

COURT FILE NUMBERS 25-2386427
25-2386434

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

APPLICANT IN THE MATTER OF THE DIVISION I
PROPOSAL PROCEEDINGS OF ASPEN AIR
CORPORATION and ASPEN AIR U.S. CORP.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT McMillan LLP
Suite 1700, 421 - 7 Avenue S.W.
Calgary, AB T2P 4K9
Phone: 403-531-4700
Fax: 403-531-4720

Form 49
Rule 13.19
Clerk's Stamp

Attention : Adam Maerov
Phone: 403-215-2752
Email: adam.maerov@mcmillan.ca

Kourtney Rylands
Phone: 403-355-3326
Email: kourtney.rylands@mcmillan.ca

File No. 258090

AFFIDAVIT OF ONKAR DHALIWAL

Sworn June 21, 2018

I, Onkar Dhaliwal, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the President and CEO of Aspen Air Corporation ("**Aspen Air**") and Aspen Air U.S. Corp. ("**Aspen Air US**", and together with Aspen Air, the "**Aspen Companies**") and, as such, I have a personal knowledge of the facts and matters sworn to in this

Affidavit save where stated to be based on information and belief and, where so stated, I believe such information to be true.

2. This Affidavit is made in support of an Order:
 - (a) extending the period of time within which the Aspen Companies are required to file a proposal to their creditors, under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), up to and including August 20, 2018;
 - (b) declaring that the proposal trustee, Deloitte Restructuring Inc. (the “**Proposal Trustee**”), counsel to the Proposal Trustee, and Canadian and U.S. counsel to the Aspen Companies shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements) in each case at their standard rates and charges, by the Aspen Companies as part of the costs of these proceedings (the “**Proposal Proceedings**”);
 - (c) granting the following charges over the property of the Aspen Companies, listed in order of priority:
 - (i) first, an administration charge in favour of the Proposal Trustee, counsel to the Proposal Trustee, and Canadian and U.S. counsel to the Aspen Companies in an amount not to exceed CAD \$150,000; and
 - (ii) second, a director’s charge in favour of the directors and officers of the Aspen Companies not to exceed CAD \$150,000;
 - (d) authorizing the Aspen Companies to pay the Critical Suppliers (as defined below) for amounts owing to them for goods and services provided prior to the filing of

the NOIs (as defined below), in an aggregate amount not to exceed CAD \$250,000 or the U.S. equivalent of such amount;

- (e) authorizing and empowering the Aspen Companies and the Proposal Trustee to implement the Sale and Investment Solicitation Procedure (“SISP”) developed by the Aspen Companies in consultation with the Proposal Trustee;
- (f) authorizing the Aspen Companies or the Proposal Trustee to act as a foreign representative for the Aspen Companies and apply for recognition of the Proposal Proceedings as a “Foreign Main Proceeding” in the United States pursuant to Chapter 15 of the *United States Bankruptcy Code*; and
- (g) administratively consolidating the Proposal Proceedings of Aspen Air and Aspen Air US.

The Aspen Companies

- 3. The Aspen Companies manufacture and distribute industrial gases, which are used in a number of industries, including the medical, welding, food, oil and gas, refining, high tech, chemical, and paper sectors. The Aspen Companies specialize in providing liquid and gaseous nitrogen, oxygen and argon, along with storage and transportation solutions, to their customers in Canada and the United States.
- 4. Aspen Air is an Alberta corporation. Its head office is located in the City of Calgary.
- 5. Aspen Air US, incorporated in the State of Montana, is a wholly owned subsidiary of Aspen Air. Aspen Air US is also a guarantor of the credit facility between Aspen Air and Alberta Treasury Branches (“ATB”), as discussed further below.
- 6. Aspen Air and Aspen Air US operate as an integrated enterprise. The Aspen Companies have a plant located in Billings, Montana (the “**Gas Plant**”) and an office in Calgary,

Alberta which serves as the headquarters for the Aspen Companies' operations and provides general management, accounting, human resources, engineering, and sales and marketing functions for the Aspen Companies (the "**Calgary Head Office**").

7. At present, the Aspen Companies employ 10 employees in Canada and 17 employees in the United States.

Summary of Current Financial Position

8. As industrial gases are commonly used in the oil and gas sector, the Aspen Companies' business has suffered from the global decline in the price of oil and gas.
9. Pursuant to the terms of an arrangement between the Aspen Companies and Sanjel Corporation ("**Sanjel**"), Sanjel contracted with the Aspen Companies to purchase approximately 85-90% of the Aspen Companies' gas (the "**Sanjel Contract**").
10. In reliance on the Sanjel Contract, the Aspen Companies obtained financing from ATB, to in part finance the expansion of the Gas Plant to meet the demands of the Sanjel Contract.
11. ATB and Aspen Air entered into a commitment letter dated August 26, 2015, which was amended and restated to establish new payment terms on October 6, 2017 (the "**Commitment Letter**"). Under the Commitment Letter, ATB, as primary secured lender, extended various credit facilities to Aspen Air. Aspen Air US was a guarantor of Aspen Air with respect to the Commitment Letter. ATB is presently owed approximately \$6,041,094.99 (the "**ATB Loan**"). The ATB Loan is secured by a general security agreement over all present and after acquired property, a floating charge on all lands, a \$10,000,000 mortgage on the Gas Plant, a postponement and assignment of claims from any subordinated debt provider, title insurance of \$8,500,000, and a pledge agreement of the shares of Aspen Air US.
12. However, after the Aspen Companies upgraded the Gas Plant, Sanjel failed to purchase the contracted for amount of gas and subsequently failed to pay a significant receivable to the Aspen Companies, which resulted in protracted and expensive legal proceedings

between the parties. Before the Aspen Companies could collect all amounts owing from Sanjel, Sanjel filed for protection under the *Companies' Creditors Arrangement Act*.

13. The Aspen Companies have been unable to secure sufficient contracts with customers to replace the Sanjel Contract. Further, the Aspen Companies have been unable to secure additional working capital from ATB, and have therefore been operating in a significantly constrained cash position.
14. Personal Property Registry searches ("**PPR Searches**") for each of Aspen Air and Aspen Air US dated June 1, 2018, are attached hereto as Exhibit "A" and Exhibit "B", respectively.
15. The secured creditors of the Aspen Companies listed in the PPR Searches include: Alberta Treasury Branches, GE Canada Equipment Financing G.P., Ford Credit Canada Leasing, Tricor Lease & Finance Corp., Advantage Ford Sales Ltd., Alberta Leaseco Ltd., Canadian Western Bank, TDF Group Inc., Citibank, N.A., GM Financial Canada Leasing Ltd., Bank of Montreal, LBEL Inc., Jack Carter Chevrolet Cadillac Buick GMC, Toyota Credit Canada Inc., Royal Bank of Canada, Alberta Leaseco Ltd., Ryder Truck Rental Canada Ltd., Capital Now Inc., Kal Tire A Corporate Partnership ("**Kal Tire**"), and Essex Lease Financial Corporation.
16. Kal Tire has registered three garage keepers' liens in the PPR against Aspen Air, as follows:
 - (a) registration number 18042742339 with a lien amount for \$860.00;
 - (b) registration number 18052515773 with a lien amount for \$798.18; and
 - (c) registration number 18052818205 with a lien amount for \$604.64.
17. Other than ATB and Kal Tire, the majority of the creditors of the Aspen Companies listed in the Alberta PPR Searches have provided financing for the acquisition of light and heavy vehicles used in the business or the acquisition of vehicles and equipment which

were intended to create a new service line in the Aspen Companies' operations in Canada, which expansion was abandoned due in part to the significantly constrained cash flow position of the Aspen Companies.

18. The Aspen Companies have fully repaid all amounts which may have been owing to Canadian Western Bank and Capital Now Inc. and are seeking to have the registrations of those parties discharged from the Alberta Personal Property Registry.
19. No amounts having been owing to Citibank, N.A. since approximately 2016, and the Aspen Companies are seeking to have the registration of Citibank, N.A. discharged from the Alberta Personal Property Registry.
20. Uniform Commercial Code searches conducted in Montana for each of Aspen Air and Aspen Air US dated June 4, 2018, are attached hereto as Exhibit "C" and Exhibit "D", respectively.
21. A U.S. Land Titles search of the real property owned by Aspen Air with municipal address of 1524 Lockwood Road, Billings, Montana, 59101, is attached hereto as Exhibit "E" (the "**Gas Plant Property**").
22. The Aspen Companies granted ATB an interest in the Gas Plant Property pursuant to a Deed of Trust and Security Agreement dated December 6, 2012.
23. Yellowstone County has also registered a tax lien against the Gas Plant Property in the amount of USD \$168,914.75. Yellowstone County is owed approximately USD \$547,658 in property taxes.

Demand for Payment by ATB

24. On or about May 28, 2018, ATB, through its counsel, demanded payment from Aspen Air US for all amounts then owing to ATB, and issued a 10-day Notice of Intention of Enforce Security to Aspen Air US (the “**ATB Demand**”).
25. Following receipt of the ATB Demand, the Aspen Companies reached out to ATB to discuss alternatives. Such efforts were ultimately unsuccessful.
26. As a consequence of the foregoing, each of Aspen Air and Aspen Air US filed Notices of Intention to Make a Proposal under Subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (the “**NOIs**”) on June 6, 2018. Deloitte was named as Proposal Trustee of Aspen Air and Aspen Air US.
27. Immediately following the filing of the NOIs, the Aspen Companies approached ATB to again discuss possible alternatives. The Aspen Companies have had regular contact with ATB since the filing of the NOIs. The Aspen Companies have advised ATB of the proposed sale and investor solicitation process and proposed transactions. The Aspen Companies have also approached ATB and asked whether ATB would be prepared to provide interim financing. As of the date of this my affidavit ATB has not responded to any of the Aspen Companies’ inquiries.

Restructuring Efforts

28. Since the filing of the NOIs the Aspen Companies have maintained their operations in the normal course but have refrained from making payments of any pre-filing indebtedness. The customers of the Aspen Companies are generally supportive of the Proposal Proceedings. Sales revenues have been stable since the filing of the NOIs.
29. The Proposal Trustee has been working with the Aspen Companies to assist the Aspen Companies in preparing their cash flow forecasts. Attached as Exhibit “F” and Exhibit “G” to this my affidavit are true copies of Statements of Projected Cash Flow for the Thirteen Week Period Ended September 1, 2018, for both Aspen Air and Aspen Air US, respectively (the “**Cash Flow Forecasts**”).

30. In addition, the Aspen Companies have been working with their counsel and the Proposal Trustee in formulating a restructuring plan.
31. In connection with a possible restructuring plan, the Aspen Companies were approached by C.F. Capital Corporation, which expressed an interest in acquiring the ATB debt or purchasing the assets of the Aspen Companies. During the Proposal Proceedings the Aspen Companies have therefore been communicating with C.F. Capital Corporation and assisting it with its due diligence efforts in respect of the Aspen Companies. While the definitive plan has not yet been formulated, the present intention is for the Aspen Companies to continue to communicate and negotiate with C.F. Capital Corporation to determine whether a transaction or investment acceptable to the Aspen Companies can be reached. If such a transaction or investment cannot be reached, the Aspen Companies intend to conduct the SISP and make a proposal to their creditors if sufficient proceeds are generated.

Administration Charge

32. There are a number of financial and operational issues for which the Aspen Companies will require the expertise of the Proposal Trustee during the Proposal Proceedings. In my dealings and interaction to date with the Proposal Trustee, I have determined that the Proposal Trustee possesses expertise, not only in corporate restructuring matters generally, but also brings to bear insight and experience in connection with operational issues experienced by entities such as the Aspen Companies who are undergoing a restructuring.
33. The Proposal Trustee, its counsel, and the Aspen Companies' counsel are essential to the success of the Proposal Proceedings.
34. Based on the Cash Flow Forecasts the anticipated professional fees over the reporting period for the Proposal Trustee, its counsel, and the Aspen Companies' Canadian and U.S. counsel are \$150,000. The Aspen Companies therefore seek a first ranking charge (the "**Administration Charge**") against all of the assets, property and undertakings of the Aspen Companies (the "**Property**") in the maximum amount of CAD \$150,000 to

secure the fees and disbursements incurred in connection with services rendered to the Aspen Companies, both before and after the commencement of the Proposal Proceedings, by:

- (a) the Proposal Trustee and its counsel, Cassels Brock and Blackwell LLP;
- (b) McMillan LLP, the Aspen Companies' Canadian counsel; and
- (c) the Aspen Companies' U.S. counsel.

Interim Financing

- 35. If it can be obtained on reasonable terms, interim financing would be desirable for the Aspen Companies in order to maximize the value of their assets, although it is not necessary for continued operation in the ordinary course.
- 36. As discussed further above, C.F. Capital Corporation initially approached the Aspen Companies and expressed an interest in possibly acquiring the ATB debt or purchasing the assets of the Aspen Companies. When the Aspen Companies determined that interim financing was desirable as part of the Proposal Proceedings, the Aspen Companies approached C.F. Capital Corporation about providing such financing.
- 37. The Aspen Companies are currently negotiating with C.F. Capital Corporation with respect to a possible term sheet for interim financing. Should the parties execute a term sheet for interim financing the Aspen Companies would seek Court approval for such interim financing and a charge against the Property to secure same.

Directors & Officers Charge

- 38. The Aspen Companies' ability to make a successful proposal to its creditors is only possible with the continued participation of the company's directors & officers ("D&Os"). The D&Os are essential to the viability of the Aspen Companies' continuing business and the implementation of the SISP. The D&Os have in-depth knowledge of the Aspen Companies' operations and maintain valuable experience and expertise.

39. The Aspen Companies are granting the D&Os an indemnity with respect to all post-filing claims that may arise against the D&Os in their capacity as the Aspen Companies' directors or officers.
40. The Aspen Companies, in consultation with the Proposal Trustee, have determined that CAD \$150,000 is an amount sufficient to pay employees for a single payroll cycle and to pay estimated outstanding vacation pay, other than vacation pay for directors who are also employees.
41. The Aspen Companies are therefore seeking a third ranking charge on the Property in the amount of CAD \$150,000 to secure payment under the indemnity granted by the initial order in favour of the D&Os (the "**D&O Charge**").

Payment of Critical Suppliers

42. The Aspen Companies have identified a number of suppliers that are critical to the ongoing operation of their business (the "**Critical Suppliers**"), which are described in further detail below. Any interruption of supply or service by the Critical Suppliers could have an immediate material adverse impact on the Aspen Companies' business, operations and cash flow, and could materially impact the value of the business and jeopardize the Aspen Companies' ability to restructure and continue as a going concern, or to find a suitable purchaser. It is important for the Aspen Companies to be authorized to pay the Critical Suppliers for pre-filing amounts owing to them. The Aspen Companies, with the assistance of the Proposal Trustee, have calculated an approximate aggregate exposure to the Critical Suppliers at CAD \$250,000. It is therefore proposed that the Aspen Companies be authorized to pay the Critical Suppliers for pre-filing amounts owing to them up to the maximum aggregate amount of CAD \$250,000.

Critical Suppliers

43. WAPPO Information Services provides IT and server management to the Aspen Companies. Without adequate IT and server management, the Aspen Companies would

not be able to continue any of its operations and the business would be at risk of significant loss.

44. TKT Trailers, CVA Leasing, and Jack B Kelley each provide leased speciality trailers and pressurized tanks to the Aspen Companies which are used to store and transport gas. Without the services of these suppliers the Aspen Companies would not be able to complete any sales.
45. Talon Energy provides electricity to the Aspen Companies' Gas Plant, which is a key component in the specialized gas separation process used by the Aspen Companies to produce nitrogen, oxygen and argon.
46. Northwestern Energy provides electricity transmission services to the Aspen Companies and ensures that the electricity purchased from Talon Energy is delivered to the Gas Plant.
47. Lockwood Water & Sewer District provides water services to the Gas Plant. Without water services the Gas Plant would need to be shut down.
48. Airgas provides gas to the Aspen Companies that is used to calibrate the Aspen Companies' gas analyzers. This is essential to ensure that the Aspen Companies can correctly measure the gas it is producing.
49. ChemTreat provides water treatment chemicals to the Aspen Companies, which are necessary to prevent pipe corrosion at the Gas Plant and avoid failures at same.
50. Dataonline provides remote monitoring of the performance of the Gas Plant. This monitoring is essential to the environmental health and safety of the Gas Plant.
51. Hawkins provides the Aspen Companies with speciality acids and chemicals used in its gas separation process.
52. Norco provides the Aspen Companies with medical liquid oxygen for resale, which is to ensure there is a back-up of critical oxygen supply for hospitals and others should the Gas Plant have a failure or be unable to produce oxygen.

53. I understand and believe that the Proposal Trustee is supportive of the payment to each of the above noted Critical Suppliers.

The Sale and Investor Solicitation Process

54. The Aspen Companies have, in consultation with the Proposal Trustee, developed the Sale and Investor Solicitation Process (“SISP”) which is intended to be implemented if a transaction or investment acceptable to the Aspen Companies is not reached with C.F. Capital Corporation. A copy of the SISP is attached as Exhibit “H” hereto. The SISP contemplates that the Aspen Companies’ property, assets, and undertakings will be marketed in an open and transparent manner by a third party advisor or the Aspen Companies, with the assistance of the Proposal Trustee. The purpose of the SISP is to canvas the market for an offer.
55. Due to the tight timeline caused by the Aspen Companies’ financial constraints, the SISP currently contemplates the following milestone deadlines (defined terms in this paragraph shall have the meaning given to them in the SISP):
- (a) a Phase I Bid Deadline for the delivery of a Qualified Non-Binding Indication of Interest, by 5:00 p.m. (Mountain Time) on Friday, August 10, 2018; and
 - (b) a Phase II Bid Deadline, by which qualifying bidders must submit a Qualified Purchase Bid or a Qualified Investment Bid by 5:00 p.m. (Mountain Time) on Friday, August 31, 2018.
56. The SISP contemplates that upon the selection of a Successful Bidder, the Successful Bidder and the Aspen Companies will agree upon a date to close the transaction contemplated by the Successful Bid.
57. The timing of the SISP is necessarily impacted by the liquidity challenges described above. The Aspen Companies acknowledge that the proposed dates concerning the SISP

are condensed. The Aspen Companies addressed this by allowing for additional time to close any transaction contemplated by a Successful Bid.

Extension of Stay Period

58. The period within which the Aspen Companies have to file their proposals expires on July 6, 2018.
59. Since the commencement of the NOI Proceedings, the Aspen Companies have been diligently pursuing activities aimed at the presentation of a proposal. Such activities include:
 - (a) preparing and analyzing the list of creditors;
 - (b) providing the Proposal Trustee with access to the Aspen Companies' premises, property, and books and records;
 - (c) working with the Proposal Trustee and counsel to prepare and revise a cash flow projection (waiting to receive a corresponding variance analysis), and to identify issues with respect to the financial condition of the Aspen Companies and the status of its creditors;
 - (d) engaging in discussions with the Proposal Trustee with respect to the development of the SISP, further particulars of which are set out below;
 - (e) engaging in negotiations with C.F. Capital Corporation regarding a possible investment or transaction with the Aspen Companies and possible interim financing;
 - (f) providing ongoing information to ATB; and,

- (g) responding to inquiries from various creditors regarding the status of the NOI Proceedings.

Jurisdiction and Consolidation of the Proceeding

60. As discussed above, Aspen Air and Aspen Air US operate as an integrated enterprise. The Calgary Head Office provides general management, accounting, human resources, engineering, and sales and marketing functions for the Aspen Companies on an integrated basis. The Aspen Companies' major creditor, ATB, is also located in Alberta.
61. It is therefore most expedient and efficient that the treatment of debt obligations be implemented through one reorganization proceeding that is overseen and directed by the Court in Canada, which is the parent Aspen Companies' home jurisdiction and the nerve centre of the Aspen Companies' management, business and operations. Aspen Air US is included in this proceeding to deal with its obligations arising from being a guarantor under the Commitment Letter.
62. It is currently anticipated that Aspen Air US will continue to operate on a business as usual basis, although the Aspen Companies will also be considering certain other limited restructuring initiatives with respect to Aspen Air US. It is further anticipated that Aspen Air US will continue to pay its employee obligations in the ordinary course, for amounts incurred prior to and after the commencement of the Proposal Proceedings.
63. Given the consolidated nature of the business of the Aspen Companies, it is also proposed that the estates be administratively consolidated for the purpose of efficiency and the lowering of professional costs associated with dealing with the estates on a non-consolidated basis. To be clear, it is not proposed that the estates be substantively consolidated.

Conclusion

64. I make this affidavit in support of the relief sought in the Application filed concurrently with this my affidavit.

EXHIBIT A

This is Exhibit "A" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



Raegan Ganzer RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018

Search ID#: Z10337992

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 60001912
Phone #: 403 231 8378
Reference #: 258090

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Business Debtor Search For:

ASPEN AIR CORPORATION

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 12110909905

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Nov-09

Registration Status: Current

Expiry Date: 2022-Nov-09 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

16111818649

Renewal

2016-Nov-18

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
#350, 11012 MACLEOD TRAIL SE
CALGARY, AB T2J 6A5

Current

Secured Party / Parties

Block

Status

1 ALBERTA TREASURY BRANCHES
600, 444 - 7 AVENUE SW
CALGARY, AB T2P 0X8

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 12110910084

Registration Type: LAND CHARGE

Registration Date: 2012-Nov-09

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
#350, 11012 MACLEOD TRAIL SE
CALGARY, AB T2J 6A5

Current

Secured Party / Parties

Block

Status

1 ALBERTA TREASURY BRANCHES
600, 444 - 7 AVENUE SW
CALGARY, AB T2P 0X8

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 15093024191

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Sep-30

Registration Status: Current

Expiry Date: 2020-Sep-30 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 10655 SOUTHPORT RD SW CALGARY, AB T2W 4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	GE CANADA EQUIPMENT FINANCING G.P. 2300 MEADOWVALE BLVD, SUITE 200 MISSISSAUGA, ON L5N 5P9	Current
---	--	---------

Collateral: General

Block

Description

Status

1	ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9833037-001)	Current
---	--	---------

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 15101914525

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Oct-19

Registration Status: Current

Expiry Date: 2018-Oct-19 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION SUITE 1460, 10655 SOUTHPORT ROAD CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY PO BOX 2400 EDMONTON, AB T5J 5C7	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2FMTK4J93FBB83733	2015	Ford Edge	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 15120804787

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Dec-08

Registration Status: Current

Expiry Date: 2019-Dec-08 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460 10655 SOUTHPORT ROAD SOUTH WEST CALGARY, AB T2W4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	TRICOR LEASE & FINANCE CORP. PO BOX 397 BURLINGTON, ON L7R3Y3	Current
---	---	---------

Block

Status

2	ADVANTAGE FORD SALES LTD 12800 MACLEOD TRAIL SE CALGARY, AB T2J7E5	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTEW1EGXFKE93036	2015	FORD F150	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 16061536119

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jun-15

Registration Status: Current

Expiry Date: 2020-Jun-15 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460-10655 SOUTHPORT RD SW CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	ALBERTA LEASECO LTD. 1720 BOW TRAIL SW CALGARY, AB T3C 2E4	Current
---	--	---------

Block

Status

2	CANADIAN WESTERN BANK 606 4 ST SW CALGARY, AB T2O 1T1	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3GTU2NEC1GG227554	2016	GMC 1500 Pickup	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 16071235527

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jul-12

Registration Status: Current

Expiry Date: 2020-Jul-12 23:59:59

Exact Match on: Debtor

No: 2

Amendments to Registration

16071236229

Amendment

2016-Jul-12

Debtor(s)

Block

1 ALPINE GAS & SUPPLIES LTD.
110- 5842 86 AVENUE SE
CALGARY, AB T2C 4L7

Status

Deleted by
16071236229

Block

2 ASPEN AIR CORPORATION
SUITE 1460 10655 SOUTHPORT ROA
CALGARY, AB T2W 4Y1

Status

Current

Block

3 ALPINE GAS & SUPPLIES LTD.
110- 5842 86 AVENUE SE
CALGARY, AB T2C 4L7

Status

Current by
16071236229

Secured Party / Parties

Block

1 TDF GROUP INC.
11025 - 184 STREET
EDMONTON, AB T5S 0A6

Status

Current

Collateral: Serial Number Goods

Search ID#: Z10337992

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C7WRNCL2GG200728	2016	Ram 5500	MV - Motor Vehicle	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	BOTTLE DECK RIG UP,LIFT GATE	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 16101730964

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Oct-17

Registration Status: Current

Expiry Date: 2021-Oct-17 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460 10655 SOUTHPORT ROAD SW CALGARY, AB T2W4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES 388 GREENWICH STREET 10TH FLOOR NEW YORK, NY 10013	Current
---	--	---------

Collateral: General

Block

Description

Status

1	ALL RIGHT, TITLE AND INTEREST OF ASPEN AIR CORPORATION ("SUPPLIER") IN AND TO ALL ACCOUNTS AND ALL OTHER FORMS OF OBLIGATIONS ("ACCOUNTS RECEIVABLE") OWING TO SUPPLIER BY PRAXAIR INC AND ITS SUBSIDIARIES AND AFFILIATES ("ACCOUNT DEBTOR"), WHETHER NOW EXISTING OR HEREAFTER CREATED, ARISING OUT OF SUPPLIER'S SALE AND DELIVERY OF GOODS AND SERVICES TO ACCOUNT DEBTOR, TO THE EXTENT SUCH ACCOUNTS RECEIVABLE ARE PURCHASED BY SECURED PARTY UNDER THAT CERTAIN SUPPLIER AGREEMENT BETWEEN SECURED PARTY AND SUPPLIER, AS SUCH AGREEMENT MAY BE AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, AND ALL COLLECTIONS THEREON AND PROCEEDS THEREOF.	Current
---	--	---------

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17041313021

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-13

Registration Status: Current

Expiry Date: 2020-Apr-13 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460-10655 SOUTHPORT ROAD SOUTH WEST CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	GM FINANCIAL CANADA LEASING LTD. 2001 SHEPPARD AVE. STE 600 TORONTO, ON M2J 4Z8	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3GTU2PEJ2HG244553	2017	GMC TRUCKS SIERRA 1500 DE	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17052640953

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-26

Registration Status: Current

Expiry Date: 2023-May-26 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 10655 SOUTHPORT RD SW CALGARY, AB T2W 4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	BANK OF MONTREAL 5750 EXPLORER DRIVE MISSISSAUGA, ON L4W 0A9	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1XPCD40X1JD461657	2018	Peterbilt 567	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
---------------------	---------------------------	----------------------

Search ID#: Z10337992

- 1 The goods described herein, wherever situated, and all present and after-acquired intellectual property, intangibles, attachments, accessories and accessions thereto and spare parts, replacements, substitutions, exchanges and trade-ins therefor, and all rights, receivables and chattel paper derived from or evidencing the lease or rental thereof by the Debtor to third parties, and all proceeds relating thereto. Proceeds: all of the Debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money and investment properties.

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17052926785

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-29

Registration Status: Current

Expiry Date: 2023-May-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460-10655 SOUTHPORT RD SW CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	LBEL INC. 5035 SOUTH SERVICE ROAD BURLINGTON, ON L7R 4C8	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1XPCD40X3JD461658	2018	PETERBILT 567	MV - Motor Vehicle	Current

Collateral: General

Block

Description

Status

1	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS.	Current
---	---	---------

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17082314368

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-23

Registration Status: Current

Expiry Date: 2022-Aug-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460 10655 SOUTHPORT ROAD SW CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	JACK CARTER CHEVROLET CADILLAC BUICK GMC 11555 29 STREET SE CALGARY, AB T2Z 0N4 Phone #: 403 258 6300 Fax #: 403 252 1239	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1G6KG5R68GU166734	2016	Cadillac CT6	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17082525151

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-25

Registration Status: Current

Expiry Date: 2020-Aug-25 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
1460 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Secured Party / Parties

Block

Status

1 TOYOTA CREDIT CANADA INC.
80 MICRO COURT, SUITE 200
MARKHAM, ON L3R 9Z5

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5TFDZ5BN3HX024776	2017	TOYOTA TACOMA 4X4	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17101715072

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-17

Registration Status: Current

Expiry Date: 2022-Oct-17 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460 10655 SOUTHPORT ROAD SOUTH WEST CALGARY, AB T2W 4Y1	Current
---	--	---------

Secured Party / Parties

Block

Status

1	ADVANTAGE FORD SALES LTD 12800 MACLEOD TRAIL SE CALGARY, AB T2J 7E5	Current
---	---	---------

Block

Status

2	TRICOR LEASE & FINANCE CORP. PO BOX 397 BURLINGTON, ON L7R 3Y3	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FT8W3BT3HEE76395	2017	FORD F-350 SUPER DUTY	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17102607206

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-26

Registration Status: Current

Expiry Date: 2022-Oct-26 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 1460 10655 SOUTHPORT ROAD SOUTH CALGARY, AB T2W 4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	ROYAL BANK OF CANADA 10 YORK MILLS ROAD 3RD FLOOR TORONTO, ON M2P 0A2	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GT42YHEY6HF246066	2017	GMC Sierra 3500	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17121922862

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Dec-19

Registration Status: Current

Expiry Date: 2021-Dec-19 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
1460-10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Secured Party / Parties

Block

Status

1 ALBERTA LEASECO LTD.
1720 BOW TRAIL SW
CALGARY, AB T3C 2E4

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1GT12SEGXJF167142 2018 GMC 2500 Pickup

MV - Motor Vehicle

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 17121922994

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Dec-19

Registration Status: Current

Expiry Date: 2021-Dec-19 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
1460-10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Secured Party / Parties

Block

Status

1 ALBERTA LEASECO LTD.
1720 BOW TRAIL SW
CALGARY, AB T3C 2E4

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1GT12SEG2JF163845 2018 GMC 2500 Pickup MV - Motor Vehicle

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18022134124

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Feb-21

Registration Status: Current

Expiry Date: 2023-Feb-21 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
10655 SOUTHPORT ROAD SW #1460
CALGARY, AB T2W 4Y1

Current

Secured Party / Parties

Block

Status

1 TRICOR LEASE & FINANCE CORP.
PO BOX 397
BURLINGTON, ON L7R 3Y3

Current

Block

Status

2 ADVANTAGE FORD SALES LTD.
MACLEOD TRAIL SE 12800
CALGARY, AB T2J 7E5

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FT8W3BT2JEB00566 2018 FORD F-350 SUPER DUTY MV - Motor Vehicle

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18022825967

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Feb-28

Registration Status: Current

Expiry Date: 2023-Feb-28 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1	ASPEN AIR CORPORATION 10655 SOUTHPORT RD SW SUITE 1460 CALGARY, AB T2W4Y1	Current
---	---	---------

Secured Party / Parties

Block

Status

1	RYDER TRUCK RENTAL CANADA LTD 700 CREDITSTONE ROAD CONCORD, ON L4K5A5	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1XPCD40XXJD479297	2018	PBLT 567	MV - Motor Vehicle	Current
2	1XPCD40X1JD479298	2018	PBLT 567	MV - Motor Vehicle	Current
3	1XPCD40X6JD479295	2018	PBLT 567	MV - Motor Vehicle	Current
4	1XPCD40X8JD479296	2018	PBLT 567	MV - Motor Vehicle	Current
5	1XPCD40X9JD489660	2018	PBLT 567	MV - Motor Vehicle	Current
6	1XPCD40X0JD489661	2018	PBLT 567	MV - Motor Vehicle	Current
7	1XPCD40X2JD489662	2018	PBLT 567	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18031320448

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-13

Registration Status: Current

Expiry Date: 2021-Mar-13 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR CORPORATION
1200, 1015-4TH STREET SW
CALGARY, AB T2R 1J4

Current

Secured Party / Parties

Block

Status

1 CAPITAL NOW INC.
121, 234-5149 COUNTRY HILLS BLVD NW
CALGARY, AB T3A 5K8

Current

Collateral: General

Block

Description

Status

1 All present and after acquired personal property as defined by the PPSA including accounts receivable

Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18042742339

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-Apr-27

Registration Status: Current

Expiry Date: 2018-Oct-27 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-Apr-25

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Apr-25

Accessories were provided on 2018-Apr-25

Lien Amount is \$860.00

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

Status

1 ASPEN AIR CORPORATION
SUITE 1460, 10655 SOUTHPORT RD SW
CALGARY, AB T2W4Y1

Current

Person(s) Claiming Lien

Block

Status

1 KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD
VERNON, BC V1T6V2

Current

Block

Status

2 KAL TIRE A CORPORATE PARTNERSHIP
8050 - 49TH AVENUE
RED DEER, AB T4P 2V7

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2LDHG3023AF050868	2010	LODEKING TRAILER	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18051737644

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-17

Registration Status: Current

Expiry Date: 2020-May-17 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 ASPEN AIR LOGISTICS CORP.
1460, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Block

Status

2 ASPEN AIR CORPORATION
1460, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Current

Phone #: 403 693 4060

Fax #: 403 236 9076

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1W14283A7G2267851	2016	Wilson Super B Trailer	TR - Trailer	Current
2	1W14302A0G2267853	2016	Wilson Super B Trailer	TR - Trailer	Current
3	1W14283A9G2267849	2016	Wilson Super B Trailer	TR - Trailer	Current
4	1W14302A5G2267850	2016	Wilson Super B Trailer	TR - Trailer	Current

Collateral: General

Search ID#: Z10337992

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2016 Wilson Super B Hopper Trailer (Lead) s/n 1W14283A7G2267851	Current
2	2016 Wilson Super B Hopper Trailer (Pup) s/n 1W14302A0G2267853	Current
3	2016 Wilson Super B Hopper Trailer (Lead) s/n 1W14283A9G2267849	Current
4	2016 Wilson Super B Hopper Trailer (Pup) s/n 1W14302A5G2267850	Current
5	The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18052515773

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-25

Registration Status: Current

Expiry Date: 2018-Nov-25 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-23

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-23

Accessories were provided on 2018-May-23

Lien Amount is \$798.18

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

Block

Status

1 ASPEN AIR CORPORATION
SUITE 1460, 10655 SOUTHPORT RD SW
CALGARY, AB T2W4Y1

Current

Person(s) Claiming Lien

Block

Status

1 KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD
VERNON, BC V1T6V2

Current

Block

Status

2 KAL TIRE A CORPORATE PARTNERSHIP
8050 - 49TH AVENUE
RED DEER, AB T4P 2V7

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2C9B3S6D4JS133442	2018	CASTLETON TRAILER	MV - Motor Vehicle	Current

Search ID#: Z10337992

Business Debtor Search For:

ASPEN AIR CORPORATION

Search ID #: Z10337992

Date of Search: 2018-Jun-01

Time of Search: 08:07:17

Registration Number: 18052818205

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-May-28

Registration Status: Current

Expiry Date: 2018-Nov-28 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2018-May-24

The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-May-24

Accessories were provided on 2018-May-24

Lien Amount is \$604.64

Exact Match on: Debtor

No: 1

Vehicle Owner(s)

<u>Block</u>		<u>Status</u>
1	ASPEN AIR CORPORATION SUITE 1460, 10655 SOUTHPORT RD SW CALGARY, AB T2W4Y1	Current

Person(s) Claiming Lien

<u>Block</u>		<u>Status</u>
1	KAL TIRE A CORPORATE PARTNERSHIP 1540 KALAMALKA LAKE ROAD VERNON, BC V1T6V2	Current

<u>Block</u>		<u>Status</u>
2	KAL TIRE A CORPORATE PARTNERSHIP 8050 - 49TH AVENUE RED DEER, AB T4P 2V7	Current

Collateral: Serial Number Goods

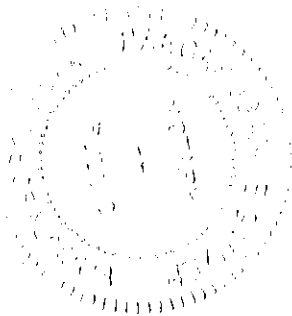
<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2M513146021080860	2002	MANAC TRAILER	MV - Motor Vehicle	Current

Search ID#: Z10337992

Result Complete

EXHIBIT B

This is Exhibit "B" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



RAEBAN GANZER RAEBAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018

Search ID#: Z10337993

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 60001912
Phone #: 403 231 8378
Reference #: 258090

Search ID #: Z10337993

Date of Search: 2018-Jun-01

Time of Search: 08:07:48

Business Debtor Search For:

ASPEN AIR U.S. CORP.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10337993

Business Debtor Search For:

ASPEN AIR U.S. CORP.

Search ID #: Z10337993

Date of Search: 2018-Jun-01

Time of Search: 08:07:48

Registration Number: 12110909780

Registration Type: LAND CHARGE

Registration Date: 2012-Nov-09

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 ASPEN AIR U.S. CORP.
1524 LOCKWOOD ROAD
BILLINGS, MT 59101

Current

Secured Party / Parties

Block

Status

1 ALBERTA TREASURY BRANCHES
600, 444 - 7 AVENUE SW
CALGARY, AB T2P 0X8

Current

Search ID#: Z10337993

Business Debtor Search For:

ASPEN AIR U.S. CORP.

Search ID #: Z10337993

Date of Search: 2018-Jun-01

Time of Search: 08:07:48

Registration Number: 12110910145

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Nov-09

Registration Status: Current

Expiry Date: 2022-Nov-09 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

16111818824

Renewal

2016-Nov-18

Debtor(s)

Block

Status

1 ASPEN AIR U.S. CORP.
1524 LOCKWOOD ROAD
BILLINGS, MT 59101

Current

Secured Party / Parties

Block

Status

1 ALBERTA TREASURY BRANCHES
600, 444 - 7 AVENUE SW
CALGARY, AB T2P 0X8

Current

Collateral: General

Block

Description

Status

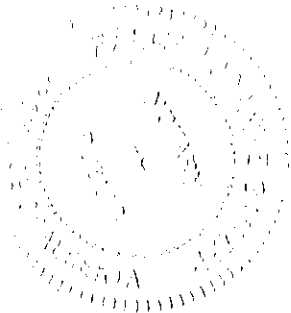
1 All present and after-acquired personal property of the Debtor

Current

Result Complete

EXHIBIT C

This is Exhibit "C" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



REGANZ RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018.



UCC/LIEN SEARCH REPORT

Report Date: June 4, 2018

Project/Client Reference: 229816

NAME SEARCHED: ASPEN AIR CORPORATION

JURISDICTION: SECRETARY OF STATE – MONTANA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	05/31/2018	NO RECORD
Federal Tax Liens	05/31/2018	NO RECORD
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED CERTIFIED LISTING



MONTANA SECRETARY OF STATE

COREY STAPLETON

June 01, 2018

Return Method: Email

Montana UCC Search Certificate: ORI-336610

BUSINESS TECH CORPORATE SERVICES
jennifer@montanacorporate.com

Lien Type: UCC, EFS, Federal Tax Liens, Custom Liens, Title 71 , EFS/UCC, Child Support

Requested Party: ASPEN AIR CORPORATION

Requested File No.:

Requested Address: HAMILTON MT

Filing Status: Unlapsed Filings Only

If you have any questions or concerns regarding this search certificate, please contact a UCC specialist at (406) 444-2468 at your earliest convenience.

CERTIFICATE

The undersigned Filing Officer hereby certifies that there is no record of any presently effective UCC Financial Statements and Statements of Assignments which name the above Debtor and which are on file in my office from June 01, 2018 through May 31, 2018.

The Search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities or cities, separate searches of these names will have to be requested and conducted. The Secretary of State disclaims any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than that which was requested herein.

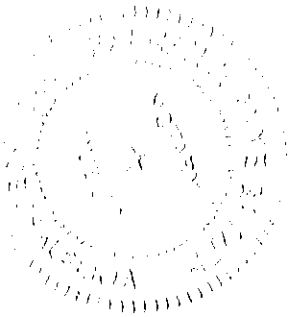
Sincerely,

A handwritten signature in black ink, appearing to read "Corey Stapleton".

Corey Stapleton
Montana Secretary of State

EXHIBIT D

This is Exhibit "D" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



Onkar RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018



UCC/LIEN SEARCH REPORT

Report Date: June 4, 2018

Project/Client Reference: 229816

NAME SEARCHED: ASPEN AIR U.S. CORP

JURISDICTION: SECRETARY OF STATE – MONTANA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	05/31/2018	NO RECORD
Federal Tax Liens	05/31/2018	NO RECORD
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED CERTIFIED LISTING



MONTANA SECRETARY OF STATE

COREY STAPLETON

June 01, 2018

Return Method: Email

Montana UCC Search Certificate: ORI-336612

BUSINESS TECH CORPORATE SERVICES
jennifer@montanacorporate.com

Lien Type: UCC, EFS, Federal Tax Liens, Custom Liens, Title 71 , EFS/UCC, Child Support

Requested Party: ASPEN AIR U.S. CORP

Requested File No.:

Requested Address: MT

Filing Status: Unlapsed Filings Only

If you have any questions or concerns regarding this search certificate, please contact a UCC specialist at (406) 444-2468 at your earliest convenience.

CERTIFICATE

The undersigned Filing Officer hereby certifies that there is no record of any presently effective UCC Financial Statements and Statements of Assignments which name the above Debtor and which are on file in my office from June 01, 2018 through May 31, 2018.

The Search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities or cities, separate searches of these names will have to be requested and conducted. The Secretary of State disclaims any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than that which was requested herein.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Stapleton", written over a large, stylized circular flourish.

Corey Stapleton
Montana Secretary of State

EXHIBIT E

This is Exhibit "E" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



R. Ganzer RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018



3395773

Page: 1 of 1
10/05/2006 11:13A

PLEASE RETURN TO:
Charles W. Hingle
Holland & Hart
PO Box 639
Billings, MT 59103

110862 (1)

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, J & E Truck Collision, Inc., a Montana corporation which was dissolved in 2000, and JIM CONNOLLY, 402 North 15th Street, Billings, MT 59101, hereby grant and convey unto ASPEN AIR U. S. CORP*, 1524 Lockwood Rd., Billings, MT 59101, certain real property in Yellowstone County, Montana, described as follows:

That part of Southeast Quarter of Section 26, Township 1 North, Range 26 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Certificate of Survey No. 573 on file in the office of the Clerk and Recorder of said County, under Document No. 503778.

SUBJECT TO reservations and exceptions of record, rights of way and easements, zoning and building and use restrictions, taxes and assessments for this and subsequent years, including installments of any special improvement assessments payable in such years. Except with respect to the foregoing items this deed is given with the usual covenants set forth in Section 30-11-110, Montana Code Annotated.

IN WITNESS WHEREOF, the undersigned grantors have signed this deed the 10 day of ~~September~~ ^{October}, 2006.

* A Montana Corporation

J & E TRUCK COLLISION, INC.
A Former Montana Corporation

BY Jim Connolly
Jim Connolly, Its Former President

Jim Connolly
Jim Connolly

STATE OF MONTANA)
County of Yellowstone)

ss. aw

On the 10 day of ~~September~~ ^{October}, 2006, before me, the undersigned Notary Public for the State of Montana, personally appeared JIM CONNOLLY, who proved on his oath to have been the President of J & E TRUCK COLLISION, INC., a former Montana corporation, and acknowledged to me that he executed the foregoing instrument on behalf of said corporation, and that he also signed the same in his own right.

AMENDED TRACT 2, CERTIFICATE OF SURVEY No. 2595

SITUATED IN THE SE1/4 OF SECTION 26, T. 1 N., R. 26 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

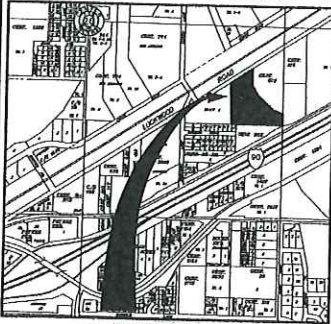
PREPARED FOR : TRANSPORT, INC.
PREPARED BY : ENGINEERING, INC.
SCALE : 1" = 100'

JUNE, 2007
BILLINGS, MONTANA

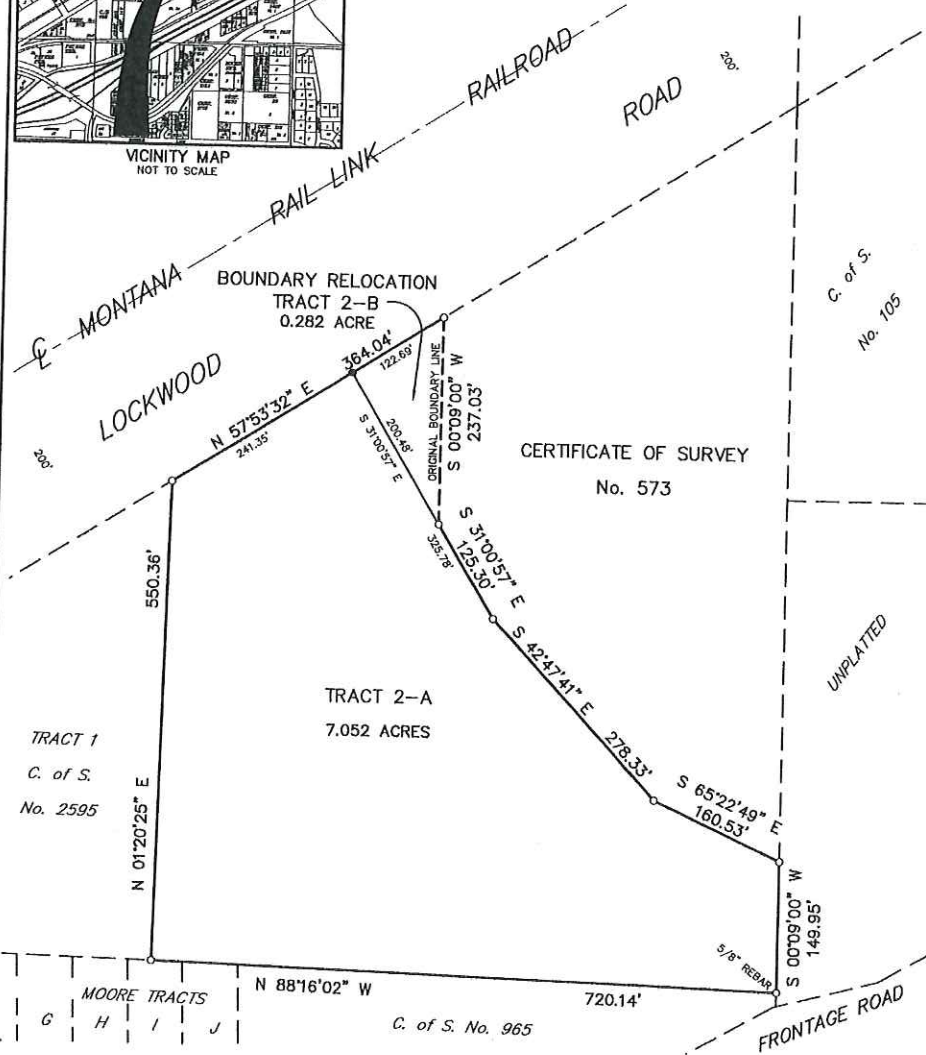


BASIS OF BEARING: CERTIFICATE OF SURVEY No 2595.

- = FOUND SURVEY MONUMENT, REBAR WITH "ENGINEERING INC" CAP OR AS NOTED.
- = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT".



VICINITY MAP
NOT TO SCALE



LANDOWNERS STATEMENT - RELOCATION OF BOUNDARY LINES

The undersigned hereby certify that the purpose of this survey is to relocate the common lines between two adjoining properties located outside of platted subdivisions whereby BOUNDARY RELOCATION TRACT 2-B as shown hereon will forever be merged with Certificate of Survey No 573 and shall not be transferred separately in the future.

Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(c), M.C.A.

This survey is not subject to review by the Department of Environmental Quality pursuant to Section 76-4-122(2)(b), M.C.A. for Tract 2-B and Section 76-4-125(2)(e)(ii), M.C.A. for Tract 2-A.

TRANSPORT, INC.
By: Joel D Long
Title: V.P.

ASPEN AIR US CORP.
By: Ork Hill
Title: CFO

STATE OF MONTANA)
County of Yellowstone)

On this 3rd day of July, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Joel D Long and known to me to be the person who signed the foregoing instrument as Vice President of Transport, Inc., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Peter B Kuapp
Notary Public in and for the State of Montana
Printed Name Peter B Kuapp
Residing at Billings
My commission expires November 8, 2008



STATE OF MONTANA)
County of Yellowstone)

On this 10 day of July, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Becky J Young and known to me to be the person who signed the foregoing instrument as CFO of Aspen Air US Corp., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Becky J Young
Notary Public in and for the State of Montana
Printed Name Becky J Young
Residing at Billings
My commission expires 04/30/2008



CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of June, 2007, a survey was performed under his supervision of a tract of land situated in the SE1/4 of Section 26, T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Tract 2 in Certificate of Survey No 2595, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No 1582222; containing an area of 7.334 acres.

That the monuments found and set out of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

ENGINEERING, INC.
By: James Gene Resch
Montana Registration No. 9960 L.S.



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 17th day of July, 2007.

Nancy Johnson
Notary Public in and for the State of Montana
Printed Name Nancy Johnson
Residing at Billings
My commission expires 5 Sep 2007



CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-207(3), M.C.A.

Date: July 17, 2007
Yellowstone County Treasurer

By: Deputy

CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the County Attorney's office and is acceptable as to form.

DATED: July 17, 2007
Reviewed by: Mark A Emajon

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Certificate of Survey has been reviewed and approved by the Yellowstone City/County Health Department.

Heather Resch 7/17/07
Health Officer or Authorized Representative
Yellowstone City/County Health Department

MERGING DEED

Doc No 3432590





Return to:
Aspen Air Corp
1524 Lockwood Rd
Billings MT 59101

order 112846

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned,

Transport Inc., a Montana corporation
P O Box 7407
Billings, MT 591033

hereby grants unto,

Aspen Air US Corp., a Montana corporation
1524 Lockwood Road
Billings, MT 59101

real property in Yellowstone County, Montana, described as follows:

Township 1 N., Range 26 E., P.M.M.:

Section 26: That portion of land located in the SE1/4 described as Boundary Relocation Tract 2-B of Amended Tract 2, Certificate of Survey #2595 on file in the office of the Yellowstone County Clerk and Recorder under document # 3432587, consisting of .282 acres more or less.

Together with all: fixtures, improvements, buildings and appurtenances located on the property; mineral rights, rights to oil, gas, geo-thermal, gravel and hydrocarbons, held by Grantor, if any, provided, however, that Grantor does not warrant title, condition or rights to the same.

TO HAVE AND TO HOLD unto Grantee and to its successors and assigns, forever, subject, however, to:

1. Real estate taxes not yet due or payable at the time of closing.
2. Zoning, building, subdivision and environmental laws, covenants, regulations and restrictions.
3. Septic and waste removal requirements.
4. Existing and visible easements for public utilities.
5. Existing and visible easements for roads and rights of way.
6. Irrigation, water table and flood plain restrictions, laws, covenants, regulations and requirements.
7. Reservation and mineral rights by the Federal Government and as severed and held by private parties pursuant to prior instruments of record.
8. All matters of record not disclosed above.

EXCEPT with reference to the items referred to in the above referenced paragraphs 1 through 8 inclusive, and except for the warranties expressly excluded in the grant above. this deed is given with the usual covenants



shown on the official plat of Certificate of Survey #2595, with property owned by Grantee hereunder located in Township 1 North, Range 26 East, Section 26: that portion of the SE1/4 as described under Certificate of Survey #573 on file in the office of the Yellowstone County Clerk and Recorder.

DATED this 1st day of August, 2007.

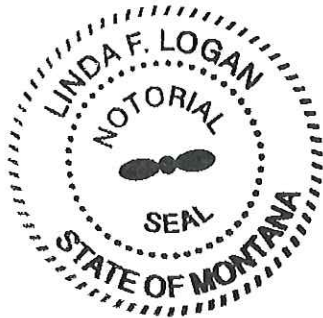
Transport, Inc.

By: Joel T. Long
Its: President

STATE OF MONTANA)
): SS.
County of Yellowstone)

This instrument was acknowledged before me on the 1st day of August, 2007, by Joel T. Long, who is the President of Transport, Inc.

(SEAL)



Linda F. Logan
Notary Public for the State of Montana
Residing at Billings MT
My Commission Expires 4-10-2011



Yellowstone County

WD

33.00

TAX CERTIFICATION

I hereby certify that all taxes and special assessments that have been assessed and levied against the below described property have been paid pursuant to Montana Code Annotated §7-4-2613(1)(a)(ii).

Tax Codes:

D05464-Aspen Air US Corp., 1524 Lockwood Road, Billings, MT 59101:
Township 1 North, Range 26 East, Section 26: that portion of the SE1/4 as described under Certificate of Survey #573 on file in the office of the Yellowstone County Clerk and Recorder.

D05466- JTL Group, Inc., 1525 Lockwood Road, Billings, MT 59101: Township 1 N., Range 26 E., P.M.M., Section 26: That portion of land located in the SE1/4 described as Boundary Relocation Tract 2-B of Amended Tract 2, Certificate of Survey #2595 on file in the office of the Yellowstone County Clerk and Recorder under document #3432589, consisting of .282 acres more or less.

Date: August , 2007.

Yellowstone County Treasurer

By: Sharon Greshik

Its: _____

DOT

3648791

12/07/2012 11:15 AM Pages: 1 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Upon Recordation Return to:
Goodrich Law Firm P.C.
2619 St. Johns Ave., STE. F
Billings, MT 59102

3-114514

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this 6 day of Dec, 2012, between Aspen Air U.S. Corp, a Montana Corporation, whose mailing address is 1524 Lockwood Road, Billings, MT 59101 ("Grantor"), Malcolm Goodrich, attorney, whose mailing address is 2619 St. Johns Ave., STE F, Billings, MT 59102 ("Trustee"), and Alberta Treasury Branches, whose mailing address is 600-444 7th Ave., Calgary, AB T2P OX8, Canada (at times "Beneficiary" and at times "Lender", and such terms being viewed as interchangeable where appropriate).

CONVEYANCE AND GRANT: That Grantor, for valuable consideration, authorizes and conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title and interest in and to the following real and personal commercial property (the "Property"): 1) all real property located in Yellowstone County, Montana described below; 2) All buildings, fixtures and improvements located on or associated with such real property; 3) All minerals, oil, gas, hydrocarbon, gravel, byproducts, wind rights, solar rights, water rights, ditch rights, water and ditch shares owned, held, leased or used by Grantor associated with such real property; 4) All rights-of-way and easements, visible and of record, associated with such real property; 5) All heating, air conditioning, plumbing, electrical, internet, computer, telephone, security and lighting facilities associated with such real property, buildings and improvements; and 6) All rents, issues and profits associated with such real property, buildings and improvements. The conveyance and grant referenced herein is intended to encompass all of the Property, now or hereafter owned, acquired, leased, erected or affixed, together with all tenements, hereditaments, privileges and appurtenances pertaining to the same. The real property subject to this Deed of Trust is described as follows:

Parcel 1

Township 1 North, Range 26 East, P.M.M.:

Section 26: That portion of the SE1/4 described as Certificate of Survey #573 on file in the office of the Yellowstone Clerk and Recorder under Document #503778; and

Parcel 2

Township 1 North, Range 26 East, P.M.M.:

Section 26: That portion of the SE1/4 described as Tract 2-B of Amended Tract 2 of Certificate of Survey No. 2595 on file in the office of the Yellowstone Clerk and Recorder under Document #3432589.

In addition, Grantor assigns to Lender all of Grantor's right, title and interest in and to all present and future leases of the Property and to all Rents from the Property. Further, Grantor authorizes and grants to Lender a Uniform Commercial Code security interest in the Personal Property and the Rents and all personal property which may constitute fixtures in and to, and used in connection with, the secured real property, buildings and improvements.

THIS DEED OF TRUST, TOGETHER WITH THE ASSIGNMENT OF LEASES AND RENTS AND OTHER ASSIGNMENTS HEREIN AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY AND OTHER PROPERTY STATED HEREIN, IS GIVEN FOR THE PURPOSE OF SECURING:

(1) Payment of the principal sum of Ten Million and 00/100ths Canadian Dollars (\$10,000,000.00 CDN) with interest and all other payments, indebtedness, charges, fees and costs, owed, due and/or payable thereon or in connection therewith, according to the terms of the Continuing Guarantee from Grantor to Lender of even date herewith (and any extensions and/or renewals or modifications thereof)("Continuing Guarantee") and the performance of all terms, conditions, covenants, warranties and representations of Grantor under the Continuing Guarantee; (2) Payment of all sums loaned, expended or advanced by Lender, together with interest, payments, indebtedness, charges, fees and costs, owed, due and/or payable thereon, as herein provided and/or under the Continuing Guarantee and/or any other agreement, document or instrument between Lender and Grantor and/or Aspen Air Corporation, an Alberta Corporation ("Aspen Air"), including without limit the General Security Agreement of even date herewith between Grantor and Lender, the



General Security Agreement between Aspen Air and Lender of even date herewith, and any and all loan agreements, indentures, guarantees, assignments, promissory notes, loan facilities, Deed of Trusts or deeds of trust and security agreements between Lender and Grantor and/or Aspen Air and/or any other obligor or guarantor under the Loan Documents or given by Grantor and/or Aspen Air and/or any other obligor or guarantor under the Loan Documents to Lender or to a third party for the benefit of Beneficiary (collectively all of the agreements, documents and instruments referenced above, including this Deed of Trust, are referred to as the "Loan Documents"); (3) Performance of each agreement, covenant, warranty and obligation of Grantor herein and Grantor and Aspen Air and/or any other obligor or guarantor under the Loan Documents; (4) Payment of any future advances made to Grantor or Aspen Air, if the Lender, at its sole option, elects to make any advances whatsoever, such advances not being deemed to be committed by Lender by any matter stated herein; (5) All rents, issues, and profits realized or attributable to the Property secured; (6) All proceeds realized from the Property, whether by sale, lease, assignment, transfer, conveyance, exchange or disposition of the same, and/or any and all insurance proceeds, condemnation awards and payments and any and all other payments or proceeds attributable to the Property; (7) Any and all indebtedness or performance due or owed by Grantor and Aspen Air to Lender and/or established under the Loan Documents for Grantor and/or Aspen Air and/or any other obligor or guarantor thereunder; and (8) Payment of any deficiency owing under the Loan Documents notwithstanding any provision of Montana Law which may serve to excuse Grantor, Aspen Air and/or any other obligor or guarantor under the Loan Documents from liability for such deficiency.

GRANTOR'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS:

1. **TITLE TO THE PROPERTY.** Grantor covenants that the Grantor is lawfully seized of the Property, in fee simple, and has the right to convey, pledge and assign the Property; that the Property is free from all liens and encumbrances except as otherwise listed herein; that any successor to Grantor shall quietly enjoy all of the Property; that Grantor does warrant and will defend the title to the Property against all claims, whether now existing or thereafter arising, not hereinbefore expressly accepted. The covenants and warranties of this paragraph shall survive foreclosure of this Deed of Trust and shall run with the real property.
2. **TAXES AND ASSESSMENTS.** Grantor shall pay, when due before penalty, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Property by making payment directly to the payee thereof or, if Lender so designates, by making payment in accordance with Paragraph 5 hereof and Grantor shall promptly deliver to Lender any official receipts received by Grantor. Grantor shall likewise pay all taxes, assessments and other charges levied upon or assessed, placed or made against or measured by this Deed of Trust or the recordation hereof or the indebtedness or performance secured hereby, provided that Grantor shall not be obligated to pay any such tax, assessment or other charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the indebtedness secured hereby. Grantor shall promptly furnish Lender all notices received by Grantor of amounts delinquent under this paragraph. Grantor agrees to reimburse Lender for costs incurred in engaging a tax service to provide periodic reports to Lender on the status of real estate taxes on the Property. In the event of the passage after the date of this Deed of Trust of any applicable law creating or providing for any tax, assessment or charge upon the Property or upon Grantor's or Lender's interest in the Property, then Lender may treat the same as an Event of Default under this Deed of Trust unless Grantor either pays such tax before it becomes delinquent or contests the tax and deposits with Lender a sufficient surety bond or cash or other security satisfactory to Lender.
4. **LIENS.** Grantor shall keep the Property free from all liens, whether prior or subordinate to this Deed of Trust, other than the lien of current real estate taxes and installments of official assessments with respect to which no penalty is yet payable. Grantor warrants and represents to Lender that, except for real property taxes not yet due, Lender's lien created hereunder for the Property shall be a first and prior lien against the same.
5. **FUNDS FOR TAXES AND INSURANCE.** If requested at any time or from time to time by Lender, Grantor shall make monthly deposits with Lender in addition to any payments made to Lender under the Loan Documents a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments levied against the Property plus one-twelfth of yearly premium installments on insurance required under Paragraph 8 hereof, all as estimated initially and adjusted from time to time by Lender and to be applied by Lender to pay such taxes, assessments and insurance premiums. Unless an agreement is made or applicable law requires that interest be paid on the Funds, no earnings or interest shall be payable to Grantor on the Funds. The Funds are pledged as additional security for the sum secured by this Deed of Trust. Such Funds shall not be, nor be deemed to be, trust funds and, unless applicable law provides otherwise. Lender shall have the right to hold the Funds in any manner Lender elects and may commingle the Funds with other monies held by Lender. Any insufficiency of the Funds to pay the aforesaid charges when due shall be paid by Grantor to Lender on demand upon notice from Lender. If, by reason of default by Grantor under any provision of this Deed of Trust, and Lender declares all obligations and sums secured hereby to be due and payable, Lender may then apply any or all of the Funds against the indebtedness secured hereby. Lender may from time to time waive the provisions and requirements of this paragraph and after any such waiver reinstate any or all provisions hereof requiring such deposits by notice to Grantor in writing. While any such waiver is in effect, Grantor shall pay taxes, assessments and insurance premiums as herein elsewhere provided and provide Lender with proof of payment of the same.
6. **FAILURE TO MAKE PAYMENTS.** In the event the Grantor fails to pay any taxes, liens or judgments as herein provided or fails to maintain insurance as herein provided or fails to make any other payment or perform any requirement required herein or under the Loan Documents, Lender, at its sole option, may make such payment(s) or provide such insurance or pay such amount or perform such requirement, and the amount paid and the performance made therefore shall be immediately due and payable and performable by Grantor and, until paid and performed, shall be secured by this Deed of Trust and shall bear interest at rate provide for in the Loan Documents. Such payment or performance by Lender shall not in any way restrict Lender's other rights afforded hereunder or by operation of law. Nothing contained herein shall be construed as requiring Lender to make any payment or maintain any insurance or perform any act whatsoever pertaining to the Property.
7. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender hereunder or pursuant to Paragraph 5 hereof shall be applied by Lender in accordance with the terms for the order of payment application stated under the Loan Documents.



8. **INSURANCE.** Grantor shall keep the buildings, improvements and fixtures now existing or hereafter replaced, erected or acquired on the Deed of Trust Property insured by insurance carriers in form and amount satisfactory to the Lender against loss by fire and all casualties and other hazards and Grantor shall provide liability coverage to protect the interest of Lender in an amount and with an insurance carrier acceptable to Lender. The provider of the insurance shall be acceptable to Lender. The policy or policies of insurance shall show Lender as a loss payee thereunder. Grantor shall pay all premiums on such insurance by making payment, when due, directly to insurance carriers or, if Lender so designates, by making payment in accordance with Paragraph 5 hereof. Lender shall have the right to hold the policies and renewals thereof and Grantor shall promptly furnish to Lender all renewal notices and paid premium receipts. In no event shall Lender be held responsible for failure to pay for any insurance written where the funds deposited pursuant to paragraph 5 are insufficient for such payment or for any loss or damage growing out of a defect in any policy or growing out of any insurance company to pay for any loss or damage insured against. In the event of loss or in the event that a claim is made against Grantor or Lender, Grantor shall give prompt notice by mail of the same to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor. Grantor and Lender shall jointly adjust the insurance provided, however, that if the claim is not paid within forty-five (45) days following the damage or destruction or liability damage, the insurance may be adjusted by Lender alone at any time after said forty-five day period. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof, at the sole discretion of Lender, to the restoration or repair of the Property damaged or to the reduction of the indebtedness secured hereby, in such order of application as Lender may determine. All policies of insurance are hereby assigned to Lender as additional security for the payment of the indebtedness secured hereby. In the event of foreclosure of this Deed of Trust, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

9. **DUE ON SALE OR ENCUMBRANCE.** In the event Grantor, without the prior written consent of Lender, shall sell, convey, transfer, alienate, pledge, sell on installment contract or encumber the Property or any part thereof, or any interest therein or shall be divested of its title, or any interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger, consolidation or dissolution affecting Grantor or a transfer of a majority interest in Grantor or in the event of the transfer or other disposition of any interest in Grantor or any entity in Grantor's chain of ownership, whereby control of the management and operation of the Property is no longer in Grantor, then in any of such events at the sole option of the Lender, Lender may declare all obligations due and owing under the Loan Documents to be immediately due and payable.

10. **BANKRUPTCY.** In the event that (a) Grantor or Aspen or any other obligor or guarantor under the Loan Documents shall file or there shall be filed against the same a petition in bankruptcy or insolvency or a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the bankruptcy laws of the United States or Canada or under any other applicable Canadian, Provincial, Federal, State or other statute or law and such proceeding shall not be dismissed within thirty (30) days after commencement thereof, or (b) a receiver, trustee or liquidator shall have been appointed with respect to Grantor or Aspen or any obligor or guarantor under the Loan Documents and such appointment shall not have been vacated within thirty (30) days then, in any such event, Lender may, at its option, declare all indebtedness and performance due and owing under the Loan Documents to be due, performable and payable immediately and upon such declaration the same shall be due, performable and payable, notwithstanding anything in this Deed of Trust or in the Loan Documents to the contrary, to the extent permitted by law.

11. **PRESERVATION OF PROPERTY.** Grantor shall keep the Property in good repair and condition and shall provide all services necessary for the operation and preservation of the Property. Grantor shall commit or permit no waste and shall not materially alter the design or structural character of the real property improvements and buildings now or hereafter erected on the real property secured hereby without the prior written consent of Lender and in no event shall Grantor do any act or thing which would unduly impair or depreciate the value of the Property. Grantor shall not abandon the Property.

12. **RIGHT TO INSPECT.** Lender, or its agents, shall have the right, at all reasonable times, to enter upon the secured real property or anywhere the Property may be located for the purposes of inspection thereof with thereby becoming liable to Grantor or any person in possession holding under Grantor provided, however, Lender shall give Grantor notice prior to any such inspection unless Lender should reasonably determine that its entry for inspection should be necessary without first providing notice to Grantor or any other in possession of the Property.

13. **PROTECTION OF LENDER'S SECURITY.** If Grantor fails to perform any of the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which does or may adversely affect the Property or the interest of the Grantor or Lender therein, or the title of the Grantor thereto, or if Lender shall be made a party to any such action or proceeding, including a bankruptcy, receivership or insolvency proceeding in which the Grantor or Aspen or any obligor or guarantor under the Loan Documents is a party, then Lender, at its sole option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, obtain appraisals and take such other action as Lender deems necessary to protect its interest. Lender shall be the sole judge of the legality, validity and priority of claims, liens, encumbrances, taxes, assessments, charges and premiums paid by it and of the amount necessary to be paid in satisfaction thereof. In the event that, after damage to or destruction of the Property or condemnation of a portion thereof or a sale under threat thereof, the Lender elects to restore the Property and the insurance, sale or condemnation proceeds as the case may be which are paid to Lender are not sufficient for such restoration, Lender may effect the restoration in such manner as it determines. Lender is hereby given the irrevocable power of attorney (which power is coupled with an interest given for security and is irrevocable) to enter upon the real property secured hereby or any place on or in which the Property may be located as the Grantor's agent and in Grantor's name to perform any and all covenants to be performed by the Grantor as herein provided and/or to take all acts necessary for the preservation and collection of its collateral herein secured. All amounts disbursed or incurred by Lender pursuant to this Paragraph 13, including but not limited to attorney and expert fees and costs, shall be payable upon demand, shall bear interest at the rate set forth in the Loan Documents from the date of disbursement or the date incurred and shall become an additional amount secured hereunder. Lender shall, at its option, be subrogated to any encumbrance, lien, claim or demand, paid or discharged by Lender, and to all the rights and securities for the payment thereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Nothing contained in this Paragraph 13 shall require Lender to incur any expense or do any act



hereunder and Lender shall not be liable to Grantor for any damages or claims arising out of action taken or not taken by Lender pursuant to this Paragraph 13.

14. **FORBEARANCE BY LENDER NOT WAIVER.** Any delay or forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of any such right or remedy or any other right or remedy hereunder or at law or equity. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the indebtedness and performance secured hereby. Lender's receipt of any awards, proceeds or damages under this Deed of Trust or the Loan Documents shall not operate to cure or waive default by Grantor.

15. **GRANTOR NOT RELEASED; PRIORITY SUBSEQUENT TO MODIFICATION.** Extension of time for payment or performance or agreement for the modification of payment or performance for Grantor hereunder or Grantor or Aspen or any obligor or guarantor under the Loan Documents shall not operate to release, in any manner, the liability of Grantor, the Continuing Guarantee of Grantor being recognized as continuing in nature until all payments and performance required of Grantor and Aspen or any obligor or guarantor under the Loan Documents is paid and performed in full according to the terms of the Loan Documents. Any agreement hereafter made by Grantor and Lender relative and pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. **FURTHER ASSURANCES; ATTORNEY-IN-FACT.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Loan Documents and this Deed of Trust and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

17. **EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

i. **Payment Default.** Grantor or Aspen or any obligor or guarantor under the Loan Documents fails to make any payment when due under any indebtedness owed under the Loan Documents or hereunder.

ii. **Other Defaults.** Grantor or Aspen or any obligor or guarantor under the Loan Documents fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in the Loan Documents or any other agreement between Lender and Grantor.

iii. **Compliance Default.** Grantor or Aspen or any obligor or guarantor under the Loan Documents fails to comply with any other term, obligation, covenant or condition contained in this Deed of Trust or the Loan Documents.

iv. **Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

v. **False Statements.** Grantor or Aspen or any obligor or guarantor under the Loan Documents makes a false or materially misleading statement or furnishes the same to Lender on the Loan Documents or herein or such statements become false or misleading at any time thereafter.

vi. **Defective Collateralization.** This Deed of Trust or any of the Loan Documents cease to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

vii. **Insolvency.** The dissolution of Grantor corporation or that of Aspen (regardless whether election to continue is made), the termination of Grantor's or Aspen's existence as a going business, the insolvency of Grantor or Aspen or any obligor or guarantor under the Loan Documents, the appointment of a receiver for any part of Grantor's property or that of or Aspen or any obligor or guarantor under the Loan Documents, any assignment for the benefit of creditors of Grantor or Aspen or any obligor or guarantor under the Loan Documents, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws of the United States or Canada by or against Grantor or Aspen or any obligor or guarantor under the Loan Documents.

viii. **Foreclosure or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or Aspen or any obligor or guarantor under the Loan Documents or by any governmental agency against any property securing the obligations under the Loan Documents and herein.



ix. **Adverse Change.** A material adverse change occurs in Grantor's financial condition or the value of the Property secured herein or that of Aspen or any obligor or guarantor under the Loan Documents.

x. **Insecurity.** Lender in good faith believes itself insecure.

xi. **Violation of Law.** Grantor violates any law or regulation applicable to the Property or the interest of Lender created under this Deed of Trust.

18. **REMEDIES ON DEFAULT.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy and any remedy stated herein. All remedies of Lender are distinct and cumulative to any other remedy and right under this Deed of Trust or the Loan Documents or afforded by law or equity and may be exercised concurrently or independently and as often as the occasion therefore arises. If the indebtedness and performance secured hereby is now or hereafter, in whole or in part, further secured by security agreements, financing statements, pledges, contracts of guaranty, assignment of leases or other securities, Lender may, at its sole option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. Lender may make such payments and take such acts to protect its collateral and no such payment or acts shall limit Lender's ability to declare a default. If an Event of Default occurs, then Lender may at its option and without notice to Grantor or Aspen or any obligor or guarantor under the Loan Documents accelerate all indebtedness and performance due under the Loan Documents and hereunder. Lender, as Beneficiary, may cause the real property secured hereunder to be foreclosed non-judicially and sold by notice and sale according to law or by judicial foreclosure and may cause the personal property to be repossessed and sold at public sale or Lender's interest in the same to be foreclosed and sold as provided by law. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the personal property with respect to rents, issues and profits herein assigned, Grantor does hereby appoint Lender as his attorney-in-fact (which power is coupled with an interest given for security and is irrevocable) to receive, collect and receipt for all sums due and owing for rents, use and occupation of the Property as the same may accrue and out of the amount so collected to pay and discharge all sums delinquent under the terms of this Deed of Trust or the Loan Documents. For the purpose aforesaid, Beneficiary may enter upon and take possession of the Property or wherever it may be located to manage and operate the same and to take any action which, in Lender's sole judgment, is necessary or proper to conserve the value of the same. Lender may also take possession of and, for these purposes, use any and all of the Property used by Grantor in the operation, rental or leasing thereof or any party thereof. The expense, including any Receiver's fees incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. Lender shall not be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually collected by Lender. Grantor hereby grants to Lender the right upon a default by Grantor, to secure and receive a court appointed Receiver for the Property. **THE APPOINTMENT OF THE RECEIVER MAY BE UPON EX PARTE MOTION BY LENDER WITHOUT NOTICE TO GRANTOR.** Grantor hereby waives any right to notice for the appointment of a Receiver, but Grantor reserves the right to contest, at a later date, the existence of Grantor's default. The Receiver shall have the right to immediately take possession of the Property, collect rents, engage a management company to oversee daily activities, hire attorneys and accountants, expend funds for the preservation of the Property, sell inventory and goods, and otherwise control the Property under direction of the Court. All costs and expenses of the Receiver, including fees and commissions payable to the Receiver and the Receiver's attorney's and accountant's fees, shall be paid by Grantor, and such repayment is secured by this Deed of Trust. Trustee, upon presentation of an affidavit signed by Beneficiary setting forth the facts showing a default under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon as provided in this instrument and as allowed by law. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee will be a party, unless brought by Trustee.

19. **SECURITY INTEREST.** This Deed of Trust shall constitute a security agreement with respect to the Property and the Grantor hereby grants and authorizes to the Lender a security interest in and to all personal property and fixtures included in and to, and used in connection with, the Property, including without limitation all goods, inventory, equipment, machinery (including without limit all air separators and related machinery and equipment). Grantor acknowledges the contemporaneous execution of a General Security Agreement and other documents of perfection which are intended to ensure that, to the extent of any doubt as to whether personal property secured by Lender is separated personal property or a fixture or attachment to the real property, improvements and building, that the same is intended to be secured to Lender. Grantor will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or certificate or other document as Lender may require in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of such security instrument and Grantor acknowledges and agrees that this Deed of Trust may be treated by Lender as a fixture filing and Grantor agrees that this Deed of Trust is a properly constituted and authorized fixture filing; provided, however, that Lender may choose to file such supplemental fixture filings as it may deem appropriate and the filing of such fixture filings will not be deemed to limit, abridge or terminate Lender's security interest granted by Grantor to Lender herein in all of its Property, including that which may be viewed as fixtures. Grantor further agrees to pay to Lender, on demand, all costs and expenses incurred by Lender (including attorney's fees and costs) in connection with the preparation, execution, recording, filing and refiling of any such document and in connection with the exercise of any right or remedy hereunder. Grantor further agrees to execute or re-execute any and all documents as may be necessary to correct or perfect the interest of the Lender granted by this instrument and any of the Loan Documents. Nothing contained herein is intended to limit, terminate, modify, stay or abridge any right, security given, property pledged or hypothecated or remedy made available to Lender under the General Security Agreement of even date.

20. **COMPLIANCE WITH LAW; HAZARDOUS MATERIALS.** Grantor will at all times comply and will cause all tenants/occupants of the Property to comply with all present and future laws and requirements of any governmental body relevant to the Property and Grantor's ownership and operation of the Property including, without limitation, all laws and regulations regarding the use, discharge, generation, removal, transportation, storage, disposal or handling of any insecticides, pesticides, herbicides and other toxic, hazardous or dangerous chemicals, substances and materials, or the containers in which they are shipped, handled or stored, on or about the Property. Any breach of this provision by Grantor will be deemed a default under the Deed of Trust and the Loan Documents and Lender will be entitled to exercise all rights granted by the Deed of Trust or the Loan Documents in the event of a default by Grantor or otherwise available at law or in equity including, without limit, the foreclosure of its lien on all or some of the Property, expressly reserving the right to exclude from such foreclosure any portions thereof which are, have or may become contaminated by or with toxic/hazardous materials or substances. Upon request of Lender, Grantor shall periodically perform and provide Lender with the results of environmental inspections or audits. If at any time, levels of



contamination exceed any relevant standard established by applicable laws and regulations, Grantor shall promptly correct the problem. Grantor shall promptly provide Beneficiary with copies of all notices received from any federal, state or local governmental agency with regard to the possible or actual violation of a statute that would be a violation of this condition. Grantor will not license, authorize, permit, agree or consent to the dumping or disposal on the property of any products, materials, chemicals, substances or by-products, of any nature whatsoever, by any third-party during the term of the Deed of Trust. Lender will have the right during the term of the Deed of Trust to enter the real property of the Property for purpose of inspection thereof to enforce compliance with this condition and any other term or condition of the loan. Grantor hereby grants to Lender, its agents and employees and irrevocable and non-exclusive license to enter upon the Property, at Lender's sole option, to conduct testing and to remove or arrange for the removal of hazardous/toxic wastes or substances and the costs of testing and removal shall immediately become due to Lender and shall be secured by this Deed of Trust. Nothing contained herein shall be construed as requiring Lender to conduct tests or undertake removal of hazardous/toxic waste or substances from the Property. Similarly, if Lender shall begin testing or removal activities upon the Property, nothing contained herein shall be construed as requiring Lender to complete any such activities once the same are begun. Rather, Lender shall have the absolute right to ease and terminate any testing or removal activities on the Property, at any time and at its sole election, without any duty, responsibility or liability for completion of the same. Grantor shall not install or permit to be installed in the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws respecting such material. With respect to any such material currently present in the Property, Grantor shall promptly comply with such federal, state or local laws, rules, regulations or orders, at Grantor's expense. If Grantor shall fail to so comply, Lender may declare this Deed of Trust and the Loan Documents to be in default. Grantor will indemnify and hold Lender harmless from and against any or all loss, cost, damage, expense or liability it may suffer (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion of any claim relating to the presence or removal of any hazardous waste or substance described in this section or a breach of this section by Grantor, any agent or employee of Grantor, or any predecessor or successor in interest with respect to the Property. The indemnities described in this section shall survive any termination, satisfaction or foreclosure of this Deed of Trust.

21. **ABANDONMENT OF PERSONAL PROPERTY.** Subject to the security interest created for Lender in personal property of Grantor, any personal property remaining upon the real property portion of the Property after the Property has been possessed or occupied by Lender or the purchaser at any foreclosure sale shall be conclusively presumed to have been abandoned by Grantor or any other former owner thereof. Lender shall in no way incur any liability or obligation to Grantor or any former owner of said personal property by reason of any action which Lender in its sole discretion chooses to take with respect to said personal property. In no event shall Lender be required to take any affirmative action in preserving, protect or otherwise overseeing the deployment or storage of said personal property, nor shall Lender incur any liability to Grantor or any former owner of said personal property because of failure to take such affirmative action with respect thereto.

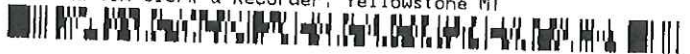
23. **SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective legal representatives, successors and assigns of the Lender and Grantor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The terms "Lender" and "Beneficiary" may be used interchangeably and such use shall not terminate or limit any right or remedy available to Lender as a Beneficiary under this Deed of Trust or vice versa. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

24. **ASSIGNMENT OF DEED OF TRUST.** Lender shall have the right, in its sole discretion, at any time during the term of this Deed of Trust to sell, assign, syndicate or otherwise transfer and/or dispose of all or any portion of its interest in the Loan Documents or this Deed of Trust and Grantor hereby permits and consents to Lender's submission to its assignees of all financial data and all other information furnished by Grantor to Lender.

25. **LITIGATION, COLLECTION AND BANKRUPTCY FEES AND EXPENSES.** Lender may appear in or defend any action or proceeding at law or in equity, purporting to affect the security hereof, and Grantor hereby agrees to pay to Lender (to the full extent permitted by law) all costs, charges and expenses, including costs of evidence of title and attorneys and expert fees and costs incurred in any such action or proceeding in which Lender may appear or defend. Upon the commencement of any proceedings to collect the indebtedness or disbursements or performance secured hereby, or any part thereof, by foreclosure of this Deed of Trust or otherwise, there shall become due and Grantor agrees to pay (to the full extent permitted by law) all costs, fees and expenses of such proceeding, including attorneys and expert fees and costs, as an additional indebtedness hereunder and under the Loan Documents and it is agreed that this Deed of Trust shall stand as security therefore. It is also agreed that Grantor will pay any amount Lender may incur or pay for any abstract or continuation of abstract to title, certificate of insurance or title or other evidence of title, subsequent to this date, on any of the Property and this Deed of Trust shall secure payment thereof.

26. **CONTINUING LIABILITY OF GRANTOR.** Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Lender with respect to any security not expressly released in writing, Lender may, at any time and from time to time, and at its sole election, either before or after the maturity of the indebtedness secured hereby, and without notice or consent, (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, security the indebtedness, including all or any part of the Property herein described.

27. **ERISA.** Grantor represents and warrants that the Property is not the assets of an employee benefit plan and that neither the Loan Documents nor the exercise of Lender's rights under the Loan Documents and Deed of Trust constitute a nonexempt prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA"). In addition, Grantor represents and warrants to Lender that neither it nor any of its stockholders or its parent, as the case may be, will engage in any transaction which would cause the Loan Documents or the Deed of Trust (or the exercise by Lender of its rights under the same to be a nonexempt prohibited transaction under ERISA.



28. **NOTICE.** Any notice from Lender to Grantor hereunder shall be deemed to have been given by Lender and received by Grantor when mailed by certified mail by Lender to Grantor at the physical address for the real property secured hereby or such other address as Grantor may designate, in writing, to Lender.

29. **GOVERNING LAW; SEVERABILITY.** This Deed of Trust shall be governed by the law of the State of Montana. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and, to this end, the provisions of the Deed of Trust are declared to be severable. In the event that any applicable law in effect on the date hereof limiting the amount of the interest or other items which may be lawfully charged against the Grantor is interpreted in a manner such that any payment provided for in this Deed of Trust or in the Loan Documents, whether considered separately or together with other payments that are considered a part of this Deed of Trust and the Loan Document transaction, violate such law and Grantor is entitled to the benefit of such law, such payment is hereby reduced to the extent necessary to eliminate such violation.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first hereinabove written.

GRANTOR - Aspen Air U.S. Corp., a Montana Corporation

By: [Signature]

Its: CEO + President

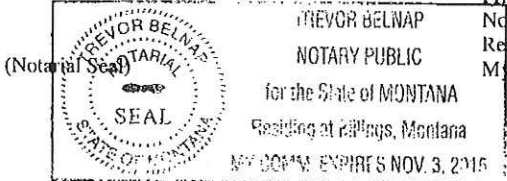
ONKAR DHALIWAL AS CEO AND PRESIDENT

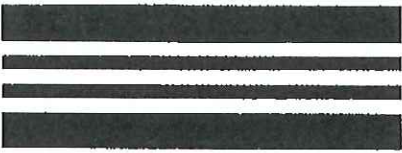
STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on the 4 day of December 2012 by Onkar Dhaliwal who is the CEO and president of Grantor, Aspen Air U.S. Corp., a Montana Corporation.

[Signature]
Printed Name: Trevor Belnap

Notary Public for the State of Montana
Residing at Billings MT
My commission expires: Nov 3 2015
[Month, Day, 4-Digit Year]





No
2nd
Copy

FS

3648792

12/07/2012 11:15 AM Pages: 1 of 2 Fees: 7.00
Jeff Martin Clerk & Recorder, Yellowstone MT



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Malcolm Goodrich 406-256-3663

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Goodrich Law Firm PC
 2619 St. Johns Ave., STE. F
 Billings, MT 59102**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
Aspen Air U.S. Corp.

OR
 1b INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1524 Lockwood Road

CITY
Billings

STATE
MT

POSTAL CODE
59101

COUNTRY
USA

1d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
Corporation

1f. JURISDICTION OF ORGANIZATION
MT

1g. ORGANIZATIONAL ID #, if any
D157808

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Alberta Treasury Branches

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
600-444 7th Ave. SW

CITY
Calgary

STATE
AB

POSTAL CODE
T2p 0X8

COUNTRY
Canada

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all: equipment; machinery; goods, vehicles; software; accounts; general intangibles; chattel paper; deposit accounts; documents; fixtures; instruments; negotiable instruments; commercial tort claims; rents; and leases (collectively the "Collateral"). The Collateral includes any and all proceeds, accessions, replacements, substitutions and after acquired property and rights relating to the same.

5. ALTERNATIVE DESIGNATION (if applicable)

LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
---------------	---------------------	---------------	--------------	---------	----------------

6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) [ADDITIONAL FEE] (optional)

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA



UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Aspen U.S. Corp.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

Parcel 1
Township 1 North, Range 26 East, P.M.M.:
Section 26: That portion of the SE 1/4 described as Certificate of Survey #573 on file in the office of the Yellowstone Clerk and Recorder under Document #503778; and

Parcel 2
Township 1 North, Range 26 East, P.M.M.:
Section 26: That portion of the SE 1/4 described as Tract 2-B of Amended Tract 2 of Certificate of Survey No. 2595 on file in the office of the

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Aspen Air U.S. Corp, a Montana Corporation, 1524 Lockwood Road, Billings, MT 59101

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Disclaimer: Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

***Please Note:** Owner information is supplied by the **Montana Department of Revenue**. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**.

Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: D05464

Primary Party

Primary Owner Name: ASPEN AIR US CORP
C - Contact Name BRENDEN FOWLER

2018 Mailing Address: ASPEN AIR US CORP
1524 LOCKWOOD RD
BILLINGS, MT 59101-7320

Property Address: 1524 LOCKWOOD RD
Township: 01 N Range: 26 E Section: 26

Certificate of Survey: 573 Parcel: 000

Full Legal: S26, T01 N, R26 E, 573, PARCEL 000, COS 573 & TR 2B COS 2595
AMD (08) 5.782 AC *FOREVER MERGED*

GeoCode: 03-1033-26-4-08-01-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: LOCKWOOD AREA

Assessed Value Summary

Assessed Land Value = \$ 316,295.00
Assessed Building(s) Value = \$ 1,170,870.00
Total Assessed Value = \$ 1,487,165.00

Assessed Value Detail Tax Year: 2017

Class Code	Amount
2611 - Industrial Land = \$	316,295.00
3817 - All Industrial Imps = \$	1,170,870.00
Total = \$	1,487,165.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](#).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
2000	2,154.26 P	2,154.23 P	4,308.49
2001	2,333.96 P	2,333.94 P	4,667.90
2002	2,438.19 P	2,438.15 P	4,876.34
2003	2,726.41 P	2,726.37 P	5,452.78
2004	2,858.72 P	2,858.70 P	5,717.42
2005	3,047.98 P	3,047.95 P	6,095.93
2006	3,260.91 P	3,260.88 P	6,521.79
2007	3,528.42 P	3,528.41 P	7,056.83
2008	89,144.16 P	89,144.13 P	178,288.29
2009	76,641.63 P	76,641.60 P	153,283.23
2010	78,127.68 P	78,127.68 P	156,255.36
2011	85,318.08 P	85,318.05 P	170,636.13
2012	122,837.32 P	122,837.30 P	245,674.62
2013	90,492.02 P	90,491.97 P	180,983.99
2014	96,124.27 P	96,124.25 P	192,248.52
2015	0.00	51,534.38	51,534.38
2015	0.00	3,621.42 P	3,621.42
2015	108,559.12 P	108,559.08 P	217,118.20
2016	162,890.07 P	162,890.04	325,780.11
2017	157,563.55	157,563.52	315,127.07

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

[Current records indicate delinquent tax status click here for more information.](#)

Jurisdictional Information

Commissioner Dist: 2 - Denis Pitman (R)	School Attendance Areas
Senate: 28 - Tom Richmond (R)	High: SKYVIEW
House: 56 - Sue Vinton (R)	Middle: LOCKWOOD
Ward: Outside City Limits	Elem: LOCKWOOD

Precinct: 56.2

Zoning: Heavy Industrial

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view](#)

[Broadview Regulations](#)

Controlled Industrial

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view](#)

[Broadview Regulations](#)

[School District Trustee Links](#)

Any comments or questions regarding the web site may be directed to the [Web Developer](#).



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Delinquent Property Tax Information

Disclaimer: The tax information was updated on 6/8/2018. Please notify the Treasurer's Office of any inaccuracies. Online Tax Billing History is available from Tax Year 2000 forward. If you wish information for prior tax years contact the Treasurer's Office.

Tax ID: D05464

Penalty and Interest calculated as of 6/5/2018

Year	Half	Amount	Penalty	Interest	Total Due
2015	2nd	51,534.38	1,030.69	8,697.31	61,262.38
2016	2nd	162,890.04	3,257.80	16,646.01	182,793.85
2017	1st	157,563.55	3,151.27	7,554.42	168,269.24
2017	2nd	157,563.52	3,151.27	345.33	161,060.12
Totals		529,551.49	10,591.03	33,243.07	573,385.59

Contact the Yellowstone County Treasurer's Office, (406) 256-2802, for complete payoff information.

Recalculate interest as of (MM/DD/YYYY):

EXHIBIT F

This is Exhibit "F" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



 RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018

Schedule 2 - Aspen Air Corporation ("Aspen")
Statement of Projected Cash Flow
For the thirteen week period ending September 1, 2018

Court No. 25-2386-C24
Estate No. 25-2386-C24

	7-Jun to 9-Jun Week ended:	16-Jun-18	23-Jun-18	30-Jun-18	7-Jul-18	14-Jul-18	21-Jul-18	28-Jul-18	4-Aug-18	11-Aug-18	18-Aug-18	25-Aug-18	1-Sep-18	Total	Notes
Receipts															
Account receivables	\$ 59,464	\$ 41,947	\$ 15,814	\$ 5,450	\$ 37,505	\$ 28,389	\$ 69,388	\$ 84,541	\$ 303	\$ 40,181	\$ 10,941	\$ -	\$ -	\$ 389,344	1
Rental Receipts	2,383	2,097	791	139	3,167	1,990	2,020	2,614	2,881	1,107	547	-	-	9,450	2
GST collected	59,867	44,045	15,605	5,589	759	30,289	71,407	87,295	6,134	47,298	11,488	-	-	17,047	3
Total Receipts															
	\$ 120,714	\$ 88,089	\$ 32,210	\$ 11,178	\$ 41,431	\$ 60,668	\$ 142,815	\$ 174,450	\$ 9,317	\$ 88,586	\$ 23,976	\$ -	\$ -	\$ 414,842	
Disbursements															
Salaries and wages		(55,000)		(63,500)	(5,895)	(47,300)	(7,128)	(2,051)	(65,000)	(2,989)	(40,850)	(2,051)	(6,400)	(355,650)	4
Employee benefits				(2,188)	(13,986)	(1,355)	(1,128)	(2,051)	(7,003)	(2,989)	(8,018)	(2,051)	(5,533)	(21,009)	5
Vehicle and equipment leases	(9,446)	(8,018)	(1,326)	(46,135)	(13,986)	(1,355)	(7,128)	(2,051)	(16,750)	(2,989)	(8,018)	(2,051)	(6,845)	(125,907)	6 & 14
Fuel															
Utilities															
Water															
Repair & Maintenance															
Rent		(13,358)		(600)	(5,813)	(600)	(600)	(600)	(6,274)	(600)	(600)	(600)	(6,400)	(38,773)	7
IT services		(600)		(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(6,000)	8 & 14
Office expenses														(7,200)	8 & 14
Insurance														(18,822)	10
DIP loan fees				(5,917)	(2,500)	(2,500)	(45,000)	(45,000)	(6,274)	(45,000)	(45,000)	(45,000)	(1,542)	(270,000)	11
Professional fees	(2,500)	(2,500)	(45,000)	(45,000)	(2,500)	(2,500)	(2,500)	(2,500)	(6,274)	(2,500)	(2,500)	(2,500)	(2,500)	(90,115)	12
Contingency	(11,946)	(79,477)	(49,426)	(171,175)	(44,046)	(51,759)	(55,228)	(90,151)	(116,863)	(5,459)	(95,959)	(90,151)	(125,530)	(809,115)	
Total Disbursements															
	\$ (43,921)	\$ (35,401)	\$ (122,821)	\$ (165,585)	\$ (23,211)	\$ (21,464)	\$ 15,479	\$ 37,105	\$ (110,729)	\$ 25,792	\$ (85,480)	\$ (50,151)	\$ (122,280)	\$ (484,273)	
Net Cash Flow															
	\$ 76,793	\$ 52,688	\$ 20,389	\$ (54,407)	\$ 18,220	\$ 82,132	\$ 127,336	\$ 137,345	\$ 9,646	\$ 62,895	\$ 15,026	\$ (50,301)	\$ (122,280)	\$ (24,431)	
Bank Balance															
Beginning Cash Balance	\$ 1,248	\$ 45,169	\$ 9,738	\$ 6,916	\$ 11,390	\$ 9,009	\$ 5,045	\$ 21,224	\$ 58,328	\$ 7,589	\$ 43,387	\$ 7,907	\$ 7,755	\$ 1,248	13
DIP Loan				110,000										165,000	11
Transfer US/CDN Bank Account	43,921	(35,402)	30,000	60,000	(2,321)	17,500	-	37,105	60,000	56,789	50,000	50,000	75,700	317,500	11
Net Cash Flow														(484,273)	15
Ending Bank Balance	\$ 45,169	\$ 9,738	\$ 6,916	\$ 11,390	\$ 9,009	\$ 5,045	\$ 21,224	\$ 58,328	\$ 7,589	\$ 43,387	\$ 7,907	\$ 7,755	\$ 1,248	\$ 1,248	

Prepared as at the 7th day of June, 2018
Purpose:

This Estimated Cash Flow Statement (the "Aspen Cash Flow") has been prepared by Aspen's management pursuant to section 50.4(2) of the Bankruptcy and Insolvency Act. It is being filed specifically for the purpose contemplated in that section and readers are cautioned that it may not be appropriate for other purposes. In addition the Cash Flow has been prepared based on assumptions regarding future events; therefore, actual results may vary from the estimates presented herein and these variances may be material.

Aspen Air Corporation
Per Onkar Dhallwal, President & CEO

Deloitte Restructuring Inc. in their capacity as Trustee under the proposal of Aspen Air Corporation and not in their personal capacity.
Per Vanessa Allen, Senior Vice-President

Schedule 2 - Aspen Air Corporation ("Aspen")
Statement of Projected Cash Flow
For the fifteen week period ending September 1, 2018

Court No. 25-238604
Estate No. 25-238604

Notes & Assumptions - General:

1. Unless otherwise stated, amounts are based on historical data and management estimates.
2. All amounts include applicable GST.
3. As Aspen is in the process of developing their Proposal pursuant to the BIA (the "Aspen BIA Proposal"), the Aspen Cash Flow does not include any payments to creditors pursuant to the Aspen BIA Proposal.
4. Amounts are in Canadian dollars.

Notes & Assumptions - Specific:

1. Represents the collection of accounts receivable, which are subject to 30 to 60 day payment terms.
2. Includes rent payable by third party for a portion of the premises located at Sulo 1460, 10555 Southport Road in Calgary, Alberta (the "Premises").
3. Includes GST collected on accounts receivable.
4. Includes salaries and wages for 11 employees.
5. Includes benefits payable to Great-West Life Assurance Company.
6. Includes payments due for 18 leased vehicles and equipment. Aspen is currently reviewing its go-forward vehicle and equipment needs.
7. Monthly rent of \$12,824 is payable for the Premises. Aspen currently holds the Premises with the term of the current sublease expiring on December 31, 2018.
8. Includes payments to VAAPO for IT services.
9. Includes miscellaneous office expenditures.
10. Aspen currently makes monthly payments of \$5,274 related to their insurance policies.
11. Aspen is arranging a \$250,000 loan related to the restructuring, which has 2% entrance and exit fees and and 10% monthly interest.
12. Includes professional fees to be paid to Aspen's legal counsel, to the proposal Trustee and to the proposal Trustee's legal counsel.
13. Includes cash held in financial institutions.
14. Includes pre-filing amounts for critical suppliers subject to Court approval of those payments.
15. Aspen Air Corporation and Aspen Air U.S. Corp. are operated on a consolidated basis with funds being transferred between the respective bank accounts as needed.

EXHIBIT G

This is Exhibit "G" referred to in
the Affidavit of Onkar Dhaliwal,
sworn before me this
21st day of June, 2018



R Ganzer RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018

Schedule 2 - Aspen Air U.S. Corp. ("Aspen US")
Statement of Projected Cash Flow (USD)
For the thirteen week period ending September 1, 2018

Court No. 25-2385434
Estate No. 25-2385434

	7-Jun to 9-Week ended:		29-Jun-18		7-Jul-18		14-Jul-18		21-Jul-18		28-Jul-18		4-Aug-18		11-Aug-18		18-Aug-18		25-Aug-18		1-Sep-18		Total	Notes		
	Jun-18	16-Jun-18	23-Jun-18	30-Jun-18	7-Jul-18	14-Jul-18	21-Jul-18	28-Jul-18	4-Aug-18	11-Aug-18	18-Aug-18	25-Aug-18	1-Sep-18	Total	Notes											
Receipts																										
Account receivables	\$ 42,171	\$ 130,000	\$ 130,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 1,552,171	1		
Rental Receipts																										
GST collected																										
Total Receipts	42,171	130,000	130,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,552,171			
Disbursements																										
Salaries and wages		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(44,330)		(255,980)	2	
Employee benefits		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(3,340)		(66,570)	3	
Fuel	(5,500)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(21,810)	4 & 5	
Utilities	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(32,000)	5	
Water	(12,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(5,500)	(420,000)	6 & 7-5	
Repair & Maintenance	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(16,500)	7 & 8	
Rent	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(182,500)	8	
IT services	(2,999)	(1,000)	(1,000)	(870)	(2,317)	(1,599)	(1,150)	(1,250)	(339)	(1,400)	(1,000)	(870)	(1,250)	(744)	(1,000)	(870)	(1,250)	(870)	(1,000)	(870)	(1,250)	(870)	(1,250)	(5,000)	9	
Office expenses		(1,000)	(1,000)	(2,317)	(1,599)	(1,150)	(1,250)	(339)	(1,400)	(1,000)	(870)	(1,250)	(744)	(1,000)	(870)	(1,250)	(870)	(1,000)	(870)	(1,250)	(870)	(1,250)	(870)	(2,610)	10 & 15	
Insurance		(282)		(18,105)																					(16,059)	11 & 12
DIP loan fees																									(55,161)	12
Professional fees																										
Contingency	(5,000)	(5,000)	(5,000)	(10,000)	(5,000)	(5,000)	(10,000)	(5,000)	(5,000)	(5,000)	(10,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(30,000)	13	
Total Disbursements	(33,149)	(63,112)	(63,112)	(140,420)	(208,062)	(163,189)	(82,480)	(144,917)	(56,130)	(141,184)	(123,980)	(65,432)	(105,080)	(129,093)	(139,224)	(105,080)	(129,093)	(105,080)	(129,093)	(105,080)	(129,093)	(105,080)	(129,093)	(1,389,224)		
Net Cash Flow	\$ 9,021	\$ 66,888	\$ (10,420)	\$ (83,062)	\$ 21,811	\$ 42,220	\$ (19,917)	\$ 29,870	\$ (16,184)	\$ 112,100	\$ 59,568	\$ (44,099)	\$ (4,089)	\$ 182,946												
Bank Balance																										
Beginning Cash Balance	\$ 94,348	\$ 103,370	\$ 170,298	\$ 135,898	\$ 4,778	\$ 26,587	\$ 55,107	\$ 35,130	\$ 65,000	\$ 816	\$ 112,916	\$ 131,464	\$ 47,384	\$ 94,348												
DIP Loan																										
Transfers US/CDN Bank Account	9,021	66,888	(24,000)	(48,000)	21,811	(14,000)	(19,917)	29,870	(46,000)	112,100	(40,000)	(4,000)	47,384	182,946												
Net Cash Flow	\$ 103,370	\$ 170,298	\$ 135,898	\$ 4,778	\$ 26,587	\$ 55,107	\$ 35,130	\$ 65,000	\$ 816	\$ 112,916	\$ 131,464	\$ 47,384	\$ 3,295	\$ 3,295												
Ending Bank Balance																										
Prepared as at the 7th day of June, 2018																										
Purpose:																										

This Estimated Cash Flow Statement (the "Aspen US Cash Flow") has been prepared by Aspen's US management pursuant to section 504(c) of the Bankruptcy and Insolvency Act. It is being filed specifically for the purposes contemplated in that section and readers are cautioned that it may not be appropriate for other purposes. In addition the Cash Flow has been prepared based on assumptions regarding future events; therefore, actual results may vary from the estimates presented herein and these variances may be material.

Aspen Air U.S. Corp.

Per Onkar Dhaliwal, President & CEO

Deloitte Restructuring Inc. in their capacity as Trustee under the proposal of Aspen Air U.S. Corp. and not in their personal capacity

Per Vanessa Allen, Senior Vice-President

Schedule 2 - Aspen Air U.S. Corp. ("Aspen US")
Statement of Projected Cash Flow (USD)
For the thirteen week period ending September 1, 2018

Court No. 25-238644
Estate No. 25-238644

Notes & Assumptions - General:

1. Unless otherwise stated, amounts are based on historical data and management estimates.
2. All amounts include applicable GST.
3. As Aspen US is in the process of developing their Proposal pursuant to the BIA (the "Aspen US BIA Proposal"), the Aspen US Cash Flow does not include any payments to creditors pursuant to the Aspen US BIA Proposal.
4. Amounts are in US dollars.

Notes & Assumptions - Specific:

1. Represents the collection of accounts receivable, which are subject to 30 to 60 day payment terms and based on historical cash receipts and known contracts.
2. Includes salaries and wages for 17 employees.
3. Includes benefits payable to Blue Shield.
4. Includes payments due for one leased vehicle and various equipment.
5. Includes anticipated fuel payments based on historical weekly averages.
6. Includes payments for electricity, which is provided through NorthWestern Energy and Teton Energy.
7. Includes utility payments for the plant located at 1624 Lockwood Road in Billings, Montana.
8. A plant maintenance shut-down to repair a crack in the cold box of plant #1 will be performed in late June/ early July. This includes repair costs estimated at \$150,000.
9. Monthly rent of \$1,250 is payable for the land and storage space.
10. Monthly payments to Century Link for IT services required for operators.
11. Includes miscellaneous office expenditures.
12. Aspen has an insurance policy with Payne West Insurance (the "Policy"). Monthly payments of \$18,105 are due pursuant to the Policy.
13. Includes professional fees to be paid to Aspen's legal counsel, to the proposal Trustee and to the proposal Trustee's legal counsel.
14. Includes cash held in financial institutions.
15. Includes pre-filing amounts for critical suppliers subject to Court approval of those payments.
16. Aspen Air Corporation and Aspen Air U.S. Corp. are operated on a consolidated basis with funds being transferred between the respective bank accounts as needed.

EXHIBIT H

This is Exhibit "H" referred to
in the Affidavit of Onkar
Dhaliwal, sworn before me this
21st day of June, 2018

 RAEGAN GANZER

A Commissioner for Oaths in and for
the Province of Alberta

MY COMMISSION EXPIRES DECEMBER 31, 2018



ASPEN AIR CORPORATION AND ASPEN AIR U.S. CORP

Sale and Investor Solicitation Process

1. On June 6, 2018, Aspen Air Corporation and Aspen Air U.S. Corp. (the "**Aspen Companies**") filed Notices of Intention to Make a Proposal (the "**NOI(s)**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act, RSC 1985, c-B-3*. On June 26, 2018, the Court of Queen's Bench of Alberta granted an Order approving the administration of the NOI proceedings for the Aspen Companies on a consolidated basis (the "**June 26 Order**").
2. The June 26 Order also approved the Aspen Companies entering into a sale and investor solicitation process (the "**SISP**").
3. Set forth below are the procedures (**the "SISP Procedures"**) to be followed with respect to the SISP for the purpose of seeking one or more Successful Bid(s) (as defined below), and if there is/are any Successful Bid(s), to complete the transaction(s) contemplated by the Successful Bid(s).

Defined Terms

4. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Report of the Trustee dated [DATE]. In addition, in these **SISP Procedures**:

"**Advisor**" means Whitehorn Capital;

"**Aspen Companies**" means Aspen Air Corporation and Aspen Air U.S. Corp.;

"**ATB**" means Alberta Treasury Branches, Aspen Air Corporation's first secured creditor and its successors and assigns;

"**Business**" means the business being carried on by the **Aspen Companies**;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, on which banks are open for business in the City of Calgary;

"**Court**" means the Court of Queen's Bench of Alberta;

"**Investment**" means an offer for the restructuring, recapitalization or refinancing of the **Aspen Companies** by way of an investment of funds including a proposal to creditors;

"**Investment Proposal**" means an offer to invest in either or both of the **Aspen Companies**;

"**Non-Binding Indication(s) of Interest**" means non-binding indication(s) of interest from **Qualified Phase I Bidders** to acquire all or part of the **Property** or to invest in the **Aspen Companies**;

"**Offer**" means a credible, reasonably certain and financially viable offer for the acquisition of all or any part of the **Property** or for an **Investment**;

"**Phase I Bid Deadline**" means 5:00 p.m. (Mountain Time) on Friday, August 10, 2018 or such later date or time as the **Aspen Companies** may determine appropriate in consultation with the **Trustee** and **ATB**;

"**Phase II Bid Deadline**" means 5:00 p.m. (Mountain Time) on Friday, August 31, 2018 or such later date or time as the **Aspen Companies** may determine appropriate in consultation with the **Trustee** and **ATB**;

"Potential Bidder" means a party that in the view of the **Advisor** may be interested in submitting an Offer;

"Priority Charges" means the charges defined in the June 26 Order as the Administration Charge and the DIP Charge;

"Property" means the undertakings, property and assets of the **Aspen Companies** or any portion thereof;

"Qualified Bid(s)" means **Qualified Purchase Bids** and **Qualified Investment Bids**;

"Qualified Investment Bid" means an **Investment Proposal** submitted by a **Qualified Phase II Bidder**;

"Qualified Non-Binding Indication of Interest" means a **Non-Binding Indication of Interest** that is submitted by a **Qualified Phase I Bidder**, received on or before the **Phase I Bid Deadline**, and that contains all required information;

"Qualified Phase I Bidder" means a **Potential Bidder** that has satisfied all of the requirements set out in the **SISP** and that the **Aspen Companies** determine has a reasonable prospect of completing a transaction;

"Qualified Phase II Bidder" means a **Qualified Phase I Bidder** that has submitted a **Qualified Non-Binding Indication of Interest** and that is determined by the **Aspen Companies** to be likely to be able to complete a transaction;

"Qualified Purchase Bid(s)" means a **Sale Proposal** submitted by a **Qualified Phase I Bidder**;

"Sale" means the acquisition of all or any part of the **Property**;

"Sale Proposal" means an offer to acquire all or part of the **Property**;

"Successful Bid(s)" means the highest or otherwise best **Qualified Bid(s)** accepted by the **Aspen Companies**;

"Successful Bidder" means any **Qualified Bidder** who made a **Successful Bid**;

"Target Closing Date" means the date agreed upon between the **Successful Bidder** and the **Aspen Companies** to close the transaction contemplated in the **Successful Bid**; and

"Trustee" means Deloitte Restructuring Inc., in its capacity as the trustee under the Notice of Intention to Make a Proposal filed by the **Aspen Companies**.

SISP Procedures

5. The **SISP Procedures** set forth herein describe, among other things, the **Property** available for sale, the opportunity for an investment in the **Aspen Companies**, the debt and the equity interests of the **Aspen Companies** available for restructuring, the manner in which the **Potential Bidders** may gain access to or continue to have access to due diligence materials concerning the Property and the Business, the manner in which bidders and bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of bids received in the ultimate selection of any Successful Bidder(s) and the Court's approval thereof. The **Advisor** shall administer the **SISP Procedures** without prejudice to the rights and powers of the **Trustee** under the **SISP** and the **BIA**. In the event that there is a disagreement as to the interpretation or application of the **SISP Procedures**, the **Court** will have jurisdiction to hear and resolve such dispute.

Purchase or Investment Opportunity

6. A confidential information memorandum (the "**Confidential Information Memorandum**") describing: (i) the opportunity to acquire all or any part of the Property; or (ii) the opportunity to make an Investment, which will be made available by the **[Companies/Aspen Advisor]** to **Potential Bidders** that have executed a non-disclosure agreement, in a form satisfactory to the **Aspen Companies** and the **Trustee**.

"As is, Where is"

7. Any **Sale** or **Investment** will be on an "as is, where is", "without recourse" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the **Aspen Companies**, **[the Advisor]**, the **Trustee** or any of their agents, except to the extent set forth in a relevant agreement with one or more **Successful Bidder(s)**.

Free of Any and All Claims and Interests

8. Except to the extent otherwise set forth in the relevant sale agreement with one or more **Successful Bidder(s)**, in the event of a Sale, pursuant to an Approval and Vesting Order made by the **Court** upon the application of the **Aspen Companies** or the **Trustee**, all of the rights, title and interests of the **Aspen Companies** in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the "**Claims and Interests**"), such **Claims and Interests** to attach to the net proceeds of the sale of such portion of the **Property** (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof).

Publication of Notice and Teaser

9. As soon as reasonably practicable after **Court** approval of this **SISP**, and in any event within 7 **Business Days** following such **Court** approval, the **[Aspen Companies/the Advisor]** shall cause a notice of the **SISP**, as contemplated by these **SISP Procedures** and such other relevant information, which the **[Aspen Companies/the Advisor]** considers appropriate, to be published in the **[Globe & Mail]**. At the same time, the **Advisor** shall invite, pursuant to a teaser letter, including a summary description of the purchase or investment opportunity, bids from Potential Bidders.

Participation Requirements

10. Unless otherwise provided for herein, ordered by the **Court**, or agreed by the **Aspen Companies** and the **Trustee**, in order to participate in the **SISP** and be considered for qualification as a **Qualified Phase I Bidder**, a **Potential Bidder** must deliver to the **Advisor** at the address specified in Schedule "A" hereto (including by email or fax transmission), and prior to the distribution of any confidential information by the **Advisor** to such **Potential Bidder** (including the **Confidential Information Memorandum**):
 - a. an executed non-disclosure agreement in form and substance satisfactory to the **[Advisor and the] Aspen Companies** which shall inure to the benefit of any purchaser of any part of the **Property** or any investor;
 - b. a specific indication of the anticipated sources of capital for such **Potential Bidder** and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit support or enhancement that will allow the **Advisor** to make, in their reasonable business or professional judgment, a reasonable determination as to the **Potential Bidder's** financial and other capabilities to complete a sale or an investment
 - c. a letter setting forth the identity of the **Potential Bidder**, the contact information for such a **Potential Bidder** and their principals; and

- d. a written acknowledgement of receipt of a copy of the **Court** Order approving the **SISP** (including these **SISP Procedures**) and agreeing to accept and be bound by the provisions contained herein.
11. A **Potential Bidder** that has satisfied all of the requirements described in Section 10 above and who the **Advisor**, in consultation with the **Aspen Companies** and the **Trustee**, determines has a reasonable prospect of completing a transaction contemplated herein, will be deemed a **Qualified Phase I Bidder** and will be promptly notified of such classification by the **Advisor**. Notwithstanding these requirements, the **Advisor** may designate any **Potential Bidder** as a **Qualified Phase I Bidder**.

Due Diligence

12. The **Advisor** shall provide any person deemed to be a **Qualified Phase I Bidder** with a copy of the **Confidential Information Memorandum** and access to an electronic data room and the **Advisor** shall provide to **Qualified Phase I Bidders** further access to such due diligence material and information related to (i) the **Property** available for sale; and (ii) the debt and equity interests of the **Aspen Companies** as the **Advisor** deems appropriate, including, as appropriate, access to further information in the electronic data room.
13. None of the **Advisor**, the **Aspen Companies** or the **Trustee** makes any representation or warranty as to the information contained in the **Confidential Information Memorandum** or the information to be provided through the due diligence process, or otherwise, except to the extent otherwise contemplated under any definitive sale or investment agreement with a **Successful Bidder** executed and delivered by the **Aspen Companies**.

Phase I

Seeking Non-Binding Indications of Interest from Qualified Phase I Bidders

14. From the date of the **Court** approval of the **SISP** until the **Phase I Bid Deadline**, the **Advisor** will seek to identify and qualify **Qualified Phase I Bidders**, and will solicit **Non-Binding Indications of Interest** from **Qualified Phase I Bidders** to acquire all or part of the **Property** or to invest in the **Aspen Companies**.
15. In order to continue to participate in the **SISP**, a **Qualified Phase I Bidder** must deliver a **Non-Binding Indication of Interest** to the **Advisor** at the address specified in Schedule "A" hereto (including by email or fax transmission) so as to be received by the **Phase I Bid Deadline** or such later date or time as the **Advisor** may determine appropriate in consultation with the **Aspen Companies**, **ATB** and the **Trustee**.

Non-Binding Indications of Interest by Qualified Phase I Bidders

16. Unless otherwise ordered by the **Court** or agreed by the **Aspen Companies** and the **Trustee** in consultation with **ATB**, a **Non-Binding Indication of Interest** will be considered a **Qualified Non-Binding Indication of Interest** only if it is submitted by a **Qualified Phase I Bidder**, received on or before the **Phase I Bid Deadline**, and contains the following information:
 - a. an indication of whether the **Qualified Phase I Bidder** is making a **Sale Proposal** or an **Investment Proposal**;
 - b. in the case of a **Sale Proposal**, it shall identify:
 - i. the purchase price (including liabilities to be assumed by the **Qualified Phase I Bidder**);
 - ii. the assets included, any of the assets expected to be excluded, and/or any additional assets desired to be included in the transaction;
 - iii. the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain the

financing and complete the proposed transaction and any related contingencies, as applicable);

- iv. an acknowledgment that the contemplated sale will be made on an "as is, where is", "without recourse" basis;
 - v. any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - vi. a timeline to closing with critical milestones and a statement with respect to the **Qualified Phase I Bidder's** ability to complete the contemplated transaction by the **Target Closing Date**;
 - vii. a detailed description of any additional due diligence required or desired to be conducted prior to the **Phase II Bid Deadline**;
 - viii. contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated transaction;
 - ix. a specific indication of sources of capital for the **Qualified Phase I Bidder** and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement, including contact information for capital/financing sources, that will allow the **Aspen Companies** to make a reasonable business judgement as to the **Qualified Phase I Bidder's** financial or other capabilities to complete the contemplated transaction;
- c. in the case of an **Investment Proposal**, it shall identify:
- i. the aggregate amount of the equity and debt investment (including, the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and complete the proposed transaction and any related contingencies, as applicable) to be made in the **Aspen Companies**;
 - ii. the underlying assumptions regarding the capital structure (including the anticipated debt levels, debt service fees, interest and amortization);
 - iii. the consideration to be allocated to the stakeholders including claims of any secured or unsecured creditors of the **Aspen Companies**;
 - iv. the structure and financing of the transaction including all requisite financial assurance including a specific indication of sources of capital for the **Qualified Phase I Bidder** and the preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit quality support or enhancement, including contact information for the capital/financial sources, that will allow the **Aspen Companies** to make a reasonable business judgement as to the **Qualified Phase I Bidder's** financial or other capabilities to complete the contemplated transaction;
 - v. any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - vi. the proposed corporate governance structure of the entity or entities owning/operating the business, following implementation of the **Investment**;
 - vii. contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated transaction;
 - viii. additional due diligence required or desired to be conducted prior to the **Phase II Bid Deadline**, if any;
 - ix. a timeline to closing the critical milestone and a statement with respect to the **Qualified Phase I Bidder's** ability to complete the contemplated transaction by the **Target Closing Date**;

- x. to the extent not addressed elsewhere, the proposed treatment of stakeholders, including lenders, trade creditors, debenture holders and shareholders;
 - xi. any conditions to closing that the **Qualified Phase I Bidder** may wish to impose;
 - xii. any other terms or conditions of the **Investment Proposal** which the **Qualified Phase I Bidder** believes are material; and
- d. such other information reasonably requested by the **Aspen Companies** and the **Trustee**.
17. The **Aspen Companies**, subject to the approval of the **Trustee** and in consultation with ATB, may waive compliance with any one or more of the requirements specified herein and deem any non-compliant **Non-Binding Indication of Interest** to be a **Qualified Non-Bidding Indication of Interest**.
18. For the purposes of the **SISP** and **SISP Procedures**, no party (including individuals, companies, partnerships or other corporate entities) shall be entitled to any consultation with the **Aspen Companies** or **Qualified Phase I Bidders**, or any other information in connection with the **SISP** and the **SISP Procedures**, except such consultations and information which are generally available to the public or other **Qualified Phase I Bidders** or as expressly provided herein.

Assessment of Qualified Non-Binding Indications of Interest

19. The **Aspen Companies** will assess any **Qualified Non-Binding Indications of Interest** received as promptly as practicable after the **Phase I Bid Deadline**.
20. In the event that no **Qualified Non-Binding Indications of Interest** are submitted to the **Aspen Companies** as contemplated herein, this **SISP** shall be deemed to be immediately terminated and the Trustee shall report to the Aspen Companies' creditors and/ or the Court as required.
21. If the **Aspen Companies**, in consultation with the **Trustee** and ATB, determine that (i) one or more **Qualified Non-Binding Indications of Interest** were received, and (ii) proceeding with these **SISP Procedures** is in the best interests of the **Aspen Companies** and its stakeholders, these **SISP Procedures** will continue and each **Qualified Phase I Bidder** who has submitted a **Qualified Non-Binding Indication of Interest** that is determined by the **Aspen Companies** likely to be able to complete a **Transaction**, shall be deemed to be, and notified by the **Advisor** that it is, a "**Qualified Phase II Bidder**".

Phase II

Seeking Qualified Bids by Qualified Phase II Bidders

22. In order to continue to participate in the **SISP**, a **Qualified Phase I Bidder** must deliver a **Qualified Purchase Bid** or a **Qualified Investment Bid** to the **Advisor** and such bids must be received by the **Advisor** no later than 5:00pm (Mountain Time) on Friday, August 31, 2018 or such later date or time as the **Aspen Companies** may determine appropriate in consultation with ATB and the Trustee (the "**Phase II Bid Deadline**").

Qualified Purchase Bids

23. A **Sale Proposal** submitted by a **Qualified Phase I Bidder** will be considered a **Qualified Purchase Bid** only if the **Sale Proposal** complies with all of the following:
- a. it includes a letter stating that the **Sale Proposal** is irrevocable until the earlier of (i) the closing of a transaction with a **Successful Bidder**, and (ii) 45 **Business Days** following the **Phase II Bid Deadline**; provided, however, that if such **Sale Proposal** is selected as a **Successful Bid**, it shall remain irrevocable until the closing of the **Successful Bid** or **Successful Bids**, as the case may be;
 - b. it includes a duly authorized and executed purchase and sale agreement specifying the purchase price, expressed in Canadian or U.S. dollars (the "**Purchase Price**"), and such ancillary agreements as may be required by the **Qualified Phase II Bidder** with all exhibits and schedules thereto (or term sheets that describes the material terms and

- provisions of such ancillary agreement) and such ancillary agreements and the proposed Orders to approve the sale by the **Court**;
- c. it does not include any request or entitlement to any break-fee, expense reimbursement or similar type payment;
 - d. it includes evidence sufficient to allow the **Aspen Companies** to make a reasonable determination as to the **Successful Bidder's** (and its direct and indirect owners' and their principals') financial and other capabilities to complete the transaction contemplated by the **Sale Proposal**, which evidence could include but is not limited to evidence of a firm, irrevocable commitment for all required funding and/or financing from a credit-worthy bank or financial institution;
 - e. it is not conditioned on (i) the outcome of unperformed due diligence by the **Qualified Phase II Bidder** and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the **Qualified Phase II Bidder** has an opportunity to conduct any and all required due diligence prior to making its **Sale Proposal**;
 - f. it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the **Sale Proposal**, including the identification of the **Qualified Phase II Bidder's** direct and indirect owners and their principals, and the completed terms of any such participation;
 - g. it includes an acknowledgement and representation that the **Qualified Phase II Bidder**: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its **Sale Proposal**; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the **Advisor**, the **Aspen Companies**, or any of its advisors, or the **Trustee** except as expressly stated in the purchase and sale agreement submitted by it; (iii) is a sophisticated party capable of making its own assessments in respect of making its **Sale Proposal**; and (iv) has had the benefit of independent legal advice in connection with its **Sale Proposal**;
 - h. it includes evidence, in form and substance reasonably satisfactory to the **Aspen Companies** of authorization and approval from the **Qualified Phase II Bidder's** board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the **Sale Proposal**;
 - i. it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer to (to a trust account specified by the **Aspen Companies' legal counsel**), or such other form acceptable to the **Aspen Companies**, payable to the order of McMillan LLP, in trust, in an amount not less than 10% of the proposed gross purchase price, to be held and dealt with in accordance with these **SISP Procedures**;
 - j. it provides for closing of a **Qualified Purchase Bid** by no later than the **Target Closing Date**;
 - k. if the **Qualified Phase II Bidder** is an entity newly formed for the purpose of the transaction, the bid shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to the **Aspen Companies**, that names the **Aspen Companies** as a third party beneficiary or any such commitment letter with recourse against such parent entity or sponsor;
 - l. it includes evidence, in a form and substance reasonably satisfactory to the **Aspen Companies**, of compliance or anticipated compliance with any and all applicable Canadian and any foreign regulatory approvals, the anticipated time frame for such compliance and any anticipated impediments to obtaining such approvals;
 - m. it provides for the retirement of the **Priority Charges**;

- n. it contains other information reasonably requested by the **Aspen Companies** and the **Trustee**; and
- o. it is received by no later than the **Phase II Bid Deadline**.

Qualified Investment Bids

24. An **Investment Proposal** submitted by a **Qualified Phase II Bidder** will be considered a **Qualified Investment Bid** only if the **Investment Proposal** complies with all of the following:
- a. it includes a letter stating that the **Investment Proposal** is irrevocable until the earlier of (i) the closing of a transaction with a **Successful Bidder** (as defined below) and (ii) 45 **Business Days** following the **Phase II Bid Deadline**; provided, however that if such **Investment Proposal** is selected as a **Successful Bid**, it shall remain irrevocable until the closing of the **Successful Bid** or **Successful Bids**, as the case may be;
 - b. it includes duly authorized and executed binding definitive documentation setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and/or debt investment and details regarding the proposed equity and/or debt structure of the **Aspen Companies**, if applicable following completion of the proposed transaction (a "**Definitive Investment Agreement**");
 - c. it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment;
 - d. it includes evidence sufficient to allow the **Aspen Companies** to make a reasonable determination as to the **Successful Bidders'** (and its indirect owners' and their principals') financial and other capabilities to complete the transaction contemplated by the **Qualified Investment Bid**, which evidence could include but is not limited to evidence of a firm, irrevocable commitment for all required funding and/or financing from a credit-worthy bank or financial institution;
 - e. it is not conditioned on (i) the outcome of unperformed due diligence by the **Qualified Phase II Bidder** and/or (ii) obtaining any financial capital and includes an acknowledgement and representation that the **Qualified Phase II Bidder** has had an opportunity to conduct any and all required due diligence prior to making its **Investment Proposal**;
 - f. it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the **Investment Proposal**, including the identification of the **Qualified Phase II Bidder's** direct and indirect owners and their principals, and the completed terms of any such participation;
 - g. it includes an acknowledgement and representation that the **Qualified Phase II Bidder**: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its **Investment Proposal**; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guarantees, whatsoever, whether expressed or implied (by operation of law or otherwise), regarding the business of the **Aspen Companies**, or the completeness of any information provided in connection therewith, including by the **Advisor**, the **Aspen Companies** or any of its advisors or the **Trustee**, except as expressly stated in the **Definitive Investment Agreement**; (iii) is a sophisticated party capable of making its own assessments in respect of making its **Investment Proposal**; and (iv) has had the benefit of independent legal advice in connection with its **Investment Proposal**;
 - h. it includes evidence in form and substance reasonably satisfactory to the **Aspen Companies**, of authorization and approval from the **Qualified Phase II Bidder's** board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the **Investment Proposal**;
 - i. it is accompanied by a refundable deposit in the form of a wire transfer (to a trust account specified by the **Aspen Companies'** legal counsel), or such other form acceptable to the **Aspen Companies**, payable to the order of McMillan LLP in trust, in an amount not less

than 10% of the total proposed investment, to be held and dealt with in accordance with these **SISP Procedures**;

- j. it provides for closing a **Qualified Investment Bid** by no later the **Target Closing Date**;
- k. if the **Qualified Phase II Bidder** is an entity newly formed for the purpose of the transaction, the **Investment Proposal** shall contain an equity or debt commitment letter from the parent entity of sponsor, satisfactory to the **Aspen Companies**, that names the **Aspen Companies** as a third party beneficiary of any such commitment letter with recourse against such parent entity or sponsor;
- l. it includes evidence, in a form and substance reasonably satisfactory to the **Aspen Companies**, of compliance with any and all applicable Canadian and foreign regulatory approvals, the anticipated time frame for such compliance and any anticipated impediment for obtaining such approvals;
- m. it provides for the retirement of the **Priority Charges**;
- n. it contains other information reasonably requested by the **Aspen Companies** and the **Trustee**; and
- o. it is received by no later than the **Phase II Bid Deadline**.

Qualified Bids

- 25. Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as **Qualified Bids** and each a **Qualified Bid** and each bidder who has submitted a Qualified Bid shall hereinafter be referred to as a **Qualified Bidder**.
- 26. Notwithstanding Sections 23 and 24 hereof, the **Aspen Companies** in consultation with ATB, subject to the approval of the **Trustee**, may waive compliance with any one or more of the **Qualified Bid** requirements specified herein, and deem such non-compliant bids to be **Qualified Purchase Bids** or **Qualified Investment Bids**, as the case may be.

Assessment of Qualified Bids

- 29. The **Aspen Companies**, in consultation with the **Trustee** and ATB, will assess any **Qualified Bids** received, if any, and will determine whether it is likely that the transactions contemplated by such **Qualified Bids** are likely to be able to be completed and whether proceeding with these **SISP Procedures** is in the best interests of the **Aspen Companies** and its stakeholders. Such assessments will be made as promptly as practicable after the **Phase II Bid Deadline**.
- 30. In the event that the **Aspen Companies** determine, in consultation with the **Trustee** and ATB, that (a) no **Qualified Bid** was received or (b) at least one **Qualified Bid** was received but it is not likely that the transactions contemplated in any such **Qualified Bids** will be completed, this **SISP** shall be deemed to be immediately terminated and the **Trustee** shall report to the creditors and the Court, as required.

Selection of the Successful Bid or Successful Bids

- 31. Beginning Friday, August 31, 2018, the **Aspen Companies**, in consultation with the **Trustee** and ATB, shall select the **Successful Bid(s)** by reviewing each **Qualified Bid**.
- 32. The **Aspen Companies** may select **Qualified Bids** for further negotiation and/or clarification of any term or conditions or such **Qualified Bids**, including the amounts offered, before identifying the highest or otherwise best **Qualified Bid(s)** received, as the case may be.
- 33. Upon completion of any further negotiations or clarifications that may be conducted pursuant to Section 32 above, the **Aspen Companies** will identify the **Successful Bid(s)**. Any **Qualified Bidder** who made a **Successful Bid** is a **Successful Bidder**. The **Aspen Companies** will notify any **Successful Bidder** it is a **Successful Bidder**.
- 34. The **Aspen Companies** will finalize definitive agreement(s) in respect of any **Successful Bidder**, condition upon approval of the **Court**, by the **Target Closing Date** or such later date or time as the **Aspen Companies** may determine appropriate in consultation with the **Trustee**.

Approval Hearing

35. The **Aspen Companies** shall apply to the **Court** (the "**Approval Hearing**") for: (i) an order approving the **Successful Bid(s)** and authorizing the **Aspen Companies** to enter into any and all necessary agreements with respect to a **Successful Bidder**; and (ii) any order that may be required vesting title to **Property** in the name of a **Successful Bidder**.
36. The **Approval Hearing** will be held on a date to be scheduled by the **Court** upon application by the **Aspen Companies**. The **Approval Hearing** may be adjourned or rescheduled by the **Aspen Companies** without further notice by an announcement of the adjourned date at the **Approval Hearing** and emailing same to the service list in these proceedings.
37. All **Qualified Bids** (other than any **Successful Bid(s)**) shall be deemed rejected on and as of the date of closing of the **Successful Bid** or **Successful Bids**, as the case may be.

Deposits

38. All **Deposits** shall be retained by legal counsel of the **Aspen Companies** in a non-interest bearing trust account. If there is a **Successful Bid**, the **Deposit** (plus accrued interest) paid by the **Successful Bidder** whose bid is approved at the **Approval Hearing** shall be applied to the purchase price to be paid by the **Successful Bidder** upon closing of the approved transaction and will be non-refundable. The **Deposits** (plus accrued interest) of **Qualified Bidders** not selected as a **Successful Bidder** shall be returned to such bidders within five (5) **Business Days** after the date on which **Qualified Bids** are deemed rejected in accordance with Section 37. If there is no **Successful Bid**, all **Deposits** shall be returned to the bidders within five (5) **Business Days** of the date upon which the **SISP** is terminated in accordance with these procedures.

Approvals

39. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the applicable law in order to implement a **Successful Bid**.

Further Orders

40. At any time during the **SISP**, the **Aspen Companies** or the **Trustee** may apply to the **Court** for advice and directions with respect to the discharge of its powers and duties hereunder.