lender; and (e) the aggregate Face Amount of all Letters issued by such Lender.

"Participant" has the meaning specified in Section 12.8(b).

"PAL Aero" means PAL Aero Services Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"PAL Aerospace" means PAL Aerospace Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"PAL Airlines" means PAL Airlines Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"PAL Aviation Properties" means PAL Aviation Properties Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"PAL Aviation Services" means PAL Aviation Services Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Pension Plan" means any plan, program, arrangement or understanding that is a pension plan for the purposes of any applicable pension benefits or tax laws of Canada or a province or territory thereof (for greater certainty not including the Canada Pension Plan maintained by the Government of Canada), which is maintained, administered or contributed to by (or to which there is or may be an obligation to contribute by) any of the Exchange Parties in respect of any Person's employment in Canada or a province or territory thereof, all related funding agreements and all related agreements, arrangements and understandings in respect of, or related to, any benefits to be provided thereunder. Each Pension Plan is described on Schedule M hereto.

"Performance Letter" means a Letter, the payment of which is contingent on the default of one or more enumerated performance obligations by one or more Exchange Parties.

"Perimeter GP" means Perimeter Aviation GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Perimeter LP" means Perimeter Aviation LP, a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Permitted Acquisitions" means a Bulk Aircraft Purchase, or an acquisition by a Borrower or any direct or indirect Subsidiary of a Borrower of a business related to the Business located in Canada or the United States, whether by way of amalgamation, share purchase, asset purchase or otherwise, where: (a) in the case of an acquisition of a public company, the acquisition is on a consensual and not hostile basis; (b) following such acquisition or Bulk Aircraft Purchase such Borrower and/or the Exchange Parties will be in compliance with the terms of this Agreement; (c) the Lenders have provided prior written consent to same, such consent not to be unreasonably withheld, provided that no consent shall be required if the acquisition or Bulk Aircraft Purchase does not result in a breach of the fifteen percent (15%) maximum described in Section 8.2(u); (d) except with respect to a Bulk Aircraft Purchase, such Borrower has provided pro forma financial statements to the Agent demonstrating that, after giving effect to the acquisition, such Borrower will be able to comply with all applicable financial covenants; (e) in the case of such asset purchase, on or prior to closing of the acquisition, the acquiring Exchange Party has provided to the Agent on behalf of the Lenders, Security Documents creating a first charge security and first perfected security interest on all Property acquired in connection with the acquisition, together with such opinions and other documents as the Agent may require, all in form and substance acceptable to the Agent and its counsel; (f) in the case of a Bulk Aircraft Purchase, the acquiring party reports a Bulk Aircraft Purchase in accordance with Section 8.1(b)(xiv) hereof, and within forty-five (45) days thereafter, provides to the Agent on behalf of the Lenders, any Security Documents required by the Agent to provide the Agent with reasonable security over the purchased aircraft in accordance with Article IX hereof; (g) in the case of a share purchase, the acquired corporation qualifies as a Restricted Subsidiary; (h) after giving effect to the acquisition or Bulk Aircraft Purchase, all representations and warranties contained in this Agreement or in any Ancillary Agreements shall be true and correct as of the date of such acquisition or Bulk Aircraft Purchase with the same force and effect as if such representations and warranties had been made on and as of such date and the Exchange Parties and their Subsidiaries shall be in compliance with all covenants contained in the Loan Documents and no Default or Event of Default shall have occurred and be continuing; provided that, to the extent the disclosure in the representations and warranties is no longer true and correct, such Borrower shall be entitled to update such disclosure provided if such disclosure is materially adverse it must be approved by the Lenders; and (i) on or prior to closing the acquisition, such Borrower have provided an officers' certificate as to compliance with the foregoing. Notwithstanding the foregoing, "Permitted Acquisitions" also includes one or more acquisitions in any Financial Year of a Borrower, by a Borrower or any direct or indirect Subsidiary of a Borrower, of the shares of any company or companies ("Single Purpose Entities") located outside of Canada or the United States whose sole assets are airplanes having a value less than \$1,000,000 in the aggregate for all such Single Purpose Entities acquired in such Financial Year, so long as subparagraphs (b), (h) and (i) of this definition of Permitted Acquisition are also complied with and such Borrower provides, within five (5) Business Days of any such acquisition, certificate(s) representing the shares of such Single Purpose Entity accompanied by an executed stock power and an up-to-date organization chart. The Exchange Parties hereby covenant that each such Single Purpose Entity shall not own any assets at any time after it is acquired by a Borrower or any direct or indirect Subsidiary of a Borrower, other than the airplanes owned by it at the time of such acquisition.

"Permitted Construction Projects" means all Construction Projects contemplated by the annual budget referred to in Section 8.1(a)(iv) of this Agreement.

"Permitted Debt" means the following Debt: (a) existing lease liabilities or replacement lease liabilities which do not exceed in the aggregate the amount of existing lease liabilities; (b) Purchase Money Debt in an aggregate maximum amount of [REDACTED], on a consolidated basis (excluding the existing Capitalized Lease Liabilities for airplanes); (c) Debt described on Schedule G under the heading "Permitted Debt"; (d) all obligations of the Exchange Parties relative to the face amount of EDC Guaranteed Letters of Credit; (e) other Debt (secured or unsecured) to a maximum aggregate amount of \$[REDACTED]; (f) obligations under any guarantee or indemnity in favour of a third party in respect of liabilities of any other Exchange Party which liabilities are otherwise permitted to be incurred by such other Exchange Party; and (g) such other Debt of the Exchange Parties that is approved and consented to from time to time in advance in writing by the Agent and the Lenders, acting reasonably.

"Permitted Liens" means, with respect to any Person, any one or more of the following:

(a) Liens for Taxes, assessments or governmental charges or levies not at the time due and delinquent or the validity of which is being contested at the time by the Person in good faith by proper legal proceedings if, in the Agent's opinion, upon direction from the Majority Lenders: (i) adequate security has been provided to the Lenders to ensure the payment of such Taxes, assessments and charges; (ii) adequate reserves with respect thereto are maintained on the books of such Person, in accordance with IFRS and, in each case, such Liens will not materially interfere with use of such Property by such Person or involve any immediate danger of the sale, forfeiture or loss of such Property;

(b) Liens resulting from any judgment rendered or Claim filed against such Person which such Person shall be contesting in good faith by proper legal proceedings if, in the Agent's opinion, upon direction from the Majority Lenders: (i) adequate security has been provided to the Agent to ensure the payment of such judgment or Claim; (ii) adequate reserves with respect thereto are maintained on the books of such Person, in accordance with IFRS; and, (iii) in each case, such Liens will not materially interfere with use of such Property by such Person or involve any immediate danger of the sale, forfeiture or loss of such Property;

(c) undetermined or inchoate Liens arising in the ordinary course of business which have not at such time been filed pursuant to Law against such Person or which relate to obligations not due or delinquent;

(d) Liens affecting real property of such Person which are: (i) title defects, encroachments or irregularities of a minor nature; or (ii) restrictions, easements, rights-of-way, servitudes or other similar rights in land (including, without restriction, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by other Persons and, in each case, such Liens will not materially interfere with the use of such real property by such Person;

(e) the right reserved to or vested in any Governmental Entity by any statutory provision, or by the terms of any lease, licence, franchise, grant or permit of such Person, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(f) any Lien resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure worker's compensation, surety or appeal bonds, costs of litigation when required by Law, and public and statutory obligations;

(g) any Lien resulting from security given to a public utility or Governmental Entity when required by such utility or Governmental Entity in connection with the operation of the business of such Person;

(h) the reservations, limitations, provisos and conditions, if any, expressed in any original grants of real property from the Crown;

(i) carriers', warehousemen's, mechanics', material-men's, repairmen's or other similar Liens arising in the ordinary course of business which are not registered against title to the Collateral and are not overdue for a period of more than thirty (30) days or which are being contested at the time by the Person in good faith by proper legal proceedings if, in the Agent's opinion, upon direction from the Majority Lenders; (i) adequate security has been provided to the Agent or to a court of competent jurisdiction to ensure payment of such Liens; (ii) adequate reserves with respect thereto are maintained on the consolidated books of such Person, in accordance with IFRS; and (iii) in each case, such Liens will not materially interfere with use of such Property by the Person or involve any immediate danger of the sale, forfeiture or loss of such Property;

(j) any Lien, payment of which has been provided for by the depositing with the Agent of an amount in cash, or the obtaining of a surety bond satisfactory to the Agent, upon direction from the Majority Lenders, in their absolute discretion, sufficient in either case to pay or discharge such Lien and which deposit or bond the Agent is authorized to use or draw upon for that purpose;

(k) zoning and building by-laws and ordinances, municipal by-laws, provincial laws, and regulations, which do not adversely affect in any material respect the use of real property concerned in the operation of the business conducted on such real property;

(l) covenants restricting or prohibiting access to or from lands abutting on controlled access highways, which do not adversely impair in any material respect the use of the real property concerned in the operation of the business conducted on such real property;

(m) Liens securing permitted Purchase Money Debt; provided that: (i) such Liens shall extend only to the specific Property of the Exchange Parties acquired with the proceeds of such Purchase Money Debt (and not any other portion of the Collateral); (ii) recourse in respect

of such Liens shall be limited to such specific Property; and (iii) such liens shall not exceed [REDACTED] or such greater amount as is from time to time approved by the Lenders;

(n) Liens securing Intercompany Debt, which are subordinated to the Liens described in paragraph (o) below on terms acceptable to the Lenders and Agents;

(o) Liens in favour of the Agent or the Lenders created by the Security Documents;

(p) Liens securing the Permitted Debt described in subparagraph (e) of the definition of Permitted Debt; and

(q) any Liens other than the Liens described in paragraphs (a) to (p) above existing on the date hereof and disclosed in Schedule G, but not any extension or renewal thereof and only to the extent that such Liens are not extended to any other Property and there is no increase in the amount secured thereby as of the date of this Agreement.

"Permitted Rating" means, with respect to any financial investment, a rating for short-term indebtedness of A (High) or better from Dominion Bond Rating Service Limited or a rating for long-term indebtedness of A (High) or better from Dominion Bond Rating Service Limited or equivalent rating from Standard & Poor's Rating Services, a division of McGraw-Hill Companies, Inc., or Moody's Investors Service, Inc.

"Person" means an individual, partnership (including limited partnership), corporation, limited liability company, association, trust, unincorporated association, syndicate, joint venture or other entity or Governmental Entity and pronouns have a similarly extended meaning.

"Petroleum Substances" means crude oil, crude bitumen, synthetic crude oil, petroleum, natural gas, natural gas liquids, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with any of the foregoing, including hydrogen sulphide and sulphur.

"Plan" means an "employee benefit plan" (as defined in Section 3(3) of ERISA and determined without regard to whether such plan is covered by ERISA) maintained in the United States and that is or, within the six years preceding the date of this Agreement, has been established or maintained, or to which contributions are or, within the six years preceding the date of this Agreement, have been made or required to be made, by Stainless or any ERISA Affiliate or with respect to which Stainless or any ERISA Affiliate may have any liability or obligation or any kind, other than a Multiemployer Plan.

"Prime Rate" means, for any particular day, the variable rate of interest per annum, calculated on the basis of a year of three hundred and sixty-five (365) days, equal to the greater of (a) rate of interest per annum established and reported by the Agent to the Bank of Canada for such day as the variable rate of interest per annum for the determination of interest rates that the Agent charges to its customers of varying degrees of creditworthiness for Canadian Dollar loans made by it in Canada and which it refers to as its "Prime Rate"; and (b) the rate of

interest per annum equal to the average one month's Bankers' Acceptance rates expressed as annual yield rates as quoted on Reuter Service CDOR Page determined as of 10:00 a.m. Toronto time on that day, plus  basis points per annum. If at any time the rate of interest described in paragraph (a) above is less than zero, such rate shall be deemed to be zero for the purposes of calculating the Prime Rate, and if at any time the average one month's Bankers' Acceptance rate, determined as described in paragraph (b) above, is less than zero, such rate shall be deemed to be zero for the purposes of calculating the Prime Rate.

"Prime Rate Advance" means an Advance denominated in Canadian Dollars which bears interest based on the Prime Rate.

"Pro Rata Share" means at any time, with respect to a Lender and a Credit Facility, the ratio of the Individual Commitment of such Lender with respect to such Credit Facility at such time to the aggregate of the Individual Commitments of all the Lenders with respect to such Credit Facility at such time.

"Property" means, with respect to any Person, any interest of such Person in any land or property or asset of every kind, wherever situate, whether now owned or hereafter acquired, whether real or immovable, personal, movable or mixed, tangible or corporeal, intangible or incorporeal, including capital stock in any other Person.

"Provincial" means Provincial Aerospace Ltd., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Purchase Money Debt" means, with respect to any Person, all obligations of such Person incurred to finance the acquisition of Property, which shall not include any improvement or addition to any existing Property, forming part of the Collateral.

"Qualified ECP Guarantor" means, at any time, a corporation, partnership, proprietorship, organization, trust or other entity with total assets exceeding \$.

"R1 LP" means R1 Canada LP, a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"R1 GP" means R1 GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"Rate Hedging Limit" has the meaning set out in Section 9.1(b).

"Real Estate" means the real estate of the Exchange Parties held in fee simple or an interest analogous to a fee simple interest as absolute owner.

"Receiver" means a receiver, receiver and manager or other person having similar powers or authority appointed by the Agent or by a court at the instance of the Agent in respect of the Collateral or any part thereof.

"Regional One" means Regional One, Inc., a corporation incorporated and existing under the laws of State of Florida, one of the United States of America, and its successors and permitted assigns.

"Release" when used as a verb includes release, spill, leak, emit, deposit, discharge, leach, migrate, dump, issue, empty, place, seep, exhaust, abandon, bury, incinerate or dispose into the Environment and **"Release"** when used as a noun has a correlative meaning.

"Remedial Action" means any action, whether voluntary or compelled, that is reasonably necessary to: (a) clean up, remove, treat or in any other way deal with Hazardous Substances in the Environment; (a) prevent any Release of Hazardous Substances where such Release would violate any Environmental Laws or would endanger or threaten to endanger public health or welfare or the environment; or (c) perform remedial studies, investigations, restoration and post-remedial studies, investigations and monitoring on, about or in connection with the Business or any of the Real Estate, Leasehold Real Estate or other Property (including the Collateral).

"Rental Expense" means, for any period, with respect to any Person, the aggregate amount of rental payments paid or payable by such Person during such period in respect of the rental of real or personal property. For greater certainty, "Rental Expense" is intended to include all such payments that are properly characterized as expenses on an income statement prepared according to IFRS and excludes, inter alia, Capitalized Lease Liabilities.

"Restricted Subsidiary" means, with respect to any of the Borrowers and the other Guarantors, any direct or indirect Subsidiary formed or acquired after the date hereof in accordance with the following: (a) a Restricted Subsidiary shall be a corporation, limited partnership or other entity formed under the laws of Canada or a province thereof or a state of the United States of America; (b) on or prior to the acquisition or formation of the Restricted Subsidiary, the Restricted Subsidiary shall provide to the Agent a Guarantee and Security Documents creating first charge security on all Property of the Restricted Subsidiary, together with such opinions and other documents as the Agent and its counsel may require, all in form and substance acceptable to the Agent and its counsel; and (c) after giving effect to the formation or acquisition of the Restricted Subsidiary, all representations and warranties contained in this Agreement or in any Ancillary Agreements shall be true and correct as of the date of such formation or acquisition with the same force and effect as if such representations and warranties had been made on and as of such date and the Exchange Parties shall be in compliance with all covenants contained in the Loan Documents and no Default or Event of Default shall have occurred and be continuing; and (d) on or prior to the acquisition or formation of the Restricted Subsidiary, the Borrowers shall provide an officers' certificate to the Agent as to compliance with the foregoing.

"Revolver Facility" means the Canadian Revolver Facility or the U.S. Revolver Facility, as the context requires.

"Sale-Leaseback Transaction" means, with respect to any Person, any direct or indirect arrangement pursuant to which such Person or a Subsidiary of such Person transfers or

causes the transfer of Property to another Person and leases it back from such Person pursuant to a capitalized lease classified and accounted for as a capital lease under IFRS.

"Sanction(s)" means any international economic sanction administered or enforced by the Canadian Government, United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other sanctions authority which, to the knowledge of any Exchange Party, is relevant.

"SARLA" means the Sixth Amended and Restated Loan Agreement for EIC and the U.S. Borrower as borrowers dated February 6, 2015 as amended by the First Amendment to the Sixth Amended and Restated Loan Agreement dated July 2, 2015 and the Second Amendment to the Sixth Amended and Restated Loan Agreement dated October 15, 2015.

"Secured Cash Management Agreements" means any Cash Management Agreement that is entered into by and between any Exchange Party and any Cash Management Bank.

"Secured Hedging Transactions" means Hedging Transactions between a Borrower and its Subsidiaries and any one or more of the Lenders (including any Person who was, at the time of entering into a Hedging Transaction, a Lender) included in Obligations.

"Security Documents" means those agreements and other documents in favour of the Agent for the benefit of the Agent and the Lenders, as the case may be, described in Schedule O, as such documents may be amended, restated or supplemented from time to time, and any other agreement or instrument which may from time to time be held by the Agent for the benefit of the Agent and the Lenders, as the case may be, as security for all or any portion of the Obligations.

"Stainless" means Stainless Fabrication, Inc., a corporation incorporated and existing under the laws of the State of Missouri, one of the United States of America, and its successors and permitted assigns.

"Subordinated Debt" means any Debt that is subordinated and postponed, to the satisfaction of the Agent and the Lenders, to the Obligations.

"Subordination Agreement" means the Subordination and Postponement Agreement among each of the Borrowers, Guarantors, Lenders and Agents dated May 12, 2014.

"Subsidiary" means, at any time, as to any Person, any corporation or other Person, if at such time the first-mentioned Person owns, directly or indirectly, securities or other ownership interests in such corporation or other Person, having ordinary voting power to elect a majority of the board of directors or persons performing similar functions for such corporation or other Person or has the power to determine the policies and conduct of the management of such corporation or other Person and for greater certainty includes a Subsidiary of a Subsidiary.

"Substance" means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, and organic or inorganic matter.

"Swing Line Facility" means the Canadian Swing Line Facility or the U.S. Swing Line Facility, as the context requires.

"Swing Line Lender" means The Toronto-Dominion Bank, in its capacity as the Canadian Swing Line Lender, its successors and permitted assigns and/or The Toronto-Dominion Bank (New York Branch) in its capacity as U.S. Swing Line Lender, its successors and assigns, as applicable.

"Swing Line Lender's Account" means such account or accounts maintained by the Swing Line Lender at the branch bank of the Swing Line Lender, the particulars of which shall have been notified to the applicable Borrower by the Swing Line Lender.

"Synthetic Leases" of any Person means any lease (including leases that may be terminated by the lessee at any time) of any Property (whether real, personal or mixed): (a) that is not a capital lease in accordance with IFRS; and (b) in respect of which the lessee retains or obtains ownership of the Property so leased for federal income tax purposes, other than any such lease under which that Person is the lessor.

"Taxes" means all taxes imposed by any Governmental Entity, including income, profits, real property, personal property, goods and services, sales, transfer, purchase, stumpage, registration, capital, excise, import duties, payroll, unemployment, disability, employee's income withholding, social security or withholding.

"Team J.A.S." means Team J.A.S., Inc., a corporation incorporated and existing under the laws of the State of Florida, one of the United States of America, and its successors and permitted assigns.

"Total Debt Service Coverage Ratio" means the ratio (a) over (b) where (a) equals Consolidated EBITDAR less Unfunded Capital Expenditures less Consolidated Cash Taxes Paid less distributions on EIC Shares for the four most recent Financial Quarters (including for certainty any redemption or repurchase of any EIC Shares) less payments of any principal on or redemption or repurchase of the Canadian Borrower's convertible debentures pursuant to any normal course issuer bid, and (b) equals the required scheduled principal repayment plus Consolidated Interest Charges plus Consolidated Rent for the four most recent Financial Quarters, calculated based on the consolidated financial statements of EIC and calculated as set out in Section 8.3.

"Total Outstandings" means, at any time:

(a) with respect to the Canadian Revolver Facility, the aggregate amount in Canadian Dollars of all Outstandings thereunder at such time, calculated by reference to the Equivalent Canadian \$ Amount, in the case of Outstandings in U.S. Dollars;

(b) with respect to the Canadian Swing Line Facility, means the aggregate amount in Canadian Dollars of all Canadian Swing Line Loans at such time calculated by reference to the Equivalent Canadian \$ Amount, in the case of Outstandings in U.S. Dollars;

(c) with respect to the U.S. Revolver Facility, means the aggregate amount in U.S. Dollars of all Outstandings thereunder at such time;

(d) with respect to the U.S. Swing Line Facility, means the aggregate amount in U.S. Dollars of all U.S. Swing Line Loans at such time; and

(e) with respect to the Credit Facilities, the aggregate of the Total Outstandings under the Credit Facilities, with the Total Outstandings owed to Canadian Lenders being calculated by reference to the Equivalent Canadian \$ Amount, in the case of any Outstandings in U.S. Dollars.

"Unfunded Capital Expenditures" means, for any period with respect to any Person, Capital Expenditures financed through Operating Cash Flows of such Person less the aggregate amount of undrawn availability under the Credit Facilities; provided, however, that, on the date of any calculation of "Unfunded Capital Expenditures", the foregoing deduction of undrawn availability may be made on such date only to the extent that the Exchange Parties would be in compliance with Article 8 hereof if the amount of such deduction had actually been advanced under the Credit Facilities.

"U.S. Agent" means Toronto Dominion (Texas) LLC in its capacity as agent for the U.S. Lenders.

"U.S. Agent's Account" means such account or accounts maintained by the U.S. Agent at New York, New York, in favour of the U.S. Agent in respect of the U.S. Facilities Commitment.

"U.S. Base Rate" means, for any particular day, the greater of (i) the variable rate of interest per annum, established and announced by the Agent in Toronto for such day as the reference rate of interest per annum for the determination of interest rates that the Agent charges to its customers of varying degrees of creditworthiness for U.S. Dollar loans made by it in Canada; (ii) the variable rate of interest per annum, equal to the weighted average rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal Funds Brokers as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York plus % per annum; and (iii) one month LIBOR plus % per annum, provided that in no event shall the "U.S. Base Rate" be less than zero.

"U.S. Base Rate Advance" means an Advance denominated in U.S. Dollars bearing interest based on the U.S. Base Rate.

"U.S. Borrower" means EEIF Management USA, Inc., a corporation incorporated and existing under the laws of State of Delaware, one of the United States of America, and its successors and permitted assigns.

"U.S. Borrowing Notice" has the meaning specified in Section 3.2(b) and is in the form attached hereto as Schedule B.

"U.S. Dollars" and **"U.S. \$"** means lawful money of the United States of America.

"U.S. Facilities" means the U.S. Revolver Facility and the U.S. Swing Line Facility.

"U.S. Lenders" means The Toronto-Dominion Bank, New York Branch, Roynat Business Capital Inc., Canadian Imperial Bank of Commerce, New York Branch, National Bank of Canada-New York Branch, Desjardins Florida Branch and any one or more Assignees and their respective successors and permitted assigns as may become a party hereto in their capacities as Lenders under the U.S. Revolver Facility or the U.S. Swing Line Facility and **"U.S. Lender"** means any one of the U.S. Lenders.

"U.S. Prime Rate" means, at any time, the greater of: (i) the rate of interest then most recently established by The Toronto-Dominion Bank, New York Branch as its base rate for U.S. dollars loaned in the United States and (ii) the variable rate of interest per annum, equal to the weighted average rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal Funds Brokers as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York plus % per annum. The U.S. Prime Rate is not necessarily intended to be the lowest rate of interest determined by the U.S. Agent in connection with extensions of credit, provided that in no event shall the **"U.S. Prime Rate"** be less than zero.

"U.S. Prime Rate Advance" means an Advance denominated in U.S. Dollars bearing interest based on the U.S. Prime Rate.

"U.S. Revolver Facility" means the revolving extendable term credit facilities in the amounts set out in Schedule A under the heading **"U.S. Revolver Facility"**.

"U.S. Revolver Facility Commitment" means the sum of the Individual Commitments of The Toronto-Dominion Bank, New York Branch, Roynat Business Capital Inc., Canadian Imperial Bank of Commerce, New York Branch, National Bank of Canada-New York Branch and Desjardins Florida Branch in respect of the U.S. Revolver Facility, as set out on Schedule A hereto.

"U.S. Revolver Facility Commitment Fee" has the meaning ascribed to it in Section 2.9.

"U.S. Revolver Facility Lenders" means The Toronto-Dominion Bank, New York Branch, Roynat Business Capital Inc., Canadian Imperial Bank of Commerce, New York Branch, National Bank of Canada-New York Branch, Desjardins Florida Branch and any one or more Assignees, their respective successors and permitted assigns as may become a party hereto,

in their capacities as Lenders under the U.S. Revolver Facility and "U.S. Revolver Facility Lender" means any one of the U.S. Revolver Facility Lenders.

"U.S. Swing Line Facility" means the revolving facilities set out in Schedule A hereto under the heading "U.S. Swing Line Facility".

"U.S. Swing Line Facility Commitment" means the Individual Commitment of The Toronto-Dominion Bank (New York Branch) in respect of the U.S. Swing Line Facility as set out on Schedule A hereto.

"U.S. Swing Line Facility Commitment Fee" has the meaning ascribed to it in Section 2.9.

"U.S. Swing Line Lenders" means The Toronto-Dominion Bank (New York Branch) and anyone or more assignees, their respective successors and permitted assigns as may become a party hereto in their capacities as lenders under the U.S. Swing Line Facility and **"U.S. Swing Line Lender"** means any one of the U.S. Swing Line Lenders.

"U.S. Swing Line Loan" means an Advance made by the Swing Line Lender under the U.S. Swing Line Facility pursuant to Section 3.8.

"WBM GP" means WBM GP Inc., a corporation incorporated and existing under the federal laws of Canada, and its successors and permitted assigns.

"WBM LP" means Water Blast Manufacturing LP (formerly WBM LP), a limited partnership formed and existing under the laws of the Province of Manitoba, and its successors and permitted assigns.

"Welfare Plan" means a "welfare plan", as such term is defined in Section 3(1) of ERISA and determined without regard to whether such plan is covered by ERISA, that is maintained in the United States and for which Stainless or any ERISA Affiliate has any obligation or liability.

1.2 Interpretation.

This Agreement shall be interpreted in accordance with the following:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) headings are inserted for convenience only and shall not affect the interpretation of this Agreement, any Ancillary Agreements or any provisions hereof or thereof;
- (c) references to dollars, unless otherwise specifically indicated, shall be references to Canadian Dollars;

(d) the word "including" shall mean "including without limitation" and "includes" shall mean "includes without limitation";

(e) the expressions "the aggregate", "the total", "the sum" and expressions of similar meaning shall mean "the aggregate (or total or sum) without duplication";

(f) in the computation of periods of time, unless otherwise expressly provided, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding";

(g) the expression "at arm's length" shall have the meaning ascribed thereto for the purpose of the *Income Tax Act* (Canada); and

(h) accounting terms not specifically defined shall be construed in accordance with IFRS. Except as otherwise mandated by changes in IFRS from time to time, the financial statements required to be delivered pursuant to this Agreement shall be prepared, and all calculations made for the purposes of this Agreement shall be made, unless otherwise provided for herein, by the application of IFRS applied on a basis consistent with the most recent audited financial statements previously delivered to the Agents. In the event of any change in accounting policies or practices used by the Borrowers, including any change resulting from a change in IFRS made after the Closing Date, which, in any material respect, changes, or results in a change in the method of calculation of, or has an impact on, any financial covenant, financial ratio, term or provision applicable to an Exchange Party, as determined by the Lenders acting reasonably, the Borrowers and the Agents (with the approval of the Lenders) will negotiate in good faith to revise (if applicable) such financial covenant, financial ratio, term or provision. If the Borrowers and the Agents are unable to agree upon revisions to such financial covenant, financial ratio, term or provision, the Borrowers shall continue to provide financial statements, certificates and other information required under this Agreement in accordance with previously existing IFRS and all financial covenants, financial ratios, terms and provisions shall be applied, calculated and interpreted in accordance with previously existing IFRS.

1.3 Ancillary Agreements.

The provisions of Section 1.2 shall apply to the interpretation of the Ancillary Agreements unless specifically otherwise indicated.

1.4 Severability.

If any provision of this Agreement or any Ancillary Agreement is, or becomes, illegal, invalid or unenforceable, such provision shall be severed from this Agreement or such Ancillary Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability. The remaining provisions hereof or thereof shall be unaffected by such provision and shall continue to be valid and enforceable.

1.5 Entire Agreement.

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties relating to the subject matter hereof and entered into prior to the date of this Agreement.

1.6 Waiver.

No failure on the part of the Canadian Agent, the U.S. Agent or any of the Lenders to exercise, and no delay in exercising, any right under this Agreement or any Ancillary Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right under this Agreement or any Ancillary Agreement preclude any other or further exercise thereof or the exercise of any other right; nor shall any waiver of one provision be deemed to constitute a waiver of any other provision (whether or not similar). No notice to or demand on any Borrower in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver of any of the provisions of this Agreement or any Ancillary Agreement shall be effective unless it is in writing duly executed by the waiving party.

1.7 Governing Law.

(a) This Agreement and, unless otherwise provided therein, each Ancillary Agreement, shall be governed by, and interpreted in accordance with, the Laws of the Province of Manitoba and the Laws of Canada applicable therein, without giving effect to any conflicts of law rules thereof, except to the extent that (i) the creation, validity or perfection of any lien or security interest, or remedies related thereto, in any of the Collateral are required to be governed by the laws of another jurisdiction, or (ii) any of the Ancillary Agreements contain a choice of law provision expressly designating that the laws of another jurisdiction shall be applicable.

(b) The parties hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Manitoba with respect to any matter arising under or related to this Agreement, and unless otherwise provided therein, any Ancillary Agreement.

1.8 Incorporation of Schedules.

The following schedules attached shall, for all purposes hereof, be incorporated in and form an integral part of this Agreement:

Schedule A	-	Individual Commitments
Schedule B	-	Notice of Request for Advance
Schedule B1	-	Conversion Notice
Schedule C	-	Issue Notice
Schedule D	-	Compliance Certificate
Schedule E	-	Subsidiaries and Locations of Collateral
Schedule F	-	Litigation
Schedule G	-	Permitted Liens and Permitted Debt
Schedule H	-	Intellectual Property

Schedule I	-	Leasehold Real Estate
Schedule J	-	Real Estate
Schedule K	-	Environmental Matters
Schedule L	-	Material Agreements
Schedule M	-	Pension Plans
Schedule N	-	Addresses for Notice
Schedule O	-	Security Documents
Schedule P	-	Authorized and Issued Capital
Schedule Q	-	Intentionally Deleted
Schedule R	-	Intentionally Deleted
Schedule S	-	Assignment Agreement
Schedule T	-	Intentionally Deleted
Schedule U	-	Intentionally Deleted
Schedule V	-	Canadian Repayment Notice
Schedule W	-	U.S. Repayment Notice

1.9 Conflicts.

If a conflict or inconsistency exists between a provision of this Agreement and a provision of any of the other Loan Documents or any part thereof, then the provisions of this Agreement shall prevail. Notwithstanding the foregoing, if there is any right or remedy of the Canadian Agent, the U.S. Agent or any of the Lenders set out in any of the other Loan Documents or any part thereof which is not set out or provided for in this Agreement, such additional right or remedy shall not constitute a conflict or inconsistency.

ARTICLE II CREDIT FACILITIES

2.1 Credit Facilities.

(a) Each of the Canadian Revolver Facility Lenders severally agrees, on the terms and conditions of this Agreement, to make available to the Canadian Borrower its Pro Rata Share of the Canadian Revolver Facility by making such Accommodations to the Canadian Borrower as may be requested by the Canadian Borrower thereunder from time to time in accordance with this Agreement.

(b) Each of the U.S. Revolver Facility Lenders severally agrees, on the terms and conditions of this Agreement, to make available to the U.S. Borrower its Pro Rata Share of the U.S. Revolver Facility by making such Accommodations to the U.S. Borrower as may be requested by the U.S. Borrower thereunder from time to time in accordance with this Agreement.

(c) The Canadian Swing Line Lender agrees, on the terms and conditions set out in Section 3.7 of this Agreement, to make Canadian Swing Line Loans available to the Canadian Borrower.

(d) The U.S. Swing Line Lender agrees, on the terms and conditions set out in Section 3.8 of this Agreement, to make U.S. Swing Line Loans available to the U.S. Borrower.

2.2 Commitments and Facility Limits.

Revolver Facilities.

(a) The Canadian Borrower shall at all times cause the Total Outstandings under the Canadian Revolver Facility to be no greater than the Canadian Revolver Facility Commitment, and the Outstandings in respect of any Lender under the Canadian Revolver Facility to be no greater than the Individual Commitment of such Lender under the Canadian Revolver Facility.

(b) All or any portion of the Canadian Revolver Facility which is not utilized by the Canadian Borrower on the Closing may be utilized from time to time thereafter on the terms and conditions of this Agreement. Except to the extent the Canadian Revolver Facility Commitment is permanently reduced in accordance with this Agreement, the Canadian Revolver Facility shall revolve until the Maturity Date and no payment under the Canadian Revolver Facility shall, of itself, reduce the Canadian Revolver Facility Commitment until the Maturity Date, at which time the Canadian Revolver Facility shall become due and payable. All or any portion of the Canadian Revolver Facility Commitment may be cancelled by the Canadian Borrower at any time by written notice from the Canadian Borrower to the Canadian Agent in accordance with Section 2.8.

(c) Upon any reduction of the Canadian Revolver Facility Commitment, the Individual Commitment of each Lender with respect to the Canadian Revolver Facility shall thereupon be reduced by an amount equal to such Lender's Pro Rata Share of the amount of such reduction of the Canadian Revolver Facility.

(d) The U.S. Borrower shall at all times cause the Total Outstandings under the U.S. Revolver Facility to be no greater than the U.S. Revolver Facility Commitment, and the Outstandings in respect of any Lender under the U.S. Revolver Facility to be no greater than the Individual Commitment of such Lender under the U.S. Revolver Facility.

(e) All or any portion of the U.S. Revolver Facility which is not utilized by the U.S. Borrower on the Closing may be utilized from time to time thereafter on the terms and conditions of this Agreement. Except to the extent the U.S. Revolver Facility Commitment is permanently reduced in accordance with this Agreement, the U.S. Revolver Facility shall revolve until the Maturity Date and no payment under the U.S. Revolver Facility shall, of itself, reduce the U.S. Revolver Facility Commitment until the Maturity Date, at which time the U.S. Revolver Facility shall become due and payable. All or any portion of the U.S. Revolver Facility Commitment may be cancelled by the U.S. Borrower at any time by written notice from the U.S. Borrower to the U.S. Agent in accordance with Section 2.8.

(f) Upon any reduction of the U.S. Revolver Facility Commitment, the Individual Commitment of each Lender with respect to the U.S. Revolver Facility shall thereupon be

reduced by an amount equal to such Lender's Pro Rata Share of the amount of such reduction of the U.S. Revolver Facility.

Swing Line Facilities

(g) The Canadian Borrower shall at all times cause the Total Outstandings under the Canadian Swing Line Facility to be no greater than the Canadian Swing Line Facility Commitment.

(h) The U.S. Borrower shall at all times cause the Total Outstandings under the U.S. Swing Line Facility to be no greater than the U. S. Swing Line Facility Commitment.

2.3 Available Accommodations.

(a) Each of the Canadian Lenders shall, on the terms and conditions of this Agreement, make its Pro Rata Share of the following Accommodations available under the Canadian Revolver Facility as follows:

- (i) Prime Rate Advances denominated in Canadian Dollars, U.S. Base Rate Advances denominated in U.S. Dollars and LIBOR Advances on the occasion of any Borrowing;
- (ii) Bankers' Acceptances denominated in Canadian Dollars on the occasion of any Acceptance;
- (iii) Letters denominated in Canadian Dollars, U.S. Dollars or Euros (in the case only of an Issuing Lender).

(b) Each of the U.S. Lenders shall, on the terms and conditions of this Agreement, make its Pro Rata Share of the following Accommodations available under the U.S. Revolver Facility:

- (i) U.S. Prime Rate Advances denominated in U.S. Dollars and LIBOR Advances on the occasion of any Borrowing;
- (ii) Letters denominated in U.S. Dollars (in the case only of an Issuing Lender).

(c) The Canadian Swing Line Lender shall, on the terms and conditions of this Agreement make the following Accommodations available under the Canadian Swing Line Facility:

- (i) Prime Rate Advances (denominated in Canadian Dollars), U.S. Base Rate Advances (denominated in U.S. Dollars) and LIBOR Advances;

- (ii) Bankers' Acceptances denominated in Canadian Dollars on the occasion of any Acceptance;
- (iii) Letters denominated in Canadian Dollars or U.S. Dollars.

(d) The U.S. Swing Line Lender shall, on the terms and conditions of this Agreement, make the following Accommodations available under the U.S. Swing Line Facility:

- (i) U.S. Prime Rate Advances (denominated in U.S. Dollars) and LIBOR Advances.

(e) All Advances, Canadian Swing Line Loans, U.S. Swing Line Loans, Bankers' Acceptances and Letters requested hereunder shall be made available to the Borrower in accordance with Article III, Article IV and Article V, as applicable.

2.4 Use of Proceeds.

The Borrowers shall use the proceeds of Accommodations under the Canadian Facilities and U.S. Facilities, as applicable, for general corporate purposes including working capital requirements, repayment of existing credit facilities, Capital Expenditures and Permitted Acquisitions.

2.5 Repayment of Credit Facilities.

Unless demand is earlier made pursuant to Section 10.1 and subject to the mandatory prepayments and repayments provided for in Section 2.6, the Borrowers shall repay, and there shall become due and payable on the Maturity Date, the Total Outstandings under each of the Credit Facilities and all accrued and unpaid interest thereon.

2.6 Mandatory Prepayments.

(a) If, on any day, the Total Outstandings under the Canadian Revolver Facility exceeds the Canadian Revolver Facility Commitment, the Canadian Borrower shall on that day:

- (i) prepay Borrowings; or
- (ii) make a payment to the Agent and irrevocably authorize and direct the Agent to apply such payment as a prepayment of the Borrower's reimbursement obligation in respect of any Acceptance or Issue, on the next contract maturity date; or
- (iii) make both a prepayment referred to in clause (i) and a payment referred to in clause (ii),

in all cases so that the Total Outstandings under the Canadian Revolver Facility after the prepayment referred to in clause (i), and less the amount of any payments held by the Agent pursuant to clause (ii), will not exceed the Canadian Revolver Commitment.

(b) If, on any day, the Total Outstandings under the U.S. Revolver Facility exceeds the applicable U.S. Revolver Facility Commitment, the U.S. Borrower shall on that day:

- (i) prepay Borrowings; or
- (ii) make a payment to the U.S. Agent and irrevocably authorize and direct the Agent to apply such payment as a prepayment of the Borrower's reimbursement obligation in respect of any Acceptance or Issue, on the next contract maturity date; or
- (iii) make both a prepayment referred to in clause (i) and a payment referred to in clause (ii),

in all cases so that the Total Outstandings under the U.S. Revolver Facility after the prepayment referred to in clause (i), and less the amount of any payments held by the U.S. Agent pursuant to clause (ii), will not exceed the applicable U.S. Revolver Facility Commitment.

(c) If, on any date, the Total Outstandings of all Canadian Swing Line Loans and Letters made by the Canadian Swing Line Lender exceed the Canadian Swing Line Facility Commitment, the Canadian Borrower shall on that day repay Canadian Swing Line Loans so that the Total Outstandings of all Canadian Swing Line Loans and Letters made by the Canadian Swing Line Lender will not exceed the Canadian Swing Line Facility Commitment.

(d) If, on any date, the Total Outstandings of all U.S. Swing Line Loans and Letters made by the U.S. Swing Line Lender exceed the U.S. Swing Line Facility Commitment, the U.S. Borrower shall on that day repay U.S. Swing Line Loans so that the Total Outstandings of all U.S. Swing Line Loans and Letters made by the U.S. Swing Line Lender will not exceed the U.S. Swing Line Facility Commitment.

(e) In addition to all other mandatory repayment obligations provided for in this Agreement, if one or more of the Exchange Parties proposes to Dispose of Property, other than Inventory or airplane parts in the ordinary course of business and, for Regional One and EIC Aircraft only, other than airplanes or engines in the ordinary course of business, in one or more transaction(s) and the aggregate proceeds from the Disposition(s) of the Property pursuant to such transaction(s), net of reasonable transaction costs, exceed [REDACTED] in a trailing twelve (12) month period (the aggregate amount of such Disposition(s) being the "Disposed Amount"), the Borrowers shall provide the Agents with prior written notice of any Disposition of Property which satisfies the requirements of this Section 2.6(e). If such a Disposition is made and such Exchange Party does not re-invest the Disposed Amount in productive assets used or usable in the business of the Exchange Parties (other than current assets) within six (6) months of the date of the last Disposition, the Borrowers shall reduce the Total Outstandings under the Canadian Revolver Facility, the U.S. Revolver Facility, the Canadian Swing Line Facility and the U.S.

Swing Line Facility in an amount equal to such Disposed Amount. Such repayment shall be applied by the applicable Agent to the said Revolver Facilities and Swing Line Facilities in such amounts as will result in a pro rata decrease in the Total Outstandings thereunder. Each such mandatory repayment shall be paid to the applicable Agent immediately after the expiry of such six (6) month period.

(f) In addition to all other mandatory repayment obligations provided for in this Agreement, if any Exchange Party receives Insurance Proceeds greater than \$ [REDACTED] and does not re-invest the Insurance Proceeds within six (6) months of the date of receipt of same, the Borrowers shall reduce the Total Outstandings under the Canadian Revolver Facility, the U.S. Revolver Facility, the Canadian Swing Line Facility and the U.S. Swing Line Facility in an amount equal to the amount of such Insurance Proceeds. Such repayment shall be applied by the applicable Agent to the said Revolver Facilities and Swing Line Facilities in such amounts as will result in a pro rata decrease in the Total Outstandings thereunder. Each such mandatory repayment shall be paid to the applicable Agent immediately after the expiry of such six (6) month period.

(g) In addition to all other mandatory repayment obligations provided for in this Agreement, on any date of receipt by EIC of Net Equity Proceeds from a public offering or private placement subsequent to the date hereof (excluding the issuance of EIC Shares as consideration for a Permitted Acquisition), the Borrowers shall reduce the Total Outstandings under the Canadian Revolver Facility, the U.S. Revolver Facility, the Canadian Swing Line Facility and the U.S. Swing Line Facility in an amount equal to the amount of such Net Equity Proceeds. Such repayment shall be applied by the applicable Agent to the said Revolver Facilities and Swing Line Facilities in such amounts as will result in a pro rata decrease in the Total Outstandings thereunder. Any mandatory repayment under such Revolver Facilities and Swing Line Facilities shall be paid to the applicable Agent immediately after receipt of such Net Equity Proceeds. EIC shall invest such Net Equity Proceeds in the Borrowers for the purpose of funding the repayments required hereby.

(h) Without limiting the foregoing, if and each time Total Outstandings under a Credit Facility exceed 105% of the Commitment as a result of foreign exchange fluctuations, the applicable Borrower shall notify the applicable Agent immediately and the Borrowers shall repay to the Lenders such outstanding Advances as may be required to ensure that such excess is eliminated within five (5) Business Days.

2.7 Extension of Maturity Date.

(a) The Borrowers may, at their option, by delivering to the Agents a written request (an "Extension Request"), request the Lenders to extend the Maturity Date for an additional period of one year, provided that this request cannot be made (i) more than ninety (90) days or less than sixty (60) days before any anniversary of the date hereof (each, an "Anniversary Date") or (ii) if a Default or Event of Default has occurred and is continuing. Any Extension Request not delivered as aforesaid shall be ineffective and shall be deemed not to have been given to or received by the Agents or the Lenders for the purpose of this Section. For certainty, any Extension Request shall be made in respect of the Credit Facilities as a whole.

(b) Promptly after receipt from the Borrowers of an executed Extension Request, the Agents shall deliver to each Lender a copy of such request, and each Lender shall, within thirty (30) days of receipt of the Extension Request from the Agent (the "Election Date"), advise the Agent in writing (i) whether such Lender will agree to extend the Maturity Date, and (ii) if such Lender will agree to extend the Maturity Date, the amount, if any, by which such Lender is prepared to increase its Individual Commitments in the event a Borrower proposes to assign the Individual Commitments of a Non-Extending Lender (as defined below); provided that if any Lender fails to so advise the Agent by the Election Date or such later date as may be agreed to by the applicable Borrower and the Agent, then such Lender shall be deemed to have advised such Agent that it will not agree to extend the Maturity Date. The Agent shall promptly notify the Borrowers if any Lender advises that it will not agree to extend the Maturity Date. Subject to Section 2.7(e), the Agent shall only extend the Maturity Date upon the agreement of the Majority Lenders, and such extension shall apply only to those Lenders which provided their consent to such extension (the "Extending Lenders"). The determination of each Lender whether or not to extend the Maturity Date applicable to it shall be made by each individual Lender in its sole discretion.

(c) As soon as all of the Lenders have advised, or are deemed to have advised, the Agent whether or not they will be extending the Maturity Date (but in any event within five Business Days after the Election Date), the Agent shall either:

- (i) deliver to the Borrowers (with a copy to each Lender) a written offer signed by the Agent (on behalf of the Extending Lenders) to extend the Maturity Date as specified in such offer; or
- (ii) notify the Borrowers that the request for extension has been denied.

If the offer to extend is approved by less than all of the Lenders, then the Agent shall also advise the Borrowers of those Lenders which did not agree to the requested extension (each, a "Non-Extending Lender"), each Non-Extending Lender's Individual Commitments and Outstandings and the amount, if any, by which each Extending Lender is prepared to increase its Individual Commitments in the event the Borrowers propose to assign the Individual Commitments of a Non-Extending Lender. For certainty, any offer to extend the Maturity Date shall only be made in respect of the Credit Facilities as a whole; and an offer to extend the Maturity Date cannot be made if a Default or Event of Default has occurred and is continuing.

(d) An offer of extension under Section 2.7(c)(i) may be accepted by the Borrowers returning a written acceptance to the Agent not later than (i) thirty (30) days after the offer to extend is delivered to the Borrowers (but not later than the Business Day immediately prior to the applicable Anniversary Date) or (ii) such later date as may be acceptable to all of the Extending Lenders, whereupon the Maturity Date shall be extended as specified in the offer of extension from the then existing Maturity Date. If the offer of extension is not accepted within such time, the Maturity Date will not be extended.

(e) If an Extension Request is approved but there are Non-Extending Lenders, then prior to the Maturity Date applicable to a Non-Extending Lender the Borrowers may require such

Non-Extending Lender to assign all of its rights, benefits and interests under the Loan Documents, its Individual Commitments and all Outstandings then owing to such Non-Extending Lender under the Credit Facilities (collectively, the "Assigned Interests") to (A) any Extending Lenders which have agreed to increase their Individual Commitments and to purchase Assigned Interests, with the consent of the Agents and the Issuing Lenders, acting reasonably, and (B) to the extent the Assigned Interests are not transferred to Extending Lenders, other Persons selected by the Borrowers and acceptable to the Agents and the Issuing Lenders, acting reasonably. Such assignments shall be effective on or before the Maturity Date with respect to such Non-Extending Lender, and upon:

- (i) execution of an Assignment Agreement;
- (ii) payment to such Non-Extending Lender (in immediately available funds) by the relevant assignee of an amount equal to the relevant Outstandings owed to such Non-Extending Lender under the Credit Facilities together with all other amounts payable hereunder by the Borrowers to such Non-Extending Lender in regard to the Assigned Interests; and
- (iii) provision satisfactory to such Non-Extending Lender (acting reasonably) being made for payment at maturity of the Face Amount of outstanding Bankers' Acceptances accepted by it in regard to the Assigned Interests and any costs, losses, premiums or expenses incurred by such Non-Extending Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of LIBOR Advances outstanding hereunder in regard to the Assigned Interests.

Upon such assignment and transfer becoming effective, the Non-Extending Lender shall have no further right, interest, benefit or obligation hereunder to the extent of the Assigned Interests assigned by that Lender, and each assignee thereof shall succeed to the position of such Lender to the extent of the portion of the Assigned Interests acquired by such assignee as if the assignee was an original Lender hereunder in regard thereto in the place and stead of such Non-Extending Lender.

(f) To the extent that any Non-Extending Lender has not assigned its rights and interests to an Extending Lender or other financial institution as provided in Section 2.7(e), the applicable Borrower(s) shall, on the Maturity Date applicable to the Individual Commitment of such Non-Extending Lender, repay all Outstandings owed to such Non-Extending Lender (including making provisions satisfactory to the Non-Extending Lender, acting reasonably, for payment at maturity of all outstanding Bankers' Acceptances accepted by such Lender), without making corresponding repayment to the Extending Lenders. Upon completion of the foregoing, such Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Assigned Interests and the Credit Facilities shall be reduced by the amount of such Lender's cancelled Individual Commitments.

(g) Clauses (a) through (f) of this Section shall apply from time to time to permit successive extensions to the Maturity Date; provided that any Non-Extending Lender shall be excluded from this Section with respect to any future extensions.

(h) If, at any time, there are Lenders with different Maturity Dates under the Revolving Facilities, all Lenders will, except with respect to Letters, share in Advances on the basis of their respective Pro Rata Share under the Revolving Facilities and, in the case of LIBOR Advances, with the same Interest Periods except to the extent the particular LIBOR Advance requested has an Interest Period ending after the Maturity Date applicable to a Lender, in which case with the consent of the Agent the applicable Borrower may request a similar LIBOR Advance to the extent permitted hereunder from such Lender but with an Interest Period ending on or before the Maturity Date of such Lender. For Letters under either Revolving Facility, all Lenders thereunder will share in such Accommodations, to the extent required by Section 5.4, on the basis of their Pro Rata Share and such Pro Rata Shares will be automatically re-allocated among the Extending Lenders upon the earlier Maturity Date of any Lender. Each such determination by the Agent shall be *prima facie* evidence of such Pro Rata Shares.

2.8 Optional Reductions.

Revolver Facility.

(a) The Borrowers may, subject to the provisions of this Agreement, prepay the Total Outstandings under a Revolver Facility, at any time, or reduce the Commitment under the Revolver Facility, and, if applicable, prepay Total Outstandings pursuant to such reduction, at any time in each case in whole or in part, without penalty or premium but subject, where applicable, to unwinding or redeployment costs relating to the prepayment of LIBOR Advances to be charged for the account of the Borrowers, upon: (i) at least three (3) Business Days' notice (but not more than five (5) Business Days' notice) to the applicable Agent in the case of a prepayment; (ii) at least ten (10) days' notice to the applicable Agent in the case of a reduction of the Commitment under a Revolver Facility (each such notice a "Repayment Notice"). Each Repayment Notice shall be in substantially the form of Schedule V or Schedule W hereto, as applicable, and shall specify (A) the proposed date of such prepayment or reduction, and (B) the aggregate principal amount of the prepayment or reduction, and, if such Repayment Notice is given, the Borrowers shall: (C) pay the Agent in accordance with such Repayment Notice the amount of the prepayment or the amount, if any, by which the Total Outstandings under the applicable Revolver Facility exceed the proposed reduced total of the Commitment under the applicable Revolver Facility; and (D) pay to the applicable Agent all interest on the amount of such prepayment or excess amount accrued to the date of such prepayment or reduction.

(b) Each partial prepayment or reduction made by the Borrowers under a Revolver Facility shall be in a minimum aggregate principal amount of \$300,000 and in an integral multiple of \$100,000, in the case of Prime Rate Advances or other Accommodations denominated in Canadian Dollars, and in a minimum aggregate principal amount of U.S. \$300,000 and in an integral multiple of U.S. \$100,000, in the case of U.S. Base Rate Advances or other Accommodations denominated in U.S. Dollars. No voluntary prepayment under a Revolver Facility, which has not been made in connection with a reduction of the Commitment

for the Revolver Facility, shall reduce the Commitment for such Revolver Facility or the ability of the Borrowers to reborrow such amounts under the Revolver Facility.

(c) The Borrowers may not pursuant to this Section prepay: (i) a LIBOR Advance, except on the last day of the Interest Period applicable thereto unless the Borrowers shall have also paid any unwinding or redeployment costs in respect of such LIBOR Advance in accordance with Section 11.10 at the time of such prepayment; or (ii) the amount of any Acceptance, except on the contract maturity date for the relevant Bankers' Acceptance or BA Equivalent Note.

2.9 Commitment Fees.

(a) The Canadian Borrower shall pay to the Canadian Agent, for the benefit of the Canadian Revolver Facility Lenders, a commitment fee (the "Canadian Revolver Facility Commitment Fee") equal to the Applicable Margin for the Canadian Revolver Facility Commitment Fee, calculated on the basis of a year of three hundred and sixty-five (365) days, on the average daily difference between the Canadian Revolver Facility Commitment and the Total Outstandings under the Canadian Revolver Facility. The Canadian Revolver Facility Commitment Fee shall be calculated daily in Canadian Dollars and payable in Canadian Dollars quarterly in arrears on the 3rd Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

(b) The Canadian Borrower shall pay to the Canadian Swing Line Lender, for the benefit of the Canadian Swing Line Lender a commitment fee (the "Canadian Swing Line Facility Commitment Fee") equal to the Applicable Margin for the Canadian Swing Line Facility Commitment Fee, calculated on the basis of three hundred and sixty-five (365) days, on the average daily difference between the Canadian Swing Line Facility Commitment and the Total Outstandings under the Canadian Swing Line Facility. The Canadian Swing Line Facility Commitment Fee shall be calculated daily in Canadian Dollars and payable in Canadian Dollars quarterly in arrears on the 3rd Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

(c) The U.S. Borrower shall pay to the U.S. Agent, for the benefit of the U.S. Revolver Facility Lenders, a commitment fee (the "U.S. Revolver Facility Commitment Fee") equal to the Applicable Margin for the U.S. Revolver Facility Commitment Fee, calculated on the basis of a year of three hundred and sixty-five (365) days, on the average daily difference between the U.S. Revolver Facilities Commitment and the Total Outstandings under the U.S. Revolver Facility. The U.S. Revolver Facility Commitment Fee shall be calculated daily in U.S. Dollars and payable in U.S. Dollars quarterly in arrears on the 3rd Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

(d) The U.S. Borrower shall pay to the U.S. Swing Line Lender, a commitment fee (the "U.S. Swing Line Facility Commitment Fee") equal to the Applicable Margin for the U.S. Swing Line Facility Commitment Fee, calculated on the basis of a year of three hundred and sixty-five (365) days, on the average daily difference between the U.S. Swing Line Facility Commitment and the Total Outstandings under the U.S. Swing Line Facility. The U.S. Swing Line Facility Commitment Fee shall be calculated daily in U.S. Dollars and payable in U.S.

Dollars quarterly in arrears on the 3rd Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

Commitment Fees shall accrue from the Closing Date.

2.10 Evidence of Debt and Determination of Interest Rates and Fees.

(a) The indebtedness of the Borrowers in respect of all Accommodations hereunder shall be evidenced by the account records maintained by the applicable Agent or Swing Line Lender, as the case may be, which shall be prima facie evidence of such indebtedness for all purposes absent manifest error. The failure of the applicable Agent or the Swing Line Lender, as the case may be, to record correctly any amount or date shall not, however, affect the obligation of the Borrowers to pay amounts due hereunder to such Agent or any of the Lenders in accordance with this Agreement.

(b) Wherever the determination of any interest rate or fee payable pursuant to this Agreement may by its terms be dependent upon a financial ratio, such ratio shall, subject to the balance of this Section 2.10, be based upon the ratio as set forth in the Compliance Certificate delivered to the applicable Agent for the most recently completed Financial Quarter for which a Compliance Certificate has been delivered. The application by the applicable Agent or the Swing Line Lender of such ratio in the calculation of any such interest rate or fee shall not, however, affect the obligation of the Borrower to pay amounts of interest or fees due hereunder to the Lenders on the basis of the actual ratio determined in accordance with the terms of this Agreement in the event the ratio set forth in a Compliance Certificate is incorrect. Any resulting increase or reduction in pricing (the "Adjusted Pricing") on Accommodations will be effective on the first day of the month (the "Pricing Adjustment Date") immediately following the delivery of such Compliance Certificate. For greater certainty, the parties hereto agree that any Bankers' Acceptances or BA Equivalent Notes outstanding on a Pricing Adjustment Date shall be unaffected by any increase or decrease to pricing made on such Pricing Adjustment Date and that the Adjusted Pricing will only apply to Bankers' Acceptances accepted or BA Equivalent Notes purchased on or after the Pricing Adjustment Date.

(c) If a Borrower fails to deliver a Compliance Certificate to the applicable Agent when due then, from and after such due date, the determination of any interest rate or fee payable by such Borrower pursuant to this Agreement is dependent on the calculation of a financial ratio which would otherwise be the subject of such Compliance Certificate, the financial ratio which will be determinative of such interest rate or fee will be deemed to be the financial ratio which results in the highest interest rate or fee payable under the definition of "Applicable Margin" in all cases until the Compliance Certificate is delivered to the Agent following which the financial ratio prima facie evidenced thereby shall thereafter be determinative of interest rates or fees payable by the Borrower pursuant to this Agreement effective on the Pricing Adjustment Date referred to in Section 2.10(b).

(d) For purposes of the *Interest Act* (Canada): (i) whenever any interest or fee under this Agreement is calculated using a rate based on a period of time other than a calendar year, such rate determined pursuant to such calculation, when expressed as an annual rate, is

equivalent to (x) the applicable rate based on such period of time multiplied by (y) the actual number of days in the calendar year in which the period for which such interest or fee is calculated ends, and divided by (z) the number of days in such period of time; (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

2.11 Increase of the Canadian Revolver Facility Commitment

Subject to the following, the Canadian Borrower may, at any time and from time to time, add additional financial institutions hereunder as Canadian Revolver Facility Lenders or increase the Commitment of a Canadian Revolver Facility Lender, and, in each case, thereby increase the Canadian Revolver Facility Commitment as the Canadian Borrower may request; provided that:

- (a) no Default or Event of Default has occurred and is continuing or would occur as a result of such addition or increase;
- (b) the aggregate increase in the Canadian Revolver Facility Commitment cannot exceed CDN\$75,000,000;
- (c) no Commitment of any Canadian Revolver Facility Lender may be increased without the consent of such Canadian Revolver Facility Lender and the Issuing Lender, each in its sole discretion, and the consent of the Agents not to be unreasonably withheld or delayed;
- (d) the Agents have consented to any such additional financial institution becoming a Canadian Revolver Facility Lender, such consent not to be unreasonably withheld or delayed and the Issuing Lenders have consented to any such additional financial institution becoming a Canadian Revolver Facility Lender in their sole discretion;
- (e) concurrently with the addition of a financial institution as an additional Canadian Revolver Facility Lender or the increase of a Canadian Revolver Facility Lender's Commitment under the Canadian Revolver Facility, such financial institution or Canadian Revolver Facility Lender, as the case may be, shall purchase from each other Canadian Revolver Facility Lender, such portion of the Outstandings under the Canadian Revolver Facility of such Canadian Revolver Facility Lender as is necessary to ensure that the Outstandings of all Canadian Revolver Facility Lenders under the Canadian Revolver Facility and including therein such additional financial institution and the increased Commitment of any Canadian Revolver Facility Lender, are in accordance with the respective Pro Rata Shares of all such Canadian Revolver Facility Lenders (as may be amended as required owing to changes in Individual Commitments arising from this Section 2.11), including the new financial institution, and such financial institution shall execute such documentation as is required by the Agents, acting reasonably, to add such financial institution as a Canadian Revolver Facility Lender hereunder; provided that any purchase of Outstandings which are outstanding by way of Bankers'

Acceptances or LIBOR loans shall occur only on the maturity dates applicable thereto;

- (f) the Canadian Borrower has provided to the Agents: (i) a certified copy of a directors' resolution of the Canadian Borrower authorizing any such increase in the Canadian Revolver Commitment together with a legal opinion or legal opinions with respect thereto in a form reasonably required by counsel to the Lenders; and (ii) if requested by the Agents, any other customary documents, including, without limitation, reaffirmations of Security Documents by the Exchange Parties;
- (g) the Canadian Borrower has provided to the Agents a certificate of an officer of the Canadian Borrower certifying (i) both before and after giving effect to such Canadian Revolver Facility Commitment increase, no Default or Event of Default has occurred and is continuing, (ii) all representations and warranties made by the Canadian Borrower in this Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), unless such representation or warranty relates to an earlier date which remains true and correct in all material respects as of such earlier date (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), and (iii) the pro forma compliance with the financial covenants herein, after giving effect to such increase;
- (h) the Canadian Borrower shall have paid all such fees as agreed to between the applicable Canadian Revolver Facility Lender and/or new financial institution joining as a Canadian Revolver Facility Lender and the Canadian Borrower;
- (i) on the date of such increase, each Canadian Revolver Facility Lender's share of the Outstandings related to Letters and Canadian Swing Line Loans, including any unfunded risk participations therein, on such date shall automatically be deemed to equal such Canadian Revolver Facility Lender's Pro Rata Share (as may be amended as required owing to changes in Individual Commitments arising from this Section 2.11) of such Outstandings without further action by any party;
- (j) concurrently with the addition of a financial institution as an additional Canadian Revolver Facility Lender, such Canadian Revolver Facility Lender shall become a party to this Agreement and the Subordination Agreement; and
- (k) except as otherwise specifically set forth herein, all of the terms and conditions applicable to such Canadian Revolver Facility Commitment increase shall be identical to the terms and conditions of the Canadian Revolver Facility.

This Section 2.11 shall not be construed to create any obligation on any Agent or any of the Lenders to advance or to commit to advance any credit to any Borrower or to arrange for any other Person to advance or to commit to advance any credit to any Borrower.

ARTICLE III LOAN ADVANCES AND SWING LINE LOANS

3.1 The Advances.

(a) Each of the Canadian Lenders severally agrees, on the terms and conditions of this Agreement, to make Advances to the Canadian Borrower under the Canadian Revolver Facility and each of the U.S. Revolver Facility Lenders severally agrees, on the terms and conditions of this Agreement, to make Advances to the U.S. Borrower under the U.S. Revolver Facility, from time to time, on any Business Day. Each Canadian Lender or U.S. Lender, as the case may be, shall make available to the applicable Agent its Pro Rata Share of the principal amount of each Advance under the Canadian Revolver Facility or the U.S. Revolver Facility, in the appropriate currency, prior to 11:00 a.m. (Toronto time) on the date of the Advance. Unless the applicable Agent has been notified by a Lender at least 2 Business Days prior to the date of the Advance that such Lender will not make available to the Agent its Pro Rata Share of such Advance, the Agent may assume that each Lender will make such portion of the Advance available to the Agent on the date of the Advance in accordance with the provisions hereof and the Agent may, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount. If the Agent has made such assumption, to the extent any Lender shall not have so made its Pro Rata Share of the Advance available to the Agent, such Lender agrees to pay to the Agent forthwith on demand, such Lender's Pro Rata Share of the Advance and all reasonable costs and expenses incurred by the Agent in connection therewith, together with interest thereon at the rate payable hereunder by the applicable Borrower in respect of such Advance for each day from the date such amount is made available to the applicable Borrower until the date such amount is paid or repaid to the Agent; provided, however, that notwithstanding such obligation, if such Lender fails so to pay, such Borrower shall repay such amount to the Agent forthwith after demand therefor by the Agent together with interest thereon at the rate payable hereunder by the applicable Borrower in respect of such Advance for each day from the date such amount is made available to the applicable Borrower until the date such amount is paid or repaid to the applicable Agent. The amount payable by each Lender to the applicable Agent pursuant to this Section shall be set forth in a certificate delivered by the Agent to such Lender and the applicable Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall constitute prima facie evidence of such amount payable. In the case of an issue of Bankers' Acceptances, the Agent will round allocations amongst the Lenders to ensure that each Bankers' Acceptance issued has a face amount which is a whole number multiple of \$100,000 (and such rounded allocations shall constitute the Lenders' respective Pro Rata Shares for the purposes of this Agreement). If such Lender makes the payment to such Agent required herein, the amount so paid shall constitute such Lender's Pro Rata Share of the Advance for purposes of this Agreement and shall entitle the Lender to all rights and remedies against the applicable Borrower in respect of such Advance. The failure of any Lender to make available to the applicable Agent its Pro Rata Share of an Advance shall not relieve any other Lender of its obligation hereunder to make available to the applicable Agent its Pro Rata Share of the Advance on the date thereof. Any Advance by the applicable Agent in excess of the amounts made available to the Agent by the Lenders shall not be construed as an increase in any Individual Commitment of the Agent in its capacity as a Lender. The obligations of the Agent under this Section 3.1 shall be limited to taking such steps as are commercially reasonable to implement the procedures described in this Section 3.1 and the Agent shall not be

liable for any losses or expenses which may be incurred or suffered by any Exchange Party and occasioned by the failure or delay of funds to reach the designated destination.

(b) If any Lender fails to make available to the applicable Agent its Pro Rata Share of any Advance as required (the "Defaulting Lender") and such Agent has not made the Advance to the Borrower pursuant to Section 3.1(a), such Agent shall forthwith give notice of such failure by the Defaulting Lender to such Borrower and the other Lenders and such notice shall state that any Lender may make available to the Agent all or any portion of the Defaulting Lender's Pro Rata Share of such Advance (but in no way shall any other Lender or the Agent be obliged to do so) in the place of the Defaulting Lender. If more than one Lender gives notice that it is prepared to make funds available in the place of a Defaulting Lender in such circumstances and the aggregate of the funds which such Lenders (collectively, the "Contributing Lenders" and, individually, the "Contributing Lender") are prepared to make available exceeds the amount of the Advance which the Defaulting Lender failed to make, then each Contributing Lender shall be deemed to have given notice that it is prepared to make available a portion determined by the applicable Agent in its sole discretion, of such Advance. If any Contributing Lender makes funds available in the place of a Defaulting Lender in such circumstances, then: (i) the Defaulting Lender shall pay to the applicable Agent for the benefit of any Contributing Lender making the funds available in its place, forthwith on demand, any amount advanced on its behalf, together with interest thereon at the rate payable hereunder by the applicable Borrower in respect of such Advance for each day from the date of Advance to the date of payment, against payment by the Contributing Lender making the funds available of all interest received in respect of the Advance from such Borrower; and (ii) the applicable Borrower shall pay all amounts owing by such Borrower to the Defaulting Lender hereunder to the Agent for the benefit of the Contributing Lenders until such time as the Defaulting Lender pays to the Agent for the benefit of the Contributing Lenders all amounts advanced by the Contributing Lenders on behalf of the Defaulting Lender. Any Advance by a Contributing Lender making funds available in the place of a Defaulting Lender shall not be construed as an increase in the Individual Commitment of the Contributing Lender.

(c) Each Borrowing shall consist of one or more Types of Advances made to the Borrower on the same day. Each Type of Advance shall be in the aggregate minimum amount and in an integral multiple of the amount set forth below:

- (i) a Prime Rate Advance or a U.S. Prime Rate Advance shall be in an aggregate amount not less than \$500,000 and in an integral multiple of \$100,000;
- (ii) a U.S. Base Rate Advance shall be in an aggregate amount not less than U.S.\$500,000 and in an integral multiple of U.S.\$100,000;
- (iii) a LIBOR Advance shall be in an aggregate amount not less than U.S.\$1,000,000 and in an integral multiple of U.S.\$100,000.

(d) Until repaid in full or converted in accordance with this Agreement, each Advance shall be: (i) the Type of Advance specified in the applicable Borrowing Notice or

Conversion Notice; or (ii) if no Borrowing Notice or Conversion Notice is applicable, a Prime Rate Advance.

3.2 Procedure for Borrowing.

(a) Each Borrowing under the Canadian Revolver Facility shall be made on notice (a "Canadian Borrowing Notice") given by the Canadian Borrower to the Canadian Agent not later than 11:00 a.m. (Toronto time), in the case of: (i) a Prime Rate Advance or a U.S. Base Rate Advance, at least two (2) Business Days prior to the date of the proposed Borrowing; and (ii) a LIBOR Advance, at least three (3) Business Days prior to the date of the proposed Borrowing, which Borrowing Notice shall be irrevocable and binding on the Borrower. Each Borrowing Notice shall be in substantially the form of Schedule B and shall specify: (i) the requested date of such Borrowing; (ii) the Type of Advances comprising such Borrowing; (iii) the aggregate amount of such Borrowing; and (iv) in the case of a LIBOR Advance, the initial Interest Period applicable to such Advance. Subject to the terms and conditions of this Agreement, the Canadian Agent will make such funds available to the Canadian Borrower in immediately available funds by crediting or causing the crediting of the Canadian Borrower's Canadian Dollar Account or the Canadian Borrower's U.S. Dollar Account, as applicable.

(b) Each Borrowing under the U.S. Revolver Facility shall be made on notice (a "U.S. Borrowing Notice") given by the U.S. Borrower to the U.S. Agent not later than 11:00 a.m. (New York time), in the case of: (i) a Prime Rate Advance or a U.S. Prime Rate Advance, at least two (2) Business Days prior to the date of the proposed Borrowing; and (ii) a LIBOR Advance, at least three (3) Business Days and not more than five (5) Business Days prior to the date of the proposed Borrowing, which Borrowing Notice shall be irrevocable and binding on the U.S. Borrower. Each U.S. Borrowing Notice shall be in substantially the form of Schedule B and shall specify: (i) the requested date of such Borrowing; (ii) the Type of Advances comprising such Borrowing; (iii) the aggregate amount of such Borrowing; and (iv) in the case of a LIBOR Advance, the initial Interest Period applicable to such Advance. Subject to the terms and conditions of this Agreement, the U.S. Agent will make such funds available to the U.S. Borrower in immediately available funds by crediting or causing the crediting of the U.S. Borrower's U.S. Dollar Account or U.S. Borrower's Canadian Dollar Account, as applicable.

(c) The Borrowers shall not in any Canadian Borrowing Notice or a U.S. Borrowing Notice select an Interest Period which ends after the Maturity Date or which conflicts with the definition of Interest Period specified in Section 1.1 or with the repayments provided for in Section 2.5 or 2.6.

3.3 Interest on Advances.

(a) Each Advance shall bear interest at the rate applicable to such Type of Advance determined in accordance with this Section: (i) in the case of a Prime Rate Advance or U.S. Base Rate Advance, from the date such Advance is made or converted from another Type of Advance or Accommodation to the date on which such Advance is repaid in full or is converted to another Type of Advance or Accommodation in accordance with this Agreement; and (ii) in the case of a LIBOR Advance, from the first day of the applicable Interest Period to the last day

of such Interest Period. Subject to Section 11.3, each Advance shall bear interest, and such interest shall be calculated and payable, in the following manner:

- (i) Prime Rate Advances. A Prime Rate Advance shall bear interest at a rate per annum equal at all times to the Prime Rate in effect from time to time plus the Applicable Margin. Such interest shall be calculated (but not compounded) daily and payable monthly in arrears on the 3rd Business Day of each month following the month for which such interest is payable and on the Maturity Date.
- (ii) U.S. Base Rate Advances. A U.S. Base Rate Advance shall bear interest at a rate per annum equal at all times to the U.S. Base Rate in effect from time to time plus the Applicable Margin. Such interest shall be calculated (but not compounded) daily and payable monthly in arrears on the 3rd Business Day of each month following the month for which such interest is payable and on the Maturity Date.
- (iii) U.S. Prime Rate Advances. U.S. Prime Rate Advances shall bear interest at a rate per annum equal at all times to the U.S. Prime Rate in effect from time to time plus the Applicable Margin. Such interest shall be calculated (but not compounded) daily and payable in arrears on the 3rd Business Day of each month following the month for which such interest is payable and on the Maturity Date.
- (iv) LIBOR Advances. A LIBOR Advance shall bear interest at a rate per annum equal, at all times during each Interest Period for such LIBOR Advance, to the LIBOR Rate for such Interest Period. Such interest shall be calculated (but not compounded) daily and payable: (A) on the last day of each three month period in each Interest Period and on the last day of each Interest Period; and (B) on the date such LIBOR Advance becomes due and payable in full.

(b) With each announced change in any of the variable rates of interest (which shall not include Bankers' Acceptance discount rates) used as a component for determining any rate of interest payable under this Agreement, there shall be a corresponding change in the applicable rate of interest payable under this Agreement based on the change in such variable rate, all without necessity of prior notice thereof to the Borrower or to any other Person. For greater certainty, Applicable Margins change in accordance with Section 2.10.

3.4 Conversions and Elections Regarding Types of Advances and Interest Rates

(a) Advances may be converted, subject to the provisions of this Agreement, from time to time from one Type to another, at the election of the Borrower, (subject to the requirement that the Type of Advance to which the Borrower wishes to convert is an Accommodation available to the Borrower hereunder), or automatically in accordance with the

provisions of this Section. The Borrower may from time to time elect: (i) to convert any Advances to another Type by changing the currency of such Advances or the type of interest rate applicable thereto; or (ii) to have any LIBOR Advances continued as such Type of Advances by electing an additional Interest Period; subject in each case to the provisions of Sections 3.1(c) and 3.6 and to the following provisions:

- (i) Prime Rate Advances. The Canadian Borrower may elect to convert a Prime Rate Advance as of any Business Day to a LIBOR Advance or a U.S. Base Rate Advance, in a principal amount equal to the Equivalent U.S. \$ Amount of such Prime Rate Advance determined on the date of such conversion.
- (ii) U.S. Base Rate Advance. The Canadian Borrower may elect to convert a U.S. Base Rate Advance as of any Business Day to: (A) a Prime Rate Advance, in a principal amount equal to the Equivalent Cdn. \$ Amount of such U.S. Base Rate Advance on the date of such conversion; or (B) a LIBOR Advance.
- (iii) U.S. Prime Rate Advance. The U.S. Borrower may elect to convert a U.S. Prime Rate Advance as of any Business Day to a LIBOR Advance.
- (iv) LIBOR Advance. A Borrower may elect, effective on the last day of the then current Interest Period applicable thereto: (A) to convert a LIBOR Advance to (1) in the case of the Canadian Borrower, a Prime Rate Advance, in a principal amount equal to the Equivalent Cdn. \$ Amount of such LIBOR Advance on the date of such conversion; or (2) in the case of the Canadian Borrower, a U.S. Base Rate Advance; or (3) in the case of the U.S. Borrower, a U.S. Prime Rate Advance; (B) to have such LIBOR Advance continued as such Type of Advance for an additional Interest Period. If the Borrower has made no such election, on the expiry of the then current Interest Period, such Advance shall be automatically converted to a U.S. Base Rate Advance in the case of the Canadian Borrower or a U.S. Prime Rate Advance in the case of the U.S. Borrower effective on the last day of such Interest Period.
- (v) Intercurrency Conversions. Any conversion by the Borrower of a Type of Advance denominated in one currency to a Type of Advance denominated in another currency shall be effected by way of a repayment of the outstanding Advance and the making of a subsequent Advance.

(b) Each such election shall be made on notice (an "Conversion Notice"), given to the Canadian Agent not later than 10:00 a.m. (Toronto time) in the case of the Canadian Borrower, and to the U.S. Agent not later than 10:00 a.m. (New York time) in the case of the U.S. Borrower: (i) in the case of an election to convert an Advance to, or continue an Advance as, a LIBOR Advance, at least three (3) Business Days before the effective date of such election; and (ii) in the case of an election to convert an Advance to, or continue an Advance as, a Prime Rate

Advance or a U.S. Base Rate Advance or a U.S. Prime Rate Advance, at least one (1) Business Day before the effective date of such election. Each Conversion Notice shall be substantially in the form of Schedule B1 and shall specify, with respect to the outstanding Advances to which such Conversion Notice applies: (i) if the Type of such Advance is to be converted, the new Type of Advance selected, the effective date of such conversion and, if the new Type of Advance selected is a LIBOR Advance, the duration of the initial Interest Period applicable thereto; or (ii) if such Advance is a LIBOR Advance which is to continue as such Type of Advance for an additional Interest Period in whole or in part, the amount of such Advance to be continued for the duration of the additional Interest Period and the date on which such Interest Period is to begin.

(c) A Borrower shall not in any Conversion Notice select an Interest Period which conflicts with the definition of Interest Period specified in Section 1.1 or with the repayments provided for in Section 2.5 or 2.6.

(d) Any conversion of an Advance under this Section shall not constitute a repayment under Section 2.5, or a prepayment under Section 2.6 or 2.8.

3.5 Conversions of Prime Rate Advances to Bankers' Acceptances or BA Equivalent Notes.

(a) The Canadian Borrower may, subject to the provisions of this Agreement, convert the outstanding principal amount of a Prime Rate Advance, in whole or in part, to Bankers' Acceptances or BA Equivalent Notes by giving an Acceptance Notice in accordance with Section 4.2 (including in accordance with the period for notice set forth in Section 4.2). The Canadian Borrower shall notify the Canadian Agent at the same time as the Borrower gives the Acceptance Notice of the amount of any Prime Rate Advance to be converted. If the Prime Rate Advance to be converted cannot be converted to an aggregate Face Amount of Bankers' Acceptances or BA Equivalent Notes in an amount which may be drawn as Bankers' Acceptances or BA Equivalent Notes under this Agreement, then the amount which cannot be so converted shall thereafter continue to be outstanding as a Prime Rate Advance.

(b) Where any Prime Rate Advances are to be converted, in whole or in part, to Bankers' Acceptances or BA Equivalent Notes, the Canadian Borrower shall pay from proceeds of Bankers' Acceptances and BA Equivalent Notes, and there shall become due and payable on the Acceptance Date, the principal amount of such Prime Rate Advances which are to be so converted.

(c) Any conversion of an Advance under this Section shall not constitute a repayment under Section 2.5 or a prepayment under Section 2.6 or 2.8.

3.6 Circumstances Requiring Prime Rate Pricing.

(a) Canadian Revolver Facility.

If the Canadian Revolver Facility Lenders, or any one or more of them, determine in good faith, and the Canadian Agent notifies the Canadian Borrower that: (i) by reason of circumstances affecting financial markets inside or outside Canada, deposits of U.S. Dollars are unavailable to the Canadian Revolver Facility Lenders or any one or more of them; (ii) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of LIBOR or U.S. Base Rate, as the case may be; (iii) the making or continuation of any U.S. Dollar Advances has been made impracticable: (A) by the occurrence of a contingency (other than a mere increase in rates payable by such Lenders or any one or more of them to fund such Advances) which materially adversely affects the funding of the Canadian Revolver Facility at any interest rate computed on the basis of the LIBOR or the U.S. Base Rate, as the case may be; or (B) by reason of a change since the date of this Agreement in any applicable Law or in the interpretation thereof by any Governmental Entity which affects the Canadian Revolver Facility Lenders or any one or more of them or any relevant financial market, and which results in the LIBOR or the U.S. Base Rate, as the case may be, no longer representing the effective cost of such Lenders or any one or more of them of deposits in such market for a relevant Interest Period or for Advances outstanding as U.S. Base Rate Advances; or (iv) any change since the date of this Agreement to any present Law, or any future Law, or any change since the date of this Agreement therein or in the interpretation or application thereof by any Governmental Entity, has made it unlawful for the Canadian Revolver Facility Lenders or any one or more of them to make or maintain or to give effect to this obligation in respect of U.S. Dollar Advances as contemplated hereby, then:

- (i) the right of the Canadian Borrower to select any affected Type of U.S. Dollar Advance shall be suspended until the Canadian Revolver Facility Lenders determine that the circumstances causing such suspension no longer exist and the Canadian Agent so notifies the Borrower;
- (ii) if any affected Type of U.S. Dollar Advance is not yet outstanding, any applicable Borrowing Notice shall be cancelled and the Advance requested shall not be made;
- (iii) if any LIBOR Advance is already outstanding at any time when the right of the Canadian Borrower to select LIBOR Advances is suspended, it and all other LIBOR Advances shall, subject to such Borrower having the right to select U.S. Base Rate Advances at such time, become U.S. Base Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law) or, if such Borrower does not have the right to select U.S. Base Rate Advances at such time, it and all LIBOR Advances shall become Prime Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law) in a principal amount equal to the Equivalent Cdn. \$ Amount of such LIBOR Advances determined on the date on which such Advances become denominated in Canadian Dollars; and

- (iv) if any U.S. Base Rate Advance is already outstanding at any time when the right of the Canadian Borrower to select U.S. Base Rate Advances is suspended, it and all other U.S. Base Rate Advances shall become Prime Rate Advances immediately, in a principal amount equal to the Equivalent Cdn. \$ Amount of the related U.S. Base Rate Advances determined on the date on which such Advances become denominated in Canadian Dollars.

(b) U.S. Revolver Facility.

If the U.S. Revolver Facility Lenders, or any one or more of them, determine in good faith, and the U.S. Agent notifies the U.S. Borrower that (i) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of LIBOR; (ii) the making or contribution of any LIBOR Advance has been made impracticable: (A) by the occurrence of a contingency (other than a mere increase in rates payable by the U.S. Revolver Facility Lenders or any one or more of them to fund the Advances) which materially adversely affects the funding of the applicable U.S. Revolver Facility at any interest rate computed on the basis of LIBOR; or (B) by reason of a change since the date of this Agreement in any applicable Law or in the interpretation thereof by any Governmental Entity which affects the U.S. Revolver Facility Lenders or any one or more of them or any relevant financial market, and which results in the LIBOR no longer representing the effective cost of the U.S. Revolver Facility Lenders or any one or more of them of deposits in such market for a relevant Interest Period; or (iii) any change since the date of this Agreement to any present Law or any future Law, or any change since the date of this Agreement therein or in the interpretation or application thereof by any Governmental Entity, has made it unlawful for the U.S. Revolver Facility Lenders or any one or more of them to make or maintain or to give effect to this obligation in respect of LIBOR Advances as contemplated hereby, then:

- (i) the right of the U.S. Borrower to select a LIBOR Advance shall be suspended until the U.S. Revolver Facility Lenders determine that the circumstances causing such suspension no longer exist and the U.S. Agent, upon direction from the Majority Lenders, so notifies the U.S. Borrower;
- (ii) if any affected LIBOR Advance is not yet outstanding, any applicable Borrowing Notice shall be deemed to be a Borrowing Notice requesting a U.S. Prime Rate Advance; and
- (iii) if any LIBOR Advance is already outstanding at any time when the right of the U.S. Borrower to select LIBOR Advances is suspended, it and all other LIBOR Advances to the U.S. Borrower shall become U.S. Prime Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law.)

3.7 Canadian Swing Line Loans.

(a) The Canadian Borrower will have access to Prime Rate Advances under the Canadian Swing Line Facility via overdraft from a Canadian Dollar current account at the Canadian Swing Line Lender's Branch 6330. The Canadian Borrower will have access to U.S. Base Rate Advances under the Canadian Swing Line Facility via overdraft from a U.S. Dollar current account at the Canadian Swing Line Lender's Branch 6330. The total of Prime Rate Advances and the Canadian Dollar equivalent of U.S. Base Rate Advances under the Canadian Swing Line Facility via overdrafts cannot exceed the Canadian Swing Line Facility Commitment.

(b) The Canadian Swing Line Loan shall bear interest at a rate per annum equal at all times to the Prime Rate in effect from time to time plus the Applicable Margin, in the case of Prime Rate Advances, or the U.S. Base Rate plus the Applicable Margin, in the case of U.S. Base Rate Advances, from and including the date the Canadian Swing Line Loan is made to but excluding the date such Canadian Swing Line Loan is repaid in full, calculated (but not compounded) daily and payable in arrears on the third Business Day of each month following the month for which such interest is payable and on the Maturity Date. All amounts owing to the Canadian Swing Line Lender hereunder shall be paid by the Canadian Borrower by depositing the amount owing to the Canadian Swing Line Lender's Account.

(c) If the Canadian Swing Line Facility is fully drawn hereunder and/or the satisfaction of any withdrawal requests or Advances (each an "Overadvance") under the Canadian Swing Line Facility would cause the Outstandings under the Canadian Swing Line Facility to exceed the Canadian Swing Line Facility Commitment, the Canadian Swing Line Lender will not be obligated to make such Overadvance (including automatically transferring additional funds by way of overdraft to cover insufficiently funded debits, as set out in Section 3.7(a) above). Any Overadvances made under the Canadian Swing Line Facility will be honoured on an exception basis only at the sole discretion of the Canadian Swing Line Lender, will be repayable on demand, will not constitute a formal or permanent increase to the Canadian Swing Line Commitment and are subject to all terms and conditions of this Agreement.

(d) At any time and from time to time, the Canadian Borrower may, and shall when:

- (i) the Total Outstandings of all Canadian Swing Line Loans exceed (or would after the making of a Canadian Swing Line Loan exceed) the Canadian Swing Line Facility Commitment
- (ii) upon the occurrence of a Default or
- (iii) upon the request of the Canadian Swing Line Lender,

direct the Canadian Agent to give 2 Business Day's notice to each Canadian Revolver Facility Lender no later than 11:00 a.m. (Toronto time), to make, and each Canadian Revolver Facility Lender hereby agrees to make, an Advance under the Canadian Revolver Facility which is a Prime Rate Advance in an amount equal to such Canadian Revolver Facility Lender's *Pro Rata* Share under the Canadian Revolver Facility of the aggregate principal amount of the Canadian Swing Line Loans specified in the notice. The aggregate amount of such Advance shall be applied on the date of receipt thereof by the Canadian Agent to repay the principal amount of such Canadian Swing Line Loans to the Canadian Swing Line Lender. Nothing in this Section shall require the Canadian Swing Line Lender to make any Canadian Swing Line Loan that would result in the Total Outstandings of all Canadian Swing Line Loans exceeding the Canadian Swing Line Facility Commitment or the aggregate amount in Canadian Dollars of all Outstandings of any Canadian Revolver Facility Lender, exceeding the Individual Commitment

of such Lender, in its capacity as a Canadian Revolver Facility Lender under the Canadian Revolver Facility, at such time.

(e) Each Canadian Revolver Facility Lender agrees to indemnify the Canadian Swing Line Lender (to the extent not reimbursed by the Canadian Borrower), rateably according to its *Pro Rata* Share under the Canadian Revolver Facility, whether before or after or during the continuance of a Default or Event of Default, from and against any and all Losses and Claims of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Canadian Swing Line Lender by reason of the Canadian Swing Line Lender making Canadian Swing Line Loans available or otherwise in any way relating to or arising out of the Canadian Swing Line Loans. Nothing in this paragraph 3.7(e) shall require any of the Canadian Lenders to advance more than their Individual Commitment under the Canadian Revolver Facility.

3.8 U.S. Swing Line Loans

(a) Each Advance requested by the U.S. Borrower under the U.S. Swing Line Facility, in the case of U.S. Prime Rate Advances, will be in a minimum principal amount of \$10,000 (the "Minimum Amount"). Subject to the Minimum Amount being withdrawn, the U.S. Borrower will have access to the U.S. Swing Line Facility by withdrawing funds from its chequing account with the U.S. Swing Line Lender (the "Chequing Account"). In addition to accommodating such withdrawals, the U.S. Swing Line Lender will, provided no Default or Event of Default has occurred or is continuing, automatically and without notice to the U.S. Borrower, transfer funds from a loan account with the U.S. Swing Line Lender (the "Loan Account") to the applicable Chequing Account in order to cover any debits made to the Chequing Account from time to time, if the funds held in the Chequing Account are insufficient to cover such debits. The U.S. Swing Line Lender will, provided no Default or Event of Default has occurred and is continuing, automatically and without notice to the U.S. Borrower, transfer all or part of the funds held from time to time in the applicable Chequing Account to the applicable Loan Account to repay all or any part of any amounts outstanding to the U.S. Swing Line Lender under the U.S. Swing Line Facility.

(b) The U.S. Swing Line Loan shall bear interest at a rate per annum equal at all times to the U.S. Prime Rate in effect from time to time plus the Applicable Margin in the case of U.S. Prime Rate Advances, from and including the date the U.S. Swing Line Loan is made to, but excluding the date such U.S. Swing Line Loan is repaid in full, calculated (but not compounded) daily and payable in arrears on the third Business Day of each month following the month for which such interest is payable and on the Maturity Date. All amounts owing to the U.S. Swing Line Lender hereunder shall be paid by the U.S. Borrower by depositing the amount owing to the U.S. Swing Line Lender's Account.

(c) If the U.S. Swing Line Facility is fully drawn hereunder and/or the satisfaction of any withdrawal requests or Advances (each an "Overadvance") under the U.S. Swing Line Facility would cause the Outstandings under the U.S. Swing Line Facility to exceed the U.S. Swing Line Facility Commitment, the U.S. Swing Line Lender will not be obligated to make such Overadvance (including automatically transferring additional funds from the Loan Account to cover insufficiently funded debits, as set out in Section 3.8(a) above). Any Overadvances

made under the U.S. Swing Line Facility will be honoured on an exception basis only at the sole discretion of the U.S. Swing Line Lender, will be repayable on demand, will not constitute a formal or permanent increase to the U.S. Swing Line Commitment and are subject to all terms and conditions of this Agreement.

(d) At any time and from time to time, the U.S. Borrower may, and shall when: (i) the Total Outstandings of all U.S. Swing Line Loans exceed (or would after the making of a U.S. Swing Line Loan exceed) the U.S. Swing Line Facility Commitment (ii) upon the occurrence of a Default or (iii) upon the request of the U.S. Swing Line Lender, direct the U.S. Agent to give 2 Business Day's notice to each U.S. Lender no later than 11:00 a.m. (Houston time), to make, and each U.S. Lender hereby agrees to make, an Advance under the U.S. Revolver Facility, as the case may be, which is a U.S. Prime Rate Advance in an amount equal to such U.S. Lender's *Pro Rata* Share under the U.S. Revolver Facility of the aggregate principal amount of the U.S. Swing Line Loans specified in the notice. The aggregate amount of such Advance shall be applied on the date of receipt thereof by the U.S. Agent to repay the principal amount of such U.S. Swing Line Loans to the U.S. Swing Line Lender. Nothing in this Section shall require the U.S. Swing Line Lender to make any U.S. Swing Line Loan that would result in the Total Outstandings of all U.S. Swing Line Loans exceeding the U.S. Swing Line Facility Commitment or the aggregate amount in U.S. Dollars of all Outstandings of any U.S. Lender, exceeding the Individual Commitment of such Lender, in its capacity as a U.S. Lender under the U.S. Revolver Facility, at such time.

(e) Each U.S. Lender agrees to indemnify the U.S. Swing Line Lender (to the extent not reimbursed by the U.S. Borrower rateably according to its *Pro Rata* Share under the U.S. Revolver Facility, whether before or after or during the continuance of a Default or Event of Default, from and against any and all Losses and Claims of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the U.S. Swing Line Lender by reason of the U.S. Swing Line Lender making U.S. Swing Line Loans available or otherwise in any way relating to or arising out of the U.S. Swing Line Loans. Nothing in this paragraph 3.8(e) shall require any of the U.S. Lenders to advance more than their Individual Commitment under the U.S. Revolver Facility.

3.9 Market Disruption: LIBOR Advances

If, at any time subsequent to the giving of an Accommodation Notice to the Agent by a Borrower with respect to any requested LIBOR Advance:

- (a) the Agent (acting reasonably) determines that by reason of circumstances affecting the London interbank market, adequate and fair means do not exist for ascertaining the rate of interest with respect to, or deposits are not available in sufficient amounts in the ordinary course of business at the rate determined hereunder to fund, a requested LIBOR Advance during the ensuing Interest Period selected;
- (b) the Agent (acting reasonably) determines that the making or continuing of the requested LIBOR Advance by the Lenders has been made impracticable by the

occurrence of an event which materially adversely affects the London interbank market generally; or

- (c) the Agent is advised by Lenders holding at least 25% of the aggregate amounts of the Commitments, by written notice (each, a "LIBOR Suspension Notice"), such notice to be received by the Agent no later than 12:00 p.m. (Toronto time) on the third Business Day prior to the date of the requested drawdown, rollover or conversion, as the case may be, that such Lenders have determined (acting reasonably) that the LIBOR Rate will not or does not represent the adequate cost to such Lenders of making or maintaining such LIBOR Advance,

then (i) the Agent shall give notice thereof to the Lenders and the Borrowers as soon as possible after such determination or receipt of such LIBOR Suspension Notice, as the case may be, (ii) the Borrower shall, within one Business Day after receipt of such notice and in replacement of an Accommodation Notice previously given by such Borrower, give the Agent Notice specifying a different Accommodation or the conversion of the relevant LIBOR Advance on the last day of the applicable Interest Period into any other Accommodation which would not be affected by the notice from the Agent pursuant to this Section and (iii) the right of the Borrowers to select a LIBOR Advance for the applicable request and for all subsequent requests shall be suspended until the Agents notify the Borrowers and the Lenders that the circumstances causing such suspension no longer exist.

If the Borrower fails to give, if applicable, a valid replacement Notice with respect to the maturing LIBOR Advance which was the subject of an Accommodation Notice, such maturing LIBOR Advance shall be converted on the last day of the applicable Interest Period into a U.S. Prime Rate Advance or a U.S. Base Rate Advance, as the case may be, as if a valid replacement Accommodation Notice had been given to the Agent by such Borrower pursuant to the provisions hereof. If such Borrower fails to give, if applicable, a valid replacement Notice with respect to a drawdown originally requested by way of a LIBOR Advance, then such Borrower shall be deemed to have requested a drawdown by way of a U.S. Prime Rate Advance or a U.S. Base Rate Advance, as the case may be, in the amount specified in the original Accommodation Notice and, on the originally requested drawdown date, the Lenders (subject to the other provisions hereof) shall make available the requested amount by way of a U.S. Prime Rate Advance or a U.S. Base Rate Advance, as the case may be.

ARTICLE IV BANKERS' ACCEPTANCES

4.1 Acceptances and Drafts.

Each of the Canadian Lenders severally agrees on the terms and conditions of this Agreement: (i) if such Lender is a BA Lender, to create acceptances ("Bankers' Acceptances") by accepting Drafts of the Canadian Borrower under the Canadian Revolver Facility and Canadian Swing Line Facility; or (ii) if such Lender is a Non-BA Lender, to purchase BA Equivalent Notes of the Canadian Borrower under the Canadian Revolver Facility and Canadian Swing Line Facility, in each case on the Closing or thereafter from time to time on any Business Day at least one month prior to the Maturity Date, which Drafts have an aggregate Face Amount

equal to such Lender's Pro Rata Share of the total Accommodation being made by way of Bankers' Acceptances or BA Equivalent Notes; except that, if the Face Amount of a Bankers' Acceptance in the case of a BA Lender, or the Face Amount of a BA Equivalent Note, in the case of a Non-BA Lender, is not, on Closing, in a Face Amount of at least Cdn.\$1,000,000 and thereafter if the Face Amount would not be an integral multiple of Cdn. \$100,000, such Face Amount shall be increased or reduced by the Agent in its sole discretion and in accordance with normal market practices, to the nearest integral multiple of Cdn. \$100,000. Bankers' Acceptances shall be created through the acceptance of Drafts by a BA Lender upon the Canadian Borrower paying the Acceptance Fee, which shall be deducted by each BA Lender from the proceeds it receives from the sale of such Bankers' Acceptances. BA Equivalent Notes shall be purchased by each Non-BA Lender upon the Canadian Borrower paying the Acceptance Fee, which shall be deducted by each Non-BA Lender from the purchase price it pays for such BA Equivalent Notes. In each case, following deduction of the Acceptance Fee, each BA Lender and Non-BA Lender will remit the net proceeds to the Agent and the Agent shall credit such net proceeds to the Canadian Borrower's Canadian Dollar Account. After any Acceptance the Total Outstandings under: (a) the Canadian Revolver Facility shall not exceed the Canadian Revolver Facility Commitment; (b) the Total Outstandings under the Canadian Swing Line Facility shall not exceed the Canadian Swing Line Facility Commitment.

4.2 Procedure for Acceptances.

(a) Each Acceptance shall be made on notice (an "Acceptance Notice"), given not later than 10:00 a.m. (Toronto time) at least two (2) Business Days but not more than five (5) Business Days prior to the date of the proposed Acceptance by the Canadian Borrower to the Agent. Each Acceptance Notice shall be in substantially the form of Schedule B hereto and shall specify: (i) the requested date for such Acceptance (the "Acceptance Date"); (ii) the aggregate Face Amount of Drafts to be accepted and BA Equivalent Notes to be purchased in Canadian Dollars and (iii) the contract maturity date for such Drafts and BA Equivalent Notes.

(b) Upon receipt of an Acceptance Notice, the Agent shall be responsible for making all necessary arrangements with each of the applicable Lenders with respect to the stamping of Bankers' Acceptances and the purchasing of BA Equivalent Notes in the manner contemplated in this Article IV.

(c) The BA Lenders shall accept the Bankers' Acceptances, and the Non-BA Lenders shall purchase the BA Equivalent Notes, pursuant to Section 4.5. The Agent shall as soon as practical deliver to the Canadian Borrower a notice confirming the acceptance of Bankers' Acceptances and BA Equivalent Notes and specifying the net proceeds derived therefrom.

(d) The Canadian Borrower shall not, in any Acceptance Notice under the Credit Facilities, select a contract maturity for a Draft which ends after the applicable Maturity Date or which conflicts with the repayments provided for in Section 2.5 or 2.6.

(e) The Agent may round the amount of a Banker's Acceptance or BA Equivalent Note that a Lender is obliged to advance hereunder to the nearest \$1,000 in Canadian Dollars or as customarily required from time to time under the bankers' acceptance money market.

4.3 Form of Drafts.

(a) Each Draft presented by the Canadian Borrower for acceptance by a BA Lender and each BA Equivalent Note presented by the Canadian Borrower for purchase by a Non-BA Lender: (i) shall be in a Face Amount of not less than Cdn. \$1,000,000 and in an integral multiple of Cdn. \$100,000, in the case of a Bankers' Acceptance or BA Equivalent Note denominated in Canadian Dollars; (ii) shall be dated the date of Acceptance; and (iii) shall mature and be payable by the Canadian Borrower on a Business Day which occurs approximately one, two, three or six months after the Acceptance Date and on or prior to the Maturity Date.

(b) The Canadian Borrower hereby renounces, and shall not claim, any days of grace for the payment of any Bankers' Acceptances or BA Equivalent Notes.

4.4 Acceptance of Drafts.

Not later than 12:00 noon (Toronto time) on the Acceptance Date specified for an Acceptance, each Lender that is a BA Lender: (i) shall complete one or more Drafts dated the date of such Acceptance in an aggregate Face Amount equal to its Pro Rata Share of the amount of such Acceptance and with the maturity date specified by the Canadian Borrower in its Acceptance Notice; (ii) shall accept the Drafts; and (iii) shall purchase the Bankers' Acceptance(s) thereby created in the manner provided in Section 4.5.

4.5 Purchase of Bankers' Acceptances.

(a) The purchase price of any Bankers' Acceptances and BA Equivalent Notes purchased by a Lender shall be calculated based on the BA Discount Rate applicable to the Lenders on the Acceptance Date for such Bankers' Acceptances and BA Equivalent Notes. The purchase price for any Bankers' Acceptances and BA Equivalent Notes purchased by a Lender shall be paid and satisfied by the Lender making payment to the Agent for the account of the Canadian Borrower of the net proceeds thereof, following the deduction of the Acceptance Fee by such Lender, on the Acceptance Date.

(b) Bankers' Acceptances purchased by a BA Lender hereunder may be held by it for its own account until maturity or sold by it at any time prior thereto in the relevant market therefor in Canada, in such BA Lender's sole discretion.

4.6 Reimbursement at Contract Maturity Date.

(a) Subject to Section 4.7, the Canadian Borrower shall pay to the Agent for the account of each applicable Lender in same day funds, and there shall become due and payable at 11:00 a.m. (Toronto time) on the contract maturity date for each Bankers' Acceptance or BA Equivalent Note, an amount in Canadian Dollars equal to the Face Amount of such Bankers' Acceptance accepted or BA Equivalent Note purchased by such Lender. The Canadian Borrower

shall make each payment hereunder in respect of Bankers' Acceptances or BA Equivalent Notes by deposit of the required funds to the Canadian Agent's Account.

(b) If the Canadian Borrower fails to pay the Agent on behalf of a Lender pursuant to Section 4.6(a), or to convert or renew the Face Amount of such Bankers' Acceptance pursuant to Section 4.7, the unpaid amount due and payable to such Lender in respect of such Bankers' Acceptance shall automatically be funded on the contract maturity date by a Prime Rate Advance.

4.7 Renewal or Conversion of Bankers' Acceptances or BA Equivalent Notes.

(a) For effect on the contract maturity date of a Bankers' Acceptance or BA Equivalent Note, the Canadian Borrower may elect: (i) to renew all or a portion of the Face Amount of such Bankers' Acceptance or BA Equivalent Note by giving an Acceptance Notice in accordance with Section 4.2 (including in accordance with the period for notice set forth in Section 4.2); or (ii) to have all or a portion of the Face Amount of such Bankers' Acceptance or BA Equivalent Note converted by giving a Borrowing Notice in accordance with Section 3.2 (including in accordance with the period for notice set forth in Section 3.2). If the Bankers' Acceptance or BA Equivalent Note to be converted cannot be converted into a Prime Rate Advance in an amount which may be outstanding as a Prime Rate Advance under this Agreement, then the amount which cannot be so converted shall be repaid to the Agent on behalf of the Lenders on the date of such conversion in accordance with Section 4.6.

(b) Any renewal or conversion of Bankers' Acceptances or BA Equivalent Note under this Section 4.7 shall not constitute a repayment under Section 2.5 or a prepayment under Section 2.6 or 2.8.

4.8 Payments.

Except as required by Section 2.5, 2.6 or 10.1, no repayment of Bankers' Acceptances or BA Equivalent Notes shall be made by the Borrower to a Lender prior to the contract maturity date of such Bankers' Acceptances or BA Equivalent Notes as have been accepted or purchased by such Lender. If the Canadian Borrower shall be required to repay the Accommodations under the Credit Facility pursuant to Section 2.5, 2.6 or 10.1, then the Canadian Borrower shall pay to the Agent an amount in Canadian Dollars equal to the Face Amount of all Bankers' Acceptances and BA Equivalent Notes. Such Amounts paid to the Agent shall be invested (the "Repaid Amount") by the Agent until the contract maturity date of such Bankers' Acceptances or BA Equivalent Notes. As soon as practicable after the applicable contract maturity date(s), the Agent shall apply all interest earned on the Repaid Amount in accordance with Section 11.4 and the Repaid Amount shall be paid by the Agent to the Lenders and applied against, and shall reduce, pro rata among the Lenders the obligations of the Canadian Borrower to pay amounts then or thereafter payable under such Bankers' Acceptances and BA Equivalent Notes, at the times such amounts become payable thereunder. If the Canadian Borrower shall prepay any Bankers' Acceptances accepted or BA Equivalent Notes purchased by a Lender, then (unless such prepayment has been rescinded or otherwise is required to be returned by such Lender for any reason), as between the Canadian Borrower and such Lender,

such Lender shall thereafter be solely responsible for the payment of the Face Amount of such Bankers' Acceptances as have been accepted or BA Equivalent Notes as have been purchased by such Lender to the holder or holders thereof in accordance with the terms thereof.

4.9 Circumstances Making Bankers' Acceptances Unavailable.

If the Lenders or any one or more of them (other than a Non-BA Lender) determine in good faith, and the Agent notifies the Canadian Borrower that by reason of circumstances affecting the money market there is no market for Bankers' Acceptances, then the right of the Canadian Borrower to request an Acceptance shall be suspended until the Lenders or any one or more of them determines that the circumstances causing such suspension no longer exist and the Agent so notifies the Canadian Borrower. Any Acceptance Notice which is outstanding at the time of such notice by the Lenders or any one or more of them (other than a Non-BA Lender) shall be deemed to be a Borrowing Notice requesting a Prime Rate Advance in the principal amount equal to the requested Face Amount in such Acceptance Notice.

4.10 Power of Attorney.

In order to facilitate the issuance of Bankers' Acceptances pursuant to the Agreement, the Canadian Borrower hereby authorizes each BA Lender to complete, sign and endorse Drafts on its behalf in hand-written form or by facsimile or mechanical signature or otherwise and, once so completed, signed and endorsed to accept them as Bankers' Acceptances under this Agreement. Drafts so completed, signed, endorsed and negotiated on behalf of the Canadian Borrower by any BA Lender shall bind the Canadian Borrower as fully and effective as if those acts were performed by an authorized officer of the Canadian Borrower. Each Draft of a Bankers' Acceptance completed, signed or endorsed by a BA Lender shall mature on the last day of the period selected by the Canadian Borrower with respect thereto.

4.11 Market Disruption: Bankers Acceptances. If

- (a) the Agent (acting reasonably) makes a determination, which determination shall be conclusive and binding upon the Canadian Borrower, and notifies the Canadian Borrower, that there no longer exists an active market for Bankers' Acceptances accepted by the Canadian Lenders; or
- (b) the Agent is advised by the Canadian Lenders holding at least 35% of the aggregate amount of their Individual Commitments under the Canadian Facilities by written notice (each, a "Lender BA Suspension Notice") that such Canadian Lenders have determined (acting reasonably and in good faith) that the BA Discount Rate will not or does not accurately reflect the cost of funds of such Canadian Lenders or the discount rate which would be applicable to a sale of Bankers' Acceptances accepted by such Canadian Lenders in the market;

then:

- (c) the right of the Canadian Borrower to request Bankers' Acceptances or BA Equivalent Notes from any Canadian Lender shall be suspended until the Agent

determines that the circumstances causing such suspension no longer exist, and so notifies the Canadian Borrower and the Canadian Lenders;

- (d) any outstanding Acceptance Notice requesting Bankers' Acceptances or BA Equivalent Notes shall be deemed to be an Accommodation Notice requesting an Advance by way of Prime Rate Advance in the amount specified in the original Acceptance Notice;
- (e) any outstanding Acceptance Notice requesting a renewal of all or a portion of the Face Amount of a Bankers' Acceptance or BA Equivalent Note, shall be deemed to be an Accommodation Notice requesting a conversion into an Advance by way of Prime Rate Advance.

The Agent shall promptly notify the Canadian Borrower and the Canadian Lenders of any suspension of the Canadian Borrower's right to request Bankers' Acceptances or BA Equivalent Notes and of any termination of any such suspension. A Lender BA Suspension Notice shall be effective upon receipt of the same by the Agent if received prior to 2:00 p.m. (Toronto time) on a Business Day and if not, then on the next following Business Day, except in connection with an outstanding Acceptance Notice, in which case the applicable Lender BA Suspension Notice shall only be effective with respect to such outstanding Acceptance Notice if received by the Agent prior to 2:00 p.m. (Toronto time) two Business Days prior to the date of the proposed Acceptance.

ARTICLE V LETTERS

5.1 Letter Commitment.

Each of The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce and the Canadian Swing Line Lender, as applicable, agrees, on the terms and conditions of this Agreement, to issue Letters denominated in Canadian or U.S. Dollars or Euros, and The Toronto-Dominion Bank, New York Branch, agrees, on the terms and conditions of this Agreement, to issue Letters denominated in U.S. Dollars, for the account of the applicable Borrower under the applicable Credit Facilities from time to time, but not prior to Closing, on any Business Day prior to the Maturity Date (each such Lender being herein called an "Issuing Lender"). Letters shall be issued by the applicable Issuing Lender upon the Borrower paying the LC Fee into the Issuing Lender's account. Unless such Issuing Lender otherwise notifies the Borrower in writing prior to the issue thereof, all Letters shall be subject to the Uniform Customs and Practice for Documentary Credits promulgated by the International Chamber of Commerce, being publication No. 600, as amended, supplemented, modified, replaced or restated from time to time, or International Standby Practices (ISP). The Borrowers shall not permit Letters to be issued by any Issuing Lender in an amount which would result in the aggregate amount of all the then issued and outstanding Letters under the following Credit Facilities exceeding the following amounts:

- (a) \$80,000,000 (less the amount of any Letters then issued and outstanding under the Canadian Swing Line Facility) on the Canadian Revolver Facility;

- (b) \$8,000,000 on the Canadian Swing Line Facility;
- (c) U.S.\$20,000,000 on the U.S. Revolver Facility; and
- (d) U.S.\$4,000,000 on the U.S. Swing Line Facility.

The Lenders and Agents hereby acknowledge and agree that, at the request of the Borrower, Canadian Imperial Bank of Commerce has issued the Letters described on Schedule Q to certain Guarantors, which such Letters are hereby expressly permitted (the "Existing CIBC Letters"). For clarity, no additional Letters may be issued by Canadian Imperial Bank of Commerce.

5.2 Procedure for Issue.

(a) Each Issue shall be made on notice (an "Issue Notice") given by a Borrower to the applicable Issuing Lender and the Agent not later than 10:00 a.m. (local time at the place of Issue) at least three (3) Business Days prior to the Issue Date (as hereinafter defined). The Issue Notice shall be in substantially the form of Schedule C (or shall be made by telephone, promptly confirmed in writing, providing the same information as would be contained in Schedule C), and shall specify: (i) the requested date of Issue (the "Issue Date"); (ii) the type of Letter; (iii) the aggregate Face Amount and currency of the Letter; (iv) the expiration date of the Letter; (v) the name and address of the Beneficiary; and (vi) the purpose of the Letter.

(b) Upon receipt of an Issue Notice, the applicable Issuing Lender shall deal with such Issue Notice in the manner specified in this Article V.

(c) The Borrower shall not request in the Issue Notice an expiration date for a Letter which would be subsequent to the Maturity Date, unless cash collateralized or secured by back to back Letters from financial institutions acceptable to the applicable Issuing Lender.

5.3 Form of Letters.

(a) Each Letter: (i) shall be dated the Issue Date; (ii) except for Existing CIBC Letters, shall have an expiration date on a Business Day which occurs no later than three hundred and sixty five (365) days after the Issue Date; and (iii) shall comply with the definition of Letter.

(b) Prior to the date of Issue of a Letter, the applicable Borrower shall (i) have executed and delivered the standard form documents required by the Issuing Lender in respect of such Letter; and (ii) specify a precise description of the documents and the verbatim text of any certificate to be presented by the Beneficiary which, if presented by the Beneficiary, would require an Issuing Lender to make payment under the Letter. An Issuing Lender may require changes in any such documents or certificate.

5.4 Reimbursement of Amounts Drawn Under Letters

(a) The applicable Borrower shall reimburse the applicable Issuing Lender for, and there shall become due and payable at 11:00 a.m. (local time at the place of Issue) on the date specified by a Beneficiary as a drawing date under a Letter, an amount in same day funds equal to the amount to be drawn by such Beneficiary under such Letter in the currency in which such Letter is payable. The applicable Borrower shall make such reimbursement payment by paying the amount of such payment to the applicable Issuing Lender's account.

(b) If an Issuing Lender makes any payment under any Letter issued at the request of the Canadian Borrower under the Canadian Revolver Facility and the Canadian Borrower shall not have reimbursed the Issuing Lender for such amount pursuant to Section 5.4(a): (i) such Issuing Lender may at any time thereafter notify the Canadian Agent of such failure and such notification shall be deemed to have been a Borrowing Notice given by the Canadian Borrower to the Canadian Agent to make a Prime Rate Advance or U.S. Base Rate Advance, as applicable, on the date of such request in an amount equal to the amount of such drawing; and (ii) each of the Canadian Revolver Facility Lenders shall, on the date of such drawing, make its Pro Rata Share of such Advance under the Canadian Revolver Facility and apply the proceeds thereof to the reimbursement of such Issuing Lender for the amount of such drawing.

(c) If an Issuing Lender makes any payment under any Letter issued at the request of the U.S. Borrower under the U.S. Revolver Facility and the U.S. Borrower shall not have reimbursed the Issuing Lender for such amount pursuant to Section 5.4(a): (i) such Issuing Lender may at any time thereafter notify the U.S. Agent of such failure and such notification shall be deemed to have been a U.S. Borrowing Notice given by the U.S. Borrower to the U.S. Agent to make a U.S. Prime Rate Advance on the date of such request in an amount equal to the amount of such drawing; and (ii) each of the U.S. Lenders shall, on the date of such drawing, make its Pro Rata Share of such Advance under the U.S. Revolver Facility and apply the proceeds thereof to the reimbursement of such Issuing Lender for the amount of such drawing.

5.5 Fees.

The applicable Borrower shall pay to: (i) the Agent for each Issuing Lender under a Revolver Facility, a fee equal to [REDACTED] basis points multiplied by the aggregate Face Amount of each Letter issued by such Issuing Lender hereunder (the "LC Fronting Fee") in payment of, inter alia, its administrative charges for issuing and administering the Letter, payable in arrears on the first Business Day of each Financial Quarter; (ii) the Issuing Lender under the Canadian Swing Line Facility and the Agent for each Issuing Lender under a Revolver Facility, an LC Fee for the period during which each Letter is outstanding, payable in arrears on the first Business Day of each Financial Quarter; and (iii) each Issuing Lender at the time of issuance of a Letter, a standard fee for the issuance of such Letter (the "Issuance Fee"). LC Fees shall be payable in the currency in which such Letter is payable, with the exception of Letters payable in Euros, and shall be calculated in accordance with the Applicable Margin on the basis of the Face Amount of such Letter calculated daily on the basis of a term to maturity of such Letter and a year of three hundred and sixty five (365) days. LC Fees payable on Letters payable in Euros shall be payable in the currency of the Credit Facility from which the Letter is issued. Any LC Fee charged by the Canadian Swing Line Lender and any LC Fronting Fee and/or Issuance Fee charged by an Issuing Lender, shall be retained by such Canadian Swing Line Lender or Issuing Lender, as the

case may be, and shall not be shared with the other Lenders. The Borrowers hereby acknowledge and agree that any LC Fronting Fees, LC Fees or Issuance Fees paid with respect to any Letter shall not be refunded or rebated in whole or in part, whether or not any amount is drawn under any Letter and whether or not such Letter continues to be outstanding for its stated term.

5.6 Risk of Letters.

(a) Each Borrower and each Lender hereby authorize the applicable Issuing Lender (other than the Canadian Swing Line Lender) to review on behalf of each Lender each draft and other document presented under each Letter issued by such Issuing Lender. The determination of the applicable Issuing Lender as to the conformity of any documents presented under a Letter to the requirements of such Letter shall, in the absence of such Issuing Lender's gross negligence or wilful misconduct, be conclusive and binding on each Borrower and each Lender. An Issuing Lender shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under any Letter issued by the Issuing Lender. The Issuing Lender (other than the Canadian Swing Line Lender) shall promptly after such examination:

- (i) notify the applicable Agent and the applicable Borrower by telephone (confirmed in writing) of such demand for payment;
- (ii) deliver to the applicable Agent a copy of each document purporting to represent a demand for payment under such Letter; and
- (iii) notify the applicable Agent and the applicable Borrower whether such demand for payment was properly made under such Letter.

(b) The applicable Agent and each Issuing Lender (other than the Canadian Swing Line Lender) shall maintain records showing the undrawn and unexpired amount of each Letter issued by such Issuing Lender and outstanding hereunder and each Lender's Pro Rata Share of such amount and showing for each Letter issued hereunder:

- (i) the dates of issuance and expiration;
- (ii) the amount of the Letter;
- (iii) the date and amount of all payments made thereunder.

The applicable Agent and such Issuing Lender shall make copies of such records available to the applicable Borrower or to any Lender upon its request.

(c) In determining whether to pay under a Letter, an Issuing Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter have been delivered and that they comply on their face with the requirements of such Letter.

(d) The obligation of the applicable Borrower to reimburse an Issuing Lender for amounts paid by it under any Letter shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including:

- (i) any lack of validity or enforceability of any Letter;
- (ii) the existence of any claim, set-off, defence or other right which the applicable Borrower may have at any time against a Beneficiary or any transferee of any Letter (or any Persons for whom any such Beneficiary or transferee may be acting), any Agent, any Lender, or any other Person, whether in connection with the Loan Documents, the transactions contemplated therein or any other transaction (including any underlying transaction between such Borrower and the Beneficiary under such Letter);
- (iii) any draft, demand, certificate or any other document presented under the Letter proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;
- (iv) payment by an Issuing Lender under the Letter against presentation of a demand, draft or certificate or other document which does not comply with the terms of the Letter;
- (v) any other circumstance or happening whatsoever, which is similar to any of the foregoing; or
- (vi) the fact that a Default or an Event of Default shall have occurred and be continuing.

(e) As between the Borrowers, the Canadian Agent, the U.S. Agent and the Lenders, the applicable Borrower assumes all risks of the acts and omissions of, or misuse of any Letter by the Beneficiary of such Letter. None of the Lenders shall have any responsibility for: (i) the form, validity, accuracy, genuineness or legal effect of any document submitted by any Person in connection with the application for and issuance of any Letter, even if it should in fact prove to be in any or all respects invalid, inaccurate, fraudulent or forged; (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign such Letter or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they are in cipher; (iv) errors in interpretation of technical terms; (v) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter or of the proceeds thereof; (vi) the misapplication by the Beneficiary of any Letter or the proceeds of any drawing under any Letter; and (vii) any consequences arising from causes beyond the control of any Issuing Lender, including any act or omission of any Governmental Entity. None of clauses (i) through (vii) of this Section shall affect, impair, or prevent the vesting

of the Lenders' rights or powers hereunder. Any action taken or omitted by a Lender under or in connection with any Letter or the related certificates, including any action contemplated by this Section 5.6(e), if taken or omitted in good faith, shall not put a Lender under any resulting liability to either Borrower provided that the Lender acts without gross negligence or wilful misconduct.

(f) No Issuing Lender, nor any of their respective representatives, officers, employees or agents, shall be liable to any Lender or Agent for:

- (i) any action taken or omitted to be taken in connection herewith at the request or with the approval of any Lender or Agent;
- (ii) any action taken or omitted to be taken in connection with any Letter in the absence of gross negligence or wilful misconduct; or
- (iii) the execution, effectiveness, genuineness, validity, or enforceability of any Letter, or any other document contemplated thereby.

No Issuing Lender shall incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex, SWIFT or similar writing) believed by it to be genuine or to be signed by the proper person or persons.

5.7 Repayments.

(a) If a Borrower shall be required to repay the Accommodations under the Credit Facilities pursuant to Section 2.5, 2.6 or 10.1, then such Borrower shall pay to the Issuing Lenders, to the extent required pursuant thereto and in the amount provided therein, each Issuing Lender's contingent liability (as determined by each Issuing Lender) in respect of the Letters outstanding that have been issued on account of such Borrower hereunder. Such Borrower shall also pay, to the extent required pursuant thereto and in the amount provided therein, each Issuing Lender's contingent liability (as determined by each Issuing Lender) in respect of any Letter that has been issued on account of the Borrower which is the subject matter of any order, judgment, injunction or other such determination (a "Judicial Order") restricting payment by such Issuing Lender under and in accordance with such Letter or extending such Issuing Lender's liability under such Letter beyond the expiration date stated therein. Payment in respect of each such Letter shall be due in the currency in which such Letter is stated to be payable.

(b) The applicable Issuing Lender shall with respect to each Letter, upon the later of:

- (i) the date on which any final and non-appealable order, judgment or other such determination has been rendered or issued either terminating the applicable Judicial Order or permanently enjoining the applicable Issuing Lender from paying under such Letter; and

- (ii) the earlier of: (A) the date on which either (1) the original counterpart of such Letter is returned to such Issuing Lender for cancellation, or (2) such Issuing Lender is released by the Beneficiary from any further obligations in respect thereof; and (B) the expiry (to the extent permitted by any applicable Law) of such Letter;

pay to the relevant Borrower an amount in the applicable currency of the Letter equal to the difference between (i) the amount paid to the applicable Issuing Lender pursuant to Section 5.7(a) and (ii) the amounts paid by such Issuing Lender under such Letter and its reasonable costs and expenses in connection with the Letter.

5.8 Indemnification.

Without limiting any obligation of a Borrower in respect of a Letter, whether or not an Event of Default shall have occurred, the Borrowers shall keep the Agents and the Lenders (including the Issuing Lenders) indemnified and held harmless from and against all suits (whether founded or unfounded), actions, proceedings, judgements, costs, claims, demands, losses, liabilities, damages and reasonable expenses (including all reasonable legal fees) in any way relating to, arising out of, or incidental to a Letter issued hereunder.

ARTICLE VI CONDITIONS OF LENDING

6.1 Conditions Precedent to Initial Accommodation.

The obligation of the Lenders or any one or more of them to make Accommodations under the Credit Facilities on the Date of Closing is subject to the following conditions to be fulfilled or performed at or prior to March 3, 2017, which conditions are for the exclusive benefit of the Agents and the Lenders and may be waived in whole or in part by the Agents and the Lenders:

(a) Deliveries. The Agents shall have received, on behalf of the Agents and the Lenders, at or prior to the time of the making of any Accommodations on the Closing, the following, each dated such day as is satisfactory to the Agents and the Lenders and in form and substance satisfactory to the Agents, the Lenders and their counsel:

- (i) certified copies of: (A) the resolutions of the board of directors, or any duly authorized committee thereof, of each of the Borrowers and each of the Guarantors approving the entering into of this Agreement and each Ancillary Agreement to which it is a party and the completion of all transactions contemplated hereunder and thereunder; and (B) all other instruments evidencing necessary corporate action of each of the Borrowers and each of the Guarantors and of required Authorizations, if any, with respect to such matters;

- (ii) fully executed copies of this Agreement and such Ancillary Agreements as are required by the Agent and the Lenders in their sole discretion to consummate the transactions contemplated hereby;
- (iii) the Security Documents creating first charge security on all assets of each of the Exchange Parties securing the Obligations, title opinions and/or insurance with respect to Real Estate and Leasehold Real Estate and such amendments, affirmations and consents regarding the existing Security Documents as the Agents and the Lenders may require;
- (iv) evidence of the registration and perfection of the Security Documents in all offices where such registration, filing or recording is necessary or desirable to protect any rights or remedies of the Agents or the Lenders thereunder and receipt of legal opinions of registration counsel in form and substance acceptable to the Agents and the Lenders;
- (v) copies of such appraisals, Environmental Phase 1 reports and such other environmental materials in respect of all or such portions of the Real Estate as are requested by the Agents and the Lenders in their sole discretion;
- (vi) a four (4) year consolidated annual financial forecast for the Canadian Borrower, including, without limitation, a balance sheet, an income statement (broken down quarterly for the first year only), a Capital Expenditures budget including assumptions, and pro forma financial covenant calculations, all in form and substance satisfactory to the Agent and the Lenders;
- (vii) any and all Anti-Money Laundering and Know Your Client documentation as required by the Lenders in their sole and absolute discretion;
- (viii) legal opinions of counsel to each of the Borrowers and each of the Guarantors (other than Dallas Sailer Inc., Stainless, DECA, EIC Lux and EIC Aircraft) confirming the due authorization, execution, validity and enforceability of this Agreement and the due authorization and execution of the Ancillary Agreements to which the Borrowers and the Guarantors are a party as well as such other matters as counsel to the Agents and the Lenders may require;
- (ix) evidence of insurance required pursuant to Section 8.1(k) and acceptable to the Agents and the Lenders;
- (x) registerable discharge documents or postponements or undertakings to deliver the same executed by all Persons that have registered security or

notices of security interests in respect of any Lien against any of the assets or Property of any Exchange Party, other than Permitted Liens and those security interests or notices of security interests consented to by the applicable Agent, on behalf of the applicable Lenders, in writing;

- (xi) all fees and expenses which are due on or before the Closing Date and which have been previously agreed in writing between the Borrowers and the Agents and/or one or more Lenders;
- (xii) all Consents, estoppel certificates and other documents required from third parties in connection with the Security Documents;
- (xiii) a copy of each Material Agreement, each in form and substance acceptable to the applicable Agent, in its sole discretion;
- (xiv) a copy of an updated corporate organizational chart showing all Exchange Parties;
- (xv) Compliance Certificates, in form and substance satisfactory to the applicable Agent and the Lenders, (a) demonstrating compliance as at the Closing Date with the financial covenants contained in this Agreement on a pro forma basis; and (b) confirming that all other covenants contained in this Agreement are in compliance;
- (xvi) copies of certificates indicating whether all or any portion of the Mortgaged U.S. Property, if any, is a Flood Hazard Property; and
- (xvii) such other certificates and documentation as the Agents and the Lenders may reasonably request to give effect to this Agreement.

(b) Proceedings. All proceedings to be taken in connection with the transactions contemplated by: (i) this Agreement; and (ii) any Ancillary Agreement shall be satisfactory in form and substance to the Agents and the Lenders and the Agents and the Lenders shall have received copies of all such instruments and other evidence as they may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

(c) No Material Adverse Effect. The Agents shall have received evidence satisfactory to them and the Lenders that no event, condition or circumstance has arisen or is likely to arise which would have a Material Adverse Effect.

(d) Environmental Due Diligence and Compliance with Environmental Laws. The Agents and the Lenders shall have completed their environmental due diligence on the Property of the Exchange Parties and shall have received evidence, satisfactory to them, acting

reasonably, that the Exchange Parties are in compliance with all Environmental Laws, in all material respects.

(e) Other Due Diligence. The Agents and the Lenders shall have completed due diligence in respect of: (i) all matters pertaining to the business, property, operations, financial condition or prospects of the Exchange Parties; and (ii) the transactions contemplated hereby, including review of all agreements and documents referred to in the schedules hereto and confirmation of all contingent obligations and guarantees of all of the Exchange Parties, and shall be satisfied with the results of such due diligence, in their sole discretion.

(f) Agents' Flat Fee. The Agents shall have received the Agents' flat fee in accordance with the Agency Fee Agreement.

(g) Other Conditions. The conditions set forth in Section 6.2 shall have been fulfilled or performed.

6.2 Conditions of All Accommodations.

At any time, the obligation of the Lenders or any of them to make an Accommodation and the right of the applicable Borrower to deliver an Accommodation Notice shall be subject to the following conditions being satisfied on the date of such Accommodation, and after giving effect thereto and to the application of proceeds therefrom, which conditions are for the exclusive benefit of the Agents and the Lenders and may be waived in whole or in part by the applicable Agent with the approval of the applicable Lenders, in their sole discretion:

(a) Facility Limits. The Total Outstandings under each of the Credit Facilities, shall not exceed the respective Commitments.

(b) Available Accommodation. Any Accommodation requested by a Borrower shall be subject to the requirement that the Accommodation requested is an available Accommodation for such Borrower.

(c) Truth of Representations and Warranties. The representations and warranties of each of the Exchange Parties contained in this Agreement or in any Ancillary Agreement to which it is a party, shall be true and correct as of the date on which any Accommodation is made with the same force and effect as if such representations and warranties had been made on and as of such date; provided that, to the extent the disclosure in the representations and warranties is no longer true and correct, the Exchange Parties shall be entitled to update such disclosure provided that if such disclosure is materially adverse it must be approved by the Lenders.

(d) Performance of Covenants. Each of the Exchange Parties shall have fulfilled or complied with all covenants herein contained or contained in any Ancillary Agreement to be performed or caused to be performed by it at or prior to the date of any Accommodation.

(e) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing.

(f) Payment of Fees and Expenses. The Borrower shall have paid all reasonable fees, costs and expenses, including legal expenses, incurred by the Agents and the Lenders in connection with the Loan Documents and all fees payable to the Agents and the Lenders as consideration for agreeing to make the Credit Facilities available to the Borrower.

(g) Consents and Authorizations. All Consents and Authorizations shall have been obtained on terms acceptable to the Agents, upon direction from the Lenders, in order to permit any Accommodation to be made on the terms and conditions set out in this Agreement without adversely affecting the Collateral or the Business, or resulting in the violation or a breach of, or a default under or any termination, cancellation, amendment or acceleration of any material obligation under, any licence, permit, lease or contract relating to the Collateral or the Business.

(h) No Change in Laws. No Law, proposed Law, any change in any Law, or the interpretation or enforcement of any Law shall have been introduced, enacted or announced (including the introduction, enactment or announcement of any Law respecting Taxes or environmental matters or any change therein or in the interpretation or enforcement thereof), the effect of which will be to prohibit the Lenders from making any Accommodation or to increase materially the cost thereof to the Lenders.

(i) Accommodation Notice. Except in the case of a Swing Line Loan, the applicable Agent shall have received an Accommodation Notice in compliance with this Agreement.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties.

To induce each of the Lenders to make Accommodations available hereunder, each of the Exchange Parties collectively and severally represents and warrants to the Agents and the Lenders that each of the following representations and warranties is true and correct:

(a) Status and Power. Each of the Exchange Parties, other than Perimeter LP, Keewatin LP, Calm Air LP, OM LP, WBM LP, Bearskin LP and R1 LP, is a corporation duly incorporated and organized and validly subsisting under the laws of its jurisdiction of incorporation, and has full corporate power and capacity to own its Property and to carry on its part of the Business. Each of Perimeter LP, Keewatin LP, Calm Air LP, OM LP, WBM LP, Bearskin LP and R1 LP is a limited partnership formed under the laws of Manitoba and each of them is duly organized and is validly existing with full power and capacity to own its property carry on its part of the Business. Each of the Exchange Parties has obtained all material Authorizations required in respect of its part of the Business and is not in default and has received no notice of any Claim or default with respect to any such Authorizations. Each of the Exchange Parties is duly qualified, licensed or registered to carry on business in the jurisdictions

in which the nature of its Property or the Business carried on by it make such qualification necessary.

(b) Authorization. Each of the Exchange Parties has full power and capacity and full legal right to enter into and perform its obligations under this Agreement and all Ancillary Agreements to which it is or will be a party and, in the case of each of the Borrowers, to obtain Accommodations hereunder, and each of the Exchange Parties has or will have by Closing taken all action necessary to be taken by it to authorize such acts.

(c) Enforceability of Agreement. This Agreement and any Ancillary Agreement constitute legal, valid and binding obligations of each Exchange Party which is a party thereto enforceable against it in accordance with their respective terms, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

(d) Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any Governmental Entity or other Person (other than those that have been, or at Closing will be, duly obtained or made and which are, or at Closing will be, in full force and effect) is required for the due execution, delivery or performance by any Exchange Party of any Loan Document to which it is a party. None of the Exchange Parties is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. None of the Borrowers is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of the Advances will be used to purchase or carry margin stock or otherwise for a purpose which violates, or would be inconsistent with, Federal Reserve System Board Regulation U, Regulation X or Regulation T. Terms for which meanings are provided in Federal Reserve System Board Regulation U, Regulation X or Regulation T or any regulations substituted therefore, as from time to time in effect, are used in this Section with such meanings.

(e) Litigation. Except as disclosed in Schedule F, there is no material action, suit or proceeding which has been commenced (notice of which has been served on any Exchange Party), or to the best of the knowledge of any Exchange Party, commenced (notice of which has not been served on any Exchange Party), pending or threatened, against any Exchange Party before or by any Governmental Entity, in Canada, the United States or elsewhere, or before any arbitrator or board, nor is there any such material action, suit or proceeding which would prevent any Exchange Party from proceeding with the Closing and complying with all conditions precedent to the Closing set forth in Article VI or any Accommodations. No Exchange Party is in default with respect to any judgment, order, writ, injunction, decree, award or other Notice of any court, arbitrator, board or other Governmental Entity, in Canada, the United States or elsewhere nor is there any judgment, order, writ, injunction, decree, or award or Notice which would prevent any Exchange Party from proceeding with the Closing and complying with all conditions precedent to the Closing set forth in Article VI or any Accommodation or from performing its obligations under this Agreement or any Ancillary Agreement to which it is a party. For the purposes of this paragraph a "material" action, suit or proceeding shall be an

action, suit or proceeding involving an Exchange Party where the claim in question is in excess of \$ [REDACTED]

(f) Compliance with Other Instruments. The consummation of the transactions hereby contemplated and the compliance with the terms, conditions and provisions of this Agreement and any of the Ancillary Agreements will not: (i) conflict with, or result in a breach of, or constitute a default under any of the terms, conditions or provisions of the certificate of incorporation, constating documents or by-laws of any Exchange Party or any Material Agreement or instrument to which any Exchange Party is a party or by which it is bound; or (ii) result in or require the creation or imposition of any Lien on any Property of the Exchange Parties (except as permitted by this Agreement).

(g) No Other Material Facts. None of: (i) this Agreement; (ii) any of the Ancillary Agreements; or (iii) any certificate or statement in writing which has been supplied by or on behalf of any Exchange Party by any of the directors, officers, administrators, trustees, agents or employees of any Exchange Party in connection with the transactions contemplated hereby or by any of the Ancillary Agreements contains any untrue statement of a material fact, or omits any statement of a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact known to any of the Exchange Parties which could, if known to the Agents or any of the Lenders, be material to the decision by an Agent or a Lender to enter into any of the Loan Documents, and which has not been disclosed to the Lenders in writing.

(h) Restrictive Documents. None of the Exchange Parties is subject to, or a party to, any restriction in its constating documents or by-laws, any Notice, any Law, any Claim, any contract or instrument, any Lien or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement or compliance by any Exchange Party with the terms, conditions and provisions hereof or thereof or the continued operation of the Business after the date hereof on substantially the same basis as operated to the date hereof in each case.

(i) Subsidiaries and Locations. The only Subsidiaries of the Exchange Parties (and the jurisdictions in which the Exchange Parties are incorporated or formed to carry on business and the percentage of shares of each class of its Capital Stock or similar equity interests owned by the Exchange Parties and each other Subsidiary) are listed in Schedule E. The address of each location at which any Exchange Party carries on business and the address at which any of the Collateral is located is set out in Schedule E. The affiliates of each Exchange Party (other than Subsidiaries) is set out on Schedule E. Each of the directors and senior officers of EIC is set out on Schedule E.

(j) Title to Property. Each Exchange Party is the sole beneficial owner of, and has a good and marketable title to, and will be lawfully possessed of its Property, including the Collateral, free and clear of all Liens, except Permitted Liens, and each of the Exchange Parties has full right to mortgage, pledge, charge and assign to the Agent on behalf of the Lenders the property mortgaged, pledged, charged or assigned to the Agent on behalf of the Lenders pursuant to the Security Documents as contemplated herein. No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming any

agreement, option, understanding or commitment, for the purchase from any of the Exchange Parties of any of the Collateral, except in the ordinary course of the Business or as otherwise permitted hereunder.

(k) Personal Property. A complete and accurate list of any item of personal Property of the Exchange Parties having a value of [REDACTED] or more which is used in connection with the Business (in which is specified an accurate description of such personal Property in sufficient detail so as to make such personal Property easily identifiable) has been provided to the Agent.

(l) Intellectual Property. All Intellectual Property used by the Exchange Parties is described in Schedule H and is used in compliance with all material terms and conditions under which such Persons are permitted to use such Intellectual Property, and none of the rights to use such Intellectual Property, which failure to have the right to use would have individually or in the aggregate a Material Adverse Effect, is, to the best of the knowledge of such Persons, threatened to be terminated other than upon expiry of the licence or other agreement under which the Intellectual Property is used. Except as disclosed in Schedule H, all Intellectual Property disclosed in Schedule H is owned by the Borrowers or their Subsidiaries and no Exchange Party has received any notice of any Claim of infringement or similar Claim or proceeding relating to any of the Intellectual Property, and, to the best of the knowledge of such Persons, no present or former employee of such Persons and no other Person owns or claims to own or has or claims to have any interest, direct or indirect, in whole or in part, in any of the Intellectual Property.

(m) Leasehold Real Estate. Schedule I contains a complete and accurate list of all leases relating to Leasehold Real Estate (in which is specified the parties, the date of execution and expiry date, any options to renew, the locations of the lands and premises demised therein and the use to which such lands and premises are put) and any amendments or additions thereto to which any Exchange Party is a party, by which it is bound, or in respect of which it is entitled to benefit. Such leases are in good standing and the relevant Exchange Party is not in default in payment of rent or in the performance of its obligations thereunder. In addition, the landlords under such leases are not in breach of any of their obligations thereunder. No set of facts exists which after notice or lapse of time or both or otherwise would result in a breach or default under any of such leases which would result in a Material Adverse Effect if such lease were terminated by the landlord pursuant to such breach or default.

(n) Real Estate. Schedule J contains a complete and accurate list of all Real Estate (in which is specified the legal description and the commonly known address thereof, the use to which such Real Estate is put, a description of any buildings or structures situate thereon and the registered and beneficial owner thereof). All of the Real Estate is used in connection with the Business. Except as set out in Schedule J, none of the Real Estate is leased by any of the Exchange Parties to third parties.

(o) Insurance Policies. All of the Property of the Exchange Parties, including the Collateral, is insured against loss or damage to the extent, and in the manner, described in Section 8.1(k). The proceeds of such policies are fully payable to the Exchange Parties, the Agents and the Lenders, as the case may be, as their interests may appear.

(p) No Material Adverse Effect. Since September 30, 2016, no event, condition or circumstance has arisen or is likely to arise which would have a Material Adverse Effect.

(q) Compliance with Laws. Each of the Exchange Parties is in material compliance with all applicable Laws.

(r) Environmental Disclosure.

(i) Compliance with Environmental Laws. Except as disclosed in Schedule K, to the best of the knowledge of the Exchange Parties, the Business has always been and is now being operated, and the Leasehold Real Estate and the Real Estate and any of the property currently or formerly owned or leased by or under the charge, management or control of the Exchange Parties (the "Affected Properties") have always been and are now being owned, operated and/or managed by the Exchange Parties and their respective predecessors in material compliance with all Environmental Laws. None of the Exchange Parties nor, to the best of the knowledge of the Exchange Parties, any of their respective directors, officers or employers has ever: (i) been convicted of any offence for non-compliance with any Environmental Laws; (ii) been fined or otherwise penalized for non-compliance with Environmental Laws; or (iii) settled any prosecution in respect thereof short of conviction. Without limiting the generality of the foregoing:

A. *Environmental Permits.* Each Exchange Party holds, and is conducting the Business in material compliance with, all Environmental Permits which are required for the operation of the Business. All Environmental Permits required for the operation of the Business are valid and in full force and effect and no violations thereof have been experienced, noted or recorded and no proceeding is pending or, to the best of the knowledge of the Exchange Parties, threatened which will review, make subject to limitations or conditions, suspend, revoke, terminate or limit any of such Environmental Permits;

B. *Dealing with Substances.* None of the Exchange Parties nor their respective predecessors has (1) used any of the Affected Properties or permitted them to be used to generate, manufacture, refine, treat, transport, store, handle, recycle, dispose of, deposit, transfer, produce or process Hazardous Materials, except in compliance with all Environmental Laws; or (2) disposed of, treated, transported and stored any waste or other material Substance, except in compliance with all Environmental Laws;

C. *Environmental Reports.* Each of the Exchange Parties and their respective predecessors has made all reports required by

Environmental Laws to all appropriate Governmental Entities on the happening of all events which are required to be so reported pursuant to Environmental Laws; and

- D. *Record Keeping.* Each of the Exchange Parties and their respective predecessors has maintained all environmental and operating documents and records relating to the Affected Properties and their business in the manner and for the periods required by all Environmental Laws.
- (ii) *Environmental Liabilities.* Except as disclosed in Schedule K, none of the Exchange Parties has incurred or is incurring any material liability pursuant to any Environmental Law, including any material Environmental Liabilities and Costs. To the best of the knowledge of the Exchange Parties, there is no past or present fact, condition or circumstance relating to the Business or the Affected Properties that could result in any material liability or material potential liability under any Environmental Laws. None of the Exchange Parties nor any of their respective predecessors has received an Environmental Notice pursuant to, or raising concerns in respect of, any material liability pursuant to any Environmental Laws and, to the best of the knowledge of the Exchange Parties, there are no reasonable grounds which would give rise to the issuance of any Environmental Notice concerning material liability pursuant to any Environmental Law.
- (iii) *Disclosure Regarding Properties.* Except as disclosed in Schedule K, none of the Affected Properties: (A) has ever been used by any Person as a landfill site, a waste disposal site, or as a location for the disposal of Hazardous Substances or waste; (B) has ever had any urea formaldehyde foam insulation, asbestos, PCB waste, radioactive substances or underground storage vessels, active or abandoned, located thereon, except in compliance with Environmental Laws; or (C) has ever been subject to a Release of any Hazardous Substance by, or caused or permitted by any of the Exchange Parties in material violation of Environmental Laws. There are no Hazardous Substances at, in, on or under the Affected Properties at levels or in concentrations in excess of levels or concentrations set out in Environmental Laws.

Notwithstanding anything contained in this Section 7.1(r), the representations contained in Subsection (A) through (C) above, to the extent they relate solely to operation, ownership or management of the Business, the Real Estate or the Leasehold Real Estate by any arm's length predecessor, are made to the best of the knowledge of the Exchange Parties.

- (iv) Change of Laws. The Exchange Parties are not aware of any pending or proposed changes to Environmental Laws other than as publicly announced by any Governmental Entity.
- (v) Policy. Each of the Exchange Parties has a comprehensive environmental management policy in place and, to the best of the knowledge of the Exchange Parties, all officers, employees and agents of the Exchange Parties are complying with such policy in all material respects in relation to the Business. To the best of the knowledge of the Exchange Parties, all environmental audits, assessments or investigations of the Affected Properties are disclosed in Schedule K.
- (vi) Remedial Action. Except as disclosed in Schedule K, no Remedial Action is currently being taken by the Exchange Parties and no Environmental Notice has been received by the Exchange Parties nor are there any grounds which would give rise to Environmental Notice that any Remedial Action is required to be taken as a condition of continued compliance with any Environmental Permits or Environmental Laws.
- (vii) Site Designated for Clean-Up. None of the Affected Properties is listed or proposed for listing on any list maintained by any Governmental Entity of sites identified for investigation or clean-up pursuant to any Environmental Law, and none of the Exchange Parties has transported or arranged for the transportation of any Hazardous Materials to, or generated or disposed of any Hazardous Materials present at, any location which is on such a list, which is proposed for listing on such a list or which is the subject of a federal, provincial, state or local enforcement action or other investigation which may reasonably be expected to lead to material Environmental Liabilities and Costs to the Exchange Parties.

(s) Real Property. To the best of the knowledge of the Exchange Parties, all of the Buildings and Fixtures: (i) are in good operating condition and in a state of good maintenance and repair (having regard for the use and purpose thereof); (ii) are adequate and suitable for the purposes for which they are presently being used; and (iii) with respect to each (and to the Real Estate and the Leasehold Real Estate), the owner has adequate rights of ingress and egress for the operation of the Business in the ordinary course. None of the Real Estate, the Leasehold Real Estate or the Buildings and Fixtures, nor the use, operation or maintenance thereof for the purpose of carrying on the Business, violates any restrictive covenant or any provision of Law or encroaches in any material respect on any property owned by any other Person. No condemnation or expropriation proceeding has been commenced or, to the best of the knowledge of the Exchange Parties, pending or threatened which would preclude or impair the use of any such property or any part thereof for the purposes for which it is currently used. Except as otherwise disclosed on Schedule K, to the best of the knowledge of the Exchange Parties, there are no outstanding work orders with respect to any of the Collateral from or required by any municipality, police department, fire department, sanitation, health or safety authorities or from any other Person and there are no matters under discussion with or by the Exchange Parties

relating to work orders. The representations contained in this Section 7.1(s), to the extent they relate solely to the use or operation of the Real Estate or the Leasehold Real Estate or the Buildings and Fixtures thereon by any arm's length predecessor, or the condition or suitability of such Buildings and Fixtures prior to the acquisition from any arm's length predecessor, are made to the best of the knowledge of the Exchange Parties.

(t) No Breach of Contracts. Schedule L contains a complete and accurate list of all Material Agreements as of the date hereof (in which is specified the parties, the date of execution and expiry date and any options to renew) and any amendments or additions thereto. On the date of execution of each Future Material Agreement (as defined below in Section 8.1(u), Schedule L hereto shall be deemed to be amended to include such Future Material Agreement and such Future Material Agreement shall be a "Material Agreement" for the purposes of this Agreement, without the necessity of any further action by any of the parties hereto. Each Material Agreement is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the completion of the transactions contemplated under this Agreement and the Ancillary Agreements) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default thereunder. To the best of the knowledge of the Exchange Parties, no Exchange Party has materially violated or breached, in any material respect, any of the terms or conditions of any Material Agreements or any one or more other agreements having, in the aggregate, liabilities or obligations of any party thereto over the term thereof in excess of [REDACTED] and, to the best of the knowledge of the Exchange Parties, all the material covenants to be performed by any other party thereto have been fully performed.

(u) Books and Records. All books and records of each of the Exchange Parties have been fully, properly and accurately kept and completed in accordance with IFRS and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

(v) Tax Liability. Except for any Taxes which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with IFRS shall have been set aside on its books: (i) each of the Exchange Parties has in a timely manner filed all tax returns, elections, filings and reports with respect to Taxes required by Law to be filed by it and such returns, elections, filings and reports are true, complete and correct; (ii) each of the Exchange Parties has paid, or reserved in its financial statements, all Taxes which are due and payable, and has paid all assessments and reassessments and all other Taxes, governmental charges penalties, interest and fines due and payable by it; (iii) each of the Exchange Parties has no liability, contingent or otherwise, for Taxes, except Taxes not now due and payable with respect to ordinary operations during the current fiscal period adequate provision for the payment of which has been made; (iv) each of the Exchange Parties has paid as and when due all applicable Taxes and remitted as required by Law all applicable Taxes and deductions and any interest or penalties related thereto; and (v) each of the Exchange Parties has paid all realty Taxes as and when due.

(w) Pension Plans.

- (i) Each Pension Plan is in good standing and is fully funded and the applicable Exchange Party is in compliance in all material respects with such plan and all applicable pension benefits and tax laws;
 - (ii) All contributions (including employee contributions made by authorized payroll deductions) required to be made to the appropriate funding agency in accordance with all applicable laws and the terms of each Pension Plan have been made in accordance with applicable laws and the terms of such Pension Plan; and
 - (iii) No event has occurred and no condition exists with respect to any Pension Plan that has resulted or could reasonably be expected to result in such Pension Plan having its registration revoked or refused for the purposes of any applicable pension benefits or tax laws or being placed under the administration of any relevant pension benefits regulatory authority or being required to pay any taxes or penalties under any applicable pension benefits tax laws except in each case under subsections (i) and (ii) above and this 7.1(w)(iii) to the extent that any of the foregoing would not in the aggregate reasonably be expected to have a Material Adverse Effect.
- (x) Plans.
- (i) Stainless and each ERISA Affiliate, as applicable, have operated and administered each Plan in compliance with all applicable Laws except for such instances of non-compliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither Stainless nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to a Plan, and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by Stainless or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of Stainless or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or pursuant to such penalty, excise tax, funding or security provisions, including, but not limited to Section 401(a)(29) or 412 of the Code, other than such liabilities or Liens as would not be individually or in the aggregate likely to have a Material Adverse Effect.
 - (ii) The present value of the aggregate benefit liabilities under each of the Plans subject to Title IV of ERISA, determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities. The term "benefit liabilities" has the meaning specified in Section 4001 of ERISA

and the terms "current value" and "present value" have meaning specified in Section 3 of ERISA.

- (iii) None of the Borrowers nor any ERISA Affiliate is or, within the six years preceding the date of this Agreement, has ever been a party to, or has any obligation or liability with respect to, any Multiemployer Plan.
- (iv) The expected postretirement benefit obligation (determined as of the last day of Stainless's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106 (or any successor to such statement), without regard to liabilities attributable to continuation coverage mandated by Section 4980B of the Code) of Stainless is not material.
- (v) The execution and delivery of this Agreement and the other Loan Documents will not involve any transaction that is subject to the prohibitions of Title I of ERISA or in connection with which a tax could be imposed pursuant to Section 4975 of the Code.

(y) Control. The U.S. Borrower is "controlled" by the Canadian Borrower, as the term "controlled" is used in the *Canada Business Corporations Act*.

(z) Shareholders. The U.S. Borrower is an indirect, wholly owned subsidiary of the Canadian Borrower. Except as disclosed in Schedule P, no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming any agreement, option, understanding, commitment, right or privilege for the purchase of any Capital Stock of the Exchange Parties, except for any reasonable senior management compensation plan, or to receive payment based on the value of any such Capital Stock. The issued and outstanding Capital Stock of the Exchange Parties, and the registered and beneficial holders of such Capital Stock are as described in Schedule P.

(aa) Liabilities. The Exchange Parties do not have any liabilities, whether accrued, absolute, contingent or otherwise, of any kind or nature whatsoever, except as otherwise disclosed in the financial statements of the Exchange Parties, which have been prepared according to IFRS and except pursuant to the Loan Documents, and except incurred after the date hereof in compliance with the Loan Documents.

(bb) Compliance with Securities Laws. EIC has complied and will comply in all material respects with its obligations to file all forms, reports, statements, schedules, proxy statements, information circulars, prospectuses, certifications, and documents required to be filed by EIC with the applicable securities regulatory authorities (as they have been amended since the time of their filing, and including any documents filed as exhibits, annexes or schedules thereto, collectively, the "Reports"), and complete and correct copies of all such Reports are available to the Agent and the Lenders through public sources. Each Report complied in all material respects with the requirements of securities Laws applicable to EIC, as in effect on the date so filed. None

of such Reports (including any financial statements, schedules, documents or exhibits included or incorporated by reference therein) or any other document, as of the date of filing pursuant to such securities Laws and of any amendment or supplement and, in the case of any proxy statement, information circular, prospectus or like document at the date mailed to shareholders and at the date of the meeting, contained any misrepresentation (as defined under such securities Laws).

(cc) No Default or Event of Default. No Default and no Event of Default has occurred, nor has any event or condition occurred which, with the giving of notice or passage of time, or both, would constitute a default under any one or more material agreements or agreements relating to Debt to which any Exchange Party is a party and which could result in the acceleration of amounts owing by any Exchange Party under any such agreements.

(dd) Financial Information. The financial statements of each Exchange Party furnished to the Agent and the Lenders pursuant to this Agreement have been prepared in accordance with IFRS consistently applied, and present fairly the consolidated financial condition of the Persons covered thereby as at the dates thereof and the results of their operations for the periods then ended. All balance sheets, all statements of operations, shareholders' equity and cash flow and all other financial information of each Exchange Party furnished pursuant to Section 8.1(a) have been and will for periods following Closing be prepared in accordance with IFRS consistently applied and do or will present fairly the consolidated financial condition of the Persons covered thereby as at the dates thereof and results of their operations for the period then ended.

(ee) Sanctions Concerns. No Exchange Party, nor any Subsidiary, nor, to the knowledge of the Exchange Parties and their Subsidiaries, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity currently the subject of any Sanctions, nor is any Exchange Party or any Subsidiary located, organized or resident in a Designated Jurisdiction.

(ff) Regulation H. No Mortgaged U.S. Property is a Flood Hazard Property unless the U.S. Agent shall have received the following: (a) the applicable Exchange Party's written acknowledgment of receipt of written notification from the U.S. Agent (i) as to the fact that such Mortgaged U.S. Property is a Flood Hazard Property, (ii) as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (iii) such other flood hazard determination forms, notices and confirmations thereof as requested by the U.S. Agent and (b) copies of insurance policies or certificates of insurance of the applicable Exchange Party evidencing flood insurance reasonably satisfactory to the U.S. Agent and naming the U.S. Agent as loss payee on behalf of the Lenders. All flood hazard insurance policies required hereunder have been obtained and remain in full force and effect, and the premiums thereon have been paid in full.

Each of the representations and warranties contained in this Section 7.1 shall be deemed to be continually repeated by the Exchange Parties at the time of each Accommodation.

7.2 Survival of Representations and Warranties.

All the representations and warranties of the Exchange Parties contained in Section 7.1 shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all amounts owing hereunder have been repaid and the Credit Facilities have been terminated notwithstanding any investigation made at any time by or on behalf of the Agent or the Lenders.

7.3 No Representations by Lenders.

No representation, warranty or other statement made by an Agent or any one or more of the Lenders in respect of the Credit Facilities or any Accommodations made hereunder shall be binding on such Agent or Lender unless made by it in writing as a specific amendment to this Agreement.

**ARTICLE VIII
COVENANTS OF THE BORROWERS**

8.1 Affirmative Covenants.

So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement, and unless the Agents, upon direction from the Lenders, shall otherwise consent, each of the Borrowers shall:

(a) Financial Reporting and Deliveries. Cause to be delivered to the Canadian Agent and the U.S. Agent sufficient copies for delivery to Lenders, respectively, of the following documents, in form and substance satisfactory to the Canadian Agent, the U.S. Agent and the Lenders, acting reasonably:

Consolidated Annual Financial Statements

- (i) as soon as available, and in any event within ninety (90) days after the end of each Financial Year, the audited consolidated financial statements (including, at a minimum, a balance sheet, income statement and statement of changes in financial position) of the Canadian Borrower for such Financial Year, all certified as to fairness in accordance with IFRS and as to consistency (or exceptions therefrom) by the Chief Financial Officer of the Borrower and subject to an unqualified opinion of the Auditors;

Consolidated Quarterly Financial Statements

- (ii) as soon as available, and in any event within forty-five (45) days after the end of each Financial Quarter (excluding the last Financial Quarter of a Financial Year), the unaudited consolidated financial statements (including, at a minimum, a balance sheet, income statement and

statement of changes in financial position) of the Canadian Borrower for such Financial Quarter as of the end of such Financial Quarter, all certified as to fairness in accordance with IFRS and as to consistency (or exceptions therefrom) by the Chief Financial Officer of the Canadian Borrower;

Unconsolidated Annual Financial Statements

- (iii) as soon as available, and in any event within one hundred and twenty (120) days after the end of each Financial Year, the unaudited unconsolidated financial statements (including, at a minimum, a balance sheet, income statement and statement of changes in financial position) of the U.S. Borrower and, upon request, any other Exchange Party for such Financial Year, prepared in accordance with IFRS;

Budget and Business Plan

- (iv) as soon as available, and in any event not later than ninety (90) days following the end of each Financial Year of the Canadian Borrower, the Business Plan, including a budget of the Canadian Borrower, prepared on a consolidated basis, for the following three Financial Years. The budget included in the Business Plan for the first following Financial Year shall include, at a minimum, a projected balance sheet, a projected income statement broken down quarterly among reporting segments as determined by IFRS, a Capital Expenditures budget including assumptions, and *pro forma* financial covenant calculations, broken down quarterly, including assumptions. The budget included in the Business Plan for each of the second and third following Financial Years shall include, at a minimum, a projected income statement, a Capital Expenditures budget and *pro forma* financial covenant calculations, each on an annual basis.

Despite the foregoing, the documents required to be delivered pursuant to this Section 8.1(a)(i) and (ii) shall each include revenue, earnings before interest, Taxes, depreciation and amortization, and Capital Expenditures, on an unconsolidated basis for each business unit.

(b) Additional Reporting and Deliveries. Cause to be delivered to the applicable Agent sufficient copies for delivery to the applicable Lenders, respectively, of the following documents, in form and substance satisfactory to such Agent and Lenders acting reasonably:

- (i) as soon as available and in any event together with each delivery of financial statements referred to in Sections 8.1(a)(i) and 8.1(a)(ii), a Compliance Certificate of the Chief Financial Officer of the Canadian Borrower which, *inter alia*, certifies the particulars of all Intercompany Debt, together with detailed calculations relating to such Compliance Certificate and an updated copy of Schedule P, only where there have been changes to Schedule P. With respect to the particulars of all

Intercompany Debt, each Compliance Certificate delivered at the end of a Financial Quarter shall include a schedule which specifies the participants in all outstanding Intercompany Debt and which Intercompany Debt is secured and each Compliance Certificate delivered at the end of a Financial Year shall include a schedule which specifies the participants and dollar amounts involved in all outstanding Intercompany Debt and which Intercompany Debt is secured;

- (ii) promptly upon receipt thereof, a copy of each environmental report or audit submitted to the board of directors (or any committee thereof) or senior management of any of the Exchange Parties and which discloses a need for material remedial action;
- (iii) promptly after the occurrence of each Default or Event of Default, a statement of the Chief Financial Officer of the relevant Borrower setting forth the details of such Default or Event of Default and the action which such parties propose to take or have taken with respect thereto;
- (iv) promptly after the commencement thereof, notice of Claims which have been commenced (notice of which has been served on any of the Exchange Parties), or to the best of the knowledge of any of the Exchange Parties, have been commenced (notice of which has not been served on any of the Exchange Parties) or are pending or threatened affecting any of the Exchange Parties or any of the Collateral, for amounts which exceed [REDACTED] in the aggregate at any time;
- (v) promptly after the occurrence of any material adverse development with respect to any Claims referred to in Section 8.1(b)(iv), and in any event within three (3) days after any of the Exchange Parties obtain knowledge of the occurrence thereof, notice thereof, and, to the extent the Agent requests, copies of all documentation relating thereto;
- (vi) promptly upon request of the Agent evidence of the maintenance of all insurance required to be maintained by Section 8.1(k), including such originals or copies as the Agent may request of policies, certificates of insurance, riders and endorsements relating to such insurance and proof of premium payments;
- (vii) promptly upon request of the Agent in respect of each Financial Year, evidence of the payment of all realty Taxes by each Exchange Party;
- (viii) promptly upon the issuance thereof and contemporaneously with any dividend or other distribution to security holders of the Canadian Borrower, copies of all Notices, reports, press releases, circulars, financial statements, offering documents and other documents filed by any

Exchange Party with any securities commission or stock exchange or distributed to holders of EIC Shares or other securities;

- (ix) promptly following the mailing or receipt of any Notice or report, and immediately upon becoming aware of any default, event of default or demand for payment under the terms of any Debt of the Exchange Parties, all information pertaining to such default or demand, such as the date of the default or demand, the amount demanded, and the facts and circumstances which caused such default or demand and copies of such Notice or report;
- (x) on a Schedule to each Compliance Certificate delivered pursuant to Section 8.1(b)(i), information concerning Hedging Transactions, including the notional amount being hedged, the name of the applicable counterparty and the cumulative aggregate notional amount of Interest Rate Hedging Transactions, Currency Hedging Transactions, Commodity Hedging Transactions, and Cross Currency Hedging Transactions entered into by the Exchange Parties (including such Hedging Transaction) as of such date and, within one (1) Business Day of entering into a Hedging Transaction which results in the FX Hedging Limit, the Rate Hedging Limit, the Commodity Hedging Limit, or the Cross Currency Hedging Limit, as the case may be, being exceeded, a separate certificate certifying the particulars of such Hedging Transaction, including the above information;
- (xi) Upon becoming aware of: (i) the institution of any steps by any Person to terminate any Plan subject to Title IV of ERISA; (ii) the failure to make a required contribution to any Plan if such failure is sufficient to give rise to a Lien under Section 302 of ERISA or Section 412 of the Code; (iii) the taking of any action with respect to a Plan subject to Title IV of ERISA which could result in the requirement that any of the Exchange Parties furnish a bond or other security to the PBGC, or such Plan; or (iv) the occurrence of any event with respect to any Plan which could result in the incurrence by any of the Exchange Parties of any material liability, fine or penalty; (v) notification that any Plan or related trust is under examination by the United States Internal Revenue Service, Department of Labour, or the PBGC; (vi) notice of any pending, threatened or anticipated claims (other than routine claims for benefits) by, on behalf of, or against an Exchange Party with respect to any Plan or related trust; (vii) with respect to any Plan subject to Title IV or ERISA, any reportable event, as defined in Section 4043(b) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations; (viii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by any of the Exchange Parties or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or (ix) any event,

transaction or condition that could result in the incurrence of any liability by any of the Exchange Parties or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to any Plan, or in the imposition of any Lien on any of the rights, properties or assets of any of the Exchange Parties or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect, notice thereof and copies of all documentation relating thereto within five (5) Business Days;

- (xii) all Transport Canada Audit/Inspection Reports upon request of any Lender;
- (xiii) all purchase sale agreements for Permitted Acquisitions;
- (xiv) within forty-five (45) days after the end of each Financial Quarter, a list of all aircraft acquisitions (including, without limitation, all Bulk Aircraft Purchases) during the preceding Financial Quarter, which list shall specifically identify any such acquisitions subject to the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment;
- (xv) no more than ten (10) Business Days after receiving a written request from either Agent, acting upon direction from the Majority Lenders, each of the Borrowers shall, and shall cause any one or more Exchange Parties to:
 - A. deliver to the Agent(s) searches of Lien filings in applicable jurisdictions with respect to the applicable Exchange Party and as to the applicable aviation business related assets, each in form and substance satisfactory to the applicable Agent(s);
 - B. execute and deliver to the applicable Agent(s) all agreements and other documents requested by either Agent, in form and substance satisfactory to the applicable Agent(s); and
 - C. take all action and supply the applicable Agent(s) with all information requested by either Agent,

necessary (or desirable) to create, maintain, perfect, protect and preserve a first charge security interest in any or all aviation business related assets of any or all of the Exchange Parties (other than those aviation related assets for which a security interest has already been perfected by filing a uniform commercial code financing statement in the United States or a financing

statement in Canada), as security for the payment and performance of all or any portion of the Obligations;

- (xvi) such other information and reports relating to any of the Exchange Parties, their respective Property (including the Collateral), or the Business, as the Agent may from time to time reasonably request.

(c) Corporate Existence. Preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, and keep in full force and effect its corporate existence or limited partnership existence, as the case may be, and its agreements, licenses, operations, contracts, franchises and other arrangements necessary to carry on the Business.

(d) Compliance with Laws and Governmental License Fees. Comply, and cause each of its Subsidiaries to comply, in all material respects with the requirements of all applicable Laws, including Environmental Laws and all Governmental Licenses issued to and held by the Exchange Parties, where a failure to comply with such applicable Laws individually or in the aggregate will result in a Material Adverse Effect.

(e) Payment of Taxes, Claims and Governmental License Fees. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent: (i) all Taxes, governmental assessments, charges or levies and Claims imposed upon it or upon any of its Property, income or franchises; (ii) all lawful Claims which, if unpaid, might by Law become a Lien upon its Property, in each case except for any such Tax, assessment, charge, levy or Claim which would result in a Lien which is a Permitted Lien; and (iii) all fees payable to Governmental Entities or other authorities in connection with all Governmental Licenses issued to and held by the Exchange Parties.

(f) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books, records and accounts, in which full and correct entries shall be made of all financial transactions of it and each of its Subsidiaries in accordance with IFRS.

(g) Visitation and Inspection. At any reasonable time or times and upon reasonable prior notice given to a Borrower by the Canadian Agent or U.S. Agent, permit the Agent, the Lenders or any of their authorized representatives, full and reasonable access to the premises of the Exchange Parties and obtain any consents and waivers from any Person necessary, in the reasonable opinion of the Agent to ensure such access, and to all Property of the Exchange Parties (including the Collateral) and to discuss the business, affairs, finances and accounts of, and the compliance with the terms of this Agreement and the Ancillary Agreements by, the Exchange Parties with the management and auditors thereof and in the case of the Canadian Agent or the U.S. Agent, as the case may be, on behalf of the Lenders, full and reasonable access to all business, financial and computer records of the Exchange Parties, if in the reasonable opinion of the Canadian Agent or the U.S. Agent, as the case may be, a Default or Event of Default has or may have occurred and to take copies of such records, and to reimburse the Canadian Agent or the U.S. Agent, as the case may be, for all reasonable costs and expenses incurred by such Agent in connection with an annual visit, if reasonably required by the Canadian Agent or the U.S. Agent, as the case may be, to protect its and the Lenders' rights and

interests under the Loan Documents, to all of the premises where the Exchange Parties carry on the Business, including all reasonable travel and lodging expenses.

(h) Environmental Reporting. Promptly, and in any event within ten (10) days of becoming aware of its existence, notify the Lenders in writing of any Notice or other facts or circumstances or state of affairs (providing details of any actions taken by the Exchange Parties in response) which could reasonably be expected to give rise to: (i) material Environmental Liabilities and Costs; or (ii) any material violation of Environmental Laws involving the possible imposition of a material fine or the shutting down of any material facility forming part of the Property of any Exchange Party for any period.

(i) Environmental Audits. Promptly, if requested by an Agent, upon direction from the Lenders, and upon reasonable prior notice given to the Borrower by the Agent: (i) if a Default has occurred and is continuing or the Canadian Agent, the U.S. Agent or the Lenders have a good faith concern as to the financial condition of the Borrower, conduct at its own expense environmental audits having a scope acceptable to the Agent upon direction from the Lenders, with respect to the potential liability under applicable Environmental Laws of the Exchange Parties, their respective Real Estate and Leasehold Real Estate or other Property, and the Business, such environmental audits to be conducted by an Environmental Auditor, and provide copies of such environmental audits to the Agent which environmental audits shall be addressed to the Canadian Agent, the U.S. Agent and the Lenders and accompanied by a written authorization from such Environmental Auditor entitling the Agent and the Lenders to rely on such audits; (ii) if the Agent or the Lenders have a good faith concern that there is any non-compliance by any Exchange Party with Environmental Laws, conduct such environmental audits concerning alleged non-compliance as the Canadian Agent or the U.S. Agent, as the case may be, upon direction from the Lenders, may require, such audits to be conducted by an Environmental Auditor, and provide copies of such environmental audits to the Agent which environmental audits shall be addressed to the Canadian Agent, the U.S. Agent and the Lenders and accompanied by a written authorization from such Environmental Auditor entitling the Canadian Agent, the U.S. Agent and the Lenders to rely on such audits; and (iii) diligently remedy any non-compliance with Environmental Laws revealed by any such audit.

(j) Condition of Property. Keep, and cause each of its Subsidiaries to keep, its Property in all material respects in good repair, working order and condition (reasonable wear and tear excepted) and with regard to the use and purpose of such property and, from time to time, make all necessary repairs, renewals, replacements, additions and improvements thereto.

(k) Insurance.

(i) Maintain in force with reputable and creditworthy insurers, insurance coverage of the nature and kind and in such amounts as is customary and prudent for companies engaged in the same or similar business in the same jurisdiction as the Exchange Parties, respectively, including for greater certainty: (i) broad form all risk property damage and boiler and machinery insurance, including business interruption coverage; (ii) third party liability insurance which shall include product and warehouseman's

liability coverage; and (iii) flood hazard insurance on each Mortgaged U.S. Property that is a Flood Hazard Property, on such terms and in such amounts as required by the National Flood Insurance Reform Act of 1994 or as otherwise required by the U.S. Agent. All such insurance of the Exchange Parties shall be in such form and scope as the Canadian Agent or the U.S. Agent, upon direction from the Lenders, may reasonably require, shall contain the Insurance Bureau of Canada standard mortgage clause or U.S. equivalent and shall name the Canadian Agent and the U.S. Agent as its interests may appear, as loss payees in respect of property damage insurance covering the Collateral and as additional named insureds in respect of third party liability insurance. All such insurance shall also provide that: (A) if it is cancelled or amended in any adverse respect, or the same is allowed to lapse for non-payment of premium, the cancellation, amendment or lapse shall not be effective as to the Canadian Agent and the U.S. Agent for thirty (30) days after receipt by them of notice of such cancellation, amendment or lapse from the insurers, or as otherwise agreed by the Canadian Agent and the U.S. Agent, upon direction from the Lenders; and (B) in respect of the interest of the Canadian Agent and the U.S. Agent in such insurance, the insurance shall not be invalidated by any action or inaction of the Canadian Agent and the U.S. Agent. Each insured Exchange Party shall use its best efforts to cause such insurance to also provide that the insurers waive all rights of defence, set-off, counterclaim or abatement, legal or equitable, against the Canadian Agent and the U.S. Agent in connection with the obligations of the insureds to make payments under such insurance but without prejudice to the insurers' right to maintain a separate action against the named insured for any unpaid premium with respect to such insurance;

(ii) Cause the insurance proceeds under all policies required to be maintained hereunder to be made payable to the Canadian Agent or the U.S. Agent, as applicable. The net proceeds received by the Agent (after deducting any expenses incurred in a collection or handling of such proceeds) under any property insurance policies shall be applied as follows:

- A. if an Event of Default shall have occurred and is continuing, the entire net proceeds of any insurance claim received by the applicable Agent shall, at the option of the Majority Lenders, be applied towards repayment of the Credit Facilities whether then due or not without any prepaid penalty; or
- B. if no Event of Default shall have occurred and be continuing and so long as (1) the insurance proceeds are sufficient to fully restore the Collateral, and (2) the Borrower is able, whether from proceeds of business interruption insurance or otherwise, to continue to make the principal and interest payments owing hereunder when due and payable, then the net proceeds of any claim of less than [REDACTED] shall be released to the Borrower to be used solely for

repairing and restoring the Collateral which is subject to the claim (or claims), and the net proceeds of any claim of \$ [REDACTED] or more shall be held by the applicable Agent for the benefit of the Borrower and shall be advanced from time to time, but not more often than weekly, against such requisition or other evidence of restoration or repair of the Collateral which is subject to the claim (or claims), including architects' or engineers' certificates and copies of invoices for work and materials used in connection therewith, as the applicable Agent may, in its sole discretion, reasonably require. In no event, however, shall any advance of any such proceeds be made which will result in the funds remaining with the Agent or payable to the Lenders under the policies being less than the cost of completion or restoration of the Collateral as estimated by an architect or engineer satisfactory to such Agent. If, upon completion of restoration of the Collateral there remains funds with the Agent, the Agent shall release the remaining funds to the Borrower. Neither any Agent nor any Lender shall be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. The foregoing provisions shall apply *mutatis mutandis* to any proceeds of expropriation or condemnation of the Collateral or any part thereof.

- (iii) Proceeds of liability insurance shall be paid to the person to whom the affected Exchange Party is liable and the proceeds of business interruption insurance shall be paid to the affected Exchange Party; provided that such proceeds are used to carry on the Business or otherwise in accordance with this Section 8.1(k).

(l) Protect Liens. At all times take all action and supply the Canadian Agent and the U.S. Agent with all information necessary to create, maintain, perfect, protect and preserve the Liens provided for under the Security Documents and confer upon the Agents and the Lenders the security interests intended to be created thereby.

(m) Payments. Pay and cause its Subsidiaries to pay all amounts of principal, interest, fees, costs and expenses on the dates, at the times and at the places specified in this Agreement or under any other Loan Document.

(n) Use of Proceeds. Apply the proceeds of the Credit Facilities only in accordance with Section 2.4.

(o) Intercompany Debt. Cause and cause all other Exchange Parties to cause all Intercompany Debt to be pledged to the applicable Agent for the benefit of the applicable Lenders pursuant to a Loan Document.

(p) Reporting Issuer Status. In the case of EIC only (i) maintain its status as a reporting issuer in good standing, and (ii) maintain the listing of the EIC Shares on the TSX Venture Exchange or Toronto Stock Exchange.

(q) Mortgages. Cause the Exchange Parties to execute and deliver to the applicable Agent, mortgages, deeds of trust or agreements securing the Obligations, under which a Lien is granted on the Real Estate and Leasehold Real Estate and any related fixtures as indicated on Schedules I and J, together with, in the case of Real Estate located in the United States, customary mortgagee's title insurance policies in amounts, in form and substance (including, without limitation, a revolving credit endorsement) and issued by reputable and creditworthy insurers and such policies shall be accompanied by evidence of the payment in full of all premiums thereon.

(r) Intentionally Deleted.

(s) Payment of Preferred Claims. Pay, and cause its Subsidiaries to pay, all amounts related to Taxes, wages, vacation pay, severance pay, termination pay, workers' compensation obligations, government royalties or pension fund obligations and any other amount which may result in a Lien under applicable Law, other than a Permitted Lien whether or not entitled to priority over the Security Documents.

(t) Construction Liens. Comply, and cause its Subsidiaries to comply, with the provisions of *The Builders' Liens Act* (Manitoba) and corresponding legislation of other jurisdictions and pay, and cause its Subsidiaries to pay, from time to time when the same shall be due, all claims and demands of contractors, subcontractors, labourers, suppliers of materials, builders, workmen and others, which if unpaid, might result in, or permit the creation of, a privilege of Lien on the Property of the Exchange Parties or any part thereof or on the revenues, income and profits arising therefrom; if a material construction lien or other similar Lien is registered against title to the Collateral, promptly pay and discharge or cause its Subsidiaries to do the same; if the applicable Exchange Party bona fide disputes the validity or correctness of a registered Lien it may contest such Lien in any manner properly contemplated by applicable Law; provided it promptly discharges or vacates, or causes to be discharged or vacated, the Lien from the title to the Collateral by posting of a payment bond in such amount, or by payment in court of such amount, as are necessary to obtain such removal or otherwise posting such security as may be acceptable to the applicable Agent, upon direction from the Lenders.

(u) Material Agreements. Comply, and cause its Subsidiaries to comply, in all material respects, with the provisions of all Material Agreements and Future Material Agreements (as defined below). In respect of each Material Agreement executed after the date hereof (each a "Future Material Agreement"), provide to the applicable Agent a certified copy of each Future Material Agreement, certified by an officer of each Exchange Party that is a party thereto.

(v) Notice of Defaults. Cause the Exchange Parties immediately to notify the Agents and the Lenders: (i) of any Event of Default or pending Event of Default, or of any material default (either by an Exchange Party or by any other party) under any Material Agreement or

Material Governmental License, or of any event which, with or without the giving of notice, lapse of time or any other condition subsequent, would be a material default under or would otherwise allow the termination of any Material Agreement or Material Governmental License and shall from time to time provide the Lenders with all information reasonably requested by any of the Lenders concerning the status thereof; (ii) on becoming aware of the occurrence of any litigation, dispute, arbitration, proceeding, labour or industrial dispute or other circumstance affecting it, the result of which if determined adversely would have a Material Adverse Effect on the ability of any Exchange Party to perform its obligations under this Agreement, or the Ancillary Documents to which it is or will be a party, and from time to time to provide the Lenders with all reasonable information requested by any of the Lenders concerning the status thereof.

(w) Acquisitions. Prior to making any Permitted Acquisition, will ensure and provide written documentation to the Agents which confirms that it will be in compliance with all terms, conditions and covenants hereunder on completion of the proposed Permitted Acquisition.

(x) Continue Business. Continue to carry on the Business.

(y) Further Assurances. At its cost and expense, upon request of an Agent, duly execute and deliver or cause to be duly executed and delivered to the Agent, or any of the Lenders, such further instruments and other documents and do and cause to be done such further acts as may be necessary or desirable in the opinion of the Agent acting reasonably, to carry out more effectively the provisions and purposes of the Loan Documents.

(z) Replacement of Assets. Use the proceeds of any sale of assets made outside the ordinary course of business not prohibited by this Agreement for general operating purposes with a view to replacing the asset(s) disposed of.

(aa) Minimum Value of Exchange Parties. The aggregate balance sheet value of the Collateral will always be at least % of the Consolidated Net Tangible Assets of the Borrowers and the aggregate Consolidated EBITDA of the Exchange Parties will always be at least % of the Borrowers' Consolidated EBITDA.

8.2 Negative Covenants.

So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement and unless the Agent, upon direction from the Majority Lenders or Lenders, as the case may be, shall otherwise consent, each of the Borrowers agrees not to:

(a) Business Activity. Engage, or permit any of its Subsidiaries to engage, in any business activity except in the case of the Borrower and the Subsidiaries of the Borrower, the Business.

(b) Liens. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on any of its Property other than Permitted Liens.

(c) Disposal of Property. Dispose of, or permit any Subsidiary to Dispose of, any of its Property, other than Inventory and airplane parts in the ordinary course of business and, in the case of Regional One or EIC Aircraft only, other than airplanes and engines in the ordinary course of business: (i) if there is a Default or an Event of Default has occurred and is continuing; or (ii) if the aggregate value of the Disposed Property, based upon the higher of book value and fair market value, exceeds [REDACTED] net of reasonable transaction costs in any single Financial Year.

(d) Sale and Leaseback. Enter into, or permit any Subsidiary to enter into, directly or indirectly, any Sale-Leaseback Transaction.

(e) Debt. Create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, directly, contingently or otherwise, any Debt or Lease Obligation, other than: (i) Debt to the Lenders hereunder or pursuant to Hedging Transactions with the Lenders or any one of them; (ii) Intercompany Debt, if any, so long as it is subject to the terms of the Subordination Agreement and pledged in accordance with Section 8.1(o); (iii) unsecured current liabilities (which for greater certainty are not the result of borrowing) incurred and payable in the ordinary course of the Business and not represented by any note, bond or debenture, including any management or transfer fees or other administrative charges charged between the Exchange Parties in the ordinary course of the Business (subject to Section 8.2(i)) (the "Intercompany Charges"); (iv) Guarantees included in the Security Documents or otherwise permitted hereunder; (v) in the case of the Canadian Borrower, any other Debt incurred after the date hereof and subordinated to the Obligations, on terms acceptable to the applicable Agent and its counsel; and (vi) Permitted Debt; and without limiting the foregoing, no Exchange Party shall enter into Hedging Transactions for speculative purposes nor in amounts in excess of the Rate Hedging Limit, the FX Hedging Limit, the Commodity Hedging Limit or the Cross Currency Hedging Limit, as applicable.

(f) Mergers. Enter into, or permit any Subsidiary to enter into, any transaction (whether by way of Disposition, reorganization, consolidation, amalgamation, merger, transfer, sale, lease or otherwise) whereby all or substantially all of its Property would become the property of any other Person or any Person resulting or continuing from such transaction if such transaction would result in an Event of Default.

(g) Guarantees and Indemnities. Guarantee or indemnify or give financial assistance in respect of, or permit any Subsidiary to guarantee or indemnify or give financial assistance or incur any Contingent Liability in respect of, any Debt or any other obligations or liabilities of any other Person at any time other than: (i) Debt or indemnities to the Lenders hereunder; (ii) any guarantee or indemnity that is granted by an Exchange Party to any Person for the purpose of guaranteeing or indemnifying the obligations or liabilities of another Exchange Party(ies) to that Person and which is made in the ordinary course of the Business; or (iii) the guarantees listed on Schedule R hereto.

(h) Investments. Make or commit to make, or permit any Subsidiary to make or commit to make, any direct or indirect Investment, except: (i) Investments having a Permitted Rating; (ii) financial Investments which do not have a Permitted Rating or non-financial Investments which do not involve the acquisition of a business or operating assets, provided that there is no breach of the fifteen percent (15%) maximum described in Section 8.2(u); (iii) Permitted Acquisitions; (iv) an Investment which has been approved by the Agent, upon direction from the Lenders, acting reasonably; or (v) Intercompany Debt and other Debt permitted by Section 8.2(e) or 8.2(g).

(i) Transactions with Insiders. Directly or indirectly purchase, acquire or lease any Property from, or sell, transfer or lease any Property to, or enter into any other arrangements or transactions with, or permit any of its Subsidiaries to purchase, acquire or lease any Property from, or sell, transfer or lease any Property to, or enter into any other arrangements or transactions with any shareholder, director, officer, agent or employee of any Exchange Party, any relative thereof, or any affiliate of any one or more of such Persons, except: (i) for any purchase, sale, acquisition, transfer, lease, arrangement or transaction at prices and on terms not less favourable to the Exchange Party, as the case may be, than those which would have been obtained in an arm's-length transaction with a non-affiliated third party; (ii) the issue and exercise of options granted under the ESPP; (iii) employment agreements with employees on terms not less favourable to the Exchange Party, as the case may be, than those which would have been obtained in an arm's length transaction with a non-affiliated third party; (iv) the participation of directors, officers and key senior management of any Exchange Party in a long-term incentive plan to be implemented to provide eligible participants with compensation opportunities that will encourage ownership of EIC Shares, enhance the Exchange Parties' ability to attract, maintain and motivate key personnel, and reward Trustees, directors, officers, and key senior management for significant performance and associated per EIC Share cash flow growth of the Canadian Borrower.

(j) Corporate Distributions. (i) Make or commit to make, or permit any payment of any principal on or redemption or repurchase of the Canadian Borrower's convertible debentures except, if otherwise not prohibited by this Agreement, pursuant to any normal course issuer bid if the normal course issuer bid is conducted according to the requirements for such bid under applicable securities laws and Toronto Stock Exchange rules, provided the aggregate principal amount of any series of convertible debentures redeemed or repurchased in any twelve (12) month period does not exceed the greater of: (A) 5% of the issued and outstanding convertible debentures of such series; and (B) 10% of the public float (as defined under the Toronto Stock Exchange rules) of such series, in each case as at the beginning of such twelve (12) month period; nor (ii) make or commit to make any redemption or repurchase of any EIC Shares except, if otherwise not prohibited by this Agreement, pursuant to any normal course issuer bid if the normal course issuer bid is conducted according to the requirements for such bid under applicable securities laws and Toronto Stock Exchange rules; nor (iii) make or commit to make any payment of any interest on the Canadian Borrower's convertible debentures if any Event of Default has occurred or would occur as a result of such payment or the accelerated payment of interest; nor (iv) make or commit to make any Corporate Distributions after the occurrence of a Default or Event of Default; nor (v) make or commit to make any Corporate Distributions if, after the making of such Corporate Distributions, the Exchange Parties will not be able to meet their obligations under the Loan Documents, including payment obligations and compliance with

the financial covenants in Section 8.3 or if the making of such Corporate Distributions were to cause a Default or Event of Default. Notwithstanding the foregoing, where the Leverage Ratio is greater than 2.50x (after the making of such Corporate Distributions), the maximum aggregate amount of Corporate Distributions (excluding payments on account of Intercompany Debt) that may be made by the Exchange Parties during any twelve (12) month period shall not exceed 100% of Distributable Cash for such twelve (12) month period. For certainty, and except as otherwise permitted above, the Canadian Borrower shall not redeem any outstanding Debt of the Canadian Borrower including, without limitation, convertible debentures issued by the Canadian Borrower, without the consent of the Lenders. Notwithstanding anything to the contrary contained herein, the Canadian Borrower may without the consent of the Lenders convert all or any of the convertible debentures issued by the Canadian Borrower into EIC Shares.

(k) Financial Year and Auditors. Change or permit any of its Subsidiaries to change its Financial Year end or the Auditors without prior written notice to of the applicable Agent.

(l) Change in Incorporation or Business or Authorized and Issued Capital. (i) Make, or permit any of its Subsidiaries to make, (A) any Material Change in the Business; (B) any change in the constating documents or by-laws delivered to an Agent which would amend the authorized shares, units or other equity securities of the Exchange Parties; or (C) any change in the provisions of the Exchange Parties authorized shares, units or other equity securities; or (D) any change which would otherwise be detrimental to the rights or interests of an Agent or any of the Lenders under any of the Loan Documents; nor (ii) issue or permit any Subsidiary to issue any Capital Stock that would cause a Default or Event of Default to occur.

(m) Change in Location of Inventory or Records. Maintain, or permit any Subsidiary to maintain, Inventory or any records relating to the Accounts at any location other than the locations currently owned or leased by an Exchange Party, without giving notice to the applicable Agent of any change of location.

(n) Transfer of Collateral. Move or otherwise transfer, or permit any Subsidiary to move or otherwise transfer, any Collateral to any location other than the locations listed in Schedule E, as amended from time to time.

(o) Material Agreements. Amend, supplement, terminate or waive, or enter into any forbearance from exercising any rights with respect to, any of the terms of any Material Agreement or permit any Subsidiary to take any such action, except with the prior approval of the applicable Agent, upon direction from the Majority Lenders, except in the ordinary course of business so long as a copy of such amendment, supplement, termination or waiver is delivered to the applicable Agent.

(p) Change of Control. Permit any Change of Control.

(q) Change in Corporate Structure. Permit any material changes to the corporate structure of the Exchange Parties' corporate group as of the date hereof, except for the formation of Restricted Subsidiaries.

(r) Canadian Borrower. In the case of the Canadian Borrower only, issue Capital Stock or any other securities except in relation to a Permitted Acquisition, provided that the Canadian Borrower may, without such approval, issue EIC Shares; provided such EIC Shares are issued for cash consideration and all of the net proceeds of such issuance constitute Net Equity Proceeds from public offerings or private placements and are used to repay the Credit Facilities, as required by Section 2.6 and provided further that the Canadian Borrower may, without such approval, issue EIC Shares pursuant to the ESPP and the Third Amended and Restated Deferred Share Plan dated May 14, 2013.

(s) Intentionally Deleted.

(t) Construction Projects. Except for Permitted Construction Projects, begin, continue or complete, or permit the beginning, continuation or completion of any Construction Projects without security being delivered to the applicable Agent on behalf of the Lenders in respect of such Construction Project, including the assignment to the applicable Agent on behalf of the Lenders of the applicable Exchange Party's rights under the principal project agreement and any related project document and the posting of any performance bonds or guarantees deemed necessary by the Agent and the applicable Lenders, in their sole discretion.

(u) Limitation on Certain Expenses. In any trailing twelve (12) month period, undertake or permit any Subsidiary to undertake, any: (i) Permitted Acquisition; (ii) financial Investment which does not have a Permitted Rating; or (iii) non-financial Investment which does not involve the acquisition of a business or operating assets, where the aggregate cost of such acquisitions and Investments is greater in the aggregate than fifteen percent (15%) of the Canadian Borrower's most recently reported quarter ending Consolidated Net Tangible Assets, without obtaining the prior written approval of the Lenders, which consent shall not be unreasonably withheld.

(v) Hedging. Enter into any hedging activities with anyone other than one of the Lenders.

(w) Sanctions. Directly or indirectly, use any Accommodation or the proceeds of any Accommodation, or lend, contribute or otherwise make available such Accommodation or the proceeds of any Accommodation to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent, BA Lender, Issuing Lender, or otherwise) of Sanctions.

(x) Enforcing Intercompany Security. Enforce or take any action to enforce any security granted to an Exchange Party for any Intercompany Debt.

(y) Deposit Accounts. Maintain in excess of U.S. [REDACTED] in the aggregate at any time in bank accounts established with non-Lender financial institutions and for which no deposit account control agreement in favour of the Agent is in place.

(z) R1 Lease Services Limited. Permit R1 Lease Services Limited to own, legally or beneficially, any Property other than such office equipment and related assets as are necessary for R1 Lease Services Limited to provide services to EIC Aircraft Leasing Limited and the aircraft portfolios of third parties.

8.3 Financial Covenants.

So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement, and unless the Agents, upon direction from the Lenders shall otherwise consent, the Borrowers agree that they shall not:

- (a) Permit, at any time, the Total Debt Service Coverage Ratio to be less than 1.10:1.
- (b) Permit, at any time, the Leverage Ratio to exceed the Leverage Ratio Maximum; provided, however, that in order to facilitate a Material Acquisition, the Leverage Ratio Maximum may be increased, for the Financial Quarter in which the Material Acquisition occurs, from 3.00x to 3.25x, subject to reinstatement of the Leverage Ratio Maximum (of 3.00x) within two Financial Quarters of the Financial Quarter in which the Material Acquisition occurs, provided that: (i) the Leverage Ratio would not have exceeded the Leverage Ratio Maximum (of 3.00x) had the Material Acquisition not occurred; and (ii) once the foregoing increase of Leverage Ratio Maximum has been invoked, it is only available again for a subsequent Material Acquisition if the Leverage Ratio is below the Leverage Ratio Maximum (of 3.00x) for the two Financial Quarters immediately prior to the Financial Quarter in which such subsequent Material Acquisition occurs. From and after the date of any Material Acquisition (excluding any Bulk Aircraft Purchase) and subject to the approval of the Lenders set out below, the Consolidated EBITDA of the Canadian Borrower (for the purposes of this financial covenant only) shall: (i) include the most recent actual Consolidated EBITDA attributable to such acquisition, including such pre-acquisition Consolidated EBITDA occurring prior to the date of such acquisition (the "Pre-Acquisition EBITDA") as is necessary to permit the Canadian Borrower to include one full year of Consolidated EBITDA attributable to such acquisition in its calculation of the Leverage Ratio; (ii) if such acquisition is a purchase of an asset which replaces a leased asset, include the aggregate of the payments expensed on the lease of such leased asset in the twelve (12) months immediately preceding the month in which the purchased asset, which replaces the leased asset, is acquired; and (iii) exclude the most recent actual Consolidated EBITDA attributable to any divestitures occurring prior to the date of such acquisition ("Excluded EBITDA") as is necessary to exclude one full year of Consolidated EBITDA attributable to such divestitures. To the extent that any Pre-Acquisition EBITDA is included in or Excluded EBITDA is excluded from a calculation of the Leverage Ratio, the Canadian Borrower shall deliver the externally prepared statements prepared in accordance with IFRS (if applicable) evidencing such Pre-Acquisition EBITDA and/or Excluded EBITDA, as the case may be, to the Canadian Agent along with the applicable Compliance Certificate. Use of any Pre-Acquisition EBITDA and the quantum of Excluded EBITDA to calculate the Leverage Ratio is subject to the approval of the Lenders and any adjustments to actual Pre-Acquisition EBITDA or Excluded EBITDA shall require consent of the Lenders.

For the purposes of the calculations above, all cash balances of any of the Exchange Parties held by The Toronto-Dominion Bank or Canadian Imperial Bank of Commerce (in its capacity as an Issuing Lender only) shall be taken into account.

All financial covenants are to be tested based on the consolidated financial statements of the Canadian Borrower for the relevant period, notwithstanding that the definitions of the terms "Consolidated Current Assets", "Consolidated Current Liabilities", "Consolidated Depreciation and Amortization Expense", "Consolidated Earnings", "Consolidated EBITDA", "Consolidated EBITDAR", "Consolidated Income Tax Expense", "Consolidated Interest Charges", "Consolidated Long Term Debt", "Consolidated Net Income", "Consolidated Net Short Term Debt", "Consolidated Rent", "Consolidated Short Term Debt", "Current Rate" and certain defined terms used in such definitions are stated to be calculated in respect of any Person and its Consolidated Subsidiaries, on a consolidated basis.

ARTICLE IX SECURITY

9.1 Security.

(a) The Borrowers and the Guarantors have executed and delivered and shall execute and deliver, and have caused and shall cause their Subsidiaries to execute and deliver, the Security Documents in form and substance satisfactory to the applicable Agent, acting reasonably, as and when required hereunder or under the Ancillary Agreements, as continuing collateral security for the due, prompt and complete payment, performance and satisfaction by the Borrowers and the Guarantors of all of their indebtedness, liabilities and obligations of every nature whatsoever (whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time due or accruing due, wheresoever and howsoever incurred, including any ultimate unpaid balance thereof, in any currency, and whether incurred prior to, at the time of or subsequent to the execution of this Agreement) to: (i) the Agents and the Lenders, in connection with this Agreement and the Loan Documents; (ii) each of the Lenders in connection with any Hedging Transactions (subject to the limitations described in (b) below), (iii) any other Debt, the proceeds of which are used to repay and permanently reduce the Commitments, as the Borrowers and the Agents, upon direction from the Majority Lenders, may from time to time agree in writing; and (iv) such other indebtedness, liabilities and obligations as the Borrowers and the Agents, upon direction from all of the Lenders, may from time to time agree in writing (collectively the "Obligations").

(b) Unless otherwise agreed by the Agents upon direction from the Majority Lenders, the aggregate notional amount of Interest Rate Hedging Transactions, Currency Hedging Transactions, Commodity Hedging Transactions, and the Cross Currency Hedging Transactions (excluding options in favour of the Borrowers and Guarantors which create no liability to them) which will be Obligations and will be secured by the Security Documents on a *pari passu* basis with all other Obligations shall not exceed Cdn\$ [] million or the U.S. Dollar equivalent (the "Rate Hedging Limit"), U.S.\$ [] million (the "FX Hedging Limit"), U.S.\$ [] million (the "Commodity Hedging Limit"), and Cdn\$ [] million or the U.S. Dollar equivalent (the "Cross Currency Hedging Limit") respectively. If an Interest Rate Hedging Transaction does not exceed the Rate Hedging Limit on the date it is entered into, it cannot be considered to exceed the Rate

Hedging Limit for the purposes of determining under this Section 9.1(b) whether the Rate Hedging Limit has been exceeded and any amount by which the Rate Hedging Limit has been exceeded will be secured by the Security Documents on a *pari passu* basis with all other Obligations at any later date due to currency fluctuations. In the case of Currency Hedging Transactions with a notional amount denominated in a currency other than U.S. Dollars, the notional amount shall be converted to U.S. Dollars on the date the Currency Hedging Transaction is entered into for purposes of determining whether the FX Hedging Limit is exceeded and the Currency Hedging Transaction shall be deemed for purposes of applying the FX Hedging Limit at any time to have a notional amount equal to the Equivalent U.S. Dollar Amount determined on the date the Currency Hedging Transaction was entered into. If a Currency Hedging Transaction does not exceed the FX Hedging Limit on the date it is entered into, it cannot at any later date due to currency fluctuations be considered to exceed the FX Hedging Limit for the purposes of determining under this Section 9.1(b) whether the FX Hedging Limit has been exceeded and any amount by which the FX Hedging Limit has been exceeded as a result of currency fluctuations will be secured by the Security Documents on a *pari passu* basis with all other Obligations. If the Commodity Hedging Transaction does not exceed the Commodity Hedging Limit on the date it is entered into, it cannot be considered to exceed the Commodity Hedging Limit for the purposes of determining under this Section 9.1(b) whether the Commodity Hedging Limit has been exceeded and any amount by which the Commodity Hedging Limit has been exceeded as a result of currency fluctuations will be secured by the Security Documents on a *pari passu* basis with all other Obligations. In the case of Cross Currency Hedging Transactions with a notional amount denominated in a currency other than U.S. Dollars, the notional amount shall be converted to U.S. Dollars on the date the Cross Currency Hedging Transaction is entered into for purposes of determining whether the Cross Currency Hedging Limit is exceeded and the Cross Currency Hedging Transaction shall be deemed for purposes of applying the Cross Currency Hedging Limit at any time to have a notional amount equal to the Equivalent U.S. Dollar Amount determined on the date the Cross Currency Hedging Transaction was entered into. If the Cross Currency Hedging Transaction does not exceed the Cross Currency Hedging Limit on the date it is entered into, it cannot at any later date due to currency fluctuations be considered to exceed the Cross Currency Hedging Limit for the purposes of determining under this Section 9.1(b) whether the Cross Currency Hedging Limit has been exceeded and any amount by which the Cross Currency Hedging Limit has been exceeded as a result of currency fluctuations will be secured by the Security Documents on a *pari passu* basis with all other Obligations. Obligations pursuant to Hedging Transactions in excess of the Rate Hedging Limit, FX Hedging Limit, the Commodity Hedging Limit, or the Cross Currency Hedging Limit, as applicable, shall be secured by the Security Documents, but shall be subordinate to all other Obligations. Each Lender shall satisfy itself at the time of entering into a Hedging Transaction that such transaction is not in excess of the Rate Hedging Limit or the FX Hedging Limit or the Commodity Hedging Limit or the Cross Currency Hedging Limit, as applicable.

(c) For the purposes of holding any security granted by any of the Exchange Parties pursuant to the laws of the Province of Quebec, the Agent shall be the holder of an irrevocable power of attorney authorizing the Agent to act on behalf of all present and future Lenders. By executing an Assignment Agreement, any future Lender shall be deemed to ratify the power of attorney granted to the Agent hereunder. The Lenders and the Exchange Parties agree that notwithstanding Section 32 of the Act respecting the Special Powers of Legal Persons (Quebec),

the Agent may, as the person holding the power of attorney of the Lenders, acquire any debenture or other title of indebtedness secured by any hypothec granted by any of the Exchange Parties to the Agent pursuant to the laws of the Province of Quebec.

(d) If any Lender determines, acting reasonably, that any applicable Law has made it unlawful, or that any Governmental Entity has asserted that it is unlawful, for such Lender to hold or benefit from a Lien over Real Property pursuant to any law of the United States or any State thereof, such Lender may notify the Agents and disclaim any benefit of such security interest to the extent of such illegality; provided, that such determination or disclaimer shall not invalidate or render unenforceable such Lien for the benefit of any other Lender.

9.2 Discharge of Security.

Provided that no Default or Event of Default has occurred which is continuing, the applicable Agent, and the applicable Lenders, if necessary, shall from time to time execute and deliver, at the expense of the applicable Borrower, releases and discharges from the security under the Security Documents of any Property, both real and personal, which the applicable Borrower or any of the Guarantors is permitted to Dispose of under the terms of this Agreement or to which Disposition the applicable Lenders have given their unanimous prior written consent.

9.3 Registrations.

(a) The applicable Agent, in its sole discretion, may register, file or record the Liens constituted by the Security Documents in all jurisdictions where such registration, filing, or recording is necessary or of advantage to the creation, perfection, preservation or protection of such Liens.

(b) The applicable Agent may renew such registrations, filings and recordings from time to time as and when required or of advantage, in the sole discretion of the Majority Lenders, to keep them in full force and effect. The Borrowers and the Guarantors acknowledge that the forms of the Security Documents have been prepared based upon the laws of the jurisdictions indicated therein as being applicable thereto in effect at the date hereof and that such Laws may change. The Borrowers and the Guarantors agree that, following prior notice to and consultation with the Borrowers, the Agent, upon direction from the Majority Lenders, shall have the right to require that the forms of the Security Documents be amended, restated or supplemented, at the expense of the Borrowers, to reflect any changes in such Laws, whether arising as a result of statutory amendments, court decisions or other similar changes, in order to confer upon the Agents and the Lenders the Liens intended to be created thereby, in the sole discretion of the Majority Lenders.

**ARTICLE X
EVENTS OF DEFAULT**

10.1 Events of Default.

If any of the following events, conditions or circumstances (each an "Event of Default") shall occur and be continuing:

(a) a Borrower or a Guarantor shall fail to pay any portion of the principal or interest or any fees or other amounts due hereunder or under any of the other Loan Documents on the date when due hereunder and thereunder;

(b) any representation or warranty or certification made in writing or deemed to be made by any Exchange Parties (or any director or officer thereof) pursuant to or in connection with any of the Loan Documents delivered to an Agent or any one or more of the Lenders shall prove to have been incorrect in any material respect when made or deemed to be made;

(c) a Borrower shall fail to comply with, perform or observe the financial covenants contained in Section 8.3;

(d) any of the Exchange Parties shall fail to perform or observe any other term, covenant or agreement contained in any of the Loan Documents on its part to be performed or observed (other than those referred to in Subsections (a), (b) and (c) of this Section 10.1 and such failure shall remain unremedied for ten (10) Business Days (a "Cure Period") after the earlier of: (i) an officer of such Exchange Party obtaining actual knowledge of such default and (ii) the receipt by any Exchange Party of written notice of such default from the Agent; provided however, that there shall be no Cure Period for the failure to observe the covenants contained in Section 8.2 hereunder (excluding non-material breaches of 8.2(a), 8.2(l), 8.2(m) and 8.2(n)) including, without limitation, failure to give notice of Corporate Distributions or the making of improper Corporate Distributions hereunder and any such failure shall immediately become an Event of Default;

(e) any of the Loan Documents, at any time, is not or ceases to be valid or enforceable in whole or in part, or if any Lien intended to be created by any of the Security Documents is not or ceases to be a valid and perfected Lien having the ranking or priority contemplated thereby, or if the validity or enforceability of any of the Loan Documents or the validity or perfection of any such Lien shall be contested by any party thereto or any other Person (unless such contestation by such other Person is being opposed diligently, in good faith and by proper legal proceedings by the relevant Exchange Parties and the Agent is provided with an opinion, reasonably satisfactory to the Agent, upon direction from the Majority Lenders, of counsel to the relevant Exchange Parties confirming the validity and enforceability of such Loan Document and/or the validity and perfection of the contested Lien, as the case may be), or if any Person (other than the Lenders) obtains any interest in the Collateral or any part thereof (except for Permitted Liens);

(f) with respect to Debt of the Exchange Parties under any one or more agreements other than the Debt under the Loan Documents, (i) the Exchange Parties shall fail to pay any principal, interest or other amount pursuant to the agreements governing such other Debt in an aggregate amount in excess of [REDACTED] (or the equivalent amount in another currency) when such amount becomes due and payable (whether by scheduled maturity, required repayment, acceleration, demand or otherwise) and such failure shall continue after any applicable grace period specified in such agreement or agreements; or (ii) any other event, condition or circumstance shall occur and shall continue after any applicable grace period specified in such agreement or agreements, if the effect of such event, condition or circumstance is to accelerate the maturity of such other Debt in an aggregate amount in excess of \$ [REDACTED] (or the equivalent amount in another currency); or (iii) other Debt of the Exchange Parties in an aggregate amount in excess of \$ [REDACTED] (or the equivalent amount in another currency) shall be declared to be due and payable prior to the stated maturity thereof under any such agreement or agreements;

(g) the occurrence of any default, or any event or condition which, with the giving of notice or passage of time, or both: (i) would constitute a default by any Exchange Party under any Material Agreement; or (ii) would constitute a default by any Exchange Party under any one or more agreements to which any Exchange Party is a party and which has resulted in the acceleration of amounts owing by any Exchange Party under any such agreement or agreements in excess of \$ [REDACTED] (or the equivalent amount in another currency) in the aggregate;

(h) any Exchange Party shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors; (iii) file a notice of intention to file a proposal under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors; (iv) institute or have instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (z) the entry of an order for relief or the appointment of a Receiver, interim receiver, Receiver and manager, assignee, liquidator, sequestrator, trustee or other similar official for it or for any substantial part of its Property, and in the case of any such proceeding instituted against it (but not instituted by it), it shall not be dismissed or stayed within 60 days of its commencement or issuance or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a Receiver, trustee, custodian or other similar official for it or for any substantial part of its Property) shall occur; or (v) take any corporate action to authorize any of the foregoing actions;

(i) a notice is sent to or received by any Exchange Party from any creditor with respect to the intention of such creditor to enforce a Lien on: (i) any of the Collateral; or (ii) any Property of any Exchange Party (other than the Collateral) unless such notice is being contested in good faith by appropriate legal proceedings and such notice has not resulted in, or does not involve, any immediate danger of the sale, forfeiture or loss of any of the Property of any Exchange Party that are the subject of such notice;

(j) any one or more final judgments or judgment or orders for the payment of money in excess of [REDACTED] (or the equivalent amount in another currency) in the aggregate, or any one or more orders, directives, letters of credit or other communications from any Governmental Entity which may be reasonably likely to require the Exchange Parties to expend an amount in excess of [REDACTED] (or the equivalent amount in another currency) in the aggregate shall be rendered against the Exchange Parties, and either: (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment(s) or order(s); or (ii) there shall be any period of ten (10) consecutive Business Days during which a stay of enforcement of any such judgment or order, directive, letter or other communication by reason of a pending appeal or otherwise, shall not be in effect;

(k) the audited financial statements of the Canadian Borrower in respect of any Financial Year are qualified in any material adverse respect by the Auditors;

(l) the occurrence of a Change of Control;

(m) the loss, suspension or failure to renew any Material Governmental License or any other license or permit held by an Exchange Party or any agreement to which any Exchange Party is a party the effect of which would prohibit or otherwise restrict any Exchange Party from conducting all or a material part of the Business;

(n) any Exchange Party is enjoined or restrained in any material way by an order of any Governmental Entity, arbitrator or board in Canada or elsewhere from conducting all or a material part of the Business;

(o) the occurrence of a Material Adverse Effect;

(p) any Guarantor shall attempt to rescind or revoke any Loan Document to which it is party, with respect to future transaction or otherwise;

(q) (1) any Plan subject to Title IV of ERISA shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof (without regard to whether a waiver of such standards or extension of any amortization period is sought or granted under Section 412 of the Code), any of which failure individually or in the aggregate exceeds [REDACTED], (2) a notice of intent to terminate any Plan subject to Title IV of ERISA shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any such Plan or the PBGC shall have notified any of the Borrowers or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (3) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA as if such Plan then terminated, shall exceed Cdn\$100,000, (4) any of the Borrowers or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability or obligation pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to any Plan, (5) either Stainless or any ERISA Affiliate withdraws from any Multiemployer Plan, (6) either Stainless or any ERISA Affiliate establishes

or amends any Welfare Plan that provides post employment welfare benefits in a manner that would increase the liability of Stainless or any ERISA Affiliate thereunder or (7) the institution of any steps to terminate a Plan if as a result of such termination, any Borrower is or could be required to incur a liability or obligation to such Plan; and any such event or events described in clauses (2) through (7) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(r) any of the Borrowers or Guarantors shall fail to perform or observe any term, covenant or agreement contained in the Subordination Agreement on its part to be performed or observed,

then, and in any such event, the applicable Agent shall by written notice to the Borrowers: (i) if so instructed by the Majority Lenders at any time, terminate the obligation of the Lenders or any one or more of them to make Accommodations under the Credit Facilities; and/or (ii) if so instructed by the Majority Lenders at any time, demand repayment of all indebtedness of any one or more of the Borrowers to any of the Lenders under the Credit Facilities, whereupon the principal amount of all outstanding Advances, all amounts owing under each Bankers' Acceptance then outstanding, all interest accrued thereunder, and, in the case of a LIBOR Advance or a Bankers' Acceptance, all losses, costs and expenses in respect of such LIBOR Advance or Bankers' Acceptance for which the Borrower is responsible pursuant to Section 11.10, and all fees and other amounts payable thereunder shall become forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrowers; and/or (iii) if so instructed by the Majority Lenders at any time, enforce the Liens constituted by the Security Documents and any other security now or hereafter held by the Lenders; provided, however, that upon any Event of Default specified in Section 10.1(h), the obligation of the Lenders or any one or more of them to make Accommodations hereunder shall automatically terminate and the principal amount of all outstanding Accommodations and all interest accrued hereunder, and all fees and other amounts payable under this Agreement shall automatically become forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrowers and the Guarantors.

10.2 Expense of Agents and Lenders.

Upon the occurrence of any Default or Event of Default which has not been waived and is continuing, the Agent may take any action the Agent considers advisable, acting reasonably, to remedy the effect of such Default or Event of Default. All reasonable expenses, costs and charges incurred by or on behalf of the Agent in connection with: (i) any remedial action taken pursuant to this Section; (ii) any obligation of the Exchange Parties to any one or more of the Lenders hereunder or under any Ancillary Agreement; or (iii) the realization of the Collateral, including all reasonable fees, court costs, Receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Collateral, in all cases shall be added to and form a part of the Obligations.

10.3 Right to Combine and Set Off.

Upon the occurrence and during the continuance of any Default or Event of Default, the applicable Agent or any one or more of the Lenders is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to combine, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Agent or Lender to or for the credit or the account of a Borrower and/or a Guarantor with or against any and all of the obligations of the Borrower and/or the Guarantor now or hereafter existing under any of the Loan Documents, irrespective of whether or not the Agent or the Lenders shall have made any demand under any of the Loan Documents and although such obligations may be unmatured. Such Agent or such Lender agrees promptly to notify such Borrower and/or such Guarantors after any such combination or set off and application made by such Agent or such Lender; provided that the failure to give such notice shall not affect the validity of such combination or set off and application. The rights of such Agent and such Lenders under this Section are in addition to other rights and remedies (including other rights of combination and set off) which such Agent and such Lenders may have.

10.4 Remedies Cumulative.

The remedies provided for in this Agreement and each Ancillary Agreement are cumulative and do not exclude any other right or remedy provided by Law.

ARTICLE XI PAYMENTS, COMPUTATIONS AND INDEMNITIES

11.1 Timing of Payments under this Agreement, etc.

(a) Unless otherwise expressly provided in this Agreement, a Borrower shall make any payment required to be made by it to the applicable Agent by depositing the amount of such payment in the Canadian Agent's Account or U.S. Agent's Account, as the case may be, not later than 11:00 a.m. (Toronto time) on the date such payment is due.

(b) Unless otherwise expressly provided in this Agreement, an Agent shall make any Accommodation or other payment to a Borrower hereunder by crediting or causing the crediting of the Canadian Agent's Account or U.S. Agent's Account, as the case may be, with the amount of such Accommodation on the date such Accommodation is to be made. Such Borrower hereby authorizes such Agent if and to the extent a payment owed to such Agent by the Borrower is not made when due hereunder, to charge from time to time against the Borrower's accounts with the Agent any amount so due.

(c) Unless otherwise expressly provided in this Agreement, each Lender shall make any payment required to be made by it to an Agent hereunder by depositing the amount of such payment in the Canadian Agent's Account or U.S. Agent's Account, as the case may be, not later than 1:00 p.m. (Toronto time) on the date such payment is due.

11.2 Payments on Non-Business Days.

Whenever any payment hereunder shall be stated to be due on a day other than a Business Day at the place of payment, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. If any such extension would cause payment of interest on a LIBOR Advance to be made in the next following calendar month, such payment shall be made on the last preceding Business Day.

11.3 Overdue Amounts.

All amounts owed by a Borrower or a Guarantor to an Agent or any of the Lenders which are not paid when due (whether at stated maturity, on demand, by acceleration or otherwise) shall bear interest (both before and after judgment), from the date on which such amount is due until such amount is paid in full, payable on demand, at a rate per annum equal at all times, (i) in the case of amounts payable in Canadian Dollars, to the rate per annum payable in respect of Prime Rate Advances, (ii) in the case of amounts payable in U.S. Dollars, to the rate per annum payable in respect of U.S. Prime Rate Advances or U.S. Base Rate Advances, as applicable.

11.4 Application of Payments, Repayments and Prepayments.

All amounts received by an Agent or any one or more of the Lenders from or on behalf of a Borrower, including a realization of the Security, and not previously applied pursuant to this Agreement shall be applied by the Agent as follows or as the Agent and the Majority Lenders may agree:

(a) first, in reduction of the Borrower's obligation to pay any fees which are due and owing to the Agent and any costs, expenses, reimbursable amounts or Losses which are due and owing to the Agent;

(b) second, in reduction of the Borrower's obligation to pay any unpaid interest accrued on the principal amount of Advances and Swing Line Loans or on any other amount owing hereunder or under Secured Hedging Transactions;

(c) third, in reduction of the Borrower's obligation to pay any fees which are due and owing to the Lenders, and any costs, expenses or Losses which are due and owing to the Lenders;

(d) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of Outstandings and Secured Hedging Transactions, all on a *pari passu* basis;

(e) fifth, in reduction of any other obligation of such Borrower under this Agreement, the Loan Documents and Secured Hedging Transactions, all on a *pari passu* basis;

- (f) sixth, in reduction of any other amounts owing to the Agents or the Lenders; and
- (g) seventh, to the Borrower or such other Persons as may lawfully be entitled to the remainder, or as any court of competent jurisdiction may otherwise direct.

11.5 Computations of Interest and Fees.

(a) All computations of interest shall be made by the applicable Agent according to its daily practice, taking into account the actual number of days occurring in the period for which such interest is payable pursuant to Section 3.3 and, (i) if based on the Prime Rate, on the basis of a year of three hundred sixty-five (365) days; (ii) if based on LIBOR, on the basis of a year of three hundred and sixty (360) days; (iii) if based on the U.S. Base Rate, on the basis of a year of three hundred and sixty-five (365) days; and (iv) if based on the U.S. Prime Rate, on the basis of a year of three hundred and sixty-five (365)/three hundred and sixty-six (366) days.

(b) Except as otherwise provided in this Agreement, all computations of fees shall be made by the Agents on the basis of a year of three hundred and sixty-five (365) days, taking into account the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable.

(c) Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code (Canada), as the same may be amended, replaced or re-enacted from time to time) payable under this Agreement exceed the maximum amount of interest on the "credit advanced" (as defined in that Section) under this Agreement lawfully permitted under that Section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Borrower and the applicable Agent and the Lenders and the amount of such payment or collection shall be refunded to the Borrower. For purposes of this Agreement, the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles over the term that the relevant Credit Facilities are outstanding on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of any dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Agent will be conclusive for the purposes of such determination.

(d) Each determination by an Agent of any amount payable hereunder by the Borrower shall be prima facie evidence of the amount payable for all purposes absent manifest error.

11.6 Costs and Expenses.

The Borrowers shall pay, whether or not the transactions hereby contemplated are consummated, all costs and expenses contemplated by the Loan Documents, including, without limitation, administration fees, if any, agreed to from time to time by the Borrowers, and legal

fees and expenses of the Agents and the Lenders and, following the occurrence of an Event of Default, such separate legal counsel as may be retained by any Lender, on a solicitor and his own client basis, incurred in connection with its due diligence conducted in respect of the Exchange Parties and the preparation, execution, delivery, registration, filing, recording or enforcement of, and refinancing, renegotiation, waiver, amendment or restructuring, or ongoing administration of the Credit Facilities and of the Loan Documents (including the maintenance of the Liens provided for therein and all future registrations, filings, recordings and other actions in connection therewith) or syndicating or assigning the Credit Facilities.

11.7 Indemnity for Change in Circumstances.

(a) If with respect to an Agent or any of the Lenders: (i) any change in Law, or any change in the interpretation or application by any Governmental Entity of any Law occurring or becoming effective after the date hereof; or (ii) any compliance by such Lender with any direction, request or requirement (whether or not having the force of Law) of any Governmental Entity made or becoming effective after the date hereof, in either case shall have the effect of causing Loss to the Agent or such Lender by:

- (i) increasing the cost to such Lender of performing its obligations under this Agreement or in respect of any Accommodation (including the costs of maintaining any capital, reserve or special deposit requirements in connection therewith);
- (ii) requiring such Agent or any of the Lenders to maintain or allocate any capital or additional capital or affecting its allocation of capital in respect of its obligations under this Agreement or in respect of any Accommodation;
- (iii) reducing any amount payable to such Agent or any of the Lenders under this Agreement or in respect of any Accommodation by any amount it deems material (other than a reduction resulting from a higher rate of income tax or other special tax relating to the Agent or such Lender's income in general); or
- (iv) causing such Agent or any of the Lenders to make any payment or to forego any return on, or calculated by reference to, any amount received or receivable by the Agent or any of the Lenders under this Agreement in respect of any Accommodation,

then such Agent may give notice to the applicable Borrower specifying the nature of the event giving rise to such Loss and the Borrower shall, on demand, pay such amounts as the Agent may specify to be necessary to compensate the Agent or any of the Lenders for any such Loss incurred after the date of such notice, provided that, notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel

Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a change in Law or compliance requirement enacted after the Closing Date regardless of the date actually enacted, adopted or issued. A certificate as to the amount of any such Loss, submitted in good faith by such Agent to the Borrower shall be prima facie evidence of the amount of such Loss for all purposes absent manifest error.

(b) If any Lender (the "Affected Lender") seeks additional compensation or amounts pursuant to Section 11.7(a) or (c), then the Borrower may indicate to the applicable Agent in writing that it desires to replace the Affected Lender with one or more of the other Lenders, and the Agent shall then forthwith give notice to the other Lenders that any Lender or Lenders may, in the aggregate, acquire all (but not part) of the Affected Lender's Individual Commitment (but in no event shall any other Lender be obliged to do so). If one or more Lenders (herein collectively called the "Assenting Lenders" and, individually, called an "Assenting Lender") has given notice to the applicable Agent that it wishes to acquire all (but not part) of the Individual Commitment of such Affected Lender, then each Assenting Lender shall acquire a portion of the Individual Commitment of such Affected Lender on a date mutually acceptable to the Assenting Lenders and the Affected Lender, provided that the acquired Individual Commitments shall be allocated to the Assenting Lenders rateably based on their aggregate Commitments under the Credit Facilities. On such date, such Agent shall give notice to each of the Assenting Lenders and the Borrower setting out the amount of the Individual Commitments to be acquired by each of the Assenting Lenders and the amount of the Outstandings of the Affected Lender to be acquired by each of the Assenting Lenders, together with all interest accrued thereon and all other amounts owing to the Affected Lender hereunder, and each of the Assenting Lenders shall deposit with the Agent an amount equal to its portion of the Outstandings of the Affected Lender, together with all interest accrued thereon and all other amounts owing to the Affected Lender hereunder and, upon such payment, the Agent shall pay the amounts so received to the Affected Lender, the Affected Lender shall then cease to be a "Lender" for purposes of this Agreement and shall no longer have any obligations hereunder. Upon the assumption of the Affected Lender's Individual Commitment, with respect to the Credit Facilities, by Assenting Lenders, Schedule A shall be deemed to be amended to increase the Individual Commitment, with respect to the applicable Credit Facilities, of such Assenting Lenders by the amount of such assumption and delete the Individual Commitment of the Affected Lender. If a payment to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Borrower and the Agent such documentation reasonably requested by such Borrower (or the Agent) sufficient for such Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements.

(c) Except as required by Applicable Law, each Borrower shall make all payments under this Agreement to the applicable Agent without deducting or withholding any Taxes. To the extent that deduction or withholding of Taxes is required by Applicable Law, the Borrower will:

- (i) promptly notify such Agent of such requirement;

- (ii) pay to the appropriate authority the full amount required to be so withheld or deducted before penalties attach thereto or interest accrues thereon;
- (iii) promptly forward to the Agent an official receipt or other documentation reasonably satisfactory to such Agent evidencing such payment to such authority; and
- (iv) pay to the Agent on behalf of the Lenders an additional amount so that the Agent and the Lenders receive the full amount they would have received had no such deduction or withholding been required.

If any Taxes are directly asserted against an Agent and/or any of the Lenders with respect to any payment under this Agreement, the Agent or such Lender, as the case may be, may pay such Taxes and the Borrower shall promptly pay such additional amount (including any penalties, interest and expenses) necessary so that the net amount received by the Agent or such Lender after the payment of such Taxes, including any Taxes on such additional amounts, shall equal the amount the Agent or such Lender would have received had the Agent or such Lender not paid such Taxes.

The Borrower will indemnify an Agent and/or any of the Lenders for all incremental Taxes, interest or penalties that the Agent or such Lender(s) must pay if the Borrower fail to deduct or withhold any Taxes when due or to send the Agent the required receipts or other documentation.

11.8 Indemnity for Transactional and Environmental Liability.

(a) The Borrowers hereby agree to indemnify, exonerate and hold each of the Agents and the Lenders and their officers, directors, employees, agents and other representatives (collectively in this Section 11.8(a) and in Section 11.8(b), the "Indemnified Parties") free and harmless from and against any and all claims, demands, actions, causes of action, suits, losses, costs (including all documentary, recording, filing, mortgage or stamp taxes or duties), charges, liabilities and damages, and expenses in connection therewith (irrespective of whether such Indemnified Party is a party to the action for which such indemnification hereunder is sought), and including reasonable legal fees and disbursements (collectively, in this Section 11.8(a), the "Indemnified Liabilities") paid, incurred or suffered by, or asserted against, the Indemnified Parties or any of them or, with respect to, or as a direct or indirect result of: (i) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of any Accommodations obtained hereunder; or (ii) the execution, delivery, performance or enforcement of this Agreement or any Ancillary Agreement, except for such Indemnified Liabilities that a court of competent jurisdiction determines or rules to be on account of the relevant Indemnified Party's gross negligence or wilful misconduct.

(b) The Borrowers hereby further agree to indemnify, exonerate and hold the Indemnified Parties free and harmless from and against any and all claims, demands, actions, causes of action, suits, losses, costs, charges, liabilities and damages, and expenses in connection therewith (irrespective of whether such Indemnified party is a party to the action for which such indemnification hereunder is sought), and including reasonable legal fees and disbursements

(collectively, in this Section 11.8(b), the "Indemnified Liabilities") paid, incurred or suffered by, or asserted against, the Indemnified Parties or any of them for, with respect to, or as a direct or indirect result of any Environmental Liabilities and Costs.

(c) All obligations provided for in this Section 11.8 shall not be reduced or impaired by any investigation made by or on behalf of the Agents or any of the Lenders.

(d) The Borrowers hereby agree that, for the purposes of effectively allocating the risk of loss placed on the Borrowers by this Section 11.8, the Agents and each of the Lenders shall be deemed to be acting as the agent or trustee on behalf of and for the benefit of its respective officers, directors and agents.

(e) If, for any reason, the obligations of the Borrowers pursuant to this Section 11.8 shall be unenforceable, the Borrowers agree to make the maximum contribution to the payment and satisfaction of each obligation that is permissible under Law, except to the extent that a court of competent jurisdiction determines such obligations arose on account of the gross negligence or wilful misconduct of any Indemnified Party.

11.9 Survival of Indemnities; Contribution.

(a) The provisions of Sections 11.6, 11.7, 11.8, 11.10 and 11.11 and this Section 11.9 shall survive the termination of this Agreement and the repayment of all amounts owing pursuant to the Loan Documents. The Borrowers acknowledge that neither their obligation to indemnify, nor any actual indemnification by them, of the Agents or any of the Lenders hereunder in respect of legal fees and disbursements shall in any way affect the confidentiality or privilege relating to any information communicated by either Agent or any Lender to its counsel.

(b) If any provision in any of the Loan Documents providing for indemnification by the Borrowers or any of the Guarantors (the "Indemnitor") in favour of the Agents or any of the Lenders or any of the Indemnified Parties (as defined in Section 11.8) (the "Indemnatee") is found by reason of the occurrence of an event, other than the gross negligence or wilful misconduct of the Indemnatee, to be unenforceable by a court of competent jurisdiction in a final judgment that has become non-appealable, then the Indemnitor shall contribute to the amount paid or payable by the Indemnatee which is subject to the indemnification provision in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnatee on the other hand but also the relative fault of the Indemnitor and the Indemnatee. The rights of contribution herein provided shall be in addition to and not in derogation of any other right to contribution which the Indemnatee may have under this Agreement or applicable Laws.

11.10 Indemnity Relating to Accommodations.

Upon notice from an Agent, on behalf of the Majority Lenders, to a Borrower (which notice shall be accompanied by a detailed calculation of the amount to be paid by the Borrower), the Borrower shall pay to such Agent or the Lenders such amount or amounts as will

compensate the Agent or the Lenders for any Loss, cost or expense incurred by them: (i) in the liquidation or redeposit of any funds acquired by the Lenders to fund or maintain any portion of a LIBOR Advance as a result of (A) the failure of such Borrower to borrow or make repayment on the date specified in this Agreement or in any notice from the Borrower to the Agent; or (B) the repayment or prepayment of any amounts on a day other than the payment dates prescribed herein; or (ii) with respect to any Bankers' Acceptance arising from any Claim, and including legal fees and disbursements, respecting the collection of amounts owing by such Borrower hereunder in respect of such Bankers' Acceptance or the enforcement of such Agent's or Lenders' rights hereunder in respect of such Bankers' Acceptance, including legal proceedings attempting to restrain the Agent or the Lenders from paying any amount under such Bankers' Acceptance; or (iii) with respect to any Secured Hedging Transaction, arising from any Claim, and including legal fees and disbursements by the Borrower hereunder or and/or any Ancillary Agreements in respect of such Secured Hedging Transaction.

11.11 Judgement Currency.

(a) If, for the purposes of obtaining judgment in any court, it is necessary to convert any sum due, or owing hereunder or under any other Loan Document to an Agent or any one or more of the Lenders in any currency (the "Original Currency") into another currency (the "Other Currency"), the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agent could purchase the Original Currency with the Other Currency on the Business Day preceding that on which final judgment is granted.

(b) The obligations of a Borrower or Guarantor in respect of any sum due in the Original Currency from it to an Agent or any one or more of the Lenders under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by such Agent of any sum adjudged to be so due or owing in such Other Currency, the Agent may in accordance with normal banking procedures purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due or owing to such Agent or any one or more of the Lenders in the Original Currency, such Borrower or Guarantor shall, as a separate obligation and notwithstanding any such judgment, indemnify such Agent or such Lender, as applicable, against such Loss, and if the amount of the Original Currency so purchased exceeds the sum originally due or owing to such Lender in the Original Currency, such Agent or such Lender shall remit such excess to such Borrower or Guarantor

11.12 Purchase of Outstandings

Upon this Agreement becoming effective, but subject to Section 11.13, HSBC Bank Canada and Raymond James Finance Company of Canada Ltd. shall purchase from each other Canadian Revolver Facility Lender such portion of the Outstandings under the Canadian Revolver Facility of such Canadian Revolver Facility Lender as is necessary to ensure that the Outstandings of all Canadian Revolver Facility Lenders under the Canadian Revolver Facility, including HSBC Bank Canada and Raymond James Finance Company of Canada Ltd., are in

accordance with the respective Pro Rata Shares of all such Canadian Revolver Facility Lenders arising from this Agreement.

11.13 Existing LIBOR and Bankers' Acceptances

Notwithstanding any provision to the contrary in this Agreement, each LIBOR Advance (an "Existing LIBOR Advance") and each Bankers' Acceptance (an "Existing Bankers' Acceptance") outstanding under a Credit Facility on the date hereof shall remain outstanding and be shared by the Lenders under that Credit Facility in accordance with each such Lender's Pro Rata Share determined immediately before the date hereof until the Interest Period of such Existing LIBOR Advance ends and/or the contract maturity date of such Existing Bankers' Acceptance occurs (as applicable), after which time such Existing LIBOR Advance and/or Existing Bankers' Acceptance (as applicable) will, to the extent the Interest Period is extended, in the case of an Existing LIBOR Advance, or to the extent the contract maturity date is renewed, in the case of an Existing Bankers' Acceptance, be shared by the applicable Lenders in all respects in accordance with each such Lender's Pro Rata Share determined by giving effect to the provisions of this Agreement.

ARTICLE XII GENERAL PROVISIONS

12.1 Notices.

(a) All Notices provided for in this Agreement or in the Loan Documents shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the applicable addresses or facsimile numbers, as the case may be, set opposite the party's name in Schedule N hereto or at or to such other address or addresses or facsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by facsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

(b) Each Borrowing Notice and Repayment Notice shall be irrevocable and binding on the applicable Borrower. With respect to any Borrowing Notice, an Agent may act upon the basis of telephonic notice believed by it in good faith to be from a Borrower prior to receipt of a Borrowing Notice. In the event of conflict between the records of an Agent of the applicable terms of any Accommodation and such Borrowing Notice, the Agent's records shall prevail and the Borrowers hereby irrevocably waive their rights, if any, to dispute the terms of such Accommodation absent manifest error.

12.2 Public Announcements and Exchange of Information.

Except as required by Law or by any stock exchange, none of the parties hereto shall issue any press release or make any other public statement or announcement relating to either of the Agents or any of the Lenders or to the terms and conditions of the financing contemplated hereby, without obtaining the prior written approval of the other parties hereto to the contents and the manner of presentation and publication thereof.

12.3 Time of the Essence.

Time shall be of the essence of this Agreement.

12.4 Third Party Beneficiaries.

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person, other than the parties hereto and the Persons contemplated in Section 11.8 or Section 12.8, and no Person, other than the parties hereto and the Persons contemplated in Section 11.8 or Section 12.8, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

12.5 Enurement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and any Person becoming a party to this Agreement through the procedure set out in Section 12.8. This Agreement shall be binding upon and enure to the benefit of any permitted assigns.

12.6 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronically transmitted signatures may be relied upon as if they were originals.

12.7 Knowledge.

Where any representation or warranty contained in this Agreement or any Ancillary Agreement is expressly qualified by reference to the best of the knowledge of an Exchange Party, or where any other reference is made herein or in any Ancillary Agreement to the knowledge of an Exchange Party, it shall be deemed to refer to the best of the knowledge of such Exchange Party and its Subsidiaries. Each of the Guarantors and the Borrower confirms that it has made due and diligent inquiry of those of its officers, senior employees, consultants and agents (including appropriate officers, senior employees, consultants and agents of the Exchange Parties) as it considers necessary as to the matters that are the subject of such representations, warranties or references.

12.8 Participant Assignment.

(a) None of the rights or obligations hereunder shall be assignable or transferable by the Borrowers or the Guarantors.

(b) Any Lender may, with the consent of the Agents and the Borrowers (unless a Default or Event of Default has occurred, in which case the consent of the Borrowers is not required), which consent may not be unreasonably withheld, (i) grant participations in all or any part of the Credit Facilities (subject to a minimum of [REDACTED]) to one or more Persons (who, unless a Default or Event of Default has occurred, will be bona fide financial institutions) (each a "Participant"); or (ii) with the additional consent of all Issuing Lenders, assign all or any part of their respective interests in the Credit Facilities (subject to a minimum of [REDACTED]) to one or more Persons (who, until a Default or Event of Default has occurred, will be bona fide financial institutions) (each an "Assignee"), provided that each Borrower's consent to an assignment shall be deemed to be given if the Agent has not received a written objection to such assignment within fifteen (15) Business Days of either Borrower's receipt of such request for consent. A Lender shall pay a fee of [REDACTED] to the applicable Agent on completion of any assignment in respect of the Canadian Revolver Facility or the U.S. Revolver Facility. For greater certainty, the parties hereto acknowledge and agree that the foregoing provisions of this Section 12.8(b) provide the Lenders the right to grant participations in or assign less than all of the Credit Facilities, subject to a minimum amount of [REDACTED].

(c) An Agent or any of the Lenders may deliver a copy of any financial statement or any other information relating to the prospects, business, Property or condition (financial or otherwise) of the Exchange Parties which may be furnished to it under this Agreement or otherwise to any Participant or Assignee or any prospective Participant or Assignee; provided that each such delivery is made on the understanding that the information contained therein is confidential in nature.

(d) Without limitation of their obligations hereunder, each of the Borrowers and the Guarantors shall give, and shall cause their Subsidiaries to give, full access for due diligence investigation to its properties, officers, agents, employees and books and records and shall give such certificates, acknowledgements and further assurances in respect of this Agreement and the Credit Facilities as an Agent or any Lender may require in connection with any participation or assignment pursuant to this Section and such Borrower shall be responsible for all costs and expenses incurred by an Agent and/or the Lenders in connection therewith.

(e) A Lender granting a participation shall act on behalf of all of its Participants in all dealings with the Borrowers in respect of the Credit Facilities.

(f) Any Assignee shall deliver to the Borrowers and the Guarantors, the Agents and the other Lenders an Assignment Agreement in the form of Schedule S. Upon execution of an Assignment Agreement and payment of fees, the assigning Lender and the Borrowers and the Guarantors shall be mutually released from their respective obligations to each other hereunder to the extent of such assignment and assumption and shall thenceforth have no liability or obligations to each other to such extent, except in respect of matters which shall have arisen prior to such assignment.

12.9 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of the parties contained in this Agreement and the Ancillary Agreements shall not merge on and shall survive the Closing and the making of any Accommodation, and notwithstanding such Closing or Accommodation, or any investigation made by or on behalf of any party, shall continue in full force and effect. Neither the Closing nor the making of any Accommodation shall prejudice any right of one party against any other party in respect of anything done or omitted hereunder or under any of the Ancillary Agreements or in respect of any right to damages or other remedies.

12.10 Certificates and Opinions.

Whenever the delivery of a certificate or opinion is a condition precedent to the taking of any action by an Agent or any or all of the Lenders or under any of the Loan Documents, the truth and accuracy of the facts and opinion stated in such certificate or opinion shall in each case be conditions precedent to the rights of the Exchange Parties to have such action taken, and each statement of fact contained therein shall be deemed to be a representation and warranty of the Borrowers and the Guarantors for the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, whenever any certificate or declaration is to be delivered by an officer or a senior officer of an Exchange Party, such certificate shall be signed on behalf of such Exchange Party by one or more of the Chairman, President, Chief Executive Officer, Chief Financial Officer, Treasurer, Secretary or any Vice President of such Exchange Party.

12.11 Intentionally Deleted.

12.12 Jury Trial.

FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING TAKEN IN THE UNITED STATES OF AMERICA, THE PARTIES HERETO WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION BASED ON THIS AGREEMENT OR ANY RELATED DOCUMENT OR TRANSACTION.

12.13 USA Patriot Act.

The Lenders are subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and hereby notify the Borrowers that pursuant to the requirements of the Act, they are required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow the Lenders to identify the Borrowers in accordance with the Act.

12.14 Replacement of Agreement.

This Agreement amends and restates the SARLA.

**ARTICLE XIII
THE AGENT**

13.1 Appointment and Authorization of Agent.

Each Lender hereby appoints and authorizes, and hereby agrees that it will require any assignee of any of its interest in the Loan Documents (other than the holder of a participation in its interest herein or therein) to appoint and authorize, the Agents to take such actions as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Agents by such Lender by the terms hereof, together with such powers as are reasonably incidental thereto. Neither any Agent nor any of its directors, officers, employees or agents shall be liable to any of the Lenders for any action taken or omitted to be taken by it or them thereunder or in connection therewith, except for its own gross negligence or wilful misconduct and each Lender hereby acknowledges that each Agent is entering into the provisions of this Section 13.1 on its own behalf and as agent and trustee for its respective directors, officers, employees and agents. For certainty, the Agency Fee Agreement (dated March 1, 2017) is assumed by EIC and remains in full force and effect unamended.

13.2 Interest Holders.

The Agents may treat each Lender set forth in Schedule A or the Person designated in the last notice delivered to it under Section 12.8 as the holder of all of the interests of such Lender under the Loan Documents.

13.3 Consultation with Counsel.

The Agents may consult with legal counsel selected by it as counsel for the Agent and the Lenders and shall not be liable for any action taken or not taken or suffered by it in good faith and in accordance with the advice and opinion of such counsel.

13.4 Documents.

The Agents shall not be under any duty to the Lenders to examine, inquire into or pass upon the validity, effectiveness or genuineness of the Loan Documents or any instrument, document or communication furnished pursuant to or in connection with the Loan Documents and the Agents shall, as regards the Lenders, be entitled to assume that the same are valid, effective and genuine, have been signed or sent by the proper parties and are what they purport to be.

13.5 Agents as Lenders.

With respect to those portions of the Credit Facilities made available by it, each Agent shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though it were not the Agent. Each Agent and its affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower and its affiliates and Persons doing business with the Borrower and any of its affiliates as if it were not an Agent and without any obligation to account to the Lenders therefor and an Agent may exercise its rights and powers with respect thereto as though it were not an Agent.

13.6 Responsibility of Agent.

The duties and obligations of the Agents to the Lenders under the Loan Documents are only those expressly set forth herein. Neither Agent shall have any duty to the Lenders to investigate whether a Default or an Event of Default has occurred. An Agent shall, as regards the Lenders, be entitled to assume that no Default or Event of Default has occurred and is continuing unless the Agent has actual knowledge or has been notified by the Borrower of such fact or has been notified by a Lender that such Lender considers that a Default or Event of Default has occurred and is continuing, such notification to specify in detail the nature thereof.

13.7 Action by Agent.

Each Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it on behalf of the Lenders by and under this Agreement; provided, however, that an Agent shall not exercise any rights under Section 10.1 or under the Security Documents or expressed to be on behalf of or with the approval of the Majority Lenders, without the request, consent or instructions of the Majority Lenders. Furthermore any rights of an Agent expressed to be on behalf of or with the approval of the Majority Lenders shall be exercised by the Agent upon the request or instructions of the Majority Lenders. The Agents shall incur no liability to the Lenders under or in respect of any of the Loan Documents with respect to anything which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances, except for its gross negligence or wilful misconduct. The Agents shall in all cases be fully protected in acting or refraining from acting under any of the Loan Documents in accordance with the instructions of the Majority Lenders and any action taken or failure to act pursuant to such instructions shall be binding on all Lenders. In respect of any notice by or action taken by the Agents hereunder, the Borrowers shall at no time be obliged to inquire as to the right or authority of the Agents to so notify or act.

13.8 Notice of Events of Default.

If an Agent shall acquire actual knowledge or shall have been notified of any Default or Event of Default, the Agent shall promptly notify the Lenders and shall take such action and assert such rights under Section 10.1 of this Agreement and under the Loan Documents as the Majority Lenders shall request in writing and the Agent shall not be subject to any liability by reason of its acting pursuant to such request. If the Majority Lenders shall fail for

five (5) Business Days after receipt of the notice of any Default or Event of Default to request an Agent to take such action or to assert such rights under any of the Loan Documents in respect of such Default or Event of Default, the Agent may, but shall not be required to, and subject to subsequent specific instructions from the Majority Lenders, take such action or assert such rights (other than rights under Section 10.1 of this Agreement or under the other Loan Documents and other than giving an express waiver of any Default or any Event of Default) as it deems in its discretion to be advisable for the protection of the Lenders except that, if the Majority Lenders have instructed an Agent not to take such action or assert such rights, in no event shall the Agent act contrary to such instructions unless required by Law to do so.

13.9 Responsibility Disclaimed.

No Agent shall be under any liability or responsibility whatsoever as agent hereunder:

(a) to the Borrowers or any other person as a consequence of any failure or delay in the performance by, or any breach by, any Lender or Lenders of any of its or their obligations under any of the Loan Documents;

(b) to any Lender or Lenders as a consequence of any failure or delay in performance by, or any breach by, the Borrowers or any Guarantor of any of its obligations under any of the Loan Documents; or

(c) to any Lender or Lenders for any statements, representations or warranties in any of the Loan Documents or in any other documents contemplated thereby, or in any other information provided pursuant to any of the Loan Documents, or any other documents contemplated thereby, or for the validity, effectiveness, enforceability or sufficiency of any of the Loan Documents or any other document contemplated thereby.

13.10 Indemnification.

The Lenders agree to indemnify each Agent (to the extent not reimbursed by the Borrowers) pro rata based on their respective Pro Rata Shares under the Credit Facilities from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of any of the Loan Documents or any other document contemplated thereby or any action taken or omitted by the Agent under any of the Loan Documents or any document contemplated thereby, except that no Lender shall be liable to the Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of the Agent.

13.11 Credit Decision.

Each Lender represents and warrants to the Agents that:

(a) in making its decision to enter into this Agreement and to make the Credit Facilities available to the Borrowers, it is independently taking whatever steps it considers necessary to evaluate the financial condition and affairs of the Borrowers and that it has made an independent credit judgment without reliance upon any information furnished by the Agent or another Lender; and

(b) so long as any portion of the Credit Facilities is being utilized by a Borrower, it will continue to make its own independent evaluation of the financial condition and affairs of the Borrower.

13.12 Successor Agent.

Subject to the appointment and acceptance of a successor Agent as provided in this Section 13.12, an Agent: (i) may resign at any time by giving thirty (30) days written notice thereof to the Lenders; (ii) may be removed by the Borrowers at any time when any action taken or omitted to be taken by it under the Loan Documents or in connection therewith was taken or omitted to be taken in a manner which was grossly negligent or exhibited wilful misconduct, as determined by a court of competent jurisdiction, or (iii) may be removed by the Majority Lenders at any time upon thirty (30) days written notice thereof to the Agent. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Agent who shall be one of the Lenders unless none of the Lenders wishes to accept such appointment. If no successor Agent shall have been so appointed and shall have accepted such appointment by the time of such resignation or removal, then the retiring or removed Agent may, on behalf of the Lenders, appoint a successor Agent which shall be a Person organized under the laws of Canada. Upon the acceptance of any appointment as Agent hereunder by a successor Agent such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring or removed Agent (other than in its capacity as a Lender) and the retiring or removed Agent shall be discharged from its duties and obligations hereunder (other than in its capacity as a Lender). After any resignation or removal hereunder as the Agent, the provisions of this Article XIII shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by such Agent while it was acting as the Agent.

13.13 Delegation by Agent.

With the prior approval of the Majority Lenders, an Agent shall have the right to delegate any of its duties or obligations hereunder as Agent to any affiliate of the Agent so long as the Agent shall not thereby be relieved of such duties or obligations.

13.14 Waivers and Amendments.

(a) Subject to Section 13.14(b), any term, covenant or condition of any of the Loan Documents may only be amended with the consent of the Borrowers and the Majority Lenders or compliance therewith by the Borrowers may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Majority Lenders and, in the event that any such amendment or waiver is approved by the Majority Lenders, the failure to observe,

perform or discharge any such covenant, condition or obligation, so amended or waived (whether such amendment is executed or such consent or waiver is given before or after such failure), shall not be construed as a breach of such covenant, condition or obligation or as a Default or Event of Default.

(b) Notwithstanding Section 13.14(a), without the prior written consent of each Lender, no such amendment or waiver shall directly or indirectly:

- (i) increase the amount of any Credit Facility or the amount of the Individual Commitments of any Lender;
- (ii) extend the term of any Credit Facility or amend the provisions of this Agreement dealing with the types of Accommodations available hereunder;
- (iii) extend the time for the payment of the interest on the Advances, forgive any portion of principal thereof, reduce the stated rate of interest thereon or amend Section 13.16;
- (iv) amend or waive the covenants in Section 8.2(j) or the definition of Distributable Cash;
- (v) change the percentage of the Lenders' requirement to constitute the Majority Lenders or otherwise amend the definition of Majority Lenders;
- (vi) reduce the stated amount of any Fees to be paid pursuant to this Agreement; permit any subordination of the indebtedness hereunder;
- (vii) release or amend any of the Security Documents, in whole or in part; or alter the terms of this Section 13.14.

(c) No amendment to or waiver of any provision of this Agreement to the extent it affects the rights or obligations of an Agent or a Swing Line Lender, as applicable, shall be effective without the prior written consent of the Agent or the Swing Line Lender.

13.15 Determination by Agent Conclusive and Binding.

Any determination to be made by an Agent on behalf of or with the approval of the Lenders or the Majority Lenders under this Agreement shall be made by the Agent in good faith and, if so made, shall be binding on all parties, absent manifest error.

13.16 Remittance of Payments.

Forthwith after the withdrawal from the Canadian Agent's Account or U.S. Agent's Account, as the case may be, of any payment of principal, interest, fees or other amounts for the benefit of the Lenders pursuant to this Agreement, the applicable Agent shall, subject to Sections 2.7, 3.1(b) and 12.8(b), remit to each such Lender, in immediately available funds, such Lender's Pro Rata Share of such payment based on such Lender's Individual Commitment under the Canadian Revolver Facility, the Canadian Swing Line Facility, the U.S. Revolver Facility or the U.S. Swing Line Facility, as the case may be, provided that if the Agent, on the assumption that it will receive, on any particular date, a payment of principal (including, without limitation, a prepayment), interest, fees or other amount pursuant to such Credit Facility, remits to each Lender its Pro Rata Share of such payment, as the case may be, and the relevant Borrower fails to make such payment, each of the Lenders agrees to repay to the applicable Agent forthwith on demand, to the extent that such amount is not recovered from the relevant Borrower on demand such Lender's Pro Rata Share of the payment made to it pursuant to this Section, as the case may be, together with interest thereon at the rate payable hereunder by the relevant Borrower in respect of such amount for each day from the date such amount is remitted to the applicable Lenders, until the date such amount is paid or repaid to the applicable Agent the exact amount of the repayment required to be made by such Lenders pursuant to this Section to be as set forth in a certificate delivered by the applicable Agent to each such Lender which certificate shall constitute prima facie evidence of such amount of repayment.

13.17 Secured Cash Management Agreements and Secured Hedging Transactions

No Cash Management Bank or Hedge Bank that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article XIII to the contrary, the Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedging Transactions.

13.18 Keepwell Agreement

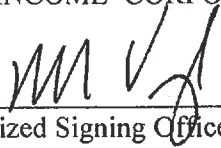
Each Exchange Party hereby absolutely, unconditionally and irrevocably undertakes that if it is a Qualified ECP Guarantor at the time the guarantee by another Exchange Party that is not then an "eligible contract participant" under the Commodity Exchange Act

(each, a "Specified Party"), or the grant of a security interest to the Agent(s) by any such Specified Party, in either case, becomes effective with respect to any Hedging Transaction, to provide such funds or other support to such Specified Party that is a corporation, partnership, proprietorship, organization, trust or other entity as may be needed by such Specified Party from time to time to honor all of its obligations in respect of such Hedging Transaction. Each Exchange Party intends this section to constitute, and this section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Party for all purposes of the Commodity Exchange Act.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

EXCHANGE INCOME CORPORATION
as Borrower

Per: 
(Authorized Signing Officer)

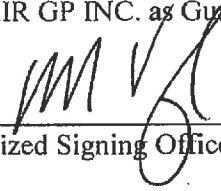
Per: _____
(Authorized Signing Officer)

EIIF MANAGEMENT USA, INC. as
Borrower

Per: _____
(Authorized Signing Officer)

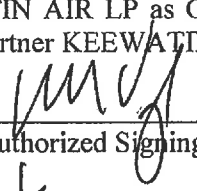
Per: _____
(Authorized Signing Officer)

KEEWATIN AIR GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

KEEWATIN AIR LP as Guarantor, by its
general partner KEEWATIN AIR GP INC.

Per: 
(Authorized Signing Officer)

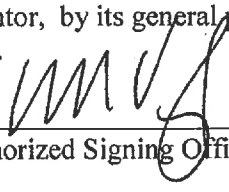
Per: 
(Authorized Signing Officer)

OM GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

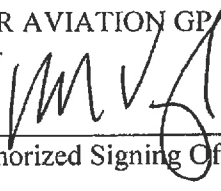
Per: _____
(Authorized Signing Officer)

OVERLANDERS MANUFACTURING
LP as Guarantor, by its general partner
OM GP INC.

Per: 
(Authorized Signing Officer)

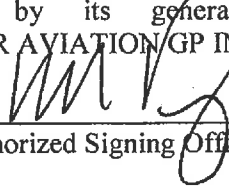
Per: _____
(Authorized Signing Officer)

PERIMETER AVIATION GP INC.
as Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PERIMETER AVIATION LP as
Guarantor, by its general partner
PERIMETER AVIATION GP INC.

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

EXCHANGE INCOME CORPORATION
as Borrower

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

KEEWATIN AIR GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

OM GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

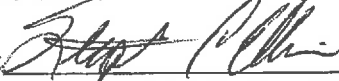
Per: _____
(Authorized Signing Officer)

PERIMETER AVIATION GP INC.
as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

EIIF MANAGEMENT USA, INC. as
Borrower

Per:  _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

KEEWATIN AIR LP as Guarantor, by its
general partner KEEWATIN AIR GP INC.

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

OVERLANDERS MANUFACTURING
LP as Guarantor, by its general partner
OM GP INC.

Per: _____
(Authorized Signing Officer)

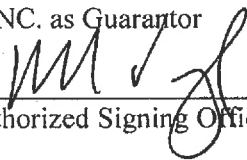
Per: _____
(Authorized Signing Officer)

PERIMETER AVIATION LP as
Guarantor, by its general partner
PERIMETER AVIATION GP INC.

Per: _____
(Authorized Signing Officer)

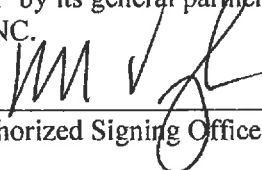
Per: _____
(Authorized Signing Officer)

WBM GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

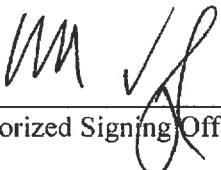
Per: _____
(Authorized Signing Officer)

WATER BLAST MANUFACTURING LP
as Guarantor by its general partner
WBM GP INC.

Per: 
(Authorized Signing Officer)

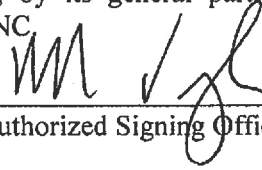
Per: _____
(Authorized Signing Officer)

CALM AIR GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

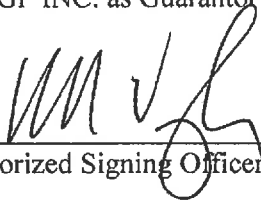
Per: _____
(Authorized Signing Officer)

CALM AIR INTERNATIONAL LP as
Guarantor, by its general partner CALM
AIR GP INC.

Per: 
(Authorized Signing Officer)

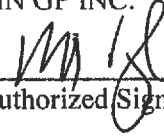
Per: _____
(Authorized Signing Officer)

BEARSKIN GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

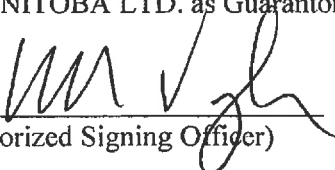
Per: _____
(Authorized Signing Officer)

BEARSKIN LAKE AIR SERVICE LP as
Guarantor, by its general partner
BEARSKIN GP INC.

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

4873999 MANITOBA LTD. as Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

STAINLESS FABRICATION, INC.
as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

WBM GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CALM AIR GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BEARSKIN GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

4873999 MANITOBA LTD. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

WATER BLAST MANUFACTURING LP
as Guarantor by its general partner
WBM GP INC.

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CALM AIR INTERNATIONAL LP as
Guarantor, by its general partner CALM
AIR GP INC.

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BEARSKIN LAKE AIR SERVICE LP as
Guarantor, by its general partner
BEARSKIN GP INC.

Per: _____
(Authorized Signing Officer)

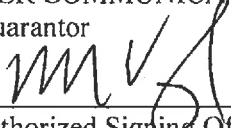
Per: _____
(Authorized Signing Officer)

STAINLESS FABRICATION, INC.
as Guarantor

Per:  _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

WESTOWER COMMUNICATIONS
LTD. as Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CUSTOM HELICOPTERS LTD. as
Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

DALLAS SAILER ENTERPRISES, INC.
as Guarantor

Per: _____
(Authorized Signing Officer)

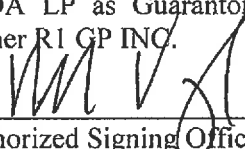
Per: _____
(Authorized Signing Officer)

REGIONAL ONE, INC. as Guarantor

Per: _____
(Authorized Signing Officer)

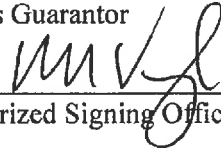
Per: _____
(Authorized Signing Officer)

R1 CANADA LP as Guarantor, by its
general partner R1 GP INC.

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

R1 GP INC. as Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

WESTOWER COMMUNICATIONS
LTD. as Guarantor

Per: _____
(Authorized Signing Officer)

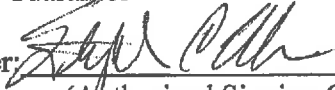
Per: _____
(Authorized Signing Officer)

CUSTOM HELICOPTERS LTD. as
Guarantor

Per: _____
(Authorized Signing Officer)

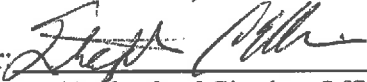
Per: _____
(Authorized Signing Officer)

DALLAS SAILER ENTERPRISES, INC.
as Guarantor

Per:  _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

REGIONAL ONE, INC. as Guarantor

Per:  _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

R1 CANADA LP as Guarantor, by its
general partner R1 GP INC.

Per: _____
(Authorized Signing Officer)

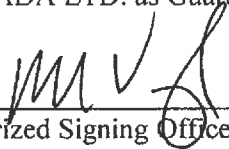
Per: _____
(Authorized Signing Officer)

R1 GP INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

8900973 CANADA LTD. as Guarantor

Per: 
(Authorized Signing Officer)

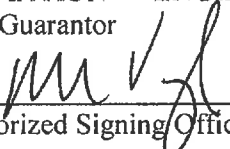
Per: _____
(Authorized Signing Officer)

EIC LUXEMBOURG S.À.R.L. as
Guarantor

Per: _____
(Authorized Signing Officer)

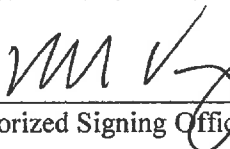
Per: _____
(Authorized Signing Officer)

DECA AVIATION ENGINEERING
LIMITED as Guarantor

Per: 
(Authorized Signing Officer)

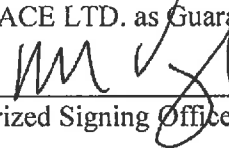
Per: _____
(Authorized Signing Officer)

PAL AERO SERVICES LTD. as
Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AEROSPACE LTD. as Guarantor

Per: 
(Authorized Signing Officer)

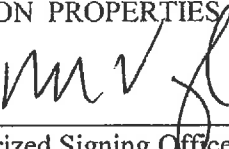
Per: _____
(Authorized Signing Officer)

PAL AIRLINES LTD. as Guarantor

Per: 
(Authorized Signing Officer)

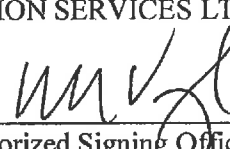
Per: _____
(Authorized Signing Officer)

PAL AVIATION PROPERTIES LTD. as
Guarantor

Per: 
(Authorized Signing Officer)

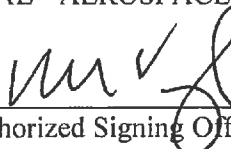
Per: _____
(Authorized Signing Officer)

PAL AVIATION SERVICES LTD. as
Guarantor

Per: 
(Authorized Signing Officer)

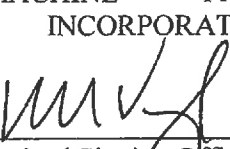
Per: _____
(Authorized Signing Officer)

PROVINCIAL AEROSPACE LTD. as
Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BEN MACHINE PRODUCTS
COMPANY INCORPORATED as
Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

[Signature Page to Seventh Amended and Restated Loan Agreement]

8900973 CANADA LTD. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

DECA AVIATION ENGINEERING
LIMITED as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AEROSPACE LTD. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AVIATION PROPERTIES LTD. as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PROVINCIAL AEROSPACE LTD. as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

EIC LUXEMBOURG S.À.R.L. as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AERO SERVICES LTD. as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AIRLINES LTD. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PAL AVIATION SERVICES LTD. as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

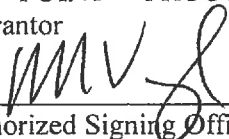
BEN MACHINE PRODUCTS
COMPANY INCORPORATED as
Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

[Signature Page to Seventh Amended and Restated Loan Agreement]

CENTRAL POINT PROCUREMENT TEAM J.A.S., INC. as Guarantor
INC. as Guarantor

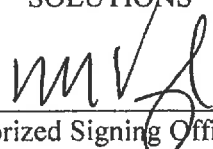
Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

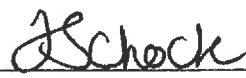
Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CARTENAV SOLUTIONS INC. as EIC AIRCRAFT LEASING LIMITED. as
Guarantor Guarantor

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

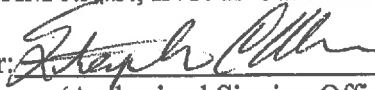
Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CENTRAL POINT PROCUREMENT TEAM J.A.S., INC. as Guarantor
INC. as Guarantor

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

Per: 
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CARTENAV SOLUTIONS INC. as EIC AIRCRAFT LEASING LIMITED. as
Guarantor Guarantor

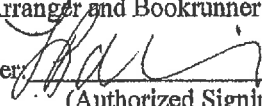
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(Authorized Signing Officer)

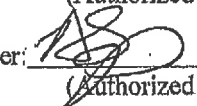
Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per:  **Loretta Palandri**
Associate Vice President
Commercial National Accounts
(Authorized Signing Officer)

Per:  **DUSTIN SPRINGETT**
Senior Analyst
Commercial National Accounts
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Canadian Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Canadian Agent

Per:  _____
(Authorized Signing Officer)
Andi Zeneli

Per: Vice President, Loan Syndications-Agency
(Authorized Signing Officer)

ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)
Derrick Fury
District Director
Per: _____
(Authorized Signing Officer)
GREG STEENSON
MANAGING DIRECTOR, RISK MANAGEMENT

CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Canadian Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)
J.C. Chernin
S.V.P. Risk Management

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Canadian Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)

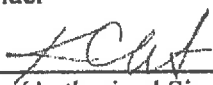
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(Authorized Signing Officer)

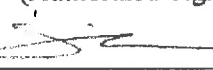
ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per:  **Kevin Charko**
Executive Director
(Authorized Signing Officer)

Per:  **Stephen Redding**
Managing Director
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Canadian Agent

Per: _____
(Authorized Signing Officer)

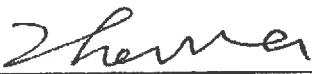
Per: _____
(Authorized Signing Officer)

ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per:  **Zhen Ma**
(Authorized Signing Officer) Authorized Signatory

Per:  **Andrew R. Campbell**
(Authorized Signing Officer) Authorized Signatory

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK
as Lender, Canadian Swing Line Lender, Lead
Arranger and Bookrunner

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT INC.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

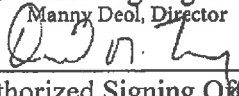
CANADIAN IMPERIAL BANK OF
COMMERCE
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA
as Lender

Per:  _____
(Authorized Signing Officer)
Manny Deol, Director

Per:  _____
(Authorized Signing Officer)
David Torrey, Managing Director

THE TORONTO-DOMINION BANK
as Canadian Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ROYNAT BUSINESS CAPITAL INC.
as Lender

Per: _____
(Authorized Signing Officer)

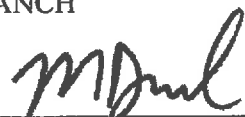
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(Authorized Signing Officer)

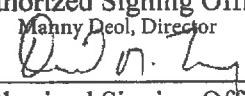
CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NATIONAL BANK OF CANADA-NEW
YORK BRANCH
as Lender

Per:  _____
(Authorized Signing Officer)
Manny Deol, Director

Per:  _____
(Authorized Signing Officer)
David Torrey, Managing Director

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

Per: _____
(Authorized Signing Officer)
Mark Narbey
Per: Vice President
(Authorized Signing Officer)

ALBERTA TREASURY BRANCHES
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
as Lender and U.S. Swing Line Lender

Per: _____
(Authorized Signing Officer)
MARK NARBAY
AUTHORIZED SIGNATORY
Per: _____
(Authorized Signing Officer)

LAURENTIAN BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

HSBC BANK CANADA
as Lender

Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

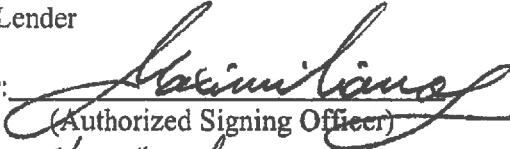
Per: _____
(Authorized Signing Officer)
Per: _____
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ALBERTA TREASURY BRANCHES
as Lender

Per:  _____
(Authorized Signing Officer)

Per:  _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
as Lender and U.S. Swing Line Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

LAURENTIAN BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

HSBC BANK CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

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(Authorized Signing Officer)

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ALBERTA TREASURY BRANCHES
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

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(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

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(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
as Lender and U.S. Swing Line Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

LAURENTIAN BANK OF CANADA
as Lender

Per: *P. Marchand*
(Authorized Signing Officer)

Philippe Marchand
Account Manager

Per: *Guyline Couture*
(Authorized Signing Officer)

Guyline Couture
Assistant Vice President

HSBC BANK CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

[Signature Page to Seventh Amended and Restated Loan Agreement]

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

Per: _____
(Authorized Signing Officer)

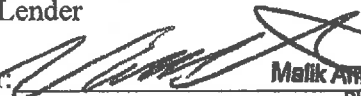
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(Authorized Signing Officer)

ALBERTA TREASURY BRANCHES
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per:  _____
(Authorized Signing Officer) **Malik Amery, CPA, CMA**
Director, Corporate Finance

Per:  _____
(Authorized Signing Officer) **Nicholas Power**
Managing Director
BMO Corporate Finance

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

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Per: _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

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(Authorized Signing Officer)

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THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
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HSBC BANK CANADA
as Lender

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FÉDÉRATION DES CAISSES DESJARDINS
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DESJARDINS FLORIDA BRANCH
as Lender

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THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
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(Authorized Signing Officer)

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(Authorized Signing Officer)

LAURENTIAN BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

HSBC BANK CANADA
as Lender

Per: _____
(Authorized Signing Officer) **STEVEN CHONG**
ASSISTANT VICE PRESIDENT
COMMERCIAL BANKING

Per: _____
(Authorized Signing Officer) **Wade Schuler**
Vice President
Private Equity & Energy Financing

FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ALBERTA TREASURY BRANCHES
as Lender

Per: _____
(Authorized Signing Officer)

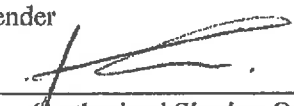
Per: _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

Per:  _____
(Authorized Signing Officer)

Per:  _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

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THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
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HSBC BANK CANADA
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ALBERTA TREASURY BRANCHES
as Lender

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BANK OF MONTREAL
as Lender

Per: _____
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RAYMOND JAMES FINANCE COMPANY
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as Lender

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DESJARDINS FLORIDA BRANCH
as Lender

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(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
as Lender and U.S. Swing Line Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

LAURENTIAN BANK OF CANADA
as Lender

Per: _____
(Authorized Signing Officer)

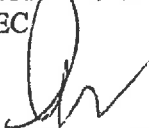
Per: _____
(Authorized Signing Officer)

HSBC BANK CANADA
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

Per:  _____
(Authorized Signing Officer) **Michel Voyer**
Directeur, Financement corporatif
Director, Corporate Banking

Per:  _____
(Authorized Signing Officer) **Dominique Parizeau**
Directeur général
Gestion du Portefeuille, Grandes Entreprises
Managing Director
Portfolio Management, Corporate Banking

TORONTO DOMINION (TEXAS) LLC
as U.S. Agent

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

ALBERTA TREASURY BRANCHES
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

BANK OF MONTREAL
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

RAYMOND JAMES FINANCE COMPANY
OF CANADA LTD.
as Lender

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(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

DESJARDINS FLORIDA BRANCH
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH
as Lender and U.S. Swing Line Lender

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LAURENTIAN BANK OF CANADA
as Lender

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HSBC BANK CANADA
as Lender

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Per: _____
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FÉDÉRATION DES CAISSES DESJARDINS
DU QUÉBEC
as Lender

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)


MICHEL BROUILLET
VICE - PRESIDENT

SCHEDULE A

INDIVIDUAL COMMITMENTS

Lender	Canadian Revolver Facility	Canadian Swing Line Facility	U.S. Revolver Facility	U.S. Swing Line Facility
The Toronto-Dominion Bank	\$90,000,000 Cdn.	\$30,000,000 Cdn.		
Canadian Imperial Bank of Commerce	\$96,500,000 Cdn.			
National Bank of Canada	\$96,500,000 Cdn.			
Roynat Inc.	\$77,000,000 Cdn.			
Alberta Treasury Branches	\$67,000,000 Cdn.			
Laurentian Bank of Canada	\$28,500,000 Cdn.			
Bank of Montreal	\$67,000,000 Cdn.			
HSBC Bank Canada	\$47,500,000 Cdn.			
Fédération des caisses Desjardins du Québec	\$47,500,000 Cdn.			
Raymond James Finance Company of Canada Ltd.	\$47,500,000 Cdn.			
The Toronto-Dominion Bank, New York Branch			\$9,000,000 U.S.	\$10,000,000 U.S.
Canadian Imperial Bank of Commerce, New York Branch			\$9,000,000 U.S.	
National Bank of Canada-New York Branch			\$9,000,000 U.S.	
Roynat Business Capital Inc.			\$9,000,000 U.S.	

Desjardins Florida Branch			\$9,000,000 U.S.	
Total Commitments	\$665,000,000 Cdn.	\$30,000,000 Cdn.	\$45,000,000 U.S.	\$10,000,000 U.S.

SCHEDULE B

NOTICE OF REQUEST FOR ADVANCE / ACCEPTANCE NOTICE

TO: [THE TORONTO-DOMINION BANK, as Canadian Agent]
[TORONTO DOMINION (TEXAS) LLC, as U.S. Agent]

FROM: [EXCHANGE INCOME CORPORATION/EIIF MANAGEMENT USA,
INC.]

DATE: •

1. This notice of request for Advances or Acceptance Notice is delivered to you, as Agent, pursuant to the Seventh Amended and Restated Loan Agreement dated March 3, 2017, among, *inter alia*, Exchange Income Corporation and EIIF Management USA, Inc. as borrowers (the "Borrowers"), the Agents and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement"). All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Loan Agreement.

2. The undersigned Borrower hereby requests an Advance as follows:

(a) Date of Advance:

(b) Applicable Credit:

Canadian Revolver Facility
U.S. Revolver Facility

(c) Aggregate amount of Advances Cdn.\$
U.S.\$

(d) Type and amount of Advances

(i) Prime Rate Advance: Cdn.\$

(ii) U.S. Base Rate Advance: U.S.\$

(iii) U.S. Prime Rate Advance: U.S.\$

(iv) LIBOR Advance (initial Interest Period •): U.S.\$

3. The Borrower hereby issues an Acceptance Notice pursuant to section 4.2 of the Loan Agreement on the following terms:

Bankers' Acceptances (BA Equivalent Notes):

Cdn.\$ _____

<u>Amount</u>	<u>Term in Months</u>	<u>Rollover Amount</u>	<u>Acceptance Date</u>
<u>Cdn\$</u>	<u> </u>	<u>Cdn\$</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

4. The undersigned Borrower certifies that:

the representations and warranties of each of the Exchange Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof;

(e) each of the Exchange Parties has fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it on or prior to the date hereof; and

(f) no Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the issue of the aforementioned Advances or Acceptance.

Yours truly,

[EXCHANGE INCOME CORPORATION]

By: _____
Title

By: _____
Title

[EIH MANAGEMENT USA, INC.]

By: _____
Title

By: _____
Title

SCHEDULE B1

CONVERSION NOTICE

TO: [THE TORONTO-DOMINION BANK / TORONTO DOMINION (TEXAS) LLC]
[Address]

FROM: [Name of Borrower] (the "Borrower")

DATE: •

1. This Conversion Notice is delivered to you, as Agent, pursuant to the Seventh Amended and Restated Loan Agreement made March 3, 2017 between, *inter alia*, the Borrowers, The Toronto-Dominion Bank, in its capacity as the administrative agent for the Canadian Lenders, Toronto Dominion (Texas) LLC, in its capacity as administrative agent for the U.S. Lenders, and the financial institutions from time to time parties thereto as Lenders, as amended to the date hereof (the "Loan Agreement"). All capitalized terms used but not otherwise defined in this Conversion Notice have the same meaning attributed thereto in the Loan Agreement.

2. The Borrower hereby requests a conversion under the • Facility as follows:

(a) Type and amount of each Advance to be converted (check appropriate boxes):

	<u>Amount</u>
() Prime Rate Advance	Cdn.\$ _____
() U.S. Base Rate Advance	U.S.\$ _____
() U.S. Prime Rate Advance	U.S.\$ _____
() Bankers' Acceptances (BA Equivalent Notes):	

<u>Amount</u>	<u>Term in Months</u>	<u>Rollover Amount</u>
Cdn. \$ _____	_____	Cdn. \$ _____
_____	_____	_____
_____	_____	_____

() LIBOR Advance

<u>Amount</u>	<u>Term in Months</u>
U.S.\$ _____	_____
_____	_____
_____	_____

- (b) Type and amount of each Advance resulting from conversion (check appropriate boxes):

	<u>Amount</u>
() Prime Rate Advance	Cdn.\$ _____
() U.S. Base Rate Advance	U.S.\$ _____
() U.S. Prime Rate Advance	U.S.\$ _____
() Bankers' Acceptances (BA Equivalent Notes):	

<u>Amount</u>	<u>Term in Months</u>	<u>Rollover Amount</u>
Cdn. \$ _____	_____	Cdn. \$ _____
_____	_____	_____
_____	_____	_____

() LIBOR Advance

<u>Amount</u>	<u>Term in Months</u>
U.S.\$ _____	_____
_____	_____
_____	_____

3. The Borrower certifies that:

- (a) the representations and warranties of each of the Exchange Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof;
- (b) each of the Exchange Parties has fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it on or prior to the date hereof; and
- (c) no Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the aforementioned conversion.

Yours truly,

SCHEDULE C

FORM OF ISSUE NOTICE

[The Toronto-Dominion Bank, as Canadian Revolver Facility Lender]

[Address

Attention: •]

[The Toronto-Dominion Bank, as Canadian Swing Line Lender]

[Address

Attention: •]

[The Toronto-Dominion Bank, New York Branch, as U.S. Revolver Facility Lender]

[Address

Attention: •]

Dear Sirs:

The undersigned Borrower refers to the Seventh Amended and Restated Loan Agreement dated March 3, 2017 among, *inter alia*, Exchange Income Corporation and EIIIF Management USA, Inc., as Borrowers, the Agents and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement"), and hereby gives you notice pursuant to Section 5.2 of the Loan Agreement that the undersigned Borrower hereby requests an Issue under the Loan Agreement, and in that connection sets forth below the information relating to such Issue (the "Proposed Issue") as required by Section 5.2 of the Loan Agreement. All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Loan Agreement.

The Business Day of the Proposed Issue is • , •.

(g) The type of Letter is •.

(h) The aggregate Face Amount and currency of the Letter is **[insert amount and currency]**.

(i) The expiration date of the Letter is •.

(j) The name and address of the Beneficiary of the Letter is •. **[The purpose of the Letter is •.]**

(k) The undersigned Borrower certifies that:

(i) the representations and warranties of each of the Exchange Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof;

- (ii) each of the Exchange Parties has fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it on or prior to the date hereof; and
- (iii) no Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the issue of the aforementioned Letter.

Yours truly,

[EXCHANGE INCOME CORPORATION]

[EIIIF MANAGEMENT USA, INC.]

By: _____
Title

By: _____

By: _____
Title

By: _____

SCHEDULE D

COMPLIANCE CERTIFICATE

TO: [THE TORONTO-DOMINION BANK, as Canadian Agent]
[Toronto Dominion (Texas) LLC, as U.S. Agent]

Reference is made to the Seventh Amended and Restated Loan Agreement dated March 3, 2017 among, *inter alia*, Exchange Income Corporation and EIIIF Management USA, Inc., as Borrowers, the Agents and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement"). All capitalized terms used but not otherwise defined in this notice shall have the respective meanings set forth in the Loan Agreement. This [annual/quarterly] Compliance Certificate is delivered pursuant to Section 8.1(b)(i) of the Loan Agreement for the Financial [Year/Quarter] ending • (the "Period").

I, •, the • of the undersigned Borrower, in such capacity and not personally, hereby certify that:

1. I am the duly appointed • of the undersigned Borrower and as such I am providing this certificate for and on behalf of such Borrower pursuant to the Loan Agreement.
2. I am familiar with and have examined the provisions of the Loan Agreement including, without limitation, those of Articles 7, 8 and 9 therein.
3. To the best of my knowledge, information and belief, and after due inquiry;

(a) the representations and warranties of each of the Exchange Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof;

(b) each of the Exchange Parties have fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it at or prior to the date hereof;

(c) enclosed herewith is a copy of Schedule P to the Loan Agreement as at [date of last Financial Quarter] which has been blacklined to show changes to the copy of Schedule P most recently delivered to you with notes explaining the changes in reasonable detail;

(d) each of the Exchange Parties have paid all realty taxes due and payable by them during the Period; and

(e) no Default or Event of Default has occurred and is continuing as at the date hereof.

4. Without limiting the generality of Paragraph 3 above, the Exchange Parties were, at the end of the Period and as of the date of this Compliance Certificate, in compliance, in all material respects, with all applicable Environmental Laws.
5. The amounts and financial ratios referred to in Section 8.3 of the Loan Agreement for the Period or as of the end of the Period were as follows (detailed calculations are attached hereto as Annex I):

<u>Financing Ratio</u>	<u>Actual Amount</u>	<u>Required Amount of Limit</u>
(1) Leverage Ratio	•:1.0	Leverage Ratio Maximum ¹
(2) Total Debt Service Coverage Ratio	•:1.0	1.10:1.0

6. Certain additional compliance items referred to in the Loan Agreement for the Period or as of the end of the Period were as follows (detailed calculations are attached hereto as Annex I):

<u>Additional Compliance Terms</u>	<u>Actual Amount</u>	<u>Hedging Limits</u>
(a) Notional amount of Hedging Transactions (Aggregate) (See Annex "I" for particulars of all Hedging Transactions)	\$•	
(b) Notional amount of Hedging Transactions (Foreign Exchange)	\$•	\$ [REDACTED] U.S.
(c) Notional amount of Hedging Transactions (Interest Rate Swaps)	\$•	\$ [REDACTED] CDN
(d) Notional amount of Hedging Transactions (Commodity Hedging)	\$•	\$ [REDACTED] U.S.
(e) Notional Amount of Hedging Transactions (Cross Currency)	\$•	\$ [REDACTED] CDN
(f) Disposed Property Amount (Section 8.2 (c))	\$•	
(g) Purchase Money Debt	\$•	
(h) Corporate Distributions (Section 8.2 (j))	\$•	
(i) Distributable Cash (Section 8.2 (j))	\$•	
(j) Aggregate balance of all bank accounts established with non-Lender financial institutions for which no deposit account control agreement in favour of the Agent is in place (Section 8.2(y))	\$•	
(k) Intercompany Debt (Sections 8.1(b)(i) and 8.2(e)) (See	\$•	

¹ The Leverage Ratio Maximum is as follows: 3.00x

Annex "I" for particulars of Intercompany Debt)		
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7. Based on the Leverage Ratio for the Financial Quarter ending • the Applicable Margin to become effective on • is:

Prime Rate Advances U.S. Base Rate Advances U.S. Prime Rate Advances	Bankers' Acceptances BA Equivalent Notes LIBOR Advances	Commitment Fee
• basis points	• basis points	• basis points

8. EBITDA Test

Requirement: The aggregate Consolidated EBITDA of the Exchange Parties will always be at least 80% of the Borrowers' Consolidated EBITDA.

Consolidated EBITDA of Borrowers (excluding Consolidated EBITDA of entities which are not Exchange Parties) = _____ = •%
Consolidated EBITDA of Borrowers (including Consolidated EBITDA of entities which are not Exchange Parties)

9. Asset Test

Requirement: The aggregate balance sheet value of the Collateral will always be at least 80% of the Consolidated Net Tangible Assets of the Borrowers.

Consolidated Net Tangible Assets of Borrowers (excluding Net Tangible Assets of entities which are not Exchange Parties) = _____ = •%
Consolidated Net Tangible Assets of Borrowers (including Net Tangible Assets of entities which are not Exchange Parties)

DATED this day of , 20••

[EXCHANGE INCOME CORPORATION]

Per: _____

Name:
Title: Chief Financial Officer

[EIIIF MANAGEMENT USA, INC.]

Per: _____

Name:
Title: Chief Financial Officer

ANNEX "I"
DETAILED CALCULATIONS

SCHEDULE E

SUBSIDIARIES AND LOCATIONS OF COLLATERAL

[See references in Sections 7.1(i)]

Subsidiary Name	Address(es) where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
Exchange Income Corporation	1067 Sherwin Road Winnipeg, MB R3H 0T8	Canada	Public Corporation - widely held	Manitoba
Perimeter Aviation LP and Perimeter Aviation GP Inc.	626 Ferry Road Winnipeg International Airport Winnipeg MB R3H 0T7 Thompson Airport, South Terminal PO Box 1227 Thompson MB R8N 1P1 Site #5 Parcel 2 Plan 6163 PLTN - Stevenson Island Site #2 Parcel 2 Plan 6163 PLTO - Stevenson Island	Manitoba	Perimeter Aviation LP - 100% of GP Units issued to Perimeter Aviation GP Inc. and 100% of LP Units issued to Exchange Income Corporation Perimeter Aviation GP Inc. - 100% of common shares issued to Exchange Income Corporation	Manitoba Nunavut
7328010 Canada Ltd.	50 Morberg Way Winnipeg International Airport Winnipeg MB R3H 0A4	Manitoba	100% common shares issued to Exchange Income Corporation	Manitoba
Keewatin Air LP and Keewatin Air GP Inc.	Rankin Inlet Airport Rankin Inlet NU X0C 0H0 Churchill Airport Churchill MB R0B 0E0 50 Morberg Way	Manitoba	Keewatin Air LP - 100% of GP Units issued to Keewatin Air GP Inc. and 100% of LP Units issued to Exchange Income Corporation Keewatin Air GP	Manitoba Nunavut

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Winnipeg, MB R3H 0A4 (Calm Air) Iqaluit Airport Iqaluit, NU X0A 0H0		Inc. - 100% of common shares issued to Exchange Income Corporation	
4873999 Manitoba Ltd.	626 Ferry Road Winnipeg International Airport Winnipeg MB R3H 0T7	Manitoba	100% common shares issued to Exchange Income Corporation	Manitoba
WBM GP Inc.	200 Ellis Drive Acheson Ind. Park Acheson AB T7X 5A7 16712 - 118 Avenue Edmonton AB T5V 1P7 11950-167 Street Edmonton AB T5V 1N7 108 and 109, 10101-118 Street, Grande Prairie AB T8V 3X9 3611 - 60 Ave. SE, Calgary, Alberta T2C 2E5 #7&8, 7419 - 50th (Gaetz) Ave. Red Deer, Alberta T4P 1M5 Bay 1, 4002 9th Ave North Lethbridge, Alberta T1H 6T8	Canada	100% common shares issued to Exchange Income Corporation	Alberta British Columbia Saskatchewan

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	#112, 20575 Langley Bypass Langley, British Columbia V3A 5E8 1112 5th Street, Estevan, SK, S4A 0Z4			
Overlanders Manufacturing LP	30320 Fraser Highway Abbotsford BC V4X 1G1 2285 Queen Street, Abbotsford, BC	Manitoba	100% of GP Units issued to OM GP Inc. and 100% of LP Units issued to Exchange Income Corporation	British Columbia
OM GP Inc.	30320 Fraser Highway Abbotsford BC V4X 1G1 2285 Queen Street, Abbotsford, BC	Manitoba	100% common shares issued to Exchange Income Corporation	British Columbia
Water Blast Manufacturing LP	16712 - 118 Avenue Edmonton AB T5V 1P7 11950-167 Street Edmonton AB T5V 1N7 9641 and 9639 - 116 Street Grande Prairie AB T8V 5W3 3611 - 60 Ave. SE, Calgary, Alberta T2C 2E5 #7&8, 7419 - 50th (Gaetz) Ave. Red Deer, Alberta T4P 1M5 Bay 1, 4002 9th	Manitoba	100% of GP units issued to WBM GP Inc. and 100% of LP Units issued to Exchange Income Corporation	Alberta British Columbia Saskatchewan

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Ave North Lethbridge, Alberta T1H 6T8 #112, 20575 Langley Bypass Langley, British Columbia V3A 5E8 1112 5th Street, Estevan, SK, S4A 0Z4			
EIIF Management USA, Inc.	4455 W. Kearney, Springfield, MO 65803 4320 W. Kearney, Springfield, MO 65803	Delaware	100% common shares issued to Exchange Income Corporation	Missouri
Stainless Fabrication, Inc.	4455 W. Kearney, Springfield, MO 65803 4320 W. Kearney, Springfield, MO 65803	Missouri	100% common shares issued to EIIF Management USA, Inc. (in possession of U.S. Agent)	Missouri
Calm Air International LP and Calm Air GP Inc.	90 Thompson Drive, Thompson, Manitoba, R8N 1Y8 (Expires May 31, 2017 and not being renewed) 51 Fox Bay, Thompson, Manitoba, R8N 1E9 76 Fox Bay, Thompson, Manitoba, R8N 1G1 50 square meters,	Canada Manitoba	Calm Air International LP - 100% of GP Units issued to Calm Air GP Inc. and 100% of LP Units issued to Exchange Income Corporation Calm Air GP Inc. - 100% of the common shares issued to Exchange Income Corporation	Manitoba Nunavut

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	more or less, located west of the Air Terminal Building, in and about the Thompson Airport, Manitoba. 32.37 square meters of ticket counter space, 30.14 square meters of office space, 18.96 square meters of operations/reservations space, 27.0 square meters of baggage space, 28.0 square meters of vehicle storage space, and 30.21 square meters of cargo space, all at the Thompson Airport, Manitoba. 16,722.54 square meters, more or less, lying or being comprised in the Thompson Airport, Manitoba. 900 Ferry Road, Winnipeg, Manitoba R2Y 0Y8 (Government Air building) 930 Ferry Road, Winnipeg, Manitoba R2Y 0Y8 958 Ferry Road,			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Winnipeg, Manitoba R2Y 0Y8 (Western Canada Aviation Museum) Certain lands forming part of the Airport as shown on Drawing No. 407N612C which forms a schedule to Sublease Agreement dated February 1, 2012 between WAA and EIC (WAA-973) Certain lands and premises as outlined on Drawing No. 407N472B which forms a schedule to Supplemental Agreement dated March 1, 2007, between the Winnipeg Airports Authority Inc. and Calm Air International Ltd. (now Calm Air International LP), Winnipeg, Manitoba (WAA-641). Certain parts of the Airport in the Air Terminal Building and Administrative Building at the Airport, the location of which is shown on Drawing No.			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	407N559 by way of a lease agreement between the Winnipeg Airports Authority Inc. and Calm Air International LP, Winnipeg, Manitoba (WAA-911). One ramp parking stall on Apron 1 at the Winnipeg Airport 16,722 square meters located north of North Hangar Road in the Thompson Airport, Manitoba 30.26 square meters of space located in the Air Terminal Building at the Coral Harbour Airport, at Coral Harbour in the Nunavut Territory 24.04 square meters of space located in the Air Terminal Building at the Whale Cove Airport, at Whale Cove in the Nunavut Territory 27.51 square meters of space located in the Air Terminal Building at the			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Arviat Airport, at Arviat in the Nunavut Territory 44.35 square meters of space located in the Air Terminal Building at the Baker Lake Airport, at Baker Lake in the Nunavut Territory 24.04 square meters of space located in the Air Terminal Building at the Chesterfield Inlet Airport, at Chesterfield Inlet in the Nunavut Territory 93.03 square meters of space located in the Air Terminal Building at the Rankin Inlet Airport, at Rankin Inlet in the Nunavut Territory 117.37 square meters of land located at the Repulse Bay Airport at Repulse Bay in the Nunavut Territory. Lot 1000, Quad 46L/9, CLSR 68910 LTO 1602 117.37 square meters of land located at the Whale Cove Airport at			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Whale Cove in the Nunavut Territory. Lot 1000, Quad 55K/2, CLSR 68951 LTO 1609 117.37 square meters of land located at the Chesterfield Inlet Airport at Chesterfield Inlet in the Nunavut Territory. Lot 1000, Quad 55/07, CLSR 68920 LTO 1601 117.37 square meters of land located at the Coral Harbour Airport at Coral Harbour in the Nunavut Territory. Lot 7, Group 1080, CLSR 43060 1216 LTO 182 940 square meters of land located at the Arviat Airport at Arviat in the Nunavut Territory. Lot 1000, Quad 55E/1, CLSR 68950 LTO 1607 3000 square meters of land located at the Baker Lake Airport at Baker Lake in the Nunavut Territory. Lot 1002, Quad 66A/8/9, CLSR69958 LTO			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	1748 248 square feet of office space, 147 square feet of counter area and 951 square feet of baggage space plus 70 square feet of common area at the Gillam Airport Terminal Building in the Townsite of Gillam, in Manitoba. Office space of approximately 14.5 square meters and Ticket Counter Space of approximately 11.16 square meters in Flin Flon. 1338.5 square meters of land more or less, situated and being comprised at Churchill Airport, Manitoba, together with the lessor's hangar T034 Certain space in the Air Terminal Building at Churchill Airport, Manitoba as follows: 13.31 square meters of Ticket Counter Space; 16.71 square meters of Office Space; 25.79 square			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	meters of Industrial Space; and 11.22 square meters of Common space (industrial). 3727.6 square meters of the land and the building (T035) at Churchill Airport, Manitoba. 5 electrified parking stalls (#19, 20, 21, 22, and 25) located at the Air Terminal Building, Churchill Airport, Manitoba, and certain space in the Air Terminal Building at Churchill Airport, Manitoba, as follows: 3.76 square meters of Ticket Counter space; and 3.74 square meters of Common Area space. Certain space in the Air Terminal Building at The Pas Airport, comprised of a Ticket Counter, Office, and Industrial space, and 2 parking stalls. 40A Orcade Bay, Churchill, Manitoba 40B Orcade Bay, Churchill, Manitoba			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Three furnished hotel suites in Baker Lake, in the Nunavut Territory 17.64 square meters of space located in the Air Terminal Building at Repulse Bay Airport, in the Nunavut Territory 180 square feet of ground space at Lac Brochet Airport, Lac Brochet, Manitoba 180 square feet of ground space at Brochet Airport, Brochet, Manitoba 180 square feet of ground space at Tadoule Lake Airport, Tadoule Lake, Manitoba 180 square feet of ground space at Shamattaw Airport, Shamatta, Manitoba 180 square feet of ground space at Gods River Airport, Gods River, Manitoba 180 square feet of ground space at Gods Lake Narrows Airport, Gods Lake			

Subsidiary Name	Address(es) where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Narrows, Manitoba Rankin Inlet Crew house at Lot 790 No. 3683, Rankin Inlet			
Bearskin GP Inc. Bearskin Lake Air Service LP.	28.5 square meters at Fort Frances Airport Advertising Sign in Air Terminal Building of the Sault St. Marie Airport 17.1 square meters at the St. Saint Marie Airport 15.56 square meters at the Kenora Airport 24 square meters at the Red Lake Airport 162.8 square meters at the Greater Sudbury Airport, along with a parking area for an aircraft Counter, office and baggage space at the Timmins Airport 1040 square feet at Bay 24 - 1865 Sargent Avenue, Winnipeg, Manitoba	Canada Manitoba	Bearskin GP Inc. - 100% of the common shares issued to Exchange Income Corporation Bearskin Air Lake Service LP - GP Unit held by Bearskin GP Inc., LP Units held by Exchange Income Corporation	Manitoba Ontario

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	2.56 Acres in the District of Kenora, Patricia portion 9 26 square meters and 41.20 square meters at the Winnipeg Airport 70.19 square meters at the Thunder Bay Airport 11,049.6 square meters at the Thunder Bay Airport 6,821 square meters at the Thunder Bay Airport 845 square feet at the Sioux Lookout Airport 121.9 x. 60.9 meters at the Sioux Lookout Airport 2,847 square feet at 1465 and 1475 West Walsh Street, Thunder Bay, Ontario 14 sq. meters Counter space and office at the North Bay Airport			
Westtower Communications Ltd.	17852/17886 55 th Ave.	Manitoba	100% common shares issued to	British Columbia

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Surrey, British Columbia V3S 6C9 4933 46th St. Thorsby, Alberta T0C 2P0 2047 Township Road Thorsby, Alberta T0C 2P0 3815-2 Street, NE Calgary, Alberta T2E 3A8 231 – 38th Ave NE Calgary, Alberta T2E 2M2 17838 106A Avenue NW Edmonton, Alberta T5S 1V3 519 Avenue South Saskatoon, Saskatchewan S7M ZA5 325 Parkdale Road St. Andrews, Manitoba R1A 3N9 60 South Field Dr. Elmira, Ontario N3B 2Z6 35 Union Street Elmira, Ontario 735 Harold Crescent Thunder		Exchange Income Corporation	Alberta Saskatchewan Manitoba Ontario Nova Scotia Newfoundland Quebec

Subsidiary Name	Address(es) where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Bay, ON P7C 5H8 4615/4671 HWY #2 Wellington, NS B2T 1K6 47 Harding Road St. John's, Newfoundland A1E 3Y4 8700 De L'Innovation Anjou, Quebec H1J 2X9			
Custom Helicopters Ltd.	114 Arctic Drive, Thompson, Manitoba 711 South Gate Road, St. Andrews, Manitoba 401 Helicopter Drive, St. Andrews, Manitoba 113 square feet of office space at Island Lake Airport Unit 76-64, Area 6, Rankin Inlet, Nunavut 1 Bed apartment 903-424 Princeton Dr. Thompson, MB Lot 1, Block 2, Plan 852 PLTO (N Div), Gillam Lot 1, Block 2, Plan	Manitoba	100% common shares issued to Exchange Income Corporation	Manitoba

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	6691 PLTO (N Div) Stevenson Island, Manitoba, R0B 2H0 P NE 11-085-18E Lot 6 Plan Landing Lake, CLB Gillam P NE 23-056-19E Lot 3 Plan 6163 PLTN P NW 24-056-19E Lot 2,4,5 Plan 6163 PLTN Stevenson Island Lot 5 Block 2 Plan 26874 PLTO Stevenson Island PNW 12-056-26W SE LS 12 North of parcel D Plan 7247 PLTO The Pas 13-212 Kelsey Blvd., Churchill MB, apartment lease Part of Lot 1 and Part of Lot 2 Plan No. 7602 Thompson Lot H4 North Hangar Rd. Thompson			
Regional One, Inc.	Court, Miami, Florida, 33138 6464 NE 4th Court, Miami, Florida, 33138	Florida	100% common shares issued to EIIIF Management USA, Inc. (in possession of US Agent)	Florida Illinois Texas Ohio

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	375 NE 72nd Terr Miami, Florida, 33138			Maine
	355 NE 72nd Terr Miami, Florida, 33138			Manitoba
	7250 NE 4th Court Miami, Florida, 33138			Newfoundla nd
	Aero Direct 860 Chaddick Drive, Building A, Wheeling, IL			Ontario
	Texas Air Composites 15050 Trinity Boulevard Fort Worth, TX 76155			Spain
	PSA Airlines, Inc. 3400 Terminal Drive Vandalia, Ohio 45377			Slovenia
	Regional Jet OU Sepise 1, 11415, Tallinn, Estonia			Estonia
	Adria Airways Zgornji Brnik 130h 4210 Brnik, Slovenia			South Africa
	Solinair Zgornji Brnik 130t 4210 Brnik, Slovenia			Denmark
	Air Nostrum			Sweden
				Mexico
				Germany
				United Arab Emirates
				South Korea

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Avenida Comarques del Pais 2 Valencia, Spain Global Reach Aviation Maglehojvej 14 3300 Fredriksvaerk Denmark Elite Airways 50 Portland Pier Portland, Maine 04101 Transportes Aeromar Terminal de Aviacion General Hangar No. 1, Zona D 15620 Mexico City Air Georgian 2450 Derry Road East Hangar 2, Bay 3 Mississauga, Ontario Canada Lufthansa Technik Aero Alzey Engine Lease Services & Support Rudolf-Diesel-Strasse 10 55232 Alzey, Germany Provincial Aerospace Hangar No 1, St. Johns Airport			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	St. Johns, Newfoundland, Canada Calm Air 930 Ferry Road Winnipeg, MB Canada Scandinavian Airlines System Frosundaviks Alle 1 SE-195 87 Stockholm Sweden Kingman Airline Services, Inc. 9900 Flightline Drive Kingman, Arizona 86401 Mesa Airlines, Inc. 410 N. 44th Street, Suite 700 Phoenix, AZ 85008 MTU Maintenance Berlin-Brandenburg Dr. Ernst Zimmermann Strasse 2 14974 Ludwigsfelde Germany Vector Aerospace 800 Aerospace Blvd Hangar 8 Slemon Park, Prince Edward Island, Canada			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	ExecuJet Middle East LLC Dubai Airport Free Zone Dubai United Arab Emirates CemAir (Pty) Ltd Hangar 6 Bonaero Park, 1622, South Africa Jet AirParts, LLC 3015 N Summit St., Arkansas City, KS 67005 MnM Aircraft Component Holdings 2301 NW 33rd Court Unit #107 Pompano Beach FL 33069 Skyways Technics A/S Lufthavnsvej 1B, 6400 Sonderborg, Denmark Rheinland Air Service Flughafenstrasse 31 42066 Monchengladbach Germany Korea Express Air 2nd Floor, Hangkong Building,			

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	#23-2 Ganghuang, South Korea			
Dallas Sailer Enterprises, Inc.	Units 18, 19 and 20 of 3625 Saratoga Avenue, Bismark, North Dakota, 58503 406 – 8 th Avenue E Williston North Dakota 58801	North Dakota	100% common stock issued to EEIF Management USA, Inc. (in possession of U.S. Agent)	North Dakota
R1 GP Inc. R1 Canada LP	1067 Sherwin Road Winnipeg MB R3H 0T8	Canada Manitoba	R1 GP Inc. - 100% of the common shares issued to Exchange Income Corporation R1 Canada LP - GP Unit held by R1 GP Inc., LP Units held by Exchange Income Corporation	Manitoba
8900973 Canada Ltd.	1067 Sherwin Road Winnipeg MB R3H 0T8	Canada	100% common shares issued to Exchange Income Corporation	Manitoba
EIC LUXEMBOURG SÀRL	6, rue Jean Monnet, L-2180 Luxembourg, Grand-Duchy of Luxembourg	Luxembourg	100% shares issued to 8900973 Canada Ltd.	Luxembourg
PAL Aerospace Ltd.	Hangar No. 1 and Hangar No. 6 St. John's International Airport St. John's, NL 637 and 647 Barnes Drive	Newfoundland and Labrador	100% common stock issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Newfoundland Nova Scotia British Columbia

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Halifax International Airport Enfield, NS Hangar No. 7 Comox Airport Comox, BC			
DECA Aviation Engineering Limited	7050 Telford Way, Suite 200 Mississauga, ON	Ontario	100% common stock issued to PAL Aerospace Ltd., 100% common stock of PAL Aerospace Ltd. issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Ontario
PAL Airlines Ltd.	Hangar No. 1 St. John's International Airport St. John's, NL 647 Barnes Drive Halifax International Airport Enfield, NS 9025 Ryan Avenue Dorval, Quebec 6 Rendell Crescent, Happy Valley, Goose Bay, Labrador	Canada	100% common stock issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Newfoundland Nova Scotia Quebec
PAL Aviation Services Ltd.	Hangar #1 St. John's International Airport St. John's, NL	Canada	100% common stock issued to Provincial Aerospace Ltd., 100% of common stock of Provincial	N/A

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
			Aerospace Ltd. issued to Exchange Income Corporation	
PAL Aero Services Ltd.	Hangar No. 1 and Hangar No. 4 St. John's International Airport St. John's, NL	Canada	100% common stock issued to PAL Aviation Services Ltd., 100% common stock of PAL Aviation Services Ltd. issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Newfoundland
PAL Aviation Properties Ltd.	Hangar No. 4 St. John's International Airport St. John's, NL 657 Barnes Drive Halifax International Airport Enfield, NS	Canada	100% common stock issued to PAL Aviation Services Ltd., 100% common stock of PAL Aviation Services Ltd. issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Newfoundland Nova Scotia
Provincial Aerospace Ltd.	Hangar No. 1, Hangar No. 2 and Hangar No. 3 St. John's International Airport St. John's, NL Hangar No. 18 1 Centralia Drive Goose Bay Airport Goose Bay, NL Hangar No. 14	Canada	100% of common stock issued to Exchange Income Corporation	Newfoundland Nova Scotia

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
	Dakota Drive Goose Bay Airport Goose Bay, NL 637, 647 and 657 Barnes Drive Halifax International Airport Enfield, NS			
Provincial Airlines (Curacao) Limited BV	Curacao	Curacao	100% owned by PAL Aerospace Ltd.	n/a
Provincial Aerospace Netherlands BV	Netherlands	Netherlands	100% owned by PAL Aerospace Ltd.	n/a
PAL Middle East FZE	United Arab Emirates	Ras al-Khaimah, United Arab Emirates	100% owned by PAL Aerospace Ltd.	n/a
PAL Aerospace Services Aircraft Maintenance LLC	United Arab Emirates	Abu Dhabi, United Arab Emirates	49% owned by PAL Middle East FZE	n/a
Innu Mikun Inc.	Newfoundland and Labrador	Newfoundland and Labrador	49% owned by PAL Airlines Ltd.	n/a
Innu Mikun Limited Partnership	Newfoundland and Labrador	Newfoundland and Labrador	48.995% owned by PAL Airlines Ltd.	n/a
Ben Machine Products Company Incorporated	Unit 1, 8065 Huntington Road, Vaughan, ON, L4H 3T9	Ontario	100% owned by Exchange Income Corporation	Ontario
Central Point Procurement Inc.	One Allen Dyne Road, Winnipeg, MB R3H 0Z9	Canada	100% owned by Exchange Income Corporation	Manitoba
Team J.A.S., Inc.	849 Baymeadows Way Jacksonville FL 32256	Florida	100% common shares issued to EIIIF Management USA, Inc. (in possession of US Agent)	Florida
CarteNav Solutions Inc.	1959 Upper Water Street Suite 1700, Purdy's Tower 1 Halifax, Nova Scotia	Canada	100% common stock issued to PAL Aerospace Ltd., 100% common stock of PAL Aerospace Ltd. issued to Provincial Aerospace Ltd., 100% of	Nova Scotia

Subsidiary Name	Address(es)where business carried out	Jurisdiction of Incorporation/ Formation	Percentage of issued capital stock/units owned by Exchange Parties	Location of Collateral
			common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	
Airpro SAR Services Inc.	530-360 Albert Street Ottawa ON	Canada	49% owned by PAL Aerospace Ltd., 100% common stock of PAL Aerospace Ltd. issued to Provincial Aerospace Ltd., 100% of common stock of Provincial Aerospace Ltd. issued to Exchange Income Corporation	Ontario
EIC Aircraft Leasing Limited	3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland	Ireland	100% owned by Exchange Income Corporation	Air Nostrum Avda. Comarques del País Valencià, 2 46930 Quart de Poblet (Valencia) Spain

The Directors of Exchange Income Corporation are as follows:

Brad Bennett
Gary Buckley
Gary Filmon
Duncan Jessiman
Serena Kraayeveld
Jeffrey Olin
Michael Pyle
Donald Streuber
Edward Warkentin
Allan Davis

The Officers of Exchange Income Corporation are as follows:

Gary Filmon - Chairman
Adam Terwin – Chief Corporate Development Officer
Michael Pyle – Chief Executive Officer

Dianne Spencer – Secretary

Duncan Jessiman – Executive Vice-Chairman

Darwin Sparrow –Chief Operating Officer

Carmelee Peter – President

Tamara Schock - Chief Financial Officer

Gary Beaurivage – Vice-President and Chief Operating Officer of Aviation

SCHEDULE F
LITIGATION

[See references in Section 7.1(e)]

Nil.

SCHEDULE G

PERMITTED LIENS AND PERMITTED DEBT

[See references in Sections 1.1 and 7.1(j)]

Debtor: Calm Air International Ltd.

Registration No.	Jurisdiction	Secured Party	Expiry Date	Collateral Particulars
104962287	Saskatchewan	Manitoba Development Corporation	N/A	Affidavit re Debenture \$250,000.00

Debtor: Regional One, Inc.

Regional One Terms and Conditions - C&M ATP's 2025 CS-TGX 2049 CS-TGY & 2018 CS-TFJ from Inflight (Southend) Ltd. dated September 28, 2010 (Regional One is holding several aircraft in the United Kingdom with Inflight (Southend) Ltd. Inflight (Southend) Ltd. will not release the aircraft from their custody if Regional One, Inc. is not making its payments under the storage contract.)

UCC #201002028637 filed by INTELLIPACK, INC. on February 17, 2010, as may have been continued or amended.

UCC #201308213016 filed by Willis Lease Finance Corporation on January 8, 2013, as may have been continued or amended.

UCC #201308525123 filed by Willis Lease Finance Corporation on February 28, 2013, as may have been continued or amended.

Saxon Business Systems General Terms and Conditions for (2) Xerox 6400x machines, dated July 15, 2010.

Saxon Business Systems Lease Agreement with Regional One, Inc., for 1 Xerox Workcentre 3550x, undated.

Consignment Agreement between Regional One, Inc. and Jet Airparts, LLC, dated February 6, 2013.

Consignment Agreement between Regional One, Inc. and Willis Lease Finance Corporation, dated January 7, 2013.

Tear Down Agreement between Regional One and MTU Maintenance Berlin-Brandenburg GmbH, dated February 7, 2013.

Intellipack Transaction Terms Agreement, dated May 17, 2011, among Pregis Intellipack Corporation and Regional One, Inc.

First priority security interest in \$623,753.22 cash collateral granted to PNC Bank, National Association pursuant to a payout letter.

Debtor: Provincial Aerospace Ltd.

A registration in favour of Canadian Imperial Bank of Commerce in connection with the cash collateralization of those cash collateralized Letters of Credit issued in favour of Provincial Aerospace Ltd. set out in Schedule Q.

Newfoundland and Labrador

Registration No. / Date	Secured Party	Collateral Description
4640419 December 13, 2005	General Electric Canada Real Estate Finance Inc. GE Canada Equipment Financing G.P. (Assigned to National Bank)	All present and future undertakings and personal property, the leasehold interest of the Debtor in real property, chattels, fixtures, buildings, inventory, equipment, accounts, documents, monies, all property and assets and all proceeds thereof situate and used exclusively in connection with the buildings and structures known as Hangar No. 1 at St. John's International Airport, St. John's Newfoundland. All as described in the Agreement between the parties and as more particularly described in the search results.
4640437 December 13, 2005	General Electric Canada Real Estate Finance Inc. (Assigned to National Bank)	Assignment of Leases - All of the Debtor's right, title, estate and interest in and to the leases and all benefits and advantages therefrom and of all covenants and agreements contained in the leases as more particularly described in the search results.
Mortgage No. 102856 registered December 9, 2005 Assignment of Sublease No. 102857 registered December 9, 2005	General Electric Canada Real Estate Finance Inc. (assigned to National Bank)	Hangar #1, 114 R.C.A.F. Road, St. John's International Airport, St. John's, Newfoundland Hangar #2, 134 R.C.A.F. Road, St. John's International Airport, St. John's, Newfoundland Hangar #3, 160 R.C.A.F. Road, St. John's International Airport, St. John's, Newfoundland
9733513 February 7, 2012	491549 Alberta Ltd. Royal Bank of Canada	Leased Aircraft - One aircraft including engines and propellers; all appliances, components, parts, instruments, navigational and communications equipment; all technical data, manuals, log books, records, documents of title, agreements, licenses, warranties, guarantees, indemnifications, service contracts, ownership certificates and other documents relating to the aircraft; all contracts or policies of insurance covering the aircraft; all leases or other contracts pursuant to which the debtor shall lease, sublease, charter or part with possession of the aircraft for compensation; all

		representations, warranties, covenants and indemnities of any manufacturer or vendor; all replacements, renewals, additions and accessions to and substitutions for any of the foregoing collateral; and proceeds. All as more particularly described in the search results. Serial Numbered Collateral: S/N CGJDE Aircraft 1976 DeHavilland DHC-6-300 S/N 471 Aircraft 1976 DeHavilland DHC-6-300
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Nova Scotia

Registration No. / Date	Secured Party	Collateral Description
18940544 December 13, 2011	HSBC Bank Canada	Leased Aircraft - Beechcraft King Air 3501 MSNFL-783 as more particularly described in the search results.

Debtor: PAL Airlines Ltd.

Newfoundland and Labrador

Registration No. / Date	Secured Party	Collateral Description
10194132 July 25, 2012	US Bank National Association Bank of America, National Association Fairbrook Leasing, Inc. EKN E. Exportkreditnamnden Saab AB	Leased Aircraft - One aircraft including engines and propellers; all appliances, components, parts, instruments, navigational and communications equipment; any and all bills of sale in respect of the aircraft; all technical data, manuals, log books, records, documents of title, agreements, licenses, warranties, guarantees, indemnifications, service contracts, ownership certificates and other documents relating to the aircraft; all contracts or policies of insurance covering the aircraft; all leases or other contracts pursuant to which the debtor shall lease, sublease, charter or part with possession of the aircraft for compensation; all representations, warranties, covenants and indemnities of any manufacturer or vendor; all payments or proceeds payable to debtor with respect to the aircraft; all replacements, renewals, additions and accessions to and substitutions for any of the foregoing collateral; all contracts, agreements and instruments relating to the aircraft; and proceeds. All as more particularly described in the search results. Serial Numbered Collateral:

		S/N CGPAJ Aircraft Saab 340B MSN 416
10289676 August 28, 2012	US Bank National Association Banc of America Leasing & Capital, LLC	Leased Aircraft - One aircraft including engines and propellers; all appliances, components, parts, instruments, navigational and communications equipment; any and all bills of sale in respect of the aircraft; all technical data, manuals, log books, records, documents of title, agreements, licenses, warranties, guarantees, indemnifications, service contracts, ownership certificates and other documents relating to the aircraft; all contracts or policies of insurance covering the aircraft; all leases or other contracts pursuant to which the debtor shall lease, sublease, charter or part with possession of the aircraft for compensation; all representations, warranties, covenants and indemnities of any manufacturer or vendor; all payments or proceeds payable to debtor with respect to the aircraft; all replacements, renewals, additions and accessions to and substitutions for any of the foregoing collateral; all contracts, agreements and instruments relating to the aircraft; and proceeds. All as more particularly described in the search results. Serial Numbered Collateral: S/N CGPAO Aircraft Saab 340B MSN 407
11863206 April 23, 2014	Aircraft Solutions LUX XI S.A.R.L.	Leased Aircraft - As per Lease Agreement dated April 17, 2014, one aircraft together with any airframe, engine and/or propeller and parts and any of the records, logs, manuals, technical data, computer software and other materials relating thereto as more particularly described in the search results. Serial Numbered Collateral: 1 aircraft as more particularly described in the search results.
12089462 June 30, 2014	US Bank National Association Banc of America Leasing & Capital, LLC	Leased Aircraft - One aircraft including engines and propellers; all appliances, components, parts, instruments, navigational and communications equipment; any and all bills of sale in respect of the aircraft; all technical data, manuals, log books, records, documents of title, agreements, licenses, warranties, guarantees, indemnifications, service contracts, ownership certificates and other documents relating to the aircraft; all contracts or policies of insurance covering the aircraft; all leases or other contracts pursuant to which the debtor shall lease, sublease, charter or part with possession of

		the aircraft for compensation; all representations, warranties, covenants and indemnities of any manufacturer or vendor; all payments or proceeds payable to debtor with respect to the aircraft; all replacements, renewals, additions and accessions to and substitutions for any of the foregoing collateral; all contracts, agreements and instruments relating to the aircraft; and proceeds. All as more particularly described in the search results. Serial Numbered Collateral: S/N CGPAO Aircraft Saab 340B MSN 407
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International Registry for International Interests in Mobile Equipment

Registration No. / Date	Secured Party	Collateral Description
1091145 May 12, 2014	Aircraft Solutions Lux XI SARL	Aircraft (Registration: C-GYCV; s/n: 487)
1091146 May 12, 2014	Aircraft Solutions Lux XI SARL	Engine (s/n: AE0118)
1091147 May 12, 2014	Aircraft Solutions Lux XI SARL	Engine (s/n: AE0026)
1111894 July 31, 2014	Wells Fargo Bank, National Association	Aircraft (Registration: C-GYCV; s/n: 487)
1111895 July 31, 2014	Wells Fargo Bank, National Association	Engine (s/n: AE0026)
1126645 October 2, 2014	U.S. Bank National Association	Aircraft (Registration: C-GPAO; s/n: 340B-407)
1126646 October 2, 2014	U.S. Bank National Association	Engine (s/n: 785663)
1126647 October 2, 2014	U.S. Bank National Association	Engine (s/n: 785675)

Debtor: PAL Aerospace Ltd.

A registration in favour of Canadian Imperial Bank of Commerce in connection with the cash collateralization of those cash collateralized Letters of Credit issued in favour of PAL Aerospace Ltd. set out in Schedule Q.

Newfoundland and Labrador

Registration No. / Date	Secured Party	Collateral Description
10894152 April 18, 2013	Royal Bank of Canada	Leased Aircraft - One aircraft, all parts, all logs, manuals and data and inspections, modification, maintenance, engineering, technical and overhaul records and all insurance policies relating to the aircraft, insurance and reacquisition proceeds, present

		and future third party agreements and all proceeds of the foregoing. All as more particularly described in the search results. Serial Numbered Collateral: S/N CFJIC Aircraft Cessna 750
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International Registry for International Interests in Mobile Equipment

Registration No. / Date	Secured Party	Collateral Description
973082 April 19, 2013	J-1 Contracting Ltd. / Royal Bank of Canada	Aircraft (Registration: C-FJIC; s/n: 750-0020)
985638 May 15, 2013	Cessna Finance Corporation	Aircraft (Registration: C-FJIC; s/n: 750-0020)
1077274 March 21, 2014	Royal Bank of Canada	Aircraft (Registration: C-FJIC; s/n: 750-0020)
1077293 March 21, 2014	Royal Bank of Canada	Aircraft (Registration: C-FJIC; s/n: 750-0020)

Permitted Debt

1. \$520,000 owing pursuant to certain promissory notes issued January 16, 2014 in favour of the [REDACTED]
2. \$1,005,752.96 owing to [REDACTED] pursuant to a loan agreement secured by a Mortgage over certain lands at the St. John's International Airport dated December 5, 2005.
3. \$615,793 owing to [REDACTED] pursuant to certain Contribution Agreements dated on or about October 21, 2005, October 15, 2013 and May 13, 2013.
4. Team J.A.S. has two letters of credit outstanding:
 - (a) USD \$160,737.35 - Beneficiary - [REDACTED] and
 - (b) USD \$321,474.40 - Beneficiary - [REDACTED]

SCHEDULE H
INTELLECTUAL PROPERTY

[See references in Section 7.1(l)]

CANADA

Trademarks Registered:

CA & Design

Water Blast Manufacturing LP

WESTOWER & Design (registration not yet complete)

WESTOWER COMMUNICATIONS (registration not yet complete)

Provincial Airlines

Provincial Airlines Limited Airborne Maritime Surveillance Division

Special Missions Logo

PAL (Aerospace) Logo (Oval)

Provincial Aerospace

Provincial Aviation Maintenance Services

Provincial Aviation Maintenance Services Logo

PAL (Airline) Logo (Rectangular)

Interprovincial Airlines/Interprovincial Design

FlyPal (application filed, registration not yet issued)

FlyPal Design Logo (application filed, registration not yet issued)

Innu Mikun (jointly owned)

Innu Mikun Airlines (jointly owned)

Tradenames:

Nunavut Lifeline

Kivalliq Air

Bear Country

Hotsy Water Blast – Edmonton, Alberta

Hotsy of Southern Alberta – Lethbridge, Alberta

Hotsy Estevan – Estevan, Saskatchewan

Hotsy BC – Langley, British Columbia

Hotsy Cleaning Systems - Red Deer, Alberta

Hotsy Cleaning Systems – Calgary, Alberta

Hotsy Pressure Wash Systems - Grande Prairie, Alberta

Storm King – all locations

AIMS-ISR

Domain Names:

Perimeter.ca

Eicets.com

Maintenance STC's

Gas Spring Cargo Door Retainer

Hartzell Propeller Installation

Exchangepetroleum.net

Exchangepetroleum.ca

Exchangepetroleum.com

Churchillfuel.ca

Winnipeg204.com

Yrlfuel.ca

Ythfueld.ca

Ywgfueled.ca

Yyqfuel.ca

Keewatinair.ca

Keewatinair.com

Keewatin-air.com

Kivalliquair.com

Nunavutlifeline.com

Nunavutlifeline.ca

Kivaliqair.ca

Kivalliqaviation.com

Criticalcareintl.com

www.bearskinairlines.com

www.bearskinairlines.net

www.bearskinairlines.biz

www.bearskinairlines.ca

www.bearskinairlines.org

www.bearskinairlines.info

www.bearskinops.com

www.bearskinops.net

www.jvops.com

www.calmair.com

www.westtower.ca

www.westtowercanada.com

www.westtowercanada.ca

www.customheli.com

www.regionalone.com

www.overlanders.com

www.hotsyalberta.ca

www.hotsyabmobile.com

www.hotsyalberta.com

www.hotsyalbertaab.com

www.hotsybc.com

www.hotsypressurewashers.com

www.hotsysaskatchewan.com

www.hotsystemers.com

www.hotsywaterblast.com

www.hotsysk.com

www.hotsycleaningsystems.com

www.hotsycleaningsystem.ca

www.hotsycleaningsystems.ca

www.hotsyab.com

www.hotsycleaningsystem.com

www.waterblastmfg.com

www.wblast.com

www.stormkingab.com

www.stormkingalberta.com

www.stormkingbc.com

www.stormkingcanada.com

www.stormkingpartswashers.ca

www.stormkingpartswashers.com

www.stormkingpw.ca

www.stormkingpw.com

www.stormkingsk.com
www.stainlessfab.com
www.provincialaerospace.com
www.provincialaerospace.ca
www.provair.com
www.canadacoastwatch.com
www.canadiancoastwatch.com
www.coastwatchcanada.com
www.maritimesurveillance.com
www.palaerospace.aero
www.palaerospace.ca
www.palaerospace.com
www.palaerospace.info
www.palaerospace.net
www.palaerospace.org
www.provincialaerospace.aero
www.provair.aero
www.provincialairlines.com
www.provincialairlines.ca
www.palairlines.ca
www.palcharters.com
www.innumikun.com
www.flypal.ca
www.palperks.com
www.palpoints.ca

www.provincialairlines.aero

www.palairlines.aero

www.innumikun.aero

www.palairlines.info

www.tasifbonetwork.ca

www.tasifbonetwork.com

www.tasifbonetwork.net

www.torbayaeroservices.ca

www.torbayaeroservices.com

www.avitathalifax.com

www.palaeroservices.ca

www.palaeroservices.com

www.palaviationservices.aero

www.palaviationservices.ca

www.palaviationservices.com

www.palaviationservices.info

www.palaviationservices.net

www.palaviationservices.org

www.aeroflight.ca

www.benmachine.com

www.cartonav.com

UNITED STATES

Trademarks Registered:

Dallas Sailer Enterprises

Tradenames:

Hotsy Equipment Company - Bismarck, North Dakota

Hotsy Equipment Company - Williston, North Dakota

Domain Names:

www.regionalone.com

www.hotsynd.com

www.stormkingnd.com

www.stormkingusa.com

www.teamjas.com

Software and Systems

PALRES (software)

LOGI-PAL (logistics system)

ADAM (mission management system)

IDNS (ice data network system)

SIS (surveillance system)

PAL Cargo (airline cargo system)

PALQA (quality assurance and corrective action system)

TMS (training management system)

OMS (operational management system)

FIDS (flight information display)

AIMS ISR application software and operations sensor modules (software)

Licenses

1. Hosted Exchange Term Agreement (CN-1002-13529) dated February 28, 2010 between Bell Aliant Regional Communications, Limited Partnership and Provincial Airlines Limited
2. Services Agreement dated December 22, 2011 between Navtech Systems Support Inc. and Provincial Airlines Limited

3. Intermaphics 7.x Software License Agreement (Appendix A to the Cooperation Agreement dated April 15, 2009 between Gallium Visual Systems Inc. and Provincial Aerospace Ltd.) and Intermaphics Maintenance and Support Agreement; each dated June 9, 2009 between Gallium Visual Systems Inc. and Provincial Aerospace Ltd.
4. "Shrink wrap" software, including:
 - a. Software License Agreement no. 629 dated September 24, 2012 between AV-BASE Systems Inc. and Provincial Airlines Limited
 - b. Microsoft Dynamics GP 2013
 - c. Microsoft Dynamics NAV 2013
 - d. Developer Express
 - e. TMS Development
 - f. Millennium Security System
5. Master Services Agreement dated June 30, 2009 between Bell Aliant Regional Communications, Limited Partnership and Provincial Airlines Limited, including Megalink, DEA, DSS Services Schedule dated December 6, 2012
6. Bell Aliant Safeguard IP Support Agreement No CN-0912-13104 dated December 7, 2009 between Bell Aliant Regional Communications Limited Partnership, by its general partner, Bell Aliant Regional Communications Inc. and Provincial Airlines Limited
7. Software Development Kit and street address data under license from Telogis Inc, dated December 16, 2011, as amended April 10, 2014, October 15, 2014 and March 15, 2016.
8. Software licensed from ImpleoTV systems Limited is included within AIMS applications dated April 26, 2016.

STCs

All STCs held by any and all of the Exchange Parties.

SCHEDULE I
LEASEHOLD REAL ESTATE

[See references in Section 7.1(m)]

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Keewatin Air LP	The Commissioner of the Northwest Territories.	Rankin Inlet Airport Lot 1001 Quad 55K/16 plan 1614 C.L.S.R. 68913.	January 21, 1997	January 20, 2037
Keewatin Air LP	The Commissioner of the Northwest Territories.	Portion of Lot 447 in the Hamlet of Rankin Inlet in the Northwest Territories. Filed under number 1741 in the Land Titles Office.	August 1, 1985	July 31, 2015 (Month to Month, renewal in progress)
Keewatin Air LP	The Commissioner of the Northwest Territories.	Whole of Lot 156 in the Hamlet of Rankin Inlet in the Northwest Territories. Filed under number 603 in the Land Titles Office.	September 1, 1990	August 31, 2020
Keewatin Air LP	The Commissioner of the Northwest Territories.	Whole of Lot 155 in the Hamlet of Rankin Inlet in the Northwest Territories. Filed under number 603 in the Land Titles Office.	August 1, 1985	July 31, 2015 (Month to Month, renewal in progress)
Keewatin Air LP	Her Majesty the Queen in right of Canada, as represented by the Minister of Transport.	Regarding 3727.6 square meters of land at Churchill Airport, Churchill, Manitoba, together with hangar T036.	September 15, 1999	September 14, 2019
Keewatin Air LP	Her Majesty the Queen in right of Canada, as represented by	Regarding space at the air terminal building at Churchill Airport including; ticket counter space (3.76	September 20, 2009	September 19, 2017

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	the Minister of Transport.	square meters); common area (industrial, 3.74 square meters); airline office (16.99 square meters) and baggage space (25.79 square meters).		
Keewatin Air LP	Manitoba Housing Authority	Churchill Crew Apartments – 111, 113, 115 and 117 Hearne St., 8 Orcade Bay Churchill, MB		Month to Month
Keewatin Air LP	Nunavut Housing Corporation	Lot 179 & 180, Plan 3896, Building 5196 & 5198 (19 units) Iqaluit, NU	December 1, 2016	November 30, 2017
Keewatin Air LP	Government of Nunavut – Department of Economic Development and Transportation	Lot 18 Group 1087 Plan 1216 LTO Iqaluit International Airport Iqaluit, NU	July 1, 2010	June 30, 2030
Keewatin Air LP	NPR Limited Partnership	Apartment A3, Building 5189 Iqaluit NU	August 1, 2016	July 31, 2017
Keewatin Air LP	Winnipeg Airport Authority	50 Morberg Way Land Lease (28,565.27 sq. meters) Winnipeg, MB	April 1, 2006	March 31, 2046
Perimeter Aviation LP	The Winnipeg Airports Authority Inc.	Drawing No. 407N186B; facilities at the Winnipeg Airport	October 1, 2016	September 30, 2051
Perimeter Aviation LP	The Government of Nunavut, as represented by The Department of Economic Development & Transportation.	Parcel of land comprised of lot 1001, Group 55K/16, C.L.S.R. 1614 L.T.O. at the Rankin Inlet Airport at Rankin Inlet, in Nunavut.	April 1, 2001	March 31, 2021

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Perimeter Aviation LP	The Winnipeg Airports Authority Inc.	Drawing No. 407N477; facilities at the Winnipeg Airport (WAA-650)	September 22, 2005	September 30, 2025
Perimeter Aviation LP	The Local Government District of Mystery Lake	Parcel "O" Thompson Airport	April 18, 2005	June 30, 2033
Perimeter Aviation LP	Her Majesty the Queen in Right of the Province of Manitoba, as represented by Department of Infrastructure and Transportation	Northern Airports Terminal Leases – Berens River, Brochet, Cross Lake, God Lake Narrows, Gods River, Island Lake, Lac Brochet, Norway House, Oxford House, Red Sucker Lake, Shamattawa, South Indian Lake, St. Theresa Point, Tadoule Lake and York Landing	April 1, 2016	March 31, 2017
Perimeter Aviation LP	Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Transportation	Pikangikum Airport terminal space	January 1, 2009	December 31, 2017
Perimeter Aviation LP	Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Transportation	Sachigo Lake Airport terminal space	May 26, 2009	May 25, 2016 (Month to Month)
Perimeter Aviation LP	Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of	Sandy Lake terminal space	July 1, 2013	June 30, 2018

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Transportation			
Perimeter Aviation LP	Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development	Lot 22 in unsurveyed Section 32, Township 68, Range 15 EPM, Oxford House Indian Reserve No. 24	June 25, 2012	June 24, 2032
Perimeter Aviation LP	The Government of Manitoba	Site #5 Parcel 2 Plan 6163 PLTN - Stevenson Island	Not available	Not available
Perimeter Aviation LP	The Government of Manitoba	Site #2 Parcel 2 Plan 6163 PLTO - Stevenson Island	Not available	Not available
Perimeter Aviation LP	Minister of Transport – Ontario	Bearskin Lake Airport terminal space	January 1, 2017	December 31, 2018
Perimeter Aviation LP	Minister of Transport – Ontario	Round Lake Airport, Deer Lake Airport, North Spirit Lake Airport terminal space	November 1, 2016	October 31, 2018
Overlanders Manufacturing LP	319574 BC Ltd.	Premises at 30320 Fraser Highway, Abbotsford, British Columbia and legally described by Parcel Identifier 010-975-292	November 1, 2016	October 31, 2021
Water Blast Manufacturing LP	Rockcliffe Estates Ltd.	#112 - #115, 20575 Langley Bypass Langley, British Columbia V3A 5E8	February 1, 2014	January 31, 2017 (Month to Month)
Water Blast Manufacturing LP	1504325 Alberta Ltd.	16712 - 118 Avenue, Edmonton, Alberta	March 12, 2007	March 11, 2017
Water Blast Manufacturing LP	1504325 Alberta Ltd.	11950 - 167 Street, Edmonton, Alberta	March 12, 2007	March 11, 2017
Water Blast Manufacturing LP	1504325 Alberta Ltd.	3611 - 60 Ave. SE, Calgary, Alberta T2C 2E5	November 28, 2013	November 28, 2021
Water Blast Manufacturing LP	1504325 Alberta Ltd.	#7 and #8, 7419 - 50th (Gaetz) Ave. Red Deer, Alberta T4P 1M5	June 1, 2016	July 1, 2021

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Water Blast Manufacturing LP	1504325 Alberta Ltd.	Bay 1, 4002 - 9th Ave North Lethbridge, Alberta T1H 6T8	March 12, 2012	March 11, 2017
Water Blast Manufacturing LP	1504325 Alberta Ltd.	109 & 109, 10101 - 118 Street, Grande Prairie, AB T8V 3X9	August 1, 2015	July 30, 2020
Water Blast Manufacturing LP	Granville Enterprises Ltd.	1112 - 5 th Street, Estevan, Saskatchewan S4A 0Z4	December 1, 2015	November 30, 2017
Stainless Fabrication, Inc.	Stainless Fabrication Realty, LLC	4455 W. Kearney, Springfield, MO 65803	January 2, 2008	December 31, 2017
	Design Build Lease LLC	4320 W. Kearney, Springfield, MO 65803	The later of January 1, 2008 and the date the Tenant is issued an occupancy permit	2 years after the commencement date-Current 2 year renewal expires April 1, 2016
7328010 Canada Ltd.	Transport Canada	Churchill Airport, Churchill Manitoba	24-Feb-2011	31-Aug-2018
Calm Air International LP	Thompson Hotel Executive Centre Limited Partnership	Office space located at 90 Thompson Drive, Thompson, Manitoba	February 1, 2010	May 31, 2017
Calm Air International LP	The Government of Nunavut	30.66 square meters of space located in the Air Terminal Building at the Coral Harbour Airport, at Coral Harbour in the Nunavut Territory	June 15, 2016	June 15, 2021
Calm Air International LP	The Government of Nunavut	24.04 square meters of space located in the Air Terminal Building at the Whale Cove Airport, at Whale Cove in the Nunavut Territory	June 1, 2016	June 1, 2021
Calm Air International LP	The Government of	27.51 square meters of space located in the	June 1, 2016	June 1, 2021

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Nunavut	Air Terminal Building at the Arviat Airport, at Arviat in the Nunavut Territory		
Calm Air International LP	The Government of Nunavut	44.35 square meters of space located in the Air Terminal Building at the Baker Lake Airport, at Baker Lake in the Nunavut Territory	June 1, 2016	May 31, 2021
Calm Air International LP	Sanavik Co-Operative Association Ltd.	Three furnished hotel suites in Baker Lake, in the Nunavut Territory	Month to Month	Month to Month
Calm Air International LP	The Government of Nunavut	24.04 square meters of space located in the Air Terminal Building at the Chesterfield Inlet Airport, at Chesterfield Inlet in the Nunavut Territory	June 15, 2016	June 15, 2021
Calm Air International LP	The Government of Nunavut	65 square meters of land located at the Repulse Bay Airport at Repulse Bay in the Nunavut Territory. Lot 1000, Quad 46L/9, CLSR 68910 LTO 1602	October 1, 2015	September 30, 2018
Calm Air International LP	The Government of Nunavut	117.37 square meters of land located at the Whale Cove Airport at Whale Cove in the Nunavut Territory. Lot 1000, Quad 55K/2, CLSR 68951 LTO 1609	October 1, 2015	September 30, 2018
Calm Air International LP	The Government of Nunavut	117.37 square meters of land located at the Chesterfield Inlet Airport at Chesterfield Inlet in the Nunavut Territory. Lot 1000, Quad 55/07, CLSR 68920 LTO 1601	October 1, 2015	September 30, 2018

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Calm Air International LP	The Government of Nunavut	65 square meters of land located at the Coral Harbour Airport at Coral Harbour in the Nunavut Territory. Lot 7, Group 1080, CLSR 43060 1216 LTO 182	October 1, 2015	September 30, 2018
Calm Air International LP	The Government of Nunavut	940 square meters of land located at the Arviat Airport at Arviat in the Nunavut Territory. Lot 1000, Quad 55E/1, CLSR 68950 LTO 1607	September 1, 2012	August 31, 2022
Calm Air International LP	The Government of Nunavut	3000 square meters of land located at the Baker Lake Airport at Baker Lake in the Nunavut Territory. Lot 1002, Quad 66A/8/9, CLSR69958 LTO 1748	September 1, 2012	August 31, 2022
Calm Air International LP	The Government of Nunavut	17.64 square meters of space located in the Air Terminal Building at Repulse Bay Airport, in the Nunavut Territory	June 16, 2016	June 16, 2021
Calm Air International LP	The Government of Nunavut	93.03 square meters of space located in the Air Terminal Building at the Rankin Inlet Airport, at Rankin Inlet in the Nunavut Territory		October 31, 2020
Calm Air International LP	The Town of Gillam	248 square feet of office space, 147 square feet of counter area and 951 square feet of baggage space plus 70 square feet of common area at the Gillam Airport Terminal Building in the Townsite of	January 1, 2007	Month to month

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
		Gillam, in Manitoba.		
Calm Air International LP	The City of Flin Flon	Office space of approximately 14.5 square meters and Ticket Counter Space of approximately 11.16 square meters.	January 1, 2016	December 31, 2016 (renewal in process)
Calm Air International LP	Her Majesty the Queen in Right of Canada	1338 and 4/10 square meters of land more or less, situated and being comprised at Churchill Airport, Manitoba, together with the lessor's hangar T034	May 1, 1999	April 30, 2019
Calm Air International LP	Her Majesty the Queen in Right of Canada	Certain space in the Air Terminal Building at Churchill Airport, Manitoba as follows: 17.07 square meters of Ticket Counter Space; 16.71 square meters of Office Space; 25.79 square meters of Industrial Space; and 14.96 square meters of Common space (industrial).	September 10, 2014	September 9, 2019
Calm Air International LP	Her Majesty the Queen in Right of Canada	3727.6 square meters of the land and the building (T035) at Churchill Airport, Manitoba.	June 1, 2016	May 31, 2017
Calm Air International LP	Manitoba Housing Authority Churchill District Office	40A Orcade Bay	June 1, 2001	Month to Month
Calm Air International LP	Manitoba Housing Authority Churchill District Office	40B Orcade Bay	June 1, 2004	Month to Month
Calm Air International LP	Thompson Regional Airport	50 square meters, more or less, located north of the Air	July 1, 2008	June 30, 2033

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Authority	Terminal Building for garage, in and about the Thompson Airport, Manitoba.		
Calm Air International LP	Thompson Regional Airport Authority	32.37 square meters of ticket counter space, 30.14 square meters of office space, 18.96 square meters of operations/reservations space, 27.0 square meters of baggage space, 28.0 square meters of vehicle storage space, and 30.21 square meters of cargo space, all at the Thompson Airport, Manitoba	April 4, 1999	June 30, 2033
Calm Air International LP	Thompson Regional Airport Authority	16,722.54 square meters, more or less, lying or being comprised in the Thompson Airport, Manitoba.	June 24, 1987	October 31, 2034
Calm Air International LP	Thompson Regional Airport Authority	16,722 square meters located north of North Hangar Road Lots 5, 6 and 7 in the Thompson Airport, Manitoba	April 1, 2009	October 31, 2034
Calm Air International LP	Thompson Regional Airport Authority	19 electrified parking stalls located at the Air Terminal Building, Thompson Airport, Manitoba	July 1, 2008	June 30, 2033
Calm Air International LP	Municipal Corporation of the Hamlet of Rankin Inlet	Lot 790, Rankin Inlet, number 3683. Lease No: L-0579, File 600-790	August 1, 2015	July 31, 2035
Bearskin Lake Air Service LP	The Corporation of the Town of Fort Frances	Fort Frances Airport	January 1, 2017	December 31, 2017

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Bearskin Lake Air Service LP - OK	Sault St. Marie Airport Development Corporation	Sault St. Marie Airport	April 1, 2007	March 31, 2008, and then year to year
Bearskin Lake Air Service LP	Sault St. Marie Airport Development Corporation	Sault St. Marie Airport	April 1, 2017	March 31, 2022
Bearskin Lake Air Service LP - OK	Kenora Airport Authority Inc.	Kenora Airport	May 1, 2012	April 30, 2017
Bearskin Lake Air Service LP	The Corporation of the Municipality of Red Lake	Red Lake Airport (YRL-0054)	June 1, 2016	May 31, 2017
Bearskin Lake Air Service LP	The Corporation of the Municipality of Red Lake	Red Lake Airport (YRL-0044)	September 1, 2016	August 31, 2021
Bearskin Lake Air Service LP - OK	Sudbury Airport Community Development Corporation	Greater Sudbury Airport	January 1, 2013	December 31, 2017
Bearskin Lake Air Service LP	Winnipeg Airports Authority (WAA-910)	Winnipeg Airport (Ramp Offices)	April 1, 2016	March 31, 2017
Bearskin Lake Air Service LP	Winnipeg Airports Authority (WAA-957)	Winnipeg Airport (Ramp Parking)	November 1, 2016	October 31, 2021
Bearskin Lake Air Service LP - OK	Thunder Bay International Airports Authority Inc.	Thunder Bay Airport	November 1, 2014	October 31, 2019
Bearskin Lake Air Service LP - OK	Thunder Bay International Airports Authority Inc.	Thunder Bay Airport	November 1, 1997	October 31, 2022
Bearskin Lake Air Service LP	Thunder Bay International Airports Authority Inc.	Thunder Bay Airport	April 1, 1993	March 31, 2023

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
Bearskin Lake Air Service LP - OK	Corporation of the Municipality of Sioux Lookout	Sioux Lookout Airport	November 1, 2013	October 31, 2018
Bearskin Lake Air Service LP	North Bay Jack Garland Airport Corporation	North Bay Airport (2016-17 – Office)	January 1, 2017	December 31, 2021
Bearskin Lake Air Service LP	North Bay Jack Garland Airport Corporation	North Bay Airport (2016-18 – Counter)	January 1, 2017	December 31, 2021
Bearskin Lake Air Service LP	North Bay Jack Garland Airport Corporation	North Bay Airport (2016-19 – Common Area)	January 1, 2017	December 31, 2021
Bearskin Lake Air Service LP – OK	Corporation of the Municipality of Sioux Lookout	Sioux Lookout Airport – Hangar Property	July 1, 2003	June 30, 2023
Bearskin Lake Air Service LP	948825 Ontario Limited	1475 West Walsh Street, Thunder Bay, ON	January 1, 2017	December 31, 2017
Bearskin Lake Air Service LP	City of Timmins	Timmins Counter and Office space	Monthly	
Westower Communications Ltd.	733264 Alberta Ltd.	4933 46 th St. Thorsby, Alberta T0C 2P0	January 1, 2010	December 31, 2019
	733264 Alberta Ltd.	4933 46 th St. Thorsby, Alberta T0C 2P0	January 1, 2010	December 31, 2019
	733264 Alberta Ltd.	2047 Township Road Thorsby, Alberta T0C 2P0	May 1, 2002	December 31, 2017
	733264 Alberta Ltd.	519 Avenue South Saskatoon, Saskatchewan S7M ZA5	February 1, 2015	January 31, 2020
	4079214 Manitoba	329 Parkdale Road St. Andrews,	June 1, 2012	May 31, 2017

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Limited	Manitoba R1A 3N9		
	London Industrial Holdings Ltd.	35 Union Street Elmira, Ontario	March 1, 2009	March 31, 2019
	9064-4329 Quebec Inc.	8700 De L'Innovation Anjou, Quebec H1J 2X9	September 17, 2001	September 16, 2020
	Kenny Alwyn Whent	735 Harold Crescent Thunder Bay, ON P7C 5H8	January 1, 2015	December 31, 2018
Custom Helicopters Ltd.	Susan Makpah, Brian McKay	Unit 76-64, Area 6, Rankin Inlet, Nunavut	October 1, 2005	Renewable each year.
	St. Andrew's Airport	3,889.2 square feet, more or less at St. Andrew's Airport	October 1, 1976	September 30, 2021
	St. Andrews Airport Inc.	30' x 32' of garage space at 711 South Gate Road	May 15, 2010	May 14, 2018
	St. Andrews Airport Inc.	18' x 72 outdoor advertising sign	April 1, 2011	March 31, 2017
	Island Lake	113 square feet of office space	April 1, 2011	March 31, 2021
	Thompson Airport	Lot H4 North Hangar Rd. Thompson	March 2014	March 2017
	Princeton Towers (Thompson)	1 Bed apartment 903-424 Princeton Dr. Thompson, MB	2005	Feb 2018
	City of	New Hangar	Mar 2014	Feb 2034

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Thompson	Part of Lot 1 and part of Lot 2 Plan No. 7602		
	Susan Makpah, Brian McKay	Unit 76-64, Area 6, Rankin Inlet, Nunavut	October 1, 1976	September 30, 2017
	Her Majesty the Queen	3,889.2 square feet, more or less at St. Andrew's Airport	October 1, 1976	September 30, 2021
	St. Andrews Airport Inc.	30' x 32' of garage space at 711 South Gate Road	April 1, 2011	March 31, 2017
	St. Andrews Airport Inc.	Storage Area	December 1, 2010	November 30, 2017
	St. Andrews Airport Inc.	18' x 72 outdoor advertising sign	April 1, 2011	March 31, 2017
	Island Lake	113 square feet of office space	April 1, 2010	March 31, 2021
	Province of Manitoba Manitoba Housing	Apartment Lease Churchill, MB 13-212 Kelsey Blvd Churchill, MB1	October 1, 2016	Sept 30, 2017
Regional, One Inc.	Nava Group, LLC	6700-6750 NE 4th Court, Miami, Florida, 33138	April 13, 2013	April 13, 2018
	Miami Beach Holding Company	6464 NE 4th Court, Miami, Florida, 33138	April 13, 2013	April 13, 2018
	Miami Beach Holding Company	375 NE 72nd Terrace Miami, Florida, 33138	October 1, 2013	December 1, 2017
	Miami Beach Holding Company	375 NE 72nd Terrace Miami, Florida, 33138	January 1, 2015	December 31, 2017

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Naima Group LLC	7250 NE 4th Court Miami, Florida, 33138	September 1, 2016	August 31, 2019
Dallas Sailer Enterprises, Inc.	Saratoga Properties LLC	North Dakota Units 18, 19 and 20 of 3625 Saratoga Avenue, Bismark, North Dakota, 58503.		Month to Month
	Hypower LLC	406 – 8 th Avenue E Williston North Dakota 58801	August 2013	July 2018
EIC LUXEMBOURG SÀRL	Immobilière Vauban S.A.	6, rue Jean Monnet, L-2180 Luxembourg, Grand-Duchy of Luxembourg	October 1, 2014	Month to Month
PAL Aerospace Ltd.	St. John's International Airport Authority	St. John's International Airport	June 1, 2009	October 31, 2035
DECA Aviation Engineering Limited	Mascast Developments Inc.	7050 Telford Way, Suite 200, Mississauga, ON	February 1, 2006	June 30, 2018
DECA Aviation Engineering Limited	Helter Investments Limited	7895 Tranmere Drive Mississauga, ON	February 1, 2017	January 31, 2018
PAL Airlines Ltd.	St. John's International Airport Authority	St. John's International Airport	December 1, 2013	November 30, 2023 (with two renewal options of 5 years each)
	The Honourable Minister of Transportation and Works for and on behalf of Her Majesty the Queen in Right of Newfoundland	Torbay Airport (St. John's International Airport)	May 1, 2005	December 31, 2018 (with an option to extend for a 5 year period)

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	and Labrador			
	Aéroport de Québec Inc.	Quebec City Jean Lesage International Airport	June 1, 2013	May 31, 2015 (Extended past May 31, 2015, end date not available)
	Aéroports de Montreal	Pierre Elliott Trudeau International Airport	May 1, 2013	
	Her Majesty the Queen in Right of Canada as represented by the Minister of Transport	Sept Iles Airport	January 1, 2012	April 30, 2018
	Her Majesty the Queen in Right of Canada as represented by the Minister of Transport	Lourdes-de-Blanc-Sablon Airport	January 1, 2012	December 31, 2017
	Deer Lake Regional Airport Authority Inc.	Deer Lake Regional Airport	June 1, 2013	December 31, 2017
PAL Aero Services Ltd.	PAL Aviation Properties Ltd.	St. John's International Airport	December 1, 2005	May 31, 2023 (option to extend for two additional 5-year terms)
	Provincial Aerospace Ltd.	St. John's International Airport	December 1, 2005	November 30, 2017 (automatically renewable for 1 additional year)
	Shell Canada Products	St. John's International Airport	December 1, 2005	November 30, 2017 (automatically renewable for 1 additional year)

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Shell Canada Products	St. John's International Airport	December 1, 2005	(automatically renewable for 1 additional year) November 30, 2017 (automatically renewable for 1 additional year)
PAL Aviation Properties Ltd.	St. John's International Airport Authority	St. John's International Airport	September 1, 2008	October 31, 2035
	Halifax International Airport Authority	Halifax International Airport	June 1, 2005	May 31, 2025 (option to extend for two additional 5-year terms)
Provincial Aerospace Ltd.	Halifax International Airport Authority	Halifax International Airport	January 1, 2006	December 31, 2035
	St. John's International Airport Authority	St. John's International Airport	November 1, 2005	October 31, 2035
	Rohcan Investments Limited	The Prince Charles Building, Newfoundland	October 1, 2011	September 30, 2017
	Aerotech Developments Inc.	Hightech Court, 209 Aerotech Drive, Enfield, NS	October 1, 2009	Month to month basis.
	Her Majesty the Queen In Right of Canada as Represented by the Minister of National	Goose Bay Airport	November 10, 1997	November 9, 2022

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Defence			
	Her Majesty the Queen In Right of Canada as Represented by the Minister of Transport	St. John's International Airport	August 1, 1992	July 31, 2032
	St. John's International Airport Authority	St. John's International Airport	December 15, 2010	Month to month tenancy
	Her Majesty the Queen In Right of Canada as Represented by the Minister of National Defence	Canadian Forces Base Comox, Lazo, BC	April 1, 2010	March 31, 2017
	Her Majesty the Queen as represented by the Minister of Transport	St. Anthony Airport	June 16, 2011	June 15, 2019
	Her Majesty the Queen as represented by the Minister of Transport	St. Anthony Airport	April 1, 2011	March 31, 2021
	Her Majesty the Queen as represented by the Minister of Transport	Wabush Airport	April 1, 2013	March 31, 2019
	St. John's International Airport Authority	St. John's International Airport	January 1, 2011	December 31, 2015 (Extended past December 31,

Tenant	Landlord	Location	Lease Commencement Date	Lease Expiry Date
	Goose Bay Airport Corporation	Goose Bay Airport	January 1, 2011	2015, end date not available) December 31, 2040
Ben Machine Products Company Incorporated	Carden Properties & Development Inc.	Unit 1, 8065 Huntington Road, Vaughan, ON, L4H 3T9	June 30, 2015	June 29, 2020 (two renewal options of 5 years each)
CarteNav Solutions Inc.	GWL Realty Inc.	1959 Upper Water Street Suite 1700, Purdy's Tower 1 Halifax, Nova Scotia	January 1, 2017	December 31, 2022

SCHEDULE J

REAL ESTATE

[See references in Section 7.1(n)]

Owner	Address	Legal Description
WBM GP Inc.	200 Ellis Drive Acheson Ind. Park Acheson AB T7X 5A7	Plan 7720277 Block 4 Lot 13 Containing 0.922 hectares (2.28 acres) more or less, excepting thereout all mines and minerals. Plan 7720277 Block 4 Lot 14A Containing 1.13 hectares (2.79 acres) more or less, excepting thereout all mines and minerals.
Exchange Income Corporation (beneficial owner is Perimeter Aviation LP)	561 Ferry Road, Winnipeg	Lot 15 and Nly 3 inches perp of Lot 16 Block 1 Plan 6445 WLTO in RL 31 to 33 Parish of St. James
Exchange Income Corporation (beneficial owner is Keewatin Air LP)	1 and 5 Allen Dyne Road, Winnipeg	1 - Lots 15 and 16 Plan 6097 WLTO exc out of said lots 15 and 16, Allen Dyne Road Plan 9405 WLTO, and exc out of said lot 16, all that portion bounded as follows; on the north by the southern limit of Allen Dyne road plan 9405 WLTO, on the south by the southern limit of said lot 16 and on the west and east by two straight lines drawn east of parallel with and perpendicularly distant 93.75 feet and 307.4 feet respectively from the western limit of said lot 16 in RL 31 to 35 parish of St. James; 2 - Parcel C Plan 29085 WLTO in RL 31, 32 and 33 parish of St. James; and 3 - all that portion of lot 16 Plan 6097 WLTO bounded as follows: on the north by a straight line drawn south of parallel with and perpendicularly distant 29 feet from the northern limit of said lot 16 on the south by the southern limit of said lot 16 and on the west and east by two straight lines drawn east of parallel with and perpendicularly distant 93.75 feet and 307.4 feet respectively from the western limit of said lot 16, in RL 31 to 35 parish of St. James.
Exchange Income Corporation (beneficial owner is Calm Air International LP)	51 Fox Bay, Thompson, Manitoba, R8N 1E9	At Thompson and being Lot 12 Block 92 Plan 760 PLTO (N DIV) in 78-3 WPM EXC all mines, minerals and other reservations as contained in the Crown Lands Act.
Exchange Income Corporation (beneficial owner is Calm Air International LP)	76 Fox Bay, Thompson, Manitoba, R8N 1G1	At Thompson and being Lot 7 Block 92 Plan 760 PLTO (N DIV) in 78-3 WPM EXC all mines, minerals and other reservations as contained in the Crown Lands Act.
Exchange Income Corporation (beneficial owner is Calm Air International LP)	Lot 790, Rankin Inlet, 274 meter square, three storey, 19 units	The whole of Lot Seven hundred ninety (790) in the Hamlet of Rankin Inlet in Nunavut, according to a plan of survey filed in the Land Titles Office for Nunavut under number 3683

Owner	Address	Legal Description
Westower Communications Ltd.	17852/17886 55 th Ave. Surrey, British Columbia V3S 6C9	Lot 58 North West Quarter Section 5 Township 8 New Westminster District Plan 59700
	3815-2 Street, NE Calgary, Alberta T2E 3A8	Plan 0812241 Block 23 Lot 47 Excepting Thereout All Mines and Minerals
	231 - 38 th Ave NE Calgary, Alberta T2E 2M2	Plan 0812241 Block 23 Lot 46 Excepting Thereout All Mines and Minerals
	60 South Field Dr. Elmira, Ontario N3B 2Z6	Lot 1, Plan 58M-154, TWP of Woolwich
	4615/4671 HWY #2 Wellington, NS B2T 1K6	Lot K-1-A and Lot K-1-B, Plan 35285
	47 Harding Road St. John's, Newfoundland A1E 3Y4	All that piece or parcel of land situate and being on the northern side of Harding Road in the electoral district of St. John's East Extern in the province of Newfoundland and Labrador and being abutted and bounded as follows: That is to say; beginning at a point in the northerly limit of Harding Road the said point being the most southwesterly angle of land of Newfoundland and Labrador Housing Corporation and having Co-ordinates of North 5273310.668 and East 328037.439 of the Three Degree Modified Transverse Mercator Projection as adopted by the province. Thence along the northerly limit of Harding Road north eighty six degrees forty five minutes forty five seconds west twenty four decimal nine one five meters. Thence by land of Lundrigans Limited north eight degrees thirteen minutes zero nine seconds west ninety four decimal five seven eight meters. Thence by land of the Government of Newfoundland and Labrador north eighty one degrees fifty three minutes nineteen seconds east twenty four decimal four three seven meters. Thence by land of Newfoundland and Labrador Housing Corporation south eight degrees twelve minutes thirty seconds east ninety nine decimal four eight zero meters more or less to the point of beginning and containing an area of two thousand three hundred seventy decimal two square meters. All bearings refer to Grid North. A Guy Wire easement extends partially along the western boundary as indicated on the attached plan coloured green.
Custom Helicopters	114 Arctic Drive,	At Thompson and Being

Owner	Address	Legal Description
Ltd.	Thompson, Manitoba	Lot 10 Block 150 Plan 849 PLTO (N DIV) In 78-3 WPM Exc All Mines, Minerals and Other Reservations As Contained in the Crown Lands Act
	Stevenson Island House	Lot 5 Block 2 Plan 26874 PLTO Stevenson Island, MB R0B 2H0
	Gillam House 104 Kelsey Bay, Gillam, MB	Lot 1 , Block 2, Plan 852 PLTO (N Div)
	Stevenson Island Trailer	Lot1 , Block 2 , Plan 6691 PLTO (N Div) Stevenson Island , Manitoba, R0B 2H0
PAL Airlines Ltd.	6 Rendell Crescent, Happy Valley, Goose Bay, Labrador	Deed location information L96-78RENDEL/HAPPY VALLE
EIIF Management USA, Inc.	849 Baymeadows Way Jacksonville FL 32256	

SCHEDULE K

ENVIRONMENTAL MATTERS

Environmental Audits, Assessments and Investigations of the Affected Properties pursuant to section 7.1(r)(v)

1. Stage I Preliminary Site Investigation dated June 13, 2008 prepared by Entech Environmental Consultants Ltd. (re: 17852 and 17886 – 55th Avenue, Surrey, British Columbia);
2. Modified Phase I Environmental Site Assessment dated July 2005 prepared by Maritime Testing (1985) Limited (re: Civic Nos. 4615 and 4671 Highway No. 2, Wellington, Nova Scotia);
3. Phase I / II Environmental Site Assessment dated June 17, 2008 prepared by AMEC Earth & Environmental (re: 47 Harding Road, St. John's Newfoundland and Labrador);
4. Phase I Environmental Site Assessment dated June 2008 prepared by Conestoga-Rovers & Associates (re: 60 South Field Drive, Elmira, Ontario);
5. Phase I Environmental Site Assessment dated June 10, 2008 prepared by Phase Engineering, Inc. (re: 1818 Kersten Drive, Houston, Harris County, Texas);
6. Phase I ESA Report prepared for the property at 6464 NE 4th Court, Miami, Florida, prepared by LandScience dated April 27, 2011;
7. Oil / Water separator tank inspection prepared for Jasper Tank at 200 Ellis Drive, Acheson, AB T7X 5A7 prepared by Enviro Trace Ltd. Nov 14 2013. No leaks or contamination found;
8. Phase I Environmental Site Assessment and Groundwater Monitoring dated February 27, 2009 prepared by PHH ARC Environmental Ltd (re: 3815 – 2 Street NE, Calgary, Alberta);
9. Phase I Environmental Site Assessment of Hangars 1, 2 & 3 located at 637, 647 & 657 Barnes Road at Halifax Stanfield International Airport, Goffs, Nova Scotia dated August 2014, prepared by Pinchin LeBlanc Environmental Limited;
10. Enhanced Phase I Environmental Site Assessment of Hangars 1, 2, 4 and 6 as well as a service building located at 114, 134, 190, 120 and 119 R.C.A.F. Road, respectively, at St. John's International Airport, Newfoundland and Labrador dated August 2014, prepared by Pinchin LeBlanc Environmental Limited (updated by letter dated September 17, 2014);
11. Phase I Environmental Site Assessment of Hangars 14 and 18 at CFB Goose Bay, Newfoundland and Labrador dated September 2014, prepared by Pinchin LeBlanc Environmental Limited;

12. Combined Phase I Environmental Site Assessment and Limited Phase II Soil and Groundwater Investigation regarding Vaughan West II Business Park dated March 2006, prepared for Vaughan West II Limited by Briggs Canada Limited;
13. Phase I Environmental Site Assessment regarding 6 Abacus Road, Brampton, Ontario dated December 2011, prepared for National Bank of Canada by Watters Environmental Group Inc.;
14. Limited Phase II Environmental Site Assessment Report regarding 6 Abacus Road, Brampton, Ontario dated March 2012, prepared for National Bank of Canada by Watters Environmental Group Inc.;
15. Limited Phase I Environmental Site Assessment of Operations in Unit 1 – 8065 Huntington Road, Vaughan, Ontario dated June 2015, prepared for Exchange Income Corporation by Tetra Tech; and
16. Confirmatory Environmental Sampling of Completed Excavation Report dated August 15, 2016 from KGS Group to Perimeter Aviation LP (re: Perimeter Air Passenger Building) (Draft).

SCHEDULE L

MATERIAL AGREEMENTS

[See references in Sections 1.1 and 7.1(t)]

Agreement	Parties	Execution Date
Keewatin Medevac Agreement – Kivalliq Region	Government of Nunavut	December 15, 2010
Keewatin Medevac Agreement – Baffin Region	Government of Nunavut	December 1, 2011
Keewatin Schedule Airline Service agreement – Sanikiluaq	Department of Health and Social Services – Government of Nunavut	September 1, 2011
Government of Nunavut Medical and Duty Travel	Government of Nunavut as represented by the Minister of Health and Calm Air international LP	September 1, 2011
BBE General Contractors Manitoba Charter Agreement	BBE General Contractors LP and Calm Air International LP	July 20, 2015
Aircraft Lease Agreement on ACMI Basis	Bradley Air Services Limited (First Air) and Calm Air International LP	July 3, 2015
Strategic Alliance Agreement	Sakku Investments Corporation and Exchange income Corporation and Calm Air International LP	September 2, 2014
Fuel Supply Agreement – Federated Co-op	7328010 Canada Ltd. and Federated Co-op	January 1 st 2013
Fuel Supply Agreement – Shell Canada	7328010 Canada Ltd. and Shell Canada	January 1 st 2012
Bulk Fuel Supply Agreement – Shell Canada	7328010 Canada Ltd. And Shell Canada and Exchange Income Corporation	January 1, 2013
Fuel Supply Agreement with Larry Penner Enterprises Inc.	7328010 Canada Ltd.	March 1, 2015
Service, Schedule and Pricing Contract with	The NorthWest Company and Calm Air International LP	November 30, 2016
Manitoba and Kivalliq Region Service Agreement between	Arctic Co-operatives Limited and Calm Air International LP	January 1, 2017
Miles Supply Agreement	Miles Industries Ltd. and Overlanders Manufacturing LP	November 3, 2005
Hotsy Distribution Agreement	D. Hotsy and C-Tech Industries, Inc. and Exchange Income Corporation	March 12, 2007 Amended April 30, 2007
Limited Partnership Agreements for each of Perimeter Aviation LP, Keewatin Air LP, Overlanders Manufacturing LP, Calm Air International LP, Water Blast Manufacturing LP, Bearskin Lake Air Service LP, and R1 Canada LP.		Effective as of June 9, 2009 Bearskin Lake Air Service LP - Effective as of December 20, 2010

Agreement	Parties	Execution Date
Trust Indenture (\$57,500,000.00 - 7 Year 5.50%)	Exchange Income Corporation and BNY Trust Company of Canada	September 19, 2012
Trust Indenture (\$65,000,000.00 - 7 Year 5.35%)	Exchange Income Corporation and BNY Trust Company of Canada	March 25, 2013
Trust Indenture (\$40,000,000.00 - 7 Year 6.00%)	Exchange Income Corporation and BNY Trust Company of Canada	February 11, 2014
Trust Indenture (\$69,000,000 - 7 Year 5.25%)	Exchange Income Corporation and BNY Trust Company of Canada	June 7, 2016
Maritime Aircraft Patrol Program Agreement	The General Headquarters United Arab Emirates Armed Forces and Provincial Aerospace Ltd. (aerospace division)	November 23, 2008 (amended April 1, 2010, September 20, 2011, February 20, 2012 and August 11, 2013)
Offset Agreement	Offset Program Bureau and Provincial Aerospace Ltd. (aerospace division)	December 7, 2010 (supplemental agreements dated December 7, 2010, February 11, 2013, August 22, 2013 and November 18, 2013)
Aerial Surveillance Services Agreement	Ministry of Public Works and Government Services Canada – Department of Fisheries and Oceans and Provincial Aerospace Ltd (airlines division)	June 8, 2009 (amended March 21, 2012 and December 9, 2013)
Air Reconnaissance Capacity Agreement	State of the Netherlands and Provincial Airlines Limited	July 14, 2006
Performance Based Logistic Contract	AMMROC LLC and Provincial Aerospace Ltd. (aerospace division)	December 1, 2015
Services Agreement	Iron Ore Company of Canada; La Compagnie Miniere Quebec Cartier, Wabush Mines and Provincial Aerospace Ltd (airlines division)	November 20, 2012
Services Agreement	Vale Newfoundland & Labrador Ltd and Innu Mikun Limited Partnership (Provincial Aerospace Ltd airlines division)	May 1, 2013
Services Agreement	Astaldi Canada Inc. and Provincial Aerospace Ltd (airlines division)	December 22, 2014
Supply Contract	Ben Machine Products Company Incorporated and Wescam	January 1, 2015
CRJ900 Purchase Agreement	R1 Canada LP. and Bombardier Finance Inc., and assigned to EIC Aircraft Leasing	November 21, 2016

SCHEDULE M
PENSION PLANS

[See references in Section 7.1(w)]

Pension plan for the employees of WesTower Communications Ltd.

Pension plan for the employees of Custom Helicopters Ltd.

Pension plan for the employees of Calm Air International LP

Pension plan for the employees of Bearskin Lake Air Service LP

Pension plan for the employees of Provincial Airlines Limited

SCHEDULE N
ADDRESSES FOR NOTICE

To Canadian Agent

for drawdowns, rollovers, conversions and repayments:

The Toronto-Dominion Bank, as agent
Ernst & Young Tower
222 Bay Street, 15th Floor
Toronto, ON M5K 1A2
Attention: Vice-President, Loan Syndications-Agency
Fax No.: (416) 982-5535

for all other notices:

The Toronto-Dominion Bank, as agent
TD Bank Tower
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2
Attention: Vice-President, Loan Syndications-Agency
Fax No.: (416) 982-5535

To U.S. Agent

for drawdowns, rollovers, conversions and repayments:

Toronto Dominion (Texas) LLC, as agent
c/o The Toronto-Dominion Bank, as agent
Ernst & Young Tower
222 Bay Street, 15th Floor
Toronto, ON M5K 1A2
Attention: Vice-President, Loan Syndications-Agency
Fax No.: (416) 982-5535

for all other notices:

Toronto Dominion (Texas) LLC, as agent
c/o The Toronto-Dominion Bank, as agent
TD Bank Tower
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2
Attention: Vice-President, Loan Syndications-Agency
Fax No.: (416) 944-6976

To Borrowers

Exchange Income Corporation
1067 Sherwin Road
Winnipeg, MB R3H 0T8
Attention: Chief Financial Officer
Fax No.: (204) 982-1855

EIIF Management USA, Inc.
1067 Sherwin Road
Winnipeg, MB R3H 0T8
Attention: Chief Financial Officer
Fax No.: (204) 982-1855

To Canadian Lender

The Toronto-Dominion Bank
4th Floor, 201 Portage Avenue
Winnipeg, MB R3C 2T2
Attention: Vice-President
Fax No. (204) 957-0029

To Canadian Lender

Canadian Imperial Bank of Commerce
161 Bay Street, 8th Floor
Toronto, ON M5J 2S8
Attention: Vice-President
Fax No. (416) 956-3810

To Canadian Lender

Roynat Inc.
Western Canada Regional Office
3900 Scotia Centre
700 – 2 Street SW
Calgary, Alberta T2P 2W2
Attention: Greg Steenson, Managing Director, Risk Management
Ph# 403-269-7755 Fax # 403-269-7701

With copy to:

Roynat Inc.
401 – 200 Portage Avenue
Winnipeg, MB R3C 3X2
Attention: Director and District Manager
Fax No.: (204) 985-5530

To Canadian Lender

Alberta Treasury Branches
600, 444 -7th Avenue SW
Calgary, AB T2P 0X8
Attention: Director
Fax No.: (403) 974-5191

To Canadian Lender

National Bank of Canada
Suite 3200, 130 King Street West
Toronto, ON M5X 1J9
Attention: Vice President
Fax No. (416) 869-6545

To Canadian Lender

Laurentian Bank of Canada
1981 McGill College Avenue, Suite 1500
Montreal QC H3A 3K3
Attention: Alexandra Lamothe
Fax No. (514) 284-4551

To Canadian Lender

Bank of Montreal
350 - 7th Avenue S.W
9th Floor, First Canadian Centre
Calgary, AB T2P 3N9
Attention: Gerald Buhler
Managing Director,
Corporate Finance Division, Prairies
Email: Gerald.Buhler@bmo.com
Fax No.: (403) 234-1688

To Canadian Lender

HSBC Bank Canada
9th Floor, 10250 - 101 Street NW
Edmonton, AB T5J 3P4
Attention: Steven M. Chong
Fax No. (780) 426-2660
Email: Steven_M_Chong@hsbc.ca

To Canadian Lender

Raymond James Finance Company of Canada Ltd.
40 King Street West, 54th Floor
Toronto, ON M5H 3Y2
Attention: Brian Chick, Vice President
Fax No. 416-777-6390
Email: Brian.Chick@raymondjames.com

To Canadian Lender

Fédération des caisses Desjardins du Québec
1170, Peel Street, Suite 300
Montréal QC Canada H3B 0A9
Attention: Michel Voyer
Fax: 514-281-4317
Email: michel.a.voyer@desjardins.com

To U.S. Lender

Roynat Business Capital Inc.
c/o Roynat Inc.
Western Canada Regional Office
3900 Scotia Centre
700 – 2 Street SW
Calgary, Alberta T2P 2W2
Attention: Greg Steenson, Managing Director, Risk Management
Ph# 403-269-7755 Fax # 403-269-7701

With copy to:

Roynat Inc.
401 – 200 Portage Avenue
Winnipeg, MB R3C 3X2
Attention: Director and District Manager
Fax No.: (204) 985-5530

To U.S. Lender

Canadian Imperial Bank of Commerce, New York Branch
425 Lexington Avenue, 4th Floor
New York, NY 10017
Attention: Dominic Sorresso, Executive Director
Fax No.: (212) 856-3761

To U.S. Lender

The Toronto-Dominion Bank, New York Branch
31 West 52nd Street, 19th Floor
New York, New York 100196101
Attention: Vice President & Director, Credit Management, US Business Banking Services
Fax No.: (212) 827-7232

With a copy to:

The Toronto-Dominion Bank, as agent
TD Bank Tower
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2
Attention: Vice-President, Loan Syndications-Agency
Fax No.: (416) 944-6976

To U.S. Lender

National Bank of Canada, New York Branch
65 East 55th Street
New York, NY 10022
Attention: Vincent Lima
Fax No. (212) 632-8509

To U.S. Lender

Desjardins Florida Branch
1001 E. Hallandale Beach Blvd. Suite 200
Hallandale Beach FL 33009
Attention: Michel Brouillet
Fax No. (954) 458-9529
Email: michel.brouillet@desjardinsflb.com

To Canadian Swing Line Lender

The Toronto-Dominion Bank
4th Floor, 201 Portage Avenue
Winnipeg, MB R3C 2T2
Attention: Vice-President
Fax No. (204) 957-0029

To U.S. Swing Line Lender

The Toronto-Dominion Bank, New York Branch
31 West 52nd Street, 19th Floor

New York, NY 10019

Attention: Vice President & Director, Credit Management, US Business Banking Services

Fax No.: (212) 827-7232

SCHEDULE O

SECURITY DOCUMENTS

General Security Agreements

- General Security Agreement granted by Exchange Income Corporation dated July 28, 2009
- General Security Agreement granted by Perimeter Aviation LP dated July 28, 2009
- General Security Agreement granted by Perimeter Aviation GP Inc. dated July 28, 2009
- General Security Agreement granted by 4873999 Manitoba Ltd. dated July 28, 2009
- General Security Agreement granted by Keewatin Air LP dated July 28, 2009
- General Security Agreement granted by Keewatin Air GP Inc. dated July 28, 2009
- General Security Agreement granted by Overlanders Manufacturing LP dated July 27, 2009
- General Security Agreement granted by OM GP Inc. dated July 27, 2009
- General Security Agreement granted by Water Blast Manufacturing LP dated July 27, 2009
- General Security Agreement granted by WBM GP Inc. dated July 27, 2009
- **General Security Agreement granted by EIIF Management USA, Inc. dated January 2, 2008
- ***General Security Agreement granted by Stainless Fabrication, Inc. dated January 2, 2008
- General Security Agreement granted by Calm Air International LP dated July 28, 2009
- General Security Agreement granted by Calm Air GP Inc. dated July 28, 2009
- General Security Agreement granted by Bearskin GP Inc. dated January 1, 2011
- General Security Agreement granted by Bearskin Lake Air Service LP dated January 1, 2011
- General Security Agreement granted by 7662572 Canada Ltd. dated January 1, 2011
- General Security Agreement granted by 7660367 Canada Ltd. dated January 1, 2011
- General Security Agreement granted by WesTower Communications Ltd. dated April 1, 2011
- General Security Agreement granted by Custom Helicopters Ltd. dated February 1, 2012
- General Security Agreement granted by 4258551 Manitoba Ltd. dated February 1, 2012
- General Security Agreement granted by Manalta Flight Services Ltd. dated February 1, 2012
- General Security Agreement granted by 6398384 Manitoba Ltd. dated February 1, 2012
- General Security Agreement granted by Regional One, Inc. dated April 12, 2013
- General Security Agreement granted by Dallas Sailer Enterprises, Inc. dated April 12, 2013
- General Security Agreement granted by R1 Canada LP dated May 12, 2014
- General Security Agreement granted by R1 GP Inc. dated May 12, 2014
- General Security Agreement granted by 8900973 Canada Ltd. dated December 15, 2014
- General Security Agreement granted by Provincial Aerospace Ltd. dated January 2, 2015
- General Security Agreement granted by PAL Aerospace Ltd. dated January 2, 2015
- General Security Agreement granted by DECA Aviation Engineering Limited dated January 2, 2015

- General Security Agreement granted by PAL Airlines Ltd. dated January 2, 2015
- General Security Agreement granted by PAL Aviation Services Ltd. dated January 2, 2015
- General Security Agreement granted by PAL Aero Services Ltd. dated January 2, 2015
- General Security Agreement granted by PAL Aviation Properties Ltd. dated January 2, 2015
- General Security Agreement granted by Ben Machine Products Company Incorporated dated July 2, 2015
- General Security Agreement granted by Central Point Procurement Inc. dated January 25, 2016
- General Security Agreement granted by CarteNav Solutions Inc. dated August 8, 2016
- General Security Agreement granted by Team J.A.S., Inc. dated November 4, 2016
- Deed of Floating Charge given by EIC Aircraft Leasing Limited dated January 31, 2017

Unlimited Guarantees

- Unlimited Guarantee of the obligations of Perimeter Aviation LP given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Keewatin Air LP given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Overlanders Manufacturing LP given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Water Blast Manufacturing LP given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Calm Air International LP given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Stainless Fabrication, Inc. given by Exchange Income Corporation dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 4873999 Manitoba Ltd. dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by OM GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Perimeter Aviation LP dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Perimeter Aviation GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Overlanders Manufacturing LP dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Keewatin Air LP dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Keewatin Air GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Water Blast Manufacturing LP dated July 28, 2009

- Unlimited Guarantee of the obligations of Exchange Income Corporation given by WBM GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Calm Air International LP dated July 28, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Calm Air GP Inc. dated July 28, 2009
- Unlimited Guaranty of the obligations of Exchange Income Corporation given by EEIF Management USA, Inc. dated July 28, 2009
- Unlimited Guaranty of the obligations of Exchange Income Corporation and EEIF Management USA, Inc. given by Stainless Fabrication, Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Calm Air International LP dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Calm Air GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Water Blast Manufacturing LP dated July 27, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by WBM GP Inc. dated July 27, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Perimeter Aviation LP dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Perimeter Aviation GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Keewatin Air LP dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Keewatin Air GP Inc. dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by 4873999 Manitoba Ltd. dated July 28, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Overlanders Manufacturing LP dated July 27, 2009
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by OM GP Inc. dated July 27, 2009
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Bearskin GP Inc. dated January 1, 2011
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Bearskin Lake Air Service LP dated January 1, 2011
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 7662572 Canada Ltd. dated January 1, 2011
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 7660367 Canada Ltd. dated January 1, 2011
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Bearskin GP Inc. dated January 1, 2011
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by Bearskin Lake Air Service LP dated January 1, 2011
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by 7662572 Canada Ltd. dated January 1, 2011
- Unlimited Guarantee of the obligations of EEIF Management USA, Inc. given by 7660367 Canada Ltd. dated January 1, 2011

- Unlimited Guarantee of the obligations of Bearskin Lake Air Service LP given by Exchange Income Corporation dated January 1, 2011
- Unlimited Guarantee of the obligations of 7660367 Canada Ltd. given by Exchange Income Corporation dated January 1, 2011
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by WesTower Communications Ltd. dated April 1, 2011
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by WesTower Communications Ltd. dated April 1, 2011
- Unlimited Guarantee of the obligations of WesTower Communications Ltd. given by Exchange Income Corporation dated April 1, 2011
- Unlimited Guarantee of the obligations of Custom Helicopters Ltd. given by Exchange Income Corporation dated February 1, 2012
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Custom Helicopters Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by Custom Helicopters Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 4258551 Manitoba Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by 4258551 Manitoba Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Manalta Flight Services Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by Manalta Flight Services Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 6398384 Manitoba Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by 6398384 Manitoba Ltd. dated February 1, 2012
- Unlimited Guarantee of the obligations of Exchange Income Corporation and EIIIF Management USA, Inc. given by Regional One, Inc. dated April 12, 2013
- Unlimited Guarantee of the obligations of Exchange Income Corporation and EIIIF Management USA, Inc. given by Dallas Sailer Enterprises, Inc. dated April 12, 2013
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by R1 Canada LP dated May 12, 2014
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by R1 Canada LP dated May 12, 2014
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by R1 GP Inc. dated May 12, 2014
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by R1 GP Inc. dated May 12, 2014
- Unlimited Guarantee of the obligations of R1 Canada LP given by Exchange Income Corporation dated May 12, 2014
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by 8900973 Canada Ltd. dated December 15, 2014
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by EIC Luxembourg SÀRL dated December 15, 2014
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by 8900973 Canada Ltd. dated December 15, 2014

- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by EIC Luxembourg SÀRL dated December 15, 2014
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Provincial Aerospace Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by Provincial Aerospace Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by PAL Aerospace Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by PAL Aerospace Ltd. dated June 26, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by DECA Aviation Engineering Limited dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by DECA Aviation Engineering Limited dated January 2, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by PAL Airlines Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by PAL Airlines Ltd. dated June 26, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by PAL Aviation Services Ltd. dated January 28, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by PAL Aviation Services Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by PAL Aero Services Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by PAL Aero Services Ltd. dated January 28, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by PAL Aviation Properties Ltd. dated January 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by PAL Aviation Properties Ltd. dated January 28, 2015
- Unlimited Guarantee of the obligations of Provincial Aerospace Ltd. given by Exchange Income Corporation dated January 2, 2015
- Unlimited Guarantee of the obligations of PAL Aerospace Ltd. given by Exchange Income Corporation dated January 2, 2015
- Unlimited Guarantee of the obligations of PAL Airlines Ltd. given by Exchange Income Corporation dated January 2, 2015
- Unlimited Guarantee of the obligations of PAL Aviation Services Ltd. given by Exchange Income Corporation dated January 2, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Ben Machine Products Company Incorporated dated July 2, 2015
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by Ben Machine Products Company Incorporated dated July 2, 2015
- Unlimited Guarantee of the obligations of Ben Machine Products Company Incorporated given by Exchange Income Corporation dated July 2, 2015
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by Central Point Procurement Inc. dated January 25, 2016
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by Central Point Procurement Inc. dated January 25, 2016

- Unlimited Guarantee of the obligations of Central Point Procurement Inc. given by Exchange Income Corporation dated January 25, 2016
- Unlimited Guarantee of the obligations of Exchange Income Corporation given by CarteNav Solutions Inc. dated August 8, 2016
- Unlimited Guarantee of the obligations of EIIIF Management USA, Inc. given by CarteNav Solutions Inc. dated August 8, 2016
- Unlimited Guarantee of the obligations of CarteNav Solutions Inc. given by Exchange Income Corporation dated August 8, 2016
- Unlimited Guarantee of the obligations of Exchange Income Corporation and EIIIF Management USA, Inc. given by Team J.A.S., Inc. dated November 4, 2016
- Guarantee and Indemnity of the obligations of Exchange Income Corporation and EIIIF Management USA, Inc. given by EIC Aircraft Leasing Limited dated January 31, 2017

Pledge Agreements

- Pledge Agreement granted by Perimeter Aviation GP Inc. dated July 28, 2009
- Pledge Agreement granted by Exchange Income Corporation dated July 28, 2009
- Pledge Agreement granted by Exchange Income Corporation dated July 28, 2009 (interim)
- Pledge Agreement granted by OM GP Inc. dated July 27, 2009
- Pledge Agreement granted by Calm Air GP Inc. dated July 28, 2009
- Pledge Agreement granted by Keewatin Air GP Inc. dated July 28, 2009
- Pledge Agreement granted by WBM GP Inc. dated July 27, 2009
- Pledge and Cash Collateral Agreement granted by EIIIF USA, Inc. dated January 2, 2008
- **Amendment to Pledge and Cash Collateral Agreement granted by EIIIF Management USA, Inc. dated January 2, 2008
- **Collateral Assignment of Rights Under Stock Purchase Agreement granted by EIIIF Management USA, Inc. dated January 2, 2008
- Amendment to Pledge and Cash Collateral Agreement granted by EIIIF Management USA, Inc. dated April 12, 2013 in connection with the shares of Regional One, Inc. and Dallas Sailer Enterprises, Inc.
- Pledge Agreement granted by Bearskin GP Inc. dated January 1, 2011
- Pledge Agreement granted by 7662572 Canada Ltd. dated January 1, 2011
- Pledge Agreement granted by WesTower Investments Ltd. dated April 1, 2011
- Pledge Agreement granted by WesTower GP Inc. dated April 1, 2011
- Pledge Agreement granted by R1 GP Inc. dated May 12, 2014
- Share Pledge Agreement granted by 8900973 Canada Ltd. dated December 15, 2014
- Account Pledge Agreement granted by EIC LUXEMBOURG SÀRL dated December 15, 2014
- Receivables Pledge Agreement granted by EIC LUXEMBOURG SÀRL dated December 15, 2014
- Intercompany Debt Pledge Agreement granted by EIC LUXEMBOURG SÀRL dated December 15, 2014
- Pledge Agreement granted by Provincial Aerospace Ltd. dated January 2, 2015
- Pledge Agreement granted by PAL Aerospace Ltd. dated January 2, 2015
- Pledge Agreement granted by PAL Aviation Services Ltd. dated January 2, 2015
- Pledge Agreement granted by CarteNav Solutions Inc. dated August 8, 2016

- Charge of Shares granted by Exchange Income Corporation in respect of EIC Aircraft Leasing Limited dated January 31, 2017
- Amendment to Pledge and Cash Collateral Agreement granted by EIIF Management USA, Inc. dated November 4, 2016 in connection with the shares of Team J.A.S., Inc.

Mortgages of Leases

- Mortgage of Lease by Way of Sublease (Facilities) between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated July 8, 2005, regarding Winnipeg Airport Facilities, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease (Parking) between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated July 8, 2005, regarding Winnipeg Airport Parking, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated July 8, 2005, regarding hangar at Rankin Inlet, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated July 8, 2005, regarding office space at Thompson Airport, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease (Facilities) between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated May 6, 2004, regarding the Ferry Road Terminal, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease (Parking) between Perimeter Aviation Ltd. and The Toronto-Dominion Bank dated May 6, 2004, regarding the Ferry Road Terminal, assumed by Perimeter Aviation LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Keewatin Air Limited and The Toronto-Dominion Bank dated July 8, 2005, regarding Rankin Inlet Leases - Buildings, assumed by Keewatin Air LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Keewatin Air Limited and The Toronto-Dominion Bank dated July 8, 2005, regarding Nunavut Air Terminal Leases, assumed by Keewatin Air LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Keewatin Air Limited and The Toronto-Dominion Bank dated July 8, 2005, regarding Churchill Leases, assumed by Keewatin Air LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Keewatin Air Limited and The Toronto-Dominion Bank dated July 8, 2005, regarding Esso Avitat Premises in Winnipeg, assumed by Keewatin Air LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Keewatin Air Limited and The Toronto-Dominion Bank dated July 8, 2005, regarding Western Canada Aviation Museum

- Premises, assumed by Keewatin Air LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Overlanders Manufacturing GP Inc. and The Toronto-Dominion Bank dated October 23, 2006, regarding British Columbia Property, assumed by Overlanders Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by Way of Sublease between Water Blast Manufacturing LP and The Toronto-Dominion Bank dated June 25, 2007, regarding 4002 - 9th Avenue N., Lethbridge, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by Way of Sublease between Water Blast Manufacturing LP and The Toronto-Dominion Bank dated June 25, 2007, regarding 16712 - 118th Avenue, Edmonton, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by Way of Sublease between Water Blast Manufacturing LP and The Toronto-Dominion Bank dated June 25, 2007, regarding 6763 - 76th St., Red Deer, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by Way of Sublease between Water Blast Manufacturing LP and The Toronto-Dominion Bank dated June 25, 2007, regarding 11950 - 167 St., Edmonton, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by Way of Sublease between Water Blast Manufacturing Grande Prairie Ltd and The Toronto-Dominion Bank dated June 25, 2007, regarding 9641 & 9639 - 116th Street, Grande Prairie, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Mortgage of Lease by way of Sublease between 894092 Alberta Ltd. and The Toronto-Dominion Bank dated June 25, 2007 regarding 3700 - 19th Street, NE, Calgary, Alberta, assumed by Water Blast Manufacturing LP under an Assumption of Mortgages of Lease Agreement dated July 27, 2009
- Leasehold Deed of Trust, Security Agreement and Fixture Filing between Stainless Fabrication, Inc. and Toronto Dominion (Texas) LLC dated January 2, 2008 regarding 4455 W. Kearney Street, Springfield, Missouri, as amended by a First Amendment to Leasehold Deed of Trust, Security Agreement and Fixture Filing dated as of July 28, 2009
- Mortgage of Lease by Way of Sublease between Calm Air International Ltd. and The Toronto-Dominion Bank dated April 8, 2009, regarding certain lands at the Thompson Airport, Thompson, Manitoba, assumed by Calm Air International LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between Calm Air International Ltd. and The Toronto-Dominion Bank dated April 8, 2009, regarding certain lands at the Winnipeg International Airport, Winnipeg, Manitoba, assumed by Calm Air International LP under an Assumption of Mortgages of Lease Agreement dated July 29, 2009
- Mortgage of Lease by Way of Sublease between 7662572 Canada Ltd. and The Toronto-Dominion Bank dated January 1, 2011, regarding certain lands at 1465 and 1475 West Walsh Street, Thunder Bay, Ontario, as assumed by Bearskin Lake Air Service LP under an Assumption Agreement dated January 1, 2011

- Mortgage of Lease by Way of Sublease between Bearskin Lake Air Service LP and The Toronto-Dominion Bank dated January 1, 2011, regarding certain lands at the Sioux Lookout Airport, Ontario
- Mortgage of Lease by Way of Sublease between Bearskin Lake Air Service LP and The Toronto-Dominion Bank dated January 1, 2011, regarding certain lands at the Greater Sudbury Airport, Ontario
- Mortgage of Lease by Way of Sublease between Bearskin Lake Air Service LP and The Toronto-Dominion Bank dated January 1, 2011, regarding certain lands at the Thunder Bay Airport, Ontario
- Mortgage of Lease by Way of Sublease between Ben Machine Products Company Incorporated and The Toronto-Dominion Bank dated July 2, 2015, regarding certain lands located at Unit 1, 8065 Huntington Road, Vaughan, Ontario, L4H 3T9

Mortgage of Real Property

- *Mortgage granted by Jasper Tank Ltd. to The Toronto-Dominion Bank dated September 1, 2005, regarding: (i) Plan 7720277, Block 4, Lot 13, Containing 0.922 hectares (2.28 acres) more or less, excepting thereout all mines and minerals; and (ii) Plan 7720277, Block 4, Lot 14A, Containing 1.13 hectares (2.79 acres) more or less, excepting thereout all mines and minerals, as amended, as assumed by WBM GP Inc. pursuant to a Mortgage Assumption Agreement dated December 30, 2011;
- *Mortgage granted by Perimeter Aviation Ltd. to The Toronto-Dominion Bank dated June 12, 2007, regarding Lot 15 and Nly 3 inches perp of Lot 16, Block 1, Plan 6445 WLTO in RL 31 to 33 Parish of St. James, assumed by Exchange Income Corporation under a Mortgage Assumption Agreement dated November 22, 2010;
- Mortgage granted by Keewatin Air Limited to The Toronto-Dominion Bank dated August 27, 2008, assumed by Exchange Income Corporation under a Mortgage Assumption Agreement dated November 22, 2010, regarding the following property:

Title No. 2144632 - Lots 15 and 16 Plan 6097 WLTO exc out of said lots 15 and 16, Allen Dyne Road Plan 9405 WLTO, and exc out of said lot 16, all that portion bounded as follows; on the north by the southern limit of Allen Dyne road plan 9405 WLTO, on the south by the southern limit of said lot 16 and on the west and east by two straight lines drawn east of parallel with and perpendicularly distant 93.75 feet and 307.4 feet respectively from the western limit of said lot 16 in RL 31 to 35 parish of St. James;

Title No. 2144633 - Parcel C Plan 29085 WLTO in RL 31, 32 and 33 parish of St. James; and

Title No. 2144634 - all that portion of lot 16 Plan 6097 WLTO bounded as follows: on the north by a straight line drawn south of parallel with and perpendicularly distant 29 feet from the northern limit of said lot 16 on the south by the southern limit of said lot 16 and on the west and east by two straight lines drawn east of parallel with and perpendicularly distant 93.75 feet and 307.4 feet

respectively from the western limit of said lot 16, in RL 31 to 35
parish of St. James.

- Mortgage granted by Calm Air International Ltd. to The Toronto-Dominion Bank dated April 8, 2009, regarding the lands legally described as: at Thompson and being Lot 12 Block 92 Plan 760 PLTO (N DIV) in 78-3 WPM EXC all mines, minerals and other reservations as contained in the Crown Lands Act, assumed by Exchange Income Corporation under a Mortgage Assumption Agreement dated October 28, 2010;
- Mortgage granted by WesTower Communications Ltd. to The Toronto-Dominion Bank dated April 1, 2011, regarding the lands in British Columbia legally described as:

Lot A Section 5 Township 8 New Westminster District
Explanatory Plan 72848.

- Mortgage granted by WesTower Communications Ltd. to The Toronto-Dominion Bank dated April 1, 2011, regarding the lands in British Columbia legally described as:

Lot 58 North West Quarter Section 5 Township 8 New
Westminster District Plan 59700.

Subordination Agreements

- Fifth Amended and Restated Subordination and Postponement Agreement given by Exchange Income Corporation in respect of the Series D, F, G, H, I and J Debentures dated May 4, 2011
- Subordination and Postponement Agreement given by Exchange Income Corporation in respect of the 7 year 5.50% Debentures dated September 19, 2012
- Subordination and Postponement Agreement given by Exchange Income Corporation in respect of 7 year 5.35% Debentures dated March 25, 2013
- Subordination and Postponement Agreement given by Exchange Income Corporation in respect of 7 year 6.00% Debentures dated February 11, 2014
- Subordination and Postponement Agreement given by the Exchange Parties in connection with all intercompany debt and all security given for such debt dated May 12, 2014
- Counterpart to Subordination and Postponement Agreement given by 8900973 Canada Ltd. and EIC LUXEMBOURG SÀRL dated December 15, 2014
- Counterpart to Subordination and Postponement Agreement given by PAL Aerospace Ltd., DECA Aviation Engineering Limited, PAL Airlines Ltd., PAL Aviation Services Ltd., PAL Aero Services Ltd., PAL Aviation Properties Ltd. and Provincial Aerospace Ltd. dated January 2, 2015
- Counterpart to Subordination and Postponement Agreement given by Ben Machine Products Company Incorporated dated July 2, 2015
- Counterpart to Subordination and Postponement Agreement given by Central Point Procurement Inc. dated January 25, 2016
- Counterpart to Subordination and Postponement Agreement given by Team J.A.S., Inc. dated November 4, 2016
- Counterpart to Subordination and Postponement Agreement given by CarteNav Solutions Inc. dated August 8, 2016

- Counterpart to Subordination and Postponement Agreement given by EIC Aircraft Leasing Limited dated January 31, 2017, pursuant to the Guarantee and Indemnity given by EIC Aircraft Leasing Limited

Assignment of Insurance

- Assignment of proceeds of insurance policies naming The Toronto-Dominion Bank as first loss payee of all insurance policies held by each of the Exchange Parties

Assignment of Leases and Rents

- Assignment of Leases and Rents given by Keewatin Air Limited, dated June 30, 2005, as replaced by Assignment of Leases and Rents given by Keewatin Air LP dated July 29, 2009
- Assignment for Collateral Purposes only re: Crown Land Permits from Perimeter Aviation Ltd. to The Toronto-Dominion Bank.

Other

- Confirmation of Blocked Account Control Agreement from EEIF Management USA, Inc. dated July 28, 2009
- **Hazardous Materials Indemnity Agreement dated as of January 2, 2008 from EEIF Management USA, Inc. and Stainless Fabrication, Inc.
- ***Landlord's Waiver and Consent dated as of January 2, 2008 among, *inter alia*, Stainless Fabrication, Inc. and Design-Build-Lease, LLC
- **Deposit Account Control Agreement dated as of January 31, 2008 among, *inter alia*, Stainless Fabrication, Inc. and Commerce Bank, N.A.
- **Landlord's Waiver, Consent and Agreement dated as of January 2, 2008 among, *inter alia*, Stainless Fabrication, Inc. and Stainless Fabrication Realty, L.L.C.
- Landlord's Consent to Amendment of Leasehold Deed of Trust dated as of July 28, 2009 from SF Realty, LLC
- Landlord's Consent to Amendment of Leasehold Deed of Trust dated as of July 28, 2009 from SF Realty, LLC
- Landlord's Waiver, Consent and Agreement among, *inter alia*, Regional One, Inc. and Miami Beach Holding Company
- Landlord's Waiver, Consent and Agreement among, *inter alia*, Regional One, Inc. and Nava Group, LLC
- Second Amended and Restated Master Reaffirmation and Amendment to Loan Documents given by the Exchange Parties dated March 3, 2017

*As amended by a Fourth Amended and Restated Security and Guarantee Amending Agreement dated December 21, 2007

**As confirmed by a Confirmation, Reaffirmation and Ratification Agreement from EEIF Management USA, Inc. dated July 28, 2009

***As confirmed by a Confirmation, Reaffirmation and Ratification Agreement from Stainless Fabrication, Inc. dated July 28, 2009

SCHEDULE P

AUTHORIZED AND ISSUED CAPITAL AS AT MARCH 3, 2017

Entity Name	Authorized Capital	Issued Capital	Registered Share or Unit Holder
Exchange Income Corporation	Unlimited Common Shares	Common Shares	Widely Held
Perimeter Aviation LP	Unlimited LP and GP Units	1 GP Unit and 55,497,972 LP Units	GP Unit held by Perimeter Aviation GP Inc., LP Units held by Exchange Income Corporation
Perimeter Aviation GP Inc.	Unlimited number of common shares	100 common shares	Exchange Income Corporation
Keewatin Air LP	Unlimited LP and GP Units	1 GP Unit and 19,934,906 LP Units	GP Unit held by Keewatin Air GP Inc., LP Units held by Exchange Income Corporation
Keewatin Air GP Inc.	Unlimited number of common shares	100 common shares	Exchange Income Corporation
4873999 Manitoba Ltd.	Unlimited number of Common Shares	10 common shares	Exchange Income Corporation
Overlanders Manufacturing LP	Unlimited GP and LP Units	1 GP Unit and 6,867,920 LP Units	GP Unit held by OM GP Inc., LP Units held by Exchange Income Corporation
OM GP Inc.	Unlimited number of common shares	100 common shares	Exchange Income Corporation
Water Blast Manufacturing LP	Unlimited GP and LP Units	1 GP Unit and 33,200,546 LP Units	GP Unit held by WBM GP Inc., LP Units held by Exchange Income Corporation
WBM GP Inc.	Unlimited number of common shares	100 common shares	Exchange Income Corporation
EIIF Management USA, Inc.	100 common shares	100 common shares	Exchange Income Corporation
Stainless Fabrication, Inc.	30,000 common shares	15,000 common shares	EIIF Management USA, Inc.
Calm Air International LP	Unlimited LP and GP Units	1 GP Unit and 62,210,033 LP Units	GP Unit held by Calm Air GP Inc., LP Units held by Exchange Income Corporation
Calm Air GP Inc.	Unlimited number of	100 common shares	Exchange Income

Entity Name	Authorized Capital	Issued Capital	Registered Share or Unit Holder
	Common Shares		Corporation
7662572 Canada Ltd.	n/a	n/a	Company is wound up but not yet dissolved
7660367 Canada Ltd.	n/a	n/a	Company is wound up but not yet dissolved
Bearskin GP Inc.	Unlimited number of Common Shares	100 common shares	Exchange Income Corporation
Bearskin Lake Air Service LP.	Unlimited LP and GP Units	1 GP Unit and 32,500,011 LP Units	GP Unit held by Bearskin GP Inc., LP Units held by Exchange Income Corporation
WesTower Communications Ltd.	Unlimited number of Common Shares	100 common shares	Exchange Income Corporation
Custom Helicopters Ltd.	Unlimited number of Common Shares	101 common shares	Exchange Income Corporation
Regional One, Inc.	1000 common shares	999 shares of non-voting common stock and 1 share of voting common stock	EIIF Management USA, Inc.
Dallas Sailer Enterprises, Inc.	100,000 common shares	100,000 shares of common stock	EIIF Management USA, Inc.
R1 Canada LP	Unlimited GP and LP Units	1 GP Unit 10 and LP Units	GP Unit held by R1 GP Inc., LP Units held by Exchange Income Corporation
R1 GP Inc.	Unlimited number of common shares	100 common shares	Exchange Income Corporation
8900973 Canada Ltd.	Unlimited number of common shares	20,100 common shares	Exchange Income Corporation
EIC LUXEMBOURG SÀRL	N/A	26,250 ordinary shares 1,469,937 Mandatory Redeemable Preferred Shares (MRPS)	8900973 Canada Ltd.
PAL Aerospace Ltd.	Unlimited number of: common shares and Class A preferred shares	277 common shares	Provincial Aerospace Ltd.
DECA Aviation Engineering Limited	Unlimited number of: Class A common shares, Class B common shares, Class C common shares and special shares	10 Class A common shares 10 Class B common shares 10 Class C common shares 3 special shares	PAL Aerospace Ltd.

Entity Name	Authorized Capital	Issued Capital	Registered Share or Unit Holder
PAL Airlines Ltd.	Unlimited number of: common shares and preference shares	574 common shares	Provincial Aerospace Ltd.
PAL Aviation Services Ltd.	Unlimited number of: common shares and Preference Shares	600 common shares	Provincial Aerospace Ltd.
PAL Aero Services Ltd.	Unlimited number of: common shares and Class A Preference shares	135 common shares	PAL Aviation Services Ltd.
PAL Aviation Properties Ltd.	Unlimited number of: common shares, Class "A" Preference Shares and Class "B" Preference Shares	100 common shares	PAL Aviation Services Ltd.
Provincial Aerospace Ltd.	Unlimited number of: common shares	202 common shares	Exchange Income Corporation
Ben Machine Products Company Incorporated	Unlimited number of: common shares	102 common shares	Exchange Income Corporation
Central Point Procurement Inc.	Unlimited number of: common shares	100 shares	Exchange Income Corporation
Team J.A.S., Inc.		1 share	Exchange Income Corporation
CarteNav Solutions Inc.	Unlimited number of: common shares	100 shares	Exchange Income Corporation
EIC Aircraft Leasing Limited	1,000,000 shares	1 share	Exchange Income Corporation

SCHEDULE Q

PERMITTED LETTERS OF CREDIT

1. Issued by Canadian Imperial Bank of Commerce and dated August 21, 2013 for a guarantee in respect of potential liquidated damages obligations related to an offset agreement of Provincial Aerospace Ltd. in favour of [REDACTED] in the amount of \$9,798,283 (USD), with such obligation being cash-collateralized.
2. Issued by Canadian Imperial Bank of Commerce and dated May 28, 2014 for a guarantee in respect of potential liquidated damages obligations related to an offset agreement of Provincial Aerospace Ltd. in favour of [REDACTED] in the amount of \$947,619 (USD), with such obligation being cash-collateralized.
3. Issued by Canadian Imperial Bank of Commerce and dated August 5, 2010 in respect of the general operations of Provincial Airlines Limited in favour of [REDACTED] in the amount of \$58,000, with such obligation to be cash-collateralized.
4. Issued by Canadian Imperial Bank of Commerce and dated August 11, 2011 for a performance guarantee related to an aircraft maintenance contract of PAL Aerospace Ltd. in favour of [REDACTED] in the amount of \$487,920 (USD), with such obligation to be cash-collateralized.
5. Issued by Canadian Imperial Bank of Commerce and dated September 22, 2014 for a performance guarantee related to an aircraft maintenance contract of PAL Aerospace Ltd. in favour of [REDACTED] in the amount of \$251,700 (USD), with such obligation to be cash-collateralized.

SCHEDULE R

PERMITTED GUARANTEES

1. Guarantee from Provincial Aerospace Ltd. to Robert Foster dated January 16, 2014 for all present and future indebtedness of any kind which PAL Aerospace Ltd. has incurred or may incur to Robert Foster arising in connection with the promissory note (in the amount of \$200,000) provided by PAL Aerospace Ltd. to Robert Foster with respect to the purchase of Robert Foster's shares in DECA Aviation Engineering Limited.
2. Guarantee from Provincial Aerospace Ltd. to Richard Maiuri dated January 16, 2014 for all present and future indebtedness of any kind which PAL Aerospace Ltd. has incurred or may incur to Richard Maiuri arising under or in connection with the promissory note (in the amount of \$160,000) provided by PAL Aerospace Ltd. to Richard Maiuri with respect to the purchase of Richard Maiuri's shares in DECA Aviation Engineering Limited.
3. Guarantee from Provincial Aerospace Ltd. to John Wong dated January 16, 2014 for all present and future indebtedness of any kind which PAL Aerospace Ltd. has incurred or may incur to John Wong arising under or in connection with the promissory note (in the amount of \$160,000) provided by PAL Aerospace Ltd. to John Wong with respect to the purchase of John Wong's shares in DECA Aviation Engineering Limited.
4. Guarantee, not to exceed the amount of €4,375,800, from Provincial Aerospace Ltd. of the obligations of Thales Systems Aeroportes SA under a performance bond related to a contract with the United Arab Emirates Armed Forces ("UAE") to provide two modified aircraft.
5. Guarantee, not to exceed the amount of €900,000, from Provincial Aerospace Ltd. of the obligations of Electronica SPA under a performance bond related to a contract with UAE to provide two modified aircraft.
6. Guarantee, not to exceed the amount of \$4,155,690 (USD), from Provincial Aerospace Ltd. of the obligations of Thales Systems Aeroportes SA under a performance bond related to a contract with UAE to provide two modified aircraft.
7. Guarantee, not to exceed the amount of \$5,623,732.50 (USD), from Provincial Aerospace Ltd. of the obligations of Star Satellite Communications Company PJSC under a performance bond related to a contract with UAE to provide two modified aircraft.
8. Buyer's Guarantee dated September 30, 2014 issued by Provincial Aerospace Ltd. in favour of Star Satellite Communications Company PJSC pursuant to which Provincial Aerospace Ltd. has agreed to hold up to \$12,050,197.50 (USD) (to be reduced over time as certain payments are provided to Star Satellite Communications Company PJSC) in favour of Star Satellite Communications Company PJSC, until such time as Provincial Aerospace Ltd. makes all required remittances under an agreement with Star Satellite Communications Company PJSC pursuant to which Star Satellite Communications Company PJSC will provide certain systems and services to Provincial Aerospace Ltd. in connection with the agreements between Provincial Aerospace Ltd. and UAE.

9. Environmental Indemnity Agreement dated December 5, 2005 among Provincial Airlines Limited (which will amalgamate to form Provincial Aerospace Ltd.), General Electric Canada Real Estate Finance Inc. and GE Canada Equipment Financing G.P., whereby Provincial Airlines Limited has indemnified GE Canada Equipment Financing G.P. in respect of any environmental obligations concerning the lands at the St. John's International Airport which are mortgaged in favour of General Electric Canada Real Estate Finance Inc. (all of which has been assigned to National Bank of Canada).
10. Engagement letter between Provincial Aerospace Ltd. and BMO Nesbitt Burns Inc. ("BMO") related to the acquisition of Provincial Aerospace Ltd. by Exchange Income Corporation (the "Transaction"), whereby BMO is indemnified for all expenses, losses, damages and liabilities incurred in investigating, defending, settling and/or satisfying a judgment in any action, suit, etc. insofar as such action, suit, etc. arises out of or is based upon, directly or indirectly, the engagement of BMO Nesbitt Burns Inc. for the Transaction.
11. Declaration and Indemnity Agreement between Export Development Canada ("EDC") and the Borrowers and the Guarantors whereby the Borrowers and the Guarantors indemnify EDC against, *inter alia*, all claims and demands made in respect of an Indemnity Bonding Product. EDC backstops / guarantees certain letters of credit for which there is no cash collateral. To the extent EDC is called on its guarantee of a letter of credit, EDC will have recourse to each of the Borrowers and the Guarantors for any loss incurred by EDC.

SCHEDULE S
FORM OF ASSIGNMENT AGREEMENT

THIS AGREEMENT made the • of •, •.

TO: EXCHANGE INCOME CORPORATION,
EIIIF MANAGEMENT USA, INC. (the "Borrowers")

TO: 4873999 MANITOBA LTD.,
KEEWATIN AIR LP,
KEEWATIN AIR GP INC.,
OM GP INC.,
OVERLANDERS MANUFACTURING LP,
PERIMETER AVIATION GP INC.,
PERIMETER AVIATION LP,
WBM GP INC.,
WATER BLAST MANUFACTURING LP,
STAINLESS FABRICATION, INC.,
CALM AIR INTERNATIONAL LP,
CALM AIR GP INC.,
BEARSKIN LAKE AIR SERVICE LP,
BEARSKIN GP INC.,
WESTOWER COMMUNICATIONS LTD.,
CUSTOM HELICOPTERS LTD.,
REGIONAL ONE, INC.,
DALLAS SAILER ENTERPRISES, INC.,
R1 CANADA LP,
R1 GP INC.,
8900973 CANADA LTD.,
EIC LUXEMBOURG S.À.R.L.,
DECA AVIATION ENGINEERING LIMITED,
PAL AERO SERVICES LTD.,
PAL AEROSPACE LTD.,
PAL AIRLINES LTD.,
PAL AVIATION PROPERTIES LTD.,
PAL AVIATION SERVICES LTD.,
PROVINCIAL AEROSPACE LTD.,
BEN MACHINE PRODUCTS COMPANY INCORPORATED
CENTRAL POINT PROCUREMENT INC.
TEAM J.A.S., INC.
CARTENAV SOLUTIONS INC.
EIC AIRCRAFT LEASING LIMITED
(the "Guarantors")

TO: THE TORONTO-DOMINION BANK,
CANADIAN IMPÉRIAL BANK OF COMMERCE,
ROYNAT INC.,
THE TORONTO-DOMINION BANK, NEW YORK BRANCH,

ROYNAT BUSINESS CAPITAL INC.,
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
ALBERTA TREASURY BRANCHES,
NATIONAL BANK OF CANADA,
NATIONAL BANK OF CANADA, NEW YORK BRANCH,
LAURENTIAN BANK OF CANADA
BANK OF MONTREAL
HSBC BANK CANADA
RAYMOND JAMES FINANCE COMPANY OF CANADA LTD.
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC
DESJARDINS FLORIDA BRANCH

(individually a "Lender" and collectively the "Lenders")

TO: THE TORONTO-DOMINION BANK,
TORONTO DOMINION (TEXAS) LLC,
(the "Agents")

TO: THE TORONTO-DOMINION BANK,
THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
(the "Swing Line Lenders")

WHEREAS the Borrowers, the Guarantors, the Agents, and the Lenders entered into the Seventh Amended and Restated Loan Agreement dated March 3, 2017, as amended and restated, amended, modified, supplemented, or restated from time to time (the "Loan Agreement");

AND WHEREAS Section 12.8(b) of the Loan Agreement contemplates that the Lenders may assign all or any part of their respective interests in the Credit Facilities to one or more Assignees;

AND WHEREAS Section 12.8(f) of the Loan Agreement provides that any Assignee shall be bound, upon the assignment of all or any part of an interest in the Credit Facilities, to execute and deliver an assignment agreement to each of the Agents, the Lenders and the Borrowers, whereby it shall assume the obligations and agree to be bound by all the terms and conditions of the Loan Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants herein contained and the mutual covenants contained in the Loan Agreement, each of the undersigned hereby agrees as follows:

Definitions.

In this Agreement, unless otherwise provided, all capitalized terms shall have the meanings ascribed thereto in the Loan Agreement.

Assumption of Obligations.

The undersigned hereby undertakes and agrees to assume, perform and discharge, from and after the date hereof, all duties, Obligations, covenants and agreements of a Lender in accordance with the terms contained in the Loan Agreement and to be bound by the terms of the Loan Agreement in all respects, and the assigning Lender shall, be released therefrom, to the extent of the amount of the individual Commitments assigned to the undersigned, being [Cdn.\$• of the Canadian Revolver Facility, Cdn \$• of the Canadian Swing Line Facility, US \$• of the U.S. Revolver Facility and US \$• of the U.S. Swing Line Facility].

Assignment of Rights.

The undersigned shall have the rights and obligations of the assigning Lender with respect to the Individual Commitments assigned to it.

Address for Notice.

All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the address or facsimile number set forth below its signature hereto or set opposite the party's name in Schedule N to the Loan Agreement or at or to such other address or addresses or facsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner.

Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery.

Any communication which is transmitted by facsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

Successors and Assigns.

The terms of this Agreement shall be binding upon and enure to the benefit of each of the Borrowers, the Guarantors, the Agents, the Lenders and the undersigned and their respective successors and permitted assigns,

Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Manitoba and the Laws of Canada applicable therein.

IN WITNESS WHEREOF this Agreement has been duly executed.

[ASSIGNEE]

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

[ASSIGNOR]

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

THE TORONTO-DOMINION BANK
AS CANADIAN AGENT

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

TORONTO DOMINION (TEXAS) LLC
AS U.S. AGENT

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

[ISSUING LENDER(S)]

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

EXCHANGE INCOME CORPORATION,
AS BORROWER

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

EIF MANAGEMENT USA, INC.
AS BORROWER

[Address]

[Facsimile Number]

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

SCHEDULE T

Intentionally Deleted

SCHEDULE U

Intentionally Deleted

SCHEDULE V
CANADIAN REPAYMENT NOTICE

[Date]

[The Toronto-Dominion Bank, as Agent]
[Address]

Attention: •

Dear Sirs:

The undersigned refers to the Seventh Amended and Restated Loan Agreement dated March 3, 2017 among, *inter alia*, Exchange Income Corporation and EIIF Management USA, Inc., as Borrowers, the Agents and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement"), and hereby gives you notice pursuant to Section 2.8 of the Loan Agreement that the undersigned Borrower shall [make a repayment of the Outstanding (the "Repayment")] or [reduce the amount of the Commitment (the "Reduction")] under the Loan Agreement, and in that connection sets forth below the information relating to such [Repayment] or [Reduction] as required by Section 2.8 of the Loan Agreement:

1. The [Repayment] or [Reduction] is in respect of [the Canadian Revolver Facility] or [the Canadian Swing Line Facility].
2. The Business Day of the [Repayment] or [Reduction] is
3. The aggregate principal amount of the [Repayment] or [Reduction] is [insert currency, amount].
4. The Type of Advance to which the Repayment should be applied is ¹
5. The Payment Account to which the Repayment should be credited is ²

Yours truly,

EXCHANGE INCOME CORPORATION

Per: _____
Authorized Signature (Title)

Per: _____
Authorized Signature (Title)

¹ & ² Omit clauses (4) and (5) in the case of a reduction

SCHEDULE W
U.S. REPAYMENT NOTICE

[Date]

[Toronto Dominion (Texas) LLC, as Agent]

[Address]

Attention: •

Dear Sirs:

The undersigned refers to the Seventh Amended and Restated Loan Agreement dated March 3, 2017 among, *inter alia*, Exchange Income Corporation and EIIIF Management USA, Inc., as Borrowers, the Agents and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement"), and hereby gives you notice pursuant to Section 2.8 of the Loan Agreement that the [Borrower] shall [make a repayment of the Outstanding (the "Repayment")] or [reduce the amount of the Commitment (the "Reduction")] under the Loan Agreement, and in that connection sets forth below the information relating to such [Repayment] or [Reduction] as required by Section 2.8 of the Loan Agreement:

1. The [Repayment] or [Reduction] is in respect of [the U.S. Revolver Facility] or the [U.S. Swing Line Facility].
2. The Business Day of the [Repayment] or [Reduction] is ³
3. The aggregate principal amount of the [Repayment] or [Reduction] is [insert currency, amount].
4. The Type of Advance to which the Repayment should be applied is ⁴
5. The Payment Account to which the Repayment should be credited is ⁵

Yours truly,

EIIIF Management USA, Inc.

Per: _____
Authorized Signature (Title)

Per: _____
Authorized Signature (Title)

³ Omit clauses (1), (5) and (6) in the case of a reduction

⁴ supra

⁵ supra