SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-11-062600-230

September 1, 2023

PRESIDING: THE HONOURABLE DAVID R. COLLIER J.S.C.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

GROUPE AIRMÉDIC INC.

-and-

DATE:

12378744 CANADA INC.

-and-

9386149 CANADA INC.

-and-

CAPITAL AVIATION INC.

-and-

AIRMÉDIC INTERH INC.

-and-

AIRMÉDIC MÉDICAL INC.

-and-

AIRMÉDIC INC.

Debtors

-and-

THE LAURENTIAN BANK OF CANADA
-and-
FIERA PRIVATE DEBT FUND VI LP
Applicants
-and-
THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION DIVISIONS OF SEPT-ÎLES, CHAMBLY AND CHICOUTIMI
-and-
THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS (Québec)
-and-
THE REGISTRAR OF THE INTERNATIONAL REGISTRY OF MOBILE ASSETS
-and-
THE REGISTRAR OF TRADEMARKS UNDER THE TRADEMARKS ACT (CANADA)
-and-
THE REGISTRAR OF COPYRIGHTS UNDER THE COPYRIGHT ACT (CANADA)
-and-
TRANSPORT CANADA – CIVIL AVIATION
Impleaded Parties
-and-
DELOITTE RESTRUCTURING INC.
Monitor
APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Demande pour approuver une transaction et une distribution* dated August 16, 2023 (the "**Application**"), the affidavit and the exhibits in support thereof, as well as the Third Report of the Monitor dated August 24, 2023 (with appendixes amended as of August 30, 2023);
- [2] **SEEING** the service of the Application;
- [3] **SEEING** the submissions of the Monitor's attorneys and those of the other parties' present at the hearing on the Application;
- [4] **SEEING** the initial order dated July 13, 2023 (as amended and restated on July 21, 2023, the "**Initial Order**");
- [5] **SEEING** that it is appropriate to issue an order approving the transactions Pre-Closing Reorganization, (collectively, including the the "Transaction") contemplated by the agreement entitled Agreement of Purchase and Sale made August 15, 2023 (as amended by the Amendment to the Agreement of Purchase and Sale dated August 30, 2023, a copy of which was filed as Exhibit R-4A), and as may be further amended in accordance with its terms and the terms hereof, the "Purchase Agreement") by and among Groupe Airmédic Inc. (the "Share Seller"), Airmédic Inc., 12378744 Canada Inc. ("123 Canada"), 9386149 Canada Inc. ("938 Canada"), Capital Aviation Inc. ("Aviation"), Airmédic Interh Inc. ("Interh") and Airmédic Medical Inc. ("Medical" and collectively with 123 Canada, 938 Canada, Aviation, Interh and Medical, the "Asset Sellers"), as vendors, and Dessercom Inc. and 15245788 Canada Inc. (collectively, the "Buyer"), as purchasers, a copy of which was filed as Exhibit R-4 and Exhibit R-4A in support of the Application and is attached as SCHEDULE A to this Order and granting the relief specified herein in connection with the Transaction.

WHEREFORE, THE COURT:

- [6] GRANTS the Application; and
- [7] **ORDERS** that: (i) unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Purchase Agreement (including, as applicable, the Reorganization Step Plan); (ii) "**Debtors**" shall mean, collectively, the Share Seller, the Corporation and the Asset Sellers and from and after the Effective Date shall include 9498-0844 Québec inc.[("**ResidualCo1**") and 9498-0877 Québec inc. ("**ResidualCo2**") and (iii) "**Corporation**" shall mean Airmédic Inc, both before and after the amalgamation contemplated in the Pre-Closing Reorganization.

SERVICE

- [8] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
- [9] **PERMITS** service of this Order at any time and place and by any means whatsoever.

TRANSACTION APPROVAL

- [10] **ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Purchase Agreement by the Monitor, for and on behalf of the Debtors in accordance with the Initial Order, is hereby authorized and approved *nunc pro tunc*, with such minor alterations, changes, amendments, deletions or additions thereto as may be agreed to by the Monitor and the Buyer.
- [11] **ORDERS AND DECLARES** that, notwithstanding any provision hereof, the steps pertaining to the Closing of the Transaction (including the Pre-Closing Reorganization), including all those steps described as occurring on the Effective Date herein, shall be deemed to occur in the manner, order and sequence specified in the Pre-Closing Reorganization attached hereto as **SCHEDULE CB** with such minor alterations, changes, amendments, deletions or additions thereto as may be agreed to by the Monitor and the Buyer.

EXECUTION OF DOCUMENTATION

[12] **AUTHORIZES** the Buyer and the Monitor, for itself (in its capacity as Court-appointed monitor and not in its personal capacity) and for the account of each of the Debtors, as the case may be, in accordance with the Initial Order, to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto, including the Transaction.

AUTHORIZATION

[13] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor, to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

PRE-CLOSING REORGANIZATION APPROVAL

[14] **AUTHORIZES** the Monitor, for and on behalf of the Debtors in accordance with the Initial Order, to implement and complete the Pre-Closing Reorganization in the manner, order and sequence set forth therein with such minor alterations, changes, amendments, deletions or additions thereto as may be agreed to by the Monitor and the Buyer.

- [15] **ORDERS AND DECLARES** that the fact that the Purchased Shares may be subject to any Encumbrances (as defined below) shall in no way affect, hinder or impair the ability of the Monitor to complete any of the steps set forth in the Pre-Closing Reorganization or any part of the Transaction.
- [16] **AUTHORIZES** the Monitor in completing the transactions contemplated in the Pre-Closing Reorganization:
 - (a) to execute and deliver any documents and assurances governing or giving effect to the Pre-Closing Reorganization as the Monitor and the Buyer may deem to be reasonably necessary or advisable to conclude the Pre-Closing Reorganization, including the incorporation of AdvanceCo, ResidualCo1 and ResidualCo2 by the Monitor as provided for under the Pre-Closing Reorganization, as well as the execution of such deeds, contracts, registrations or documents, as may be contemplated in the Purchase Agreement and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
 - (b) to take such steps as are necessary or incidental to the implementation of the Pre-Closing Reorganization.
- [17] **ORDERS AND DECLARES** that the Monitor is hereby permitted, for and on behalf of the Debtors in accordance with the Initial Order, to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Pre-Closing Reorganization and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate, partnership or other law to effect the Pre-Closing Reorganization.
- [18] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor to proceed with the Pre-Closing Reorganization, that no director, shareholder, partner, member or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Pre-Closing Reorganization save for those contemplated in the Purchase Agreement and that the requirements provided for at subsection 185(2) of the *Canada Business Corporations Act* are deemed to be met for the purposes of the Pre-Closing Reorganization.
- [19] **ORDERS AND DECLARES** that all directors and officers of the Corporation shall be deemed to have resigned concurrently with the transfer of the Purchased Shares to the Share Buyer contemplated in the Pre-Closing Reorganization and **AUTHORIZES** the Monitor to file all required documents to reflect such resignations with Corporations Canada and the *Registre des entreprises* of Québec.
- [20] **ORDERS** the Quebec enterprise registrar and any other applicable administrator of a corporate, partnership or other registry in respect of any of the Debtors to accept

and receive any articles of amendment, amalgamation, continuance, reorganization, incorporation, winding-up and dissolution or such other documents or instruments as may be required and filed by the Monitor or the Buyer to permit or enable and effect the Pre-Closing Reorganization contemplated in the Purchase Agreement.

[21] **ORDERS** that, for the sole purpose of authorizing and closing the Transaction, AdvanceCo, upon its incorporation, and the entity resulting from the amalgamation between AdvanceCo and Airmédic Inc. ("**AmalCo**"), upon the amalgamation, shall be Debtors in these CCAA proceedings and all references in any Order of this Court in respect to this CCAA proceedings to "Debtors" shall refer to and include AdvanceCo and AmalCo.

VESTING IN RESIDUALCO1 AND RESIDUALCO2 AND RELATED RELIEF

- [22] **ORDERS AND DECLARES** that on the date of the issuance of a Monitor's certificate substantially in the form appended as **SCHEDULE C** hereto (the "**Certificate**", and the date of the issuance of such Certificate to the Buyer, the "**Effective Date**"):
 - (a) all right, title and interest of the Corporation in the Corporation Excluded Assets shall vest absolutely and exclusively in ResidualCo2 and all Encumbrances, that were attached to the Corporation Excluded Assets immediately prior to the transfer of the Corporation Excluded Assets to ResidualCo2 shall continue to attach to such Corporation Excluded Assets with the same nature and priority as they had immediately prior to the transfer of the Corporation Excluded Assets, provided that no right of withdrawal within the meaning of article 1784 of the Civil Code of Québec may be exercised as a result of, or further to, the vesting in ResidualCo2 of all right, title and interest of the Corporation in the Corporation Excluded Assets;
 - (b) all Corporation Excluded Contracts, including any contract, agreement or plan giving rise to any right in connection with any shares or units of the Corporation or any payment in lieu thereof (which, for greater certainty, includes any employee unit appreciation right plan) as well any agreement related thereto (other than any agreement under which amounts are payable to the Corporation), of the Corporation shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo2 and all Encumbrances that were attached to the Corporation Excluded Contracts immediately prior to the transfer of the Corporation Excluded Contracts to ResidualCo2 shall continue to attach to the Corporation Excluded Contracts with the same nature and priority as they had immediately prior to the transfer of the Corporation Excluded Contracts;
 - (c) all Corporation Excluded Liabilities shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo1 such that on the Effective Date the Corporation Excluded Liabilities shall be novated and become the exclusive obligations of ResidualCo1 (and not obligations of

the Corporation) and the Corporation and the Corporation Retained Assets shall be forever released and discharged from such Corporation Excluded Liabilities, and any Encumbrances and Claims relating to the Corporation Excluded Liabilities shall be forever released and discharged as against the Corporation and the Corporation Retained Assets;

- (d) the nature and priority of the Corporation Excluded Liabilities, including their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ResidualCo1;
- (e) the commencement, prosecution, continuation or assertion, whether directly, indirectly, derivatively or otherwise, by any Person of any Claim against the Corporation, the Corporation Retained Assets, the Buyer or any of its Affiliates in connection with any of the Corporation Excluded Assets, the Corporation Excluded Contracts and the Corporation Excluded Liabilities, whether before a court, administrative tribunal, arbitrator, other dispute resolver or otherwise, and whether such Claims exists today or arise in the future, shall be permanently restrained and enjoined;
- (f) any Person that, prior to the Effective Date, had a Claim against the Corporation or the Corporation Retained Assets in respect of any of the Corporation Excluded Liabilities shall no longer have such Claim against the Corporation or the Corporation Retained Assets, but will instead solely have an equivalent Claim against ResidualCo1 from and after the Effective Date in its place and stead, and, nothing in this Order limits, lessens or extinguishes such a Claim as against ResidualCo1; and
- (g) for the avoidance of doubt, the Corporation, the Buyer and their respective Affiliates shall not retain or assume, as applicable, and shall have no liability in respect of, any of the Corporation Excluded Assets, the Corporation Excluded Contracts and the Corporation Excluded Liabilities, or any Claim arising in connection with any of the foregoing.
- [23] **ORDERS** that all Corporation Retained Contracts to which the Corporation is a party on the Effective Date (collectively, the "**Retained Contracts**") shall remain in full force and effect, and that the Corporation shall remain entitled to all of its rights, benefits and entitlements under such Retained Contracts, and following the Effective Date, no Person who is a counterparty to any such Retained Contract (a "**Retained Contract Counterparty**") may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such Retained Contract and no automatic termination will have any validity or effect, by reason of:
 - (a) any circumstance that existed or event that occurred on or prior to the Effective Date that would have entitled such Retained Contract Counterparty to enforce those rights or remedies or caused an automatic termination to occur, including any monetary defaults or defaults or events

- of default arising as a result of the insolvency of any Debtor or the cessation of the Debtors' or their Affiliates normal course business operations;
- (b) the insolvency of any Debtor or the fact that the Debtors sought or obtained relief under the CCAA:
- (c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Purchase Agreement, the Transaction (including the Pre-Closing Reorganization), the provisions of this Order or any other Order of the Court in these proceedings; or
- (d) any change of control of the Debtors or their Affiliates arising from the implementation of the Transaction, or any anti-assignment or similar provision restricting assignment or requiring the consent of any Person to an assignment or a change of control (an "Anti-Assignment Provision") in a Retained Contract and, for greater certainty, the Transaction and its implementation shall be deemed not to constitute a change in ownership or change in control under any Retained Contract.
- [24] **ORDERS** that on the Effective Date, all Retained Contract Counterparties shall be deemed to have waived any and all defaults then existing or previously committed by the Debtors or caused by the Debtors, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any Retained Contract arising from the commencement or existence of these CCAA proceedings (including any deferral or interruption of payments and any incurrence of or creation of charges arising from or relating to any such proceedings), the insolvency of the Debtors or the entering into the Purchase Agreement or any other agreement or document in connection with the Transaction, and the completion of the Transaction, including as a result of any of matters or events listed in paragraph [23] hereof, and any and all notices of default or termination and demands for payment under or in connection with any Retained Contracts shall be deemed to have been rescinded and of no further force nor effect.
- [25] **ORDERS** that (a) nothing herein shall waive, compromise or discharge any obligation of the Corporation in respect of any Corporation Assumed Liabilities, (b) the designation of any Corporation Assumed Liability as such is without prejudice to the Buyer's and the Corporation's right to dispute the existence, validity or quantum of any such Corporation Assumed Liability, and (c) nothing in this Order or the Purchase Agreement shall affect or waive the Corporation's and the Buyer's rights and defences, both legal and equitable, with respect to any Corporation Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Corporation Assumed Liabilities.

VESTING OF PURCHASED ASSETS AND PURCHASED SHARES IN BUYER

[26] **ORDERS AND DECLARES** that on the Effective Date, all rights, title and interest of the Asset Sellers in and to the Purchased Assets and of the Share Seller in and to

the Purchased Shares, shall vest absolutely and exclusively in and with the Buyer, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations (including, inter alia, any obligations which any Debtor may have to any of its current or former employees or independent contractors, including for salaries, commissions, bonuses, vacation pay, overtime pay, severance, termination pay, notice of termination or payment in lieu of notice of termination, indemnity, taxes or any other similar or related obligations), interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts or deemed trusts (whether contractual, statutory, or otherwise), assignments, judgments, executions, notices of execution, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other preemptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, "Encumbrances"), including, without limiting the generality of the foregoing, all Encumbrances created by any Order of this Court in the within proceedings and all Encumbrances evidenced by registration, publication or filing pursuant to the Civil Code of Québec, any Personal Property Security Act of a province or territory of Canada or any other applicable legislation providing for a security interest in property, excluding however, the permitted encumbrances listed on SCHEDULE E hereto (the "Permitted Encumbrances").

- [27] **ORDERS** that on the Effective Date, all rights, title and interest of the Corporation in the Corporation Retained Assets shall remain vested absolutely and exclusively in and with the Corporation, free and clear of and from any and all Encumbrances, excluding however the Permitted Encumbrances.
- [28] **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, the Purchased Shares and the Corporation Retained Assets, other than the Permitted Encumbrances, be expunged and discharged as against such Purchased Assets, Purchased Shares and Corporation Retained Assets, in each case effective as of the Effective Date.

NET PROCEEDS

- [29] **ORDERS** that the cash proceeds from the sale of the Purchased Shares (including the Buyer Promissory Note Proceeds) and Purchased Assets (collectively, the "**Net Proceeds**") shall be remitted to the Monitor and shall be distributed in accordance with a further order of the Court.
- [30] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances:
 - (a) The portion of the Net Proceeds attributable to the sale of the Purchased Shares (including the Buyer Promissory Note Proceeds) shall stand in the place and stead of the Corporation Retained Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Buyer, all Encumbrances, except for the Permitted Encumbrances.

shall attach to the portion of the Net Proceeds attributable to the sale of the Purchased Shares (including the Buyer Promissory Note Proceeds) with the same priority as they had with respect to the Corporation Retained Property immediately prior to the sale, as if the Purchased Shares had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale; and

(b) The portion of the Net Proceeds attributable to the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price by the Buyer, all Encumbrances, except for the Permitted Encumbrances, shall attach to the portion of the Net Proceeds attributable to the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

CCAA AGREEMENTS

- [31] **ORDERS AND DECLARES** that on the Effective Date the rights and obligations of the Asset Sellers under the Assigned Contracts listed on **SCHEDULE F** hereto (collectively, the "**CCAA Agreements**") are, notwithstanding any Anti-Assignment Provision contained therein, assigned to the Buyer or any Affiliate thereof that may be specified in a notice from the Buyer to the applicable CCAA Agreement Counterparty (as defined below) on or following the Effective Date.
- [32] **ORDERS** that all monetary defaults, if any, of the applicable Asset Sellers in relation to the CCAA Agreements other than those arising by reason only of the insolvency of the Debtors, the commencement of these CCAA proceedings, or the failure to perform non-monetary obligations shall be remedied on or before the day that is 30 days following the Effective Date or such later date as may be agreed to by the Buyer and the counterparty to the CCAA Agreement (the "**CCAA Agreement Counterparty**"), or ordered by the Court, by payment to the CCAA Agreement Counterparty of the applicable amount, if any, set forth on **SCHEDULE F** under the heading "Cure Costs", or, where no such amount is specified, such amount as may be agreed to by the Buyer and the CCAA Agreement Counterparty or ordered by the Court.
- [33] **ORDERS** that following the assignment of any CCAA Agreements to Buyer or its Affiliate, as applicable, in accordance with paragraph [31] hereof, all such CCAA Agreements shall remain in full force and effect, and that the Buyer or its applicable Affiliate shall be entitled to all of the rights, benefits and entitlements of the applicable Asset Sellers under such CCAA Agreements, and following the Effective Date, no CCAA Agreement Counterparty may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such CCAA Agreement and no automatic termination will have any validity or effect, by reason of:

- (a) any circumstance that existed or event that occurred on or prior to the Effective Date that would have entitled such CCAA Agreement Counterparty to enforce those rights or remedies or caused an automatic termination to occur, including any monetary defaults or defaults or events of default arising as a result of the insolvency of any Debtor or the cessation of the Debtors' or their Affiliates normal course business operations;
- (b) the insolvency of any Debtor or the fact that the Debtors sought or obtained relief under the CCAA;
- (c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Purchase Agreement, the Transaction (including the Pre-Closing Reorganization), the provisions of this Order or any other Order of the Court in these proceedings; or
- (d) any change of control of the Debtors or their Affiliates arising from the implementation of the Transaction or any Anti-Assignment Provision in a CCAA Agreement and, for greater certainty, the Transaction and its implementation shall be deemed not to constitute a change in ownership or change in control under any CCAA Agreement.
- [34] **ORDERS** that on the Effective Date, all CCAA Agreement Counterparties shall be deemed to have waived any and all defaults then existing or previously committed by the Asset Sellers or caused by the Asset Sellers, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any CCAA Agreement arising from the commencement or existence of these CCAA proceedings (including any deferral or interruption of payments and any incurrence of or creation of charges arising from or relating to any such proceeding), the insolvency of the Debtors or the entering into the Purchase Agreement or any other agreement or document in connection with the Transaction, and the completion of the Transaction, including as a result of any of matters or events listed in paragraph [33] hereof, and any and all notices of default or termination and demands for payment under or in connection with any CCAA Agreements shall be deemed to have been rescinded and of no further force nor effect.
- [35] **ORDERS AND DIRECTS** the Asset Sellers to serve a copy of this Order on every CCAA Agreement Counterparty.
- [36] **ORDERS AND DIRECTS** that, from and after the date hereof until the date that is three (3) months after the Effective Date, the Buyer shall be entitled to notify the Asset Sellers from time to time, with a copy to the Monitor, that it seeks the Court-ordered assignment of additional Assigned Contracts and/or Excluded Contracts (a "**Proposed Additional CCAA Assignment**" and each agreement specified therein a "**Proposed Additional CCAA Agreement**").

- [37] **ORDERS** that the Monitor shall, within five days of receipt of a notice of a Proposed Additional CCAA Assignment, notify the Buyer and the Asset Sellers:
 - (a) if it approves of the proposed assignment of a Proposed Additional CCAA Agreement and, if the Monitor so approves, direct the Monitor to send one or more notices of the Proposed Additional CCAA Assignment, together with a copy of this Order, to the counterparty (or counterparties) to the Proposed Additional CCAA Agreement (a "Notice of Proposed Additional CCAA Assignment"); or
 - (b) if the Monitor does not approve of Proposed Additional CCAA Assignment, inform the Buyer in writing of its decision (a "Monitor's Notice").

[38] **DECLARES** that:

- (a) if a counterparty to a Proposed Additional CCAA Agreement notifies the Monitor in writing of its opposition to the Proposed Additional CCAA Assignment (an "Objection Notice") within 15 days of the sending of a Notice of Proposed Additional CCAA Assignment (the "Objection Deadline"); or
- (b) if the Monitor has issued a Monitor's Notice;

the Buyer shall be entitled to apply to this Court to seek the assignment of such Proposed Additional CCAA Agreement (it being understood that the Buyer shall also be at liberty to apply to this Court at any time to seek the assignment of a Proposed Additional CCAA Agreement).

[39] **ORDERS** that if a counterparty to a Proposed Additional CCAA Agreement has not delivered an Objection Notice to the Monitor by the applicable Objection Deadline, the Proposed Additional CCAA Agreement shall be deemed assigned to the Buyer.

CANCELLATION OF SECURITY REGISTRATIONS

- [40] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to:
 - (a) Reduce the scope of the registrations numbers listed in Schedule SCHEDULE H with respect to the Purchased Shares in order to allow the transfer of the Purchased Shares to the Buyer free and clear of those registrations;
 - (b) Reduce the scope of the registrations numbers listed in SCHEDULE H with respect to the Corporation Retained Assets such that the Corporation Retained Assets be free and clear of such registrations;
 - (c) Cancel and strike the registrations listed in **SCHEDULE I** with respect to the Corporation Retained Assets;

- (d) reduce the scope of the registration numbers listed in SCHEDULE J hereof in connection with the Purchased Assets listed in said SCHEDULE J in order to allow the transfer of the Purchased Assets to the Buyer free and clear of such registrations.
- [41] **AUTHORIZES** and **ORDERS** the transfer of the title in the immovable property identified in **SCHEDULE G** of this Order under the title "Liste des immeubles" to the Buyer.
- [42] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Sept-Iles, Chambly and Chicoutimi, upon presentation of the Certificate and a certified copy of this Order accompanied by the required application for registration and upon payment of the prescribed fees, to publish this Order and to cancel any and all Encumbrances against the immovable property identified in **SCHEDULE G** hereof under the title "Liste des immeubles" (other than Permitted Encumbrances), including the registrations published at the said Land Registry Offices and listed in **SCHEDULE G** hereof under the title "Charges à radier".
- [43] **ORDERS** the International Registry of Mobile Assets created pursuant to the provisions of the Convention on International Interests in Mobile Equipment, the Protocol to the Convention on International Interests in Mobile Equipment on Specific Matters to Aircraft Equipment, together with the Regulations and International Procedures issued by the Supervisory Authority for the International Registry, as ratified and implemented in Canada as an Contracting State by the *International Interests in Mobile Equipment Aircraft Act* (Canada) and as implemented in the Province of Quebec pursuant to the *Act to Implement the Convention on International Interests in Mobile Equipment and the Protocol to the Convention to International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (Quebec), upon presentation of the required form(s), if any, with a true copy of this Order and the Certificate, to cancel any and all Encumbrances registered against the Aircraft, Helicopters and the engines (collectively, the "Mobile Equipment") listed in SCHEDULE K hereof.*
- [44] **ORDERS** the Registrar of Trademarks under the *Trademarks Act (Canada)* and the Registrar of Copyrights under the *Copyright Act (Canada)*, upon presentation of a true copy of this Order and the Certificate, to cancel and strike any security interests recorded at the Canadian Intellectual Property Office in respect of the Debtors' trademarks and copyrights, including those security interests listed in **SCHEDULE L** hereof.
- [45] **ORDERS** Transport Canada Civil Aviation to cancel and revoke all irrevocable de-registration and export request authorizations existing as of the date of this Order granted by any of the Debtors, including the authorizations listed in **SCHEDULE M**;
- [46] **ORDERS** that, following the delivery of the Certificate to the Buyer, the Buyer and its counsel shall be authorized to take all steps as may be necessary to effect the discharge of any Encumbrances as against the Purchased Assets, the Corporation and the Purchased Shares in any applicable jurisdiction, except for any Permitted Encumbrances.

CERTAIN ADDITIONAL TRANSACTION MATTERS

[47] **ORDERS AND DECLARES** that on the Effective Date, the Buyer and any Affiliate thereof and the Corporation shall be released from any and all Encumbrances with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Asset Sellers and the Corporation, as the case may be, including without limiting the generality of the foregoing all Taxes that could be assessed against Buyer, its Affiliates or the Corporation pursuant to section 160 of the *Income Tax Act* (Canada), sections 14.4 to 14.6 of the *Tax Administration Act* (Québec) and section 325 of the *Excise Tax Act* (Canada), in connection with the Asset Sellers and the Corporation.

ORDERS and **DECLARES** that any distributions, transfers, sales, assignments, disbursements or payments made under this Order, including, for greater certainty, pursuant to the Transaction, shall not constitute a "distribution" by any Person for the purposes of section 14 of the Tax Administration Act (Québec), section 159 of the Income Tax Act (Canada), section 270 of the Excise Tax Act (Canada), section 46 of the Employment Insurance Act (Canada), or any other similar federal, provincial, territorial, or municipal Tax legislation (collectively, the "Tax Statutes"), and the Buyer, the Monitor and the Debtors in making any such distributions, transfers, assignments, disbursements or payments, as applicable, is merely a disbursing agent under this Order, including, for greater certainty, pursuant to the Transaction, and is not exercising any discretion in making such distributions, transfers, assignments, sales, disbursements or payments and no Person is "distributing" any assets or funds for the purpose of the Tax Statutes, and the Buyer, the Monitor and the Debtors and any other Person shall not incur any liability under the Tax Statutes in respect of distributions. transfers, assignments, sales, disbursements or payments made by it and the Buyer, the Monitor and the Debtors any other Person is hereby forever released, remised and discharged from any Claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of or as a result of distributions, transfers, assignments, sales, disbursements or payments made by it in accordance with this Order, including, for greater certainty, pursuant to the Transaction, and any Claims of this nature are hereby forever barred.

- [49] **ORDERS AND DECLARES** that on the Effective Date, any agreement, contract, plan, option, indenture, deed, subscription right, conversion rights, pre-emptive rights, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person and are convertible or exchangeable for any securities of the Corporation, or which require the issuance, sale or transfer by the Corporation of any shares or other securities of the Corporation and/or the share capital of the Corporation, or otherwise relating thereto, or any other document or instrument governing and/or having been created, granted in connection with the equity interests of the Corporation shall be deemed terminated and cancelled shall be terminated and cancelled.
- [50] **DECLARES** that on the Effective Date, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.
- [51] **ORDERS AND DIRECTS** the Monitor to serve on the Service List in the within CCAA proceedings, post on the Monitor's website and file with the Court a copy of the Certificate, as soon as possible after the issuance thereof.
- [52] **ORDERS** that the Monitor may rely on written notice from the Asset Sellers, the Corporation and the Buyer regarding the fulfillment of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Certificate.

ADMINISTRATIVE CASE MATTERS

- [53] **ORDERS** that on the Effective Date:
 - (a) ResidualCo1 and ResidualCo2 shall be debtor companies to which the CCAA applies;
 - (b) Each of ResidualCo1 and ResidualCo2 shall be added as a Debtor in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to a "Debtor" or "Debtors" shall, unless otherwise expressly stated, be deemed to include reference to ResidualCo1 and ResidualCo2, mutatis mutandis, and, for greater certainty, each of the CCAA Charges (as such term is defined in the Initial Order) shall constitute a charge on the property of ResidualCo1 and ResidualCo2; and
 - (c) The Corporation shall cease to be a Debtor in these CCAA proceedings, shall be deemed to be released from the purview of any Order of this Court granted in the within CCAA Proceedings (save and except for the present Order, the terms of which as it relates to the Corporation shall continue to apply in all respects), and the Monitor shall be discharged as Monitor of the Corporation.

[54] **ORDERS** that on and following the Effective Date, the Monitor shall be authorized to change the names of the Debtors to remove any use of "Airmédic", or any similar names, parts thereof or abbreviations used in their respective names.

PROTECTION OF PERSONAL INFORMATION

[55] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or any similar provision of any applicable legislation, the Debtors are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Debtors' records pertaining to their past and current employees. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

VALIDITY OF THE TRANSACTION

- [56] **ORDERS** that, notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any application or petition for a bankruptcy order, receiving order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") or any other applicable legislation and any order issued pursuant to any such application or petition;
 - (c) any assignment in bankruptcy made in respect of any of the Debtors; or
 - (d) the provisions of any applicable legislation;

the Purchase Agreement and the implementation of the Transaction, including the Pre-Closing Reorganization, the transfer and vesting of the Corporation Excluded Assets, Corporation Excluded Contracts and Corporation Excluded Liabilities of the Corporation to and in ResidualCo1 and ResidualCo2, and the vesting of the Purchased Assets of the Asset Sellers in the Buyer contemplated by this Order (i) shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Debtors or their property, (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable legislation, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct pursuant to any applicable legislation.

[57] **ORDERS** that the Purchase Agreement and the obligations of the Debtors thereunder may not be disclaimed, resilliated, repudiated, rejected or otherwise affected or impacted in these CCAA proceedings.

RELEASES

ORDERS that on the Effective Date (i) the present and former partners, shareholders, directors, officers, employees, legal counsel and advisors of the Debtors (including, for the avoidance of doubt, ResidualCo1 and ResidualCo2), (ii) the Monitor, (iii) the Buyer, (iv) the respective affiliates, shareholders, members, equity holders, trustees, directors, officers, managers, employees, partners, legal counsel, advisors and other representatives of the persons specified in (i), (ii) and (iii) (the persons specified in (i), (ii), (iii) and (iv) being, collectively, the "Released Parties") shall be forever irrevocably and unconditionally released and discharged from any and all present and future claims, losses, damages, judgments, executions, recoupments, debts, sums of money, expenses, costs, accounts, liens, taxes, penalties, interests, recoveries, and other obligations, liabilities and encumbrances of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute, contract or otherwise) based in whole or in part on any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact existing or taking place on or prior to the Effective Date or completed pursuant to the terms of this Order and/or in connection with the Transaction, in respect of or relating to, in whole or in part, directly or indirectly, any of the Debtors (including, for the avoidance of doubt, ResidualCo1 and ResidualCo2) or their assets, liabilities, business or affairs wherever or however conducted or governed, the administration and/or management of the Debtors, these CCAA proceedings, or the Transaction (collectively, the "Released Claims"), which Released Claims are hereby fully, finally, irrevocably, unconditionally and forever waived, discharged, released, cancelled and barred as against the Released Parties, and the commencement, prosecution, continuation or assertion, whether directly, indirectly, derivatively or otherwise, by any Person of any Released Claims against the Released Parties, whether before a court, administrative tribunal, arbitrator, other dispute resolver or otherwise, shall be permanently restrained and enjoined; provided, however, that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim against the present and former directors of the Debtors that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

- [59] **ORDERS** that on the Effective Date, in addition to its powers and obligations set out in the Initial Order, the Monitor shall be authorized and empowered, but not obligated, to file a voluntary assignment in bankruptcy on behalf of ResidualCo1 and ResidualCo2 and/or the Asset Sellers and to take any steps incidental thereto or seek and obtain a bankruptcy order against any of them, to the extent deemed necessary or appropriate, notwithstanding any stay of proceedings.
- [60] **ORDERS AND DECLARES** that no provision of this Order is intended to appoint the Monitor as an officer, director or employee of any of the Debtors, *de facto* or otherwise, or to create a fiduciary duty to any party, including any creditor or shareholder of the Debtors. Additionally, nothing in this Order shall constitute or be

deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the Debtors and any distribution made to the creditors of the Debtors will be deemed to have been made by the Debtors.

- [61] **DECLARES** that without limiting any other protection afforded to the Monitor under the CCAA, this Order or any other order of the Court, the Monitor shall incur no liability whatsoever as a result of acting in accordance with this Order, other than liability arising directly from the gross negligence or willful misconduct of the Monitor, and that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph. For greater certainty, the Monitor (and its representative Mr. Benoît Clouâtre) shall incur no liability as a result of the incorporation of AdvanceCo, ResidualCo1 and ResidualCo2 by the Monitor (and its representative Mr. Benoît Clouâtre) as provided for under the Pre-Closing Reorganization, including with respect to any action effecting such incorporation.
- [62] **DECLARES** that nothing contained herein shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the assets of the Debtors. The Monitor shall not, as a result of this Order, be deemed to be in possession of any assets of the Debtors within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.

GENERAL

- [63] **DECLARES** that the present Order does not prevent the Canada Revenue Agency and the Agence du revenu du Québec (the "**Tax Agencies**") to set off or compensate, if applicable:
 - (a) on one hand, any claim of any of the Tax Agencies against the Corporation, and, on the other hand, any claim of the Corporation against such Tax Agency, provided that the aforementioned claims shall both be pertaining for the period prior to the Filing Date; and
 - (b) b) on one hand, any claim of any of the Tax Agencies against the Corporation, and, on the other hand, any claim of the Corporation against such Tax Agency, provided that the aforementioned claims shall both be pertaining for the period between the Filing Date and the Closing Time;
- [64] **DECLARES** that nothing in this Order shall preclude Fiera Private Debt Fund VI LP ("**Fiera**) nor Echo Aviation Leasing Corporation Inc. from petitioning this Court to adjudicate between them any question in connection with any claim filed by Fiera in these CCAA Proceedings.
- [65] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

- [66] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order, including an order authorizing the dissolution, winding-up, consolidation, or conversion of one or more of the Debtors, and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Monitor and the Buyer as may be deemed necessary or appropriate to give effect to this Order.
- [67] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body (including Transport Canada) and any federal or state court, administrative body or similar entity or organization in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts tribunals, regulatory and administrative bodies (including Transport Canada) are hereby respectfully requested to provide such assistance to the Monitor and the Buyer as may be necessary or desirable to give effect to this Order or to assist the Monitor or the Buyer in carrying out the terms of this Order and the transfer of title of the Mobile Equipment to the Buyer as is contemplated in the Transactions.
- [68] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.

THE HONOURABLE DAVID R. COLLIER, J.S.C.

SCHEDULE A

PURCHASE AGREEMENT

(See attached)

SCHEDULE B

PRE-CLOSING REORGANIZATION

(See Schedule 2.1 attached to Amendment to the

Agreement of Purchase and Sale)

SCHEDULE C

DRAFT MONITOR'S CERTIFICATE

COUR SUPÉRIEURE / SUPERIOR COURT (CHAMBRE COMMERCIALE / COMMERCIAL DIVISION)

Canada Province de/of Québec District de/of Montréal No: 500-11-062600-230

DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES COMPAGNIES, RCS 1985, C C-36, TELLE QU'AMENDÉE / IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, C C-36, AS AMENDED:

GROUPE AIRMÉDIC INC. 12378744 CANADA INC. 9386149 CANADA INC. CAPITAL AVIATION INC. AIRMÉDIC INTERH INC. AIRMÉDIC MÉDICAL INC. AIRMÉDIC INC. Débitrices / Debtors -et/and-

THE LAURENTIAN BANK OF CANADA FIERA PRIVATE DEBT FUND VI LP

Requérantes / Petitioners -and/et-

DELOITTE RESTRUCTURING INC.

Contrôleur / Monitor

CERTIFICAT DU CONTRÔLEUR/CERTIFICATE OF THE MONITOR

PRÉAMBULE:

A. En vertu d'une ordonnance initiale de la Cour supérieure du Québec (Chambre commerciale) datée du 13 juillet 2023, les Débitrices ont débuté des procédures en

vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (Canada) et Deloitte Restructuring inc. Inc. / Restructuration Deloitte inc. a été nommée à titre de contrôleur des Débitrices dans le cadre de ces procédures.

- B. En vertu d'une ordonnance de la Cour datée du [•] août 2023 (l'« Ordonnance d'approbation et de dévolution »), la Cour a approuvé la convention d'achat datée du [•] août 2023 (la « Convention d'achat ») entre Groupe Airmédic inc., Airmédic inc., 12378744 Canada inc., 9386149 Canada inc., Capital Aviation inc., Airmédic Interh inc. et Airmédic Medical inc., d'une part, et Dessercom inc. et 15245788 Canada inc. (ciaprès collectivement, les "Acheteurs"), d'autre part.
- C. L'Ordonnance d'approbation et de dévolution prévoit la délivrance de ce Certificat du Contrôleur lorsque (a) la Convention d'achat aura été signée; (b) le Prix de vente (*Purchase price*, tel que ce terme est défini dans l'Ordonnance) aura été payé par les Acheteurs; et (c) toutes les conditions de clôture des transactions envisagées par la Convention d'achat auront été remplies par les parties ou celles-ci y auront renoncé

LE CONTRÔLEUR CERTIFIE ce qui suit:

La Convention d'achat a été signée;

1.

2. Le prix de vente (*Purchase Price*, tel que ce terme est défini dans la Convention d'achat), payable à la clôture des transactions envisagées par la Convention d'achat, a été reçu par le Contrôleur et les Acheteurs ont avisé le

Contrôleur que toutes les taxes applicables, le cas échéant, ont été payés: et

3. Les Acheteurs ont avisé le Contrôleur que toutes les conditions à la clôture des transactions envisagées par la Convention d'achat ont été satisfaites par les parties, ou elles y ont renoncé.

Ce Certificat a été émis par le 0	Contrôleur à [heure] le	_ [date].
	Restructuration Deloitte inc., en sa qualité des Débitrices, et non à son titre personne	
	Nom:	

Titre:

SCHEDULE D

LIST OF RETAINED CONTRACTS

- The Echo Lease;
- Canadian Equipment Finance Agreement dated May 12, 2020 with Zoll Medical Canada Inc. regarding 4 X-series monitors (Equipment) bearing number 249323 and 24937;
- Purchase Order no. 54-20191227 and Invoice no. 249323 seq. 1 to 60 dated May 8, 2020 issued by Zoll Medical Canada Inc. regarding a Zoll Defibrilator and accessories payable in 60 monthly instalments;
- *Contrat de bail* dated September 2020, with Dell Financial Services Canada Limited regarding a Poweredge and the "Airmédic" server;
- Equipment Lease Agreement no. 200-7588747-003 dated February 26, 2021 with Dell Financial Services Canada Limited regarding a FlightVector Server;
- Contract obtained from the *Appel d'offres 9001-21-NB12 Services d'évacuations* aéromédicales programmé pour les régions sociosanitaires de l'Abitibi-Témiscamingue, du *Nord-du-Québec et des terres cries de la Baie-James* with the Ministère des Transports du Québec dated March 25, 2022 and any subsequent contracts between the parties arising from this call for tenders;
- Contract obtained from the *Appel d'offres 9001-22-NB14 Service de transport aéromédical de patients dans les différentes régions du Québec* with the Ministère des Transports du Québec dated November 28, 2022 and any subsequent contracts between the parties arising from this call for tenders;
- Contract obtained from the *Appel d'offres 9001-19-NB41 Contrat de service de nature technique* with the Winistère des Transports du Québec and any subsequent contracts between the parties arising from this call for tenders;
- Contract obtained from the *Appel d'offres 9001-22-NB26 Contrat à execution sur demande à plusieurs prestataire* with the Ministère des Transports du Québec and any subsequent contracts between the parties arising from this call for tenders;
- Tender submitted by the Corporation on July 17, 2023 in respect of the *Appel d'offres 2023 Évacuation aéromédicales de patients* (CCSSSBJ-2023-16) with the Conseil Cri de la santé et des services sociaux de la Baie-James bearing number 1736590 (and all documents submitted by the Corporation in connection with said tender) and any contracts between the parties arising from this call for tenders;
- Contract obtained from the *Appel d'offres 19-127401 Contrat à execution sur demande pour des services de transport aériens des bénéficiaires* with the Centre regional de santé et services sociaux de la Baie-James and any subsequent contracts between the parties arising from this call for tenders;

- Contract obtained from the *Appel d'offres No.2018-07-03-SER-02 Transport aérien pour les évacuations d'urgence* with the Centre intégré de santé et des services sociaux de la Côte-Nord and any subsequent contracts between the parties arising from this call for tenders;
- Contract obtained from the *Appel au marché AM004514 Provincial Affrètement d'avions et d'hélicoptères sur demande pour evacuation médicale* with Hydro-Québec and any subsequent contracts between the parties arising from this call for tenders;
- Convention de services (Services professionnels) Service de transport médical (MedEvec) no. MR-2022-012MM dated September 6, 2022 between the Corporation and Glencore Canada Corporation;
- *Bon de commande* dated December 28, 2021 between the Corporation and Les Diamants Stornoway (Canada) Inc.;
- *Bon de commande* dated July 29, 2022 between the Corporation and Les Diamants Stornoway (Canada) Inc.;
- *Bon de commande* dated August 24, 2022 between the Corporation and Les Diamants Stornoway (Canada) Inc.;
- Software as a Service Agreement with Airops Software Limited dated September 11, 2022;
- Entente de service type with Hill+Knowlton Stratégies Ltée dated February 1, 2023;
- Solution de location de vendeurs au bénéfice d'Airmédic with Clientis Inc., dated December 8, 2022;
- Jazz Aviation and Air Medic Pilot Pathway Agreement with Jazz Aviation LP dated February 14, 2023;
- Maintenance Contract with Global Air Services (AMO-21-17) dated May 4, 2023;
- General Maintenance Contract with Handfield Aviation and 3039170 Canada Inc. dated November 14, 2019;
- Entente de services with Vidéotron Ltée, f.a.s.n Fibrenoire;
- Renouvellement du contrat de licence and soutien technique with ICO Technologies Inc. dated July 22, 2022;
- Master Services & Licensing Agreement with Q5 Systems Ltd. Dated January 31, 2019;
- Entente maître de service Internet Sans-Fil « Air Fibre » with Réseau Tel-Synergie Inc. dated August 21, 2020;
- Offre de service and contrat de service with GoSecure Inc. dated June 19, 2023;
- Contrat de service informatique with Services Logsys inc. dated May 1, 2023;
- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;

- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Police d'Assurance PrivéePlus Société fermée Assurance de la responsabilité civile des membres de la direction between Victor Canada and Airmédic Inc., Airmédic Interh Inc., Airmédic Médical Inc. bearing policy number PV-616039;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023;
- Contrat de services with 9183-5462 Québec inc. (Dr. Kosar Khwaja) dated November, 2020;
- Contrat de travail (Directrice, opérations médicales) with Crystelle Bourassa dated October 23, 2021;
- Contrat de service (gestionnaire des opérations avions et hélicoptères) with Starlink Aviation Inc. and Nicolas Charette dated April 29, 2023;
- Contrat de travail (Directrice, assurance qualité) with Lisa-Ann Connell dated November 12, 2021;
- Contrat de travail (Chef de l'exploitation) with Saverio (Sam) Cimone, undated;
- Contrat d'emploi (Responsable, Support informatique) with Francis Cuillerier dated June 10, 2014;
- Contrat de travail (Directrice des ressources humaines) with Ève Laniel dated March 8, 2021;
- Contrat de travail (Vice-président initiatives stratégiques et développement des affaires) with Louis-Philippe Loiselle-Fortier dated July 8, 2022;
- Contrat de travail (Chef de la direction financière/CFO) with Mykael Martel dated January 24, 2023;
- Purchase orders with the clients listed in the attached document.

SCHEDULE E

LIST OF PERMITTED ENCUMBRANCES

- 1. Encumbrances affecting a landlord's, lessor's, licensor's or sublandlord's, as applicable, interest in any applicable Real Property Leases, including for greater certainty any registered servitudes or rights of way by Hydro-Québec or Bell Canada to install any circuits, poles and necessary equipment.
- 2. Notices registered on title in respect of the Real Property Leases.
- 3. Reservations, limitations, provisos and conditions, if any, expressed in any original grants of land from the Crown and any statutory limitations, exceptions, reservations and qualifications.
- 4. Any rights of expropriation, access or use or any other similar rights conferred or reserved by Applicable Law.
- 5. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, other agreements, building and other restrictions, easements, servitudes, rights of way and licences.
- 6. Minor survey exceptions, minor encumbrances, easements or reservations of, or rights of other for, rights-of-way, sewers, electric lines, telephone lines and other similar purposes, or zoning or similar restriction as to the use of any applicable Real Property Leases.
- 7. Servitudes or rights-of-way for the passage, ingress and egress of Persons and vehicles over parts of the Real Property, provided such servitudes or rights-of-way (a) are registered on title to the Real Property and (b) do not materially interfere with or restrict the current use of the Real Property.
- 8. Any title defects, irregularities, encroachments, or other discrepancies in title or possession relating to the Real Property, provided that they do not materially interfere with or restrict the current use of the Real Property.
- 9. Any statutory liens, charges or other Encumbrances for assessments or governmental charges or incurred, created and granted in the ordinary course of business to a public utility or Governmental Authority in connection with operations conducted with respect to the Real Property, but only to the extent those liens relate to costs for which payment is not yet due and owing.
- 10. Inscription bearing number 19-1183457-0006 on the Register of personal and movable real rights (RDPRM) dated October 21, 2021 (Hitachi Forklift);
- 11. Inscription bearing number 19-1266763-0015 on the Register of personal and movable real rights (RDPRM) dated November 7, 2019 (John Deere Tractor);

- 12. Inscription bearing number 19-1266763-0028 on the Register of personal and movable real rights (RDPRM) dated November 7, 2019 (John Deere Tractor);
- 13. Inscription bearing number 20-0961962-0005 on the Register of personal and movable real rights (RDPRM) dated September 22, 2020 (John Deere Tractor);
- 14. Inscription bearing number 20-0961962-0008 on the Register of personal and movable real rights (RDPRM) dated September 22, 2020 (John Deere Tractor);
- 15. Inscription bearing number 21-0141113-0001 on the Register of personal and movable real rights (RDPRM) dated February 18, 2021 (Dodge Grand Caravan);
- 16. Inscription bearing number 21-0146472-0001 on the Register of personal and movable real rights (RDPRM) dated February 22, 2021 (Dodge Grand Caravan);
- 17. Inscription bearing number 21-0932798-0003 on the Register of personal and movable real rights (RDPRM) dated August 30, 2021 (2019 GMC);
- 18. Inscription bearing number 22-0613217-0032 on the Register of personal and movable real rights (RDPRM) dated June 6, 2022 (Dodge RAM 1500);
- 19. Inscription bearing number 22-1239548-0004 on the Register of personal and movable real rights (RDPRM) dated November 8, 2022 (Mitsubishi HC Equipment);
- 20. Inscription possibly bearing number 19-0793026-0001 regarding a *Centrale Mur Vidéo*, inscription made by Meridian Onecap LP following a transfer of the universality of rights, titles and interests from the previous lessor;
- 21. Inscription bearing number 21-0395078-0001 on the Register of personal and movable real rights (RDPRM) dated April 19, 2021 (Dell Server);
- 22. Inscription bearing number 20-0541600-0001 on the Register of personal and movable real rights (RDPRM) dated June 16, 2020 (Lifeport CLE Capital);
- 23. Inscription bearing number 21-0649879-0007 on the Register of personal and movable real rights (RDPRM) dated June 14, 2021 (CLE Ambulance);
- 24. Inscription bearing number 21-0649879-0008 on the Register of personal and movable real rights (RDPRM) dated June 14, 2021 (CLE Ambulance);
- 25. Inscription bearing number 16-1114174-0016 on the Register of personal and movable real rights (RDPRM) dated November 14, 2016 (Kubota);
- 26. Inscription bearing number 18-1269336-0001 on the Register of personal and movable real rights (RDPRM) dated November 16, 2018 (RCAP Helicarriers);
- 27. Inscription bearing number 19-0517190-0001 on the Register of personal and movable real rights (RDPRM) dated May 16, 2019 (RCAP Medical Equipment).

SCHEDULE F

LIST OF ASSIGNED CONTRACTS AND CURE COSTS PAYABLE

1. List of Assigned Contracts

12378744 Canada Inc.

- Contrat de solutions globales between 12378744 Canada Inc. and Telus dated November 29, 2021;
- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;
- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023;
- Letter of Intent between 12378744 Canada Inc. and CEGEP de Chicoutimi dated June 29, 2023 in connection with the sale of the building (hangar) built at the Saint-Honoré Airport;
- Lease between 12378744 Canada Inc. and Nancy Levesque dated July 1, 2022 for the premises located at the 8-D, rue des Galets, Lourdes-de-Blanc-Sablon, Québec, G0G 1W0:
- Lease between 12378744 Canada Inc. and Pilgrim Christopher dated October 1, 2022 for the premises located at the 8-B, rue des Galets, Lourdes-de-Blanc-Sablon, Québec, G0G 1W0.

Lease of the Airport of Blanc-Sablon entered into on December 4, 2017 between Her Majesty the Queen of Canada, as lessor and Trans-sol Aviation Service Inc., as lessee, the rights of the lease agreement were transferred to 12378744 Canada Inc. on May 19, 2021.

Lease of La Romaine Airport entered into on September 30, 2020 between The Government of Quebec [Ministère des transports du Québec], as lessor, and 12378744 Canada Inc., as lessee.

9386149 Canada Inc.

- Contrat de Location à Bail de l'équipement between Kubota Canada Ltd. and 9386149 Canada Inc. dated November 11, 2016 relating to a Kubota B1540HSD (serial # 55676) and certain accessories;
- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;
- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023;
- Lease between Trans-sol Aviation Service Inc. and PAL Airlines Ltd. dated June 2017 and assigned to 9386149 Canada inc. for the premises located at the 8876, chemin de l'Aéroport, Blanc-Sablon, Québec, G0G 1E0.
- Lease for the Saint-Hubert Airport entered into on May 1, 2016 between Dévelopement de l'Aéroport Saint-Hubert de Longueil, as lessor, and 9386149 Canada Inc., as lessee.
- Lease for the Chicoutimi/Saint-Honoré Airport entered into on April 23, 2020 between Le Gouvernement du Québec [Ministère des transports du Québec], as lessor, and 9386149 Canada Inc., as lessee.

Capital Aviation Inc.

- Trust Agreement between TVPX Aircraft Solutions Inc., as trustee and Capital Aviation Inc., as trustor, dated February 7, 2023 as amended on May 3, 2023 by the Supplement no.1 to the Trust Agreement;
- Aircraft Lease Agreement between TVPX Airraft Solutions Inc. and Integra Aviation LLC, dated March 7 2023, to which intervenes Capital Aviation Inc. as a trustor pertaining to the lease of an helicopter MBB-BK 117 C-2 bearing serial number 9805;
- Aircraft Lease Agreement between TVPX Aircraft Solutions Inc. and Integra Aviation LLC, dated May 3 2023, to which intervenes Capital Aviation Inc. as a trustor pertaining to the lease of an helicopter MBB-BK 117 C-2 bearing serial number 9734;
- *Contrat de credit-bail* no. 4247 between Hitachi Capital Canada Corp. and Capital Aviation Inc. pertaining to the lease of a 2014 Skyjack forklift model SJ-6832 RT;
- Contrat de bail avec option d'achat (no. 881649) dated October 30, 2019 between Le Groupe Agritex Inc. and Capital Aviation Inc. regarding a John Deere 3025E tractor John Deere 300E loader and accessories;
- Contrat de bail avec option d'achat (no. 950793) dated September 10, 2020 between Le Groupe Agritex Inc. and Capital Aviation Inc. regarding a John Deere 3025E Compact Utility Tractor MY20 and a John Deere 300E Loader and accessories;
- Contrat de vente à temperament between Capital Aviation Inc., Grenier Chrysler Dodge Jeep Inc. and The Bank of Nova Scotia regarding a 2019 Dodge Grand Caravan bearing VIN 2C4RDGBG1KR649443;
- Contrat de vente véhicule d'occasion dated January 25, 2021 between Grenier Chrysler Dodge Jeep Inc. and Capital Aviation Inc. regarding a 2019 Dodge Grand Caravan bearing VIN 2C4RDGBG1KR649443;
- Contrat de vente à temperament dated January 25, 2021 between Capital Aviation Inc., Grenier Chrysler Dodge Jeep Inc. and The Bank of Nova Scotia regarding a 2019 Dodge Grand Caravan bearing VIN 2C4RDGBG9KR638321;
- Contrat de vente véhicule d'occasion dated January 15, 2021 between Grenier Chrysler Dodge Jeep Inc. and Capital Aviation Inc. regarding a 2019 Dodge Grand Caravan bearing VIN 2C4RDGBG9KR638321;
- Contrat de vente à temperament dated August 19, 2021 between Capital Aviation Inc., Grenier Chrysler Dodge Jeep Inc. and The Bank of Nova Scotia regarding a 2019 GMC Terrain bearing VIN 3GKALTEXXKL116447;
- Contrat de vente véhicule d'occasion dated August 19, 2021 between Grenier Chrysler Dodge Jeep Inc. and Capital Aviation Inc. regarding a 2019 GMC Terrain bearing VIN 3GKALTEXXKL116447;

- Contrat de vente véhicule d'occasion dated March 31, 2022 between Grenier Chrysler Dodge Jeep Inc. and Capital Aviation Inc. regarding a 2018 Dodge RAM 1500 bearing VIN 1C6RR7FT6JS330195;
- Contrat de vente à temperament dated May 19, 2022 between Capital Aviation Inc., Grenier Chrysler Dodge Jeep Inc. and The Bank of Nova Scotia regarding a 2018 Dodge RAM 1500 bearing VIN 1C6RR7FT6JS330195;
- *Contrat de credit-bail* bearing number 51597 dated on or about November 7, 2022 between Capital Aviation Inc. and Mitsubishi HC Capital Canada Crédit-Bail, Inc. regarding 2 helicopter transportation platforms (equipment no. 7094);
- *Contrat no. 371079* between Crédit-Bail RCAP Inc. and Capital Aviation Inc. dated October 30, 2018 regarding 2 heli-carrier heavy duty and accessories (Helitowcart);
- *Contrat no. 430736-377188* between Crédit-Bail RCAP Inc. and Capital Aviation Inc. dated on or about April 23, 2019 regarding medical accessories;
- Contrat de location no. 613072 dated May 5, 2016 between L.S.M. Son & Lumières Inc. and Capital Aviation Inc. transferred to Meridian Onecap LP, regarding a Centrale Mur Vidéo;
- Annexe au Contrat-Cadre de Crédit-Bail no. 201000040826 dated October 9, 2018 between Banque Royale du Canada and Capital Aviation Inc. regarding Bomimed Ventilators;
- Contrat de prêt et d'hypothèque no. 700734 dated July 16, 2020 between CLE Capital Inc. and Capital Aviation Inc. regarding an aircraft stretcher and accessories;
- *Contrat de vente à temperament* between Capital Aviation Inc. and CLE Capital Inc. regarding a 2015 Ford ambulance bearing VIN 1FDWE3FS8FDA04087;
- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;
- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance

- Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022.

Airmédic Interh Inc.

- Offre de service contrat pour télévision et internet between Airmédic Interh Inc. and Vidéotron Affaires dated June 21, 2021;
- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;
- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023.
- Police d'Assurance PrivéePlus Société fermée Assurance de la responsabilité civile des membres de la direction between Victor Canada and Airmédic Inc., Airmédic Interh Inc., Airmédic Médical Inc. bearing policy number PV-616039;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022.

Airmédic Médical Inc.

- Cybersecurity policy between Groupe Airmédic inc. and its subsidiaries and CFC Underwriting Limited and Lloyd's Underwriters bearing policy number ESL0139555435 dated November 2, 2022;
- General liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SGL616686 dated May 16, 2023;
- Medical liability policy between Groupe Airmédic inc. and its subsidiaries and Aviva, Compagnie d'Assurance du Canada, Compagnie d'Assurance Temple, Compagnie d'Assurance Everest du Canada, Arch assurances Canada Ltée, Réassurance XL Amérique bearing policy number SRD616686 dated May 16, 2023;
- Aviation Liability insurance policy between Groupe Airmédic inc. and its subsidiaries and Global Aerospace Underwriting Managers (Canada) Ltd., XL Specialty Insurance Company, HDI Global Speciality SE et Canadian Aviation Insurance Managers, Limited bearing policy number 21301462-QC-23 dated June 18, 2023;
- Police d'Assurance PrivéePlus Société fermée Assurance de la responsabilité civile des membres de la direction between Victor Canada and Airmédic Inc., Airmédic Interh Inc., Airmédic Médical Inc. bearing policy number PV-616039;
- Assurance du matériel d'entrepreneur & Assurance des bâtiments et du matériel à usage professionnel et des marchandises insurance policy between 9386149 Canada Inc., 12378744 Canada Inc. and Capital Hélipro Inc. and La Souveraine Compagnie d'Assurance Générale bearing policy number SOV79156140 dated September 14, 2022

2. List of Cure Costs Payable

- Canadian Equipment Finance Agreement dated May 12, 2020 with Zoll Medical Canada Inc. regarding 4 X-series monitors (Equipment) bearing number 249323 and 24937 the amount of the Cure Costs related to this agreement is \$46,323;
- Contrat de services with 9183-5462 Québec inc. (Dr. Kosar Khwaja), the amount of the Cure Costs related to this agreement is \$183,549.

SCHEDULE G

LIST OF IMMOVABLE PROPERTIES TO TRANSFER, IMMOVABLE PROPERTY REGISTRATIONS TO DISCHARGE AT THE LAND REGISTRY OFFICE

LISTE DES IMMEUBLES

- Un immeuble connu et désigné comme étant le lot 1 895 177 du cadastre du Québec, dans la circonscription foncière de Chambly, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant les numéros civiques 1634, 1636 et 1638, rue Holmes à Longueuil-arrondissement Saint-Hubert (Québec) J4T 1R1.
- Un immeuble connu et désigné comme étant le lot 5 931 428 du cadastre du Québec, dans la circonscription foncière de Sept-Îles, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant le numéro civique 8, rue des Galets, Blanc-Sablon (Québec) G0G 1W0.
- Un immeuble connu et désigné comme étant le lot 5 596 920 du cadastre du Québec, dans la circonscription foncière de Sept-Îles, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant le numéro civique 131, chemin du Quai, Municipalité de la Côte-Nord-du-Golfe-du-Saint-Laurent (Québec).
- Un immeuble connu et désigné comme étant le lot 5 510 527 du cadastre du Québec, dans la circonscription foncière de Chicoutimi, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant le numéro civique 81, chemin Saint-Marc Ouest, Ville de Saint-Honoré (Québec) G0V 1L0.
- Propriété superficiaire constituée d'une partie du lot 6 307 634 du cadastre du Québec, dans la circonscription foncière de Chambly, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant le numéro civique 4980, route de l'Aéroport, Saint-Hubert (Québec) J3Y 8Y9.
- Propriété superficiaire constituée des parties des lots partie du lot 5 931 181 et partie du lot 6 291 228 du cadastre du Québec, dans la circonscription foncière de Sept-Îles, avec bâtisse dessus construite, circonstances et dépendances, cette propriété portant le numéro civique 8876 chemin de l'aéroport, Blanc-Sablon, QC G0G 1E0.

CHARGES À RADIER

Au registre foncier, pour la circonscription foncière de Sept-Île

Débitrice	Créancière	Numéro de lot	Nature de l'acte	Numéro d'inscription	Date d'inscription
12378744 Canada inc.	Gestion Gaston Paradis Inc.	5 596 920	Hypothèque	26 228 711	20 avril 2021
12378744 Canada inc.	Banque canadienne impériale de commerce	5 931 428	Hypothèque	27 280 747	31 mai 2022
12378744 Canada inc.	Q-12 Capital, S.E.C.	5 931 181	Hypothèque	26 868 974	3 décembre 2021

Au registre foncier, pour la circonscription foncière de Chicoutimi

Débitrice	Créancière	Numéro de lot	Nature de l'acte	Numéro d'inscription	Date d'inscription
12378744 Canada inc.	Banque canadienne impériale de commerce	5 510 527	Hypothèque	26 772 605	28 octobre 2021

Au registre foncier, pour la circonscription foncière de Chambly

Débitrice	Créancière	Numéro de lot	Nature de l'acte	Numéro d'inscription	Date d'inscription
12378744 Canada inc.	Banque canadienne impériale de commerce	1 895 177	Hypothèque	26 606 801	25 août 2021
12378744 Canada inc.	Banque canadienne impériale de commerce	1 895 177	Hypothèque	26 696 285	28 septembre 2021
9386149	Banque équitable	5 789 727	Hypothèque	22 541 251	12 août 2016

Canada inc.			et		
			Cession de rang hypothécaire		
9386149 Canada inc.	Potenza Capital Corporation inc.	6 154 998	Hypothèque	23 577 196	21 décembre 2017
Groupe Airmédic inc. Capital Aviation inc. et autres	Fiera Private Debt Fund VI LP	6 154 998	Hypothèque sur une universalité de biens immeubles	24 965 155	16 octobre 2019
9386149 Canada inc.	Potenza Capital Corporation inc.	6 307 634	Hypothèque	27 073 784	10 mars 2022

SCHEDULE H

LIST OF REGISTRATIONS TO REDUCE ON THE RPMRR WITH RESPECT TO THE PURCHASED SHARES AND THE CORPORATION RETAINED ASSETS

Constituant	Créancier	Numéro d'inscription	Date d'inscription	Portée
Groupe Airmédic Inc.	Fiera Private Debt Fund VI LP	19-1168170- 0001	16 oct. 2019	L'universalité des biens meubles et immeubles.
Capital Aviation Inc.				
Airmédic Inc.				
Airmédic Interh Inc.				
Airmédic Médical Inc.				
9386149 Canada Inc.				
Groupe Airmédic Inc.	Banque Laurentienne du	22-0030865- 0001	13 janv. 2022	L'universalité des stocks et inventaires et créances.
Airmédic Inc.	Canada			
Airmédic Interh Inc.				
Airmédic Médical Inc.				
12378744 Canada Inc.				
9386149 Canada Inc.				
Groupe Airmédic Inc.	Banque Laurentienne du	23-0620398- 0001	29 mai 2023	L'universalité des biens meubles.
Airmedic Group Inc.	Canada			
Airmédic Inc.				
Airmédic Interh Inc.				
Airmédic Médical Inc.				
9386149 Canada Inc.				
Capital Aviation				

Inc.				
Groupe Airmédic Inc. (constituant) Airmédic Inc. (société)	9263-8766 Québec Inc. Gestion OFB Inc. Les Placements Ashton Leblond Inc.	23-0727900- 0002 / Hyp. conv. avec dépossession	20 juin 2023 / 20 juin 2024	 - 100 actions de catégorie « E » détenues dans le capitalsocial de Airmédic Inc. représentées par le certificat d'actions E-2; - 100 actions de catégorie « F » détenues dans le capitalsocial de Airmédic Inc. représentées par le certificat d'actions F-1; - 100 000 actions de catégorie « H » détenues dans le capital-social de Airmédic Inc. représentées par le certificat d'actions H-1; ainsi que toutes actions pouvant leur être substituées.

SCHEDULE I

REGISTRATIONS TO CANCEL AND STRIKE ON THE RPMRR WITH RESPECT TO THE CORPORATION RETAINED ASSETS

Constituant	Titulaire	No d'enregistrement et nature de l'acte	Date d'inscription	Portée
Airmédic Inc.	Société de Placements Huot Inc.	13-0943853-0001 / Hyp. conv. sans dépossession	23 oct. 2013 / 22 oct. 2023	L'universalité des biens meubles et immeubles.
Airmédic Inc.	9263-8766 Québec Inc. Gestion OFB Inc. Les Placements Ashton Leblond Inc.	23-0727900-0001 / Hyp. conv. sans dépossession	20 juin 2023 / 20 juin 2024	L'universalité des biens meubles
Airmédic Inc.	Capital Aviation Inc.	20-1205155-0002 / Droits résultant d'un bail	18 nov. 2020 / 18 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus aircraft model PC-12/ 45, bearing manufacturer's serial number 187 and Canadian registration marks C-GAWP including 1 PT6A-67B engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-PR0042 and 1 Hartzell propeller model number HC-E4A-3D bearing serial number HJ-1519.
Airmédic Inc.	Capital Aviation Inc.	20-1208480-0003 / Droits résultant d'un bail	19 nov. 2020 / 19 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C2E (EC145C2e), bearing manufacturer's serial number 9805, including 2 Arriel 1E2 engines manufactured by Turbomeca installed on the airframe, bearing the manufacturer's serial numbers 47582 and 47584.

Airmédic Inc.	Capital Aviation	20-1208480-0004 /	19 nov. 2020 /	Un páronaf at mataura
Airmedic Inc.	Capital Aviation	Droits résultant d'un bail	19 nov. 2020/ 19 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C-2E (EC-145C2e), bearing manufacturer's serial number 9734, including 2 Arriel 1E2 engines manufactured by Turbomeca installed on the airframe, bearing the manufacturer's serial numbers 47604 and 47605.
Airmédic Inc.	Capital Aviation Inc.	20-1346415-0001 / Droits résultant d'un bail	29 déc. 2020 / 31 déc. 2030	Un aéronef et moteurs spécifiquement décrits. 1 2010 Pilatus PC12/ 47 NG aircraft, bearing Canadian registration mark CGIOX and airframe manufacturer's serial number 1237, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCERY0241 and one Hartzell propeller model number Hartzell HC-E4N-3 4-Blade, serial number KX-886.
Airmédic Inc.	Airmédic Interl Inc.	21-0071053-0001 / Droits résultant d'un bail	28 jan. 2021 / 28 jan. 2031	Un aéronef et moteurs spécifiquement décrits. 1 2011 Pilatus aircraft model PC-12/47E NG, bearing manufacturer's serial number 1267 (described on the prepopulated drop-down menu of the International Registry as a Pilatus aircraft LTD model PC-12/47E aircraft with manufacturer's serial number 1267) and Canadian registration marks C-GMXD, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PLC-RY0273 (described on the International Registry drop down menu as Pratt & Whitney model PT6A series engine with manufacturer's serial number

					PLC-RY0273) and 1 Hartzell propeller model number HC-E4A3D bearing serial number KX925.
Airmédic Inc.	Airmédic Inc.	Interh	21-0071514-0001 / Droits résultant d'un bail	28 jan. 2021 / 28 jan. 2031	Un aéronef et moteurs spécifiquement décrits.
					- Airframe Manufacturer: Pilatus
					- Airframe Model: PC-12/47E
					- Model Year: 2009
					- Airframe Serial Number: 1119
					- FAA Registration Mark: N212JL
					- Canadian Registration Mark: C-GYBX
					- Engine Manufacturer: Pratt & Whitney
					- Engine Model: PT6A-67P
					- Engine Serial Number: PCE-RY0122
					- Propeller Manufactuer: Hartzel
					- Propeller Model: 4Blade
					Propeller Serial Number:
					KX729
Airmédic Inc.	Airmédic	Interh	21-0585507-0001 /	31 mai 2021 /	Un aéronef et moteurs
	Inc.		Droits résultant d'un bail	31 mai 2031	spécifiquement décrits.
					1 2012 Pilatus model PC-12/
					47E aircraft, bearing Canadian
					registration mark C-FUAM and
					airframe manufacturer's serial
					number 1366, together with all
					engines and propellers,
					including 1 Pratt & Whitney
					PT6A-67P engine, bearing
					manufacturer's serial number
					PC-ERY0376 and 1 Hartzell
					propeller model number HC-

		E4A-3D,	serial	number	KX-
		1091.			

SCHEDULE J

LIST OF REGISTRATIONS TO REDUCE WITH RESPECT TO THE PURCHASED ASSETS ON THE RPMRR

Constituant	Titulaire	No d'enregistrement	Date d'inscription	Portée
Groupe Airmédic Inc.	Fiera Private Debt Fund VI LP	19-1168170-0001	16 oct. 2019 /	L'universalité des biens meubles et immeubles.
Capital Aviation Inc.				
Airmédic Inc.				
Airmédic Interh Inc.				
Airmédic Médical Inc.				
9386149 Canada Inc.				
Groupe Airmédic Inc.	Banque Laurentienne du	22-0030865-0001	13 janv. 2022 /	L'universalité des stocks et inventaires et créances.
Airmédic Inc.	Canada	Hyp. conv. sans dépossession	12 janv. 2032	
Airmédic Interh Inc.		Сороссосного		
Airmédic Médical Inc.				
12378744 Canada Inc.				
9386149 Canada Inc.				
12378744 Canada Inc.	Gestion Gaston Paradis Inc.	21-0401801-0001 / Hyp. conv. sans dépossession	20 avril 2021 / 20 avril 2031	L'universalité de biens meubles reliés à l'immeuble désigné comme étant le lot 5 596 920 du Cadastre du Québec, circonscription foncière de Sept-Îles, avec bâtisse dessus construite, situé à La Romaine, dans la Municipalité de la Côte-Nord-du-Golfe-du-Saint-Laurent.
Groupe Airmédic Inc. Airmedic	Banque Laurentienne du Canada	23-0620398-0001 / Hyp. conv. sans dépossession	29 mai 2023 / 29 mai 2033	L'universalité des biens meubles.

Group Inc.				
Airmédic Inc.				
Airmédic Interh Inc.				
Airmédic Médical Inc.				
9386149 Canada Inc.				
Capital Aviation Inc.				
12378744 Canada Inc.	Gestion Gaston Paradis Inc.	21-0401801-0002 / Hyp. conv. sans dépossession	20 avril 2021 / 20 avril 2031	Tous les droits, titres, intérêts découlant à titre de locataire de chacun des baux suivants : i) un bail numéroté CTT5-2001 entre le Constituant et le Gouvernement du Québec (Ministère des transports) et signé par les deux parties le 30 septembre 2020 et; ii) un bail numéroté CYRC-2001 entre le Constituant et le Gouvernement du Québec (Ministère des transports) signé respectivement le 21 avril 2020 et le 23 avril 2020.
12378744 Canada Inc.	Q-12 Capital, SE.C.	21-1316406-0001 / Hyp. conv. sans dépossession	3 déc. 2021 / 2 déc. 2031	L'universalité de biens meubles reliés à l'immeuble désigné comme étant une partie du lot 5 931 181 du cadastre du Québec, circonscription foncière de Sept-Îles.
12378744 Canada Inc.	Q-12 Capital, SE.C.	22-0272299-0001 / Hyp. conv. sans dépossession	17 mars 2022 / 15 mars 2032	L'universalité de biens meubles reliés à l'immeuble désigné comme étant une partie du lot 6 307 634 du cadastre du Québec, circonscription foncière de Chambly, laquelle parcelle est identifiée par les lettres B, C, D et E sur le plan préparé par Sébastien Rheault, arpenteurgéomètre, sous le numéro 15470 de ses minutes.
12378744 Canada Inc. Les	9263-8766 Québec inc. Gestion OFB inc.	22-1129614-0001 / Hyp. conv. sans dépossession	13 oct. 2022 / 12 oct. 2032	L'universalité des biens meubles reliés à l'immeuble désigné comme étant une partie du lot 3 526 247 du

Placements Ashton Leblond Inc.	Les Placements Ashton Leblond Inc,			cadastre du Québec, circonscription foncière de Québec.
9386149 Canada Inc.	Banque Équitable	16-0791347-0001 / Hyp. conv. sans dépossession	15 août 2016 / 15 août 2026	L'universalité des biens meubles reliés à l'immeuble désigné comme étant le lot 5 789 727 du cadastre du Québec, circonscription foncière de Chambly.
9386149 Canada Inc.	Potenza Capital Corporation Inc.	19-1363682-0001 / Hyp. conv. sans dépossession	2 déc. 2019 / 11 oct. 2029	L'universalité des biens d'exploitation baux, indemnités d'expropriation, contrats, créances pécuniaires et créances reliés à l'immeuble désigné comme étant le lot 6 154 998 du cadastre du Québec, circonscription foncière de Chambly.
9386149 Canada Inc.	Potenza Capital Corporation Inc.	22-0246725-0001 / Hyp. conv. sans dépossession	10 mars 2022 / 9 mars 2032	L'universalité des biens meuble reliés à l'immeuble désigné comme étant le lot 6 307 634 du cadastre du Québec, circonscription foncière de Chambly.
Capital Aviation Inc.	Banque de Développement du Canada	19-0612846-0001 / Hyp. conv. sans dépossession	6 juin 2019 (9:00) / 6 juin 2029	L'universalité des biens meubles.
Capital Aviation Inc.	Banque de Développement du Canada	19-0612846-0003 / Hyp. conv. sans dépossession	6 juin 2019 (9:00) / 6 juin 2029	Un aéronef Pilatus PC-12/47 NG 2010, numéro de série 1237 portant les marques de nationalité canadienne C-GIOX avec un moteur Pratt & Whitney PT6A-67P portant le numéro de série PCE-RY0241 et une hélice Hartzell HC-E4N-3 4-Blade portant le numéro de série KX-886. ainsi que tous les droits reliés.
Capital Aviation Inc.	Nations Fund I, LLC	19-0694076-0001 / Hyp. conv. sans dépossession	25 juin 2019 / 25 juin 2029	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 2009 Pilatus, model PC-12/ 47E Aircraft, bearing manufacturer's serial number 1119 (described on the pre-populated dropdown menu of the International Registry as a PILATUS

				AIRCRAFT LTD model PC-
				12/ 47 ^E aircraft with manufacturer's serial number 1119) and Canadian registration marks C-GYBX and FAA registration marks N212JL, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-RY0122 (described on the International Registry drop down menu as PRATT & WHITNEY model PT6A SERIES engine with manufacturer's serial number RY0122), and 1 Hartzell 4-Blade propeller installed on the airframe, bearing the manufacturer's serial number KX-729.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	19-1288402-0001 / Hyp. conv. sans dépossession	13 nov. 2019 / 13 nov. 2029	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 2012 Pilatus aircraft model PC12/47E NG, bearing manufacturer's serial number 1366 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC-12/47E aircraft with manufacturer's serial number 1366) and Canadian registration marks C FUAM, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-RY0376 (described on the International Registry drop down menu as PRATT & WHITNEY model PT6A SERIES engine with manufacturer's serial number RY0376) and 1 Hartzell propeller model number HC-E4A-3D bearing serial number KX-1091; Ainsi que tous les droits

				reliés.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	19-1288402-0002 / Hyp. conv. sans dépossession	13 nov. 2019 / 13 nov. 2029	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1083. Ainsi que tous les droits reliés.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	20-0435645-0001 / Hyp. conv. sans dépossession	22 mai 2020 / 22 mai 2030	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 2011 Pilatus aircraft model PC-12/ 47E NG, bearing manufacturer's serial number 1267 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC-12/47E aircraft with manufacturer's serial number 1267) and Canadian registration marks C-GMXD, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PLC-RY0273 (described on the International Registry drop down menu as PRATT & WHITNEY model PT6A SERIES engine with manufacturer's serial number PLC-RY0273) and 1 Hartzell propeller model number HC-E4A-3D BEARING SERIAL NUMBER KX-925. Ainsi que tous les droits

				reliés.
Capital Aviation Inc.	CLE Capital Inc.	20-0541585-0001 / Hyp. conv. sans dépossession	16 juin 2020 / 8 juin 2030	De l'équipement spécifiquement décrit.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	20-1205155-0001 / Hyp. conv. sans dépossession	18 nov. 2020 / 18 nov. 2030	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 1997 Pilatus aircraft model PC12/45, bearing manufacturer's serial number 187 and Canadian registration marks C-GAWP including 1 PT6A-67B engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-PR0042 and 1 Hartzell propeller model number HC-E4A-3D bearing serial number HJ-1519. Ainsi que tous les droits reliés.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	20-1208480-0001 / Hyp. conv. sans dépossession	19 nov. 2020 (9:00) / 19 nov. 2030	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C-2E (EC145C2e), bearing manufacturer's serial number 9805, including 2 Arriel 1E2 engines manufactured by Turbomeca installed on the airframe, bearing the manufacturer's serial numbers 47582 and 47584. Ainsi que tous les droits reliés.
Capital Aviation Inc.	Fiera Private Debt Fund VI LP	20-1208480-0002 / Hyp. conv. sans dépossession	19 nov. 2020 (9:00) / 19 nov. 2030	Un aéronefs et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C-2E (EC145C2e), bearing manufacturer's serial number 9734, including 2 Arriel 1E2 engines

				manufactured by Turbomeca installed on the airframe, bearing the manufacturer's serial numbers 47604 and 47605. Ainsi que tous les droits reliés.
Capital Aviation Inc.	Nations Fund I, LLC	21-0304079-0001 / Hyp. conv. sans dépossession	30 mars 2021 / 30 mars 2031	Un aéronef et moteurs spécifiquement décrits ainsi que tous les droits reliés. 1 2009 Pilatus, model PC12/47E Aircraft, bearing manufacturer's serial number 1119 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC12/47E aircraft with manufacturer's serial number 1119) and Canadian registration marks C-GYBX and FAA registration marks N212JL, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-RY0122 (described on the International Registry drop down menu as PRATT & WHITNEY model PT6A SERIES engine with manufacturer's serial number RY0122) and 1 Hartzell 4Blade propeller installed on the airframe, bearing the manufacturer's serial number KX-729.
Capital Aviation Inc.	RCAP Leasing Inc. / Credit-Bail RCAP Inc.	18-1269336-0001 / Droits de propriété du crédit-bailleur	16 nov. 2018 / 15 nov. 2023	Tous l'équipement loué de temps à autres par le crédit-bailleur.
Capital Aviation Inc.	RCAP Leasing Inc. / Credit-Bail RCAP Inc.	19-0517190-0001 / Droits de propriété du crédit-bailleur	16 mai 2019 / 15 mai 2024	Tous l'équipement médical loué de temps à autres par le crédit-bailleur.
AirMédic InterH Inc.	Capital Aviation Inc.	14-0993919-0001 / Droits résultant d'un bail	23 oct. 2014 / 31 déc. 2024	Des aéronefs et moteurs spécifiquement décrits. - 1 2012 Pilatus model PC- 12/ 47E aircraft, bearing

AirMédic InterH	Capital Aviation Inc.	17-1278012-0004 / Droits résultant d'un bail	4 déc. 2017 / 31 déc. 2027	Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0376 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1091. - 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number i, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1083. Des aéronefs et moteurs spécifiquement décrits. - 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers,
				number 1366, together with
				- 1 2012 Pilatus model PC- 12/ 47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1 Hartzell propeller model

					number HC-E4A-3D, serial number KX-1083.
AirMédic InterH Inc.	Capital Inc.	Aviation	18-0285418-0006 / Droits résultant d'un bail	26 mars 2018 / 22 mars 2028	Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus, model PC- 12/ 45 Aircraft, bearing manufacturer's serial number 187 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC- 12/45 aircraft with manufacturer's serial number 187) and Canadian registration marks C-GAWP, including 1 PT6A-67B engine manufactured by Pratt & Whitney Canada installed on the airframe bearing the manufacturer's serial number PCE-PR0042 (described on the International Registry drop down menu as PRATT & WHITNEY CANADA model PT-6A SERIES engine with manufacturer's serial number PR0042), and 1 Hartzell HC-E4A-3D propeller installed on the airframe, bearing the manufacturer's serial number HJ-1519.
AirMédic InterH Inc.	Capital Inc.	Aviation	18-1104527-0001 / Droits résultant d'un bail	5 oct. 2018 / 18 juin 2028	Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus, model PC- 12/ 45 Aircraft, bearing manufacturer's serial number 187 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC- 12/45 aircraft with manufacturer's serial number 187) and Canadian registration marks C-GAWP, including 1 PT6A-67B engine manufactured by Pratt & Whitney Canada installed on the airframe bearing the manufacturer's serial number PCE-PR0042

					(described on the International Registry drop down menu as PRATT & WHITNEY CANADA model PT-6A SERIES engine with manufacturer's serial number PR0042), and 1 Hartzell HC-E4A-3D propeller installed on the airframe, bearing the manufacturer's serial number HJ-1519.
AirMédic InterH Inc.	Capital A	Aviation	19-0734729-0001 / Droits résultant d'un bail	4 juil. 2019 / 25 juin 2029	Un aéronef et moteurs spécifiquement décrits. - Airframe Manufacturer: Pilatus - Airframe Model: PC12/47E - Model Year: 2009 - Airframe Serial Number: 1119 - FAA Registration Mark: N212JL - Canadian Registration Mark: N212JL - Canadian Registration Mark: C-GYBX - Engine Manufacturer: Pratt & Whitney - Engine Model: PT6A-67P - Engine Seriak Number: PCE-RY0122 - Propeller Manufacturer: Hartzell - Propeller Model: 4-Blade - Propeller Serial Number: KX729
Airmédic Interh Inc.	Capital A	Aviation	19-1360052-0001 / Droits résultant d'un bail	2 déc. 2019 / 29 nov. 2029	Un aéronef et moteurs spécifiquement décrits. 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0376 and 1 Hartzell propeller model

				number HC-E4A-3D, serial number KX-1091.
Airmédic Interh Inc.	Capital Avia	ttion 19-1360052-0001 / Droits résultar d'un bail	2 déc. 2019 / 29 nov. 2029 t	Un aéronef et moteurs spécifiquement décrits. 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0376 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1091.
Airmédic Interh Inc.	Capital Avia	tion 19-1360052-0002 / Droits résultar d'un bail		Un aéronef et moteurs spécifiquement décrits. One (1) 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including one (1) Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and one (1) Hartzell propeller model number HC-E4A-3D, serial number KX-1083, and any airframe replacing the foregoing airframe and any engine replacing any of the foregoing engines, together with all parts, components, avionics, instruments, furnishings and other equipment installed thereon, all additions and substitutions in respect of any of the foregoing and all manuals and technical records related thereto.
Airmédic Interh Inc.	Capital Avia Inc.	ttion 20-0435645-0002 / Droits résultar d'un bail	22 mai 2030	Un aéronefs et moteurs spécifiquement décrits. 1 2011 Pilatus aircraft model PC-12/ 47E NG, bearing manufacturer's serial

				number 1267 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC-12/47E aircraft with manufacturer's serial number 1267) and Canadian registration marks C-GMXD, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PLC-RY0273 (described on the International Registry drop down menu as PRATT & WHITNEY model PT6A SERIES engine with manufacturer's serial number PLC-RY0273) and 1 Hartzell propeller model number HC-E4A-3D BEARING SERIAL NUMBER KX-925.
Airmédic Inc.	Capital Aviation Inc.	20-1205155-0002 / Droits résultant d'un bail	18 nov. 2020 / 18 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus aircraft model PC-12/ 45, bearing manufacturer's serial number 187 and Canadian registration marks C-GAWP including 1 PT6A-67B engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PCE-PR0042 and 1 Hartzell propeller model number HC-E4A-3D bearing serial number HJ-1519.
Airmédic Inc.	Capital Aviation Inc.	20-1208480-0003 / Droits résultant d'un bail	19 nov. 2020 / 19 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C2E (EC145C2e), bearing manufacturer's serial number 9805, including 2 Arriel 1E2 engines manufactured by Turbomeca installed on the airframe, bearing the

				manufacturer's serial numbers 47582 and 47584.
Airmédic Inc.	Capital Aviation Inc.	20-1208480-0004 / Droits résultant d'un bail	19 nov. 2020 / 19 nov. 2030	Un aéronef et moteurs spécifiquement décrits. 1 Airbus Helicopters Deutschland aircraft model MBB-BK 117 C-2E (EC-145C2e), bearing manufacturer's serial number 9734, including 2 Arriel 1E2 engines manufactured by Turbomeca installed on the airframe, bearing the manufacturer's serial numbers 47604 and 47605.
Airmédic Inc.	Capital Aviation Inc.	20-1346415-0001 / Droits résultant d'un bail	29 déc. 2020 / 31 déc. 2030	Un aéronef et moteurs spécifiquement décrits. 1 2010 Pilatus PC12/ 47 NG aircraft, bearing Canadian registration mark CGIOX and airframe manufacturer's serial number 1237, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCERY0241 and one Hartzell propeller model number Hartzell HC-E4N-3 4-Blade, serial number KX-886.
Airmédic Inc.	Airmédic Interh Inc.	21-0071053-0001 / Droits résultant d'un bail	28 jan. 2021 / 28 jan. 2031	Un aéronef et moteurs spécifiquement décrits. 1 2011 Pilatus aircraft model PC-12/47E NG, bearing manufacturer's serial number 1267 (described on the prepopulated drop-down menu of the International Registry as a Pilatus aircraft LTD model PC-12/47E aircraft with manufacturer's serial number 1267) and Canadian registration marks C-GMXD, including 1 PT6A-67P engine manufactured by Pratt & Whitney installed on the airframe bearing the manufacturer's serial number PLC-RY0273 (described on the International Registry drop

				down menu as Pratt & Whitney model PT6A series engine with manufacturer's serial number PLC-RY0273) and 1 Hartzell propeller model number HC- E4A3D bearing serial number KX925.
Airmédic Inc.	Airmédic Interh Inc.	21-0071514-0001 / Droits résultant d'un bail	28 jan. 2021 / 28 jan. 2031	Un aéronef et moteurs spécifiquement décrits. - Airframe Manufacturer: Pilatus - Airframe Model: PC-12/47E - Model Year: 2009 - Airframe Serial Number: 1119 - FAA Registration Mark: N212JL - Canadian Registration Mark: C-GYBX - Engine Manufacturer: Pratt & Whitney - Engine Model: PT6A-67P - Engine Serial Number: PCE-RY0122 - Propeller Manufacturer: Hartzel - Propeller Model: 4Blade Propeller Serial Number: KX729
Airmédic inc.	Xerox Canada Ltd	21-0362264-0014 / Droits résultant d'un bail	12 avril 2021 / 12 avril 2027	Tous les équipements et biens loués dans le cadre d'un contrat de crédit-bail portant le numéro 961887056-535902100 daté du 25 février 2021.
Airmédic Inc.	Xerox Canada Ltd	21-0574597-0013 / Droits résultant d'un bail	28 mai 2021 / 27 mai 2026	Tous les équipements et biens loués dans le cadre d'un contrat de crédit-bail portant le numéro 960729127-535902101 daté du 19 mars 2021.
Airmédic Inc.	Airmédic Interh Inc.	21-0585507-0001 / Droits résultant d'un bail	31 mai 2021 / 31 mai 2031	Un aéronef et moteurs spécifiquement décrits. 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers,

				including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PC-ERY0376 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1091.
Aimédic Inc.	Airmédic Interh Inc.	21-0585507-0002 / Droits résultant d'un bail	31 mai 2021 / 31 mai 2031	Un aéronef et moteurs spécifiquement décrits. 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1083.
Airmédic Inc.	La Corporation McKesson Canada	22-1138450-0006 / Réserve de propriété (vente à tempérament)	14 oct. 2022 / 14 oct. 2027	L'universalité des biens meubles vendus par le vendeur à l'acheteur, et tous les biens de remplacement.
Private Air Inc.	Airmédic Interh Inc.	14-0993933-0001 / Droits résultant d'un bail	23 oct. 2014 / 31 déc. 2024	Des aéronefs et moteurs spécifiquement décrits. - 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0376 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1091. - 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1

					Hartzell propeller model number HC-E4A-3D, serial number KX-1083.
Private Air Inc.	AirMédic Inc.	InterH	17-1278012-0006 / Droits résultant d'un bail	4 déc. 2017 / 31 déc. 2027	Des aéronefs et moteurs spécifiquement décrits. - 1 2012 Pilatus model PC-12/47E aircraft, bearing Canadian registration mark C-FUAM and airframe manufacturer's serial number 1366, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0376 and 1 Hartzell propeller model number HC-E4A-3D, serial number KX-1091. - 1 2012 Pilatus model PC-12/ 47E aircraft, bearing Canadian registration mark C-FMAO and airframe manufacturer's serial number 1360, together with all engines and propellers, including 1 Pratt & Whitney PT6A-67P engine, bearing manufacturer's serial number PCE-RY0370 and 1 Hartzell propeller model number HC-E4A-3D, serial
Private Air Inc.	AirMédic Inc.	InterH	18-0285418-0007 / Droits résultant d'un bail	26 mars 2018 / 22 mars 2028	number KX-1083. Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus, model PC-12/ 45 Aircraft, bearing manufacturer's serial number 187 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC-12/45 aircraft with manufacturer's serial number 187) and Canadian registration marks C-GAWP, including 1 PT6A-67B engine manufactured by Pratt & Whitney Canada installed on the airframe bearing the manufacturer's serial number PCE-PR0042 (described on the

				International Registry drop down menu as PRATT & WHITNEY CANADA model PT-6A SERIES engine with manufacturer's serial number PR0042), and 1 Hartzell HC-E4A-3D propeller installed on the airframe, bearing the manufacturer's serial number HJ-1519.
9736140 Canada Inc. faisant également affaires sous les noms d'emprunt Innu Air, Innu Air Pascan, Pascan et Pascan Aviation	AirMédic InterH Inc.	18-1104527-0002 / Droits résultant d'un bail	5 oct. 2018 / 18 juin 2028	Un aéronef et moteurs spécifiquement décrits. 1 1997 Pilatus, model PC- 12/ 45 Aircraft, bearing manufacturer's serial number 187 (described on the pre-populated dropdown menu of the International Registry as a PILATUS AIRCRAFT LTD model PC- 12/45 aircraft with manufacturer's serial number 187) and Canadian registration marks C-GAWP, including 1 PT6A-67B engine manufactured by Pratt & Whitney Canada installed on the airframe bearing the manufacturer's serial number PCE-PR0042 (described on the International Registry drop down menu as PRATT & WHITNEY CANADA model PT-6A SERIES engine with manufacturer's serial number PR0042), and 1 Hartzell HC-E4A-3D propeller installed on the airframe, bearing the manufacturer's serial number HJ-1519.

SCHEDULE K

LIST OF SECURITY TO DISCHARGE ON AIRCRAFTS, HELICOPTERS AND ENGINES

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47/E MANUFACTURER'S SERIAL NUMBER: 1360

OWNER: CAPITAL AVIATION INC. (Quebec Canada)

ACQUISITION DATE: **DECEMBER 21, 2019 (1714477)**

	ACQUISITION DATE. DECEMBER 21, 2019 (1714477)						
	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	Right to Discharge Holder	
1.	International Interest	Capital Aviation Inc. (Quebec Canada)	Fiera Private Debt Fund VI LP	1699430	Nov. 18, 2019	Fiera Private Debt Fund VI LP	
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc. (Quebec Canada)	1699432	Nov. 18, 2019	Fiera Private Debt Fund VI LP	
3.	Assignment of an International Interest	Capital Aviation Inc. (Quebec Canada)	Fiera Private Debt Fund VI LP	1699434 (1699432)	Nov. 18, 2019	Fiera Private Debt Fund VI LP	
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1886117	May 31, 2021	Fiera Private Debt Fund VI LP	
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1886119 (1886117)	May 31, 2021	Fiera Private Debt Fund VI LP	
6.	International Interest	Capital Aviation Inc. (Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131195	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada	

OWNER: CAPITAL AVIATION INC. (Quebec Canada)

ACQUISITION DATE: **DECEMBER 21, 2019 (17144780)**

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(quebec canada)	Fiera Private Debt Fund VI LP	1699431	Nov. 18, 2019	Fiera Private Debt Fund VI LP
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1699433	Nov. 18, 2019	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1699435 (1699433)	Nov. 18, 2019	Fiera Private Debt Fund VI LP
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1886118	May 31, 2021	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1886120 (1886118)	May 31, 2021	Fiera Private Debt Fund VI LP
6.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131196	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47/E MANUFACTURER'S SERIAL NUMBER: 1366

OWNER: CAPITAL AVIATION INC.

ACQUISITION DATE: **DECEMBER 21, 2019 (1714455)**

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1699440	Nov. 18, 2019	Fiera Private Debt Fund VI LP
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1699442	Nov. 18, 2019	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1699444 (1699442)	Nov. 18, 2019	Fiera Private Debt Fund VI LP
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1886121	May 31, 2021	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1886123 (1886121)	May 31, 2021	Fiera Private Debt Fund VI LP
6.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131197	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: **DECEMBER 21, 2019 (1714456)**

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1699441	Nov. 18, 2019	Fiera Private Debt Fund VI LP
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1699443	Nov. 18, 2019	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1699445 (1699443)	Nov. 18, 2019	Fiera Private Debt Fund VI LP
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1886122	May 31, 2021	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1886124 (1886122)	May 31, 2021	Fiera Private Debt Fund VI LP
6.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131198	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47/E MANUFACTURER'S SERIAL NUMBER: 1237

OWNER: CAPITAL AVIATION INC.

ACQUISITION DATE: DECEMBER 21, 2019 (1714455)

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Business Development Bank of Canada	1644378	June 12, 2019	Business Development Bank of Canada
2.	International Interest	Airmedic Inc.	Capital Aviation Inc.(Quebec Canada)	1836813	Dec. 29, 2020	Capital Aviation Inc.(Quebec Canada)
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Business Development Bank of Canada	1836815 (1836813)	Dec. 29, 2020	Business Development Bank of Canada
4.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131189	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: CAPITAL AVIATION INC. (Quebec Canada)

ACQUISITION DATE: JUNE 12, 2019 (1644297)

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Business Development Bank of Canada	1644379	June 12, 2019	Business Development Bank of Canada
2.	International Interest	Airmedic Inc.	Capital Aviation Inc.(Quebec Canada)	1836812	Dec. 29, 2020	Capital Aviation Inc.(Quebec Canada)
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Business Development Bank of Canada	1836814 (1836812)	Dec. 29, 2020	Business Development Bank of Canada
4.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131190	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47¹ MANUFACTURER'S SERIAL NUMBER: 1119

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: JULY 1, 2019 (1652842)

	ТҮРЕ	DEBTOR / ASSIGNOR	CREDITOR / ASSIGNEE	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Nations Fund I, LLC	1652844	July 1st, 2019	Citizens Asset Finance, Inc.
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1652846	July 1st, 2019	Citizens Asset Finance, Inc.
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Nations Fund I, LLC	1652850 (1652846)	July 1st, 2019	Citizens Asset Finance, Inc.
4.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc	1652852 (1652850)	July 1st, 2019	Citizens Asset Finance, Inc.
5.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc	1652856	July 1st, 2019	Citizens Asset Finance, Inc.
6.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc	1656372 (1652844)	July 12, 2019	Citizens Asset Finance, Inc.
7.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1862835	March 18, 2021	Citizens Asset Finance, Inc.
8.	Assignment of an International Interest	Airmedic Interh Inc.	Citizens Asset Finance, Inc.	1862836 (1862835)	March 18, 2021	Citizens Asset Finance, Inc.

¹ The model designation with Transport Canada is PC-12/47E

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/471 MANUFACTURER'S SERIAL NUMBER: 1119

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: JULY 1, 2019 (1652842)

	ТҮРЕ	DEBTOR / ASSIGNOR	CREDITOR / ASSIGNEE	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
9.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131187	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: PRATT & WHITNEY CANADA MODEL DESIGNATION: PT6A SERIES MANUFACTURER'S SERIAL NUMBER: RY0122

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: JULY, 1st 2019 (1652843)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Nations Fund I, LLC	1652845	July, 1 st 2019	Citizens Asset Finance, Inc.
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1652847	July, 1 st 2019	Citizens Asset Finance, Inc.
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Nations Fund I, LLC	1652851 (1652847)	July, 1 st 2019	Citizens Asset Finance, Inc.
4.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc.	1652853 (1652851)	July, 1st 2019	Citizens Asset Finance, Inc.
5.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc.	1652857 (1652855)	July, 1 st 2019	Citizens Asset Finance, Inc.

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: JULY, 1st 2019 (1652843)

	ТҮРЕ	DEBTOR / ASSIGNOR	CREDITOR / ASSIGNEE	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
6.	Assignment of an International Interest	Nations Fund I, LLC	Citizens Asset Finance, Inc.	1656373 (1652845)	July 12, 2019	Citizens Asset Finance, Inc.
7.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1862839	March 18, 2021	Citizens Asset Finance, Inc.
8.	Assignment of an International Interest	Airmedic Interh Inc.	Citizens Asset Finance, Inc.	1862840 (1862839)	March 18, 2021	Citizens Asset Finance, Inc.
9.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131188	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47/E MANUFACTURER'S SERIAL NUMBER: 1267

OWNER: OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: MAY 27, 2020 (1760669)

	ACQUISITION DATE. MAT 27, 2020 (1700007)						
	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER	
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1760671	May 27, 2020	Fiera Private Debt Fund VI LP	
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1760673	May 27, 2020	Fiera Private Debt Fund VI LP	

MANUFACTURER: PILATUS AIRCRAFT LTD MODEL DESIGNATION: PC-12/47/E MANUFACTURER'S SERIAL NUMBER: 1267

OWNER: OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: MAY 27, 2020 (1760669)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1760675 (1760673)	May 27, 2020	Fiera Private Debt Fund VI LP
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1844482	Jan. 28, 2021	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1844483 (1844482)	Jan. 28, 2021	Fiera Private Debt Fund VI LP
6.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131193	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: CAPITAL AVIATION INC.(Quebec Canada)

ACQUISITION DATE: MAY 27, 2020 (1760670)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1760672	May 27, 2020	Fiera Private Debt Fund VI LP
2.	International Interest	Airmedic Interh Inc.	Capital Aviation Inc.(Quebec Canada)	1760674	May 27, 2020	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	Capital Aviation Inc.(Quebec Canada)	Fiera Private Debt Fund VI LP	1760676 (1760674)	May 27, 2020	Fiera Private Debt Fund VI LP
4.	International Interest	Airmedic Inc.	Airmedic Interh Inc.	1844486	Jan. 28, 2021	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	Airmedic Interh Inc.	Fiera Private Debt Fund VI LP	1844487 (1844486)	Jan. 28, 2021	Fiera Private Debt Fund VI LP
6.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131194	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: AIRBUS HELICOPTERS MODEL DESIGNATION: BK117C2 MANUFACTURER'S SERIAL NUMBER: 9805

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MAY 4, 2023 (2125243)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125248	May 4, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2125253	May 4, 2023	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125258 (2125253)	May 4, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131200	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
5.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140347	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140352 (2125253)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MAY 4, 2023 (2125246)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125249	May 4, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125251	May 4, 2023	Fiera Private Debt Fund VI LP
3.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2125254	May 4, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2125256	May 4, 2023	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125259 (2125254)	May 4, 2023	Fiera Private Debt Fund VI LP
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125261 (2125256)	May 4, 2023	Fiera Private Debt Fund VI LP
7.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131203	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
8.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140348	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
9.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140350	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MAY 4, 2023 (2125246)

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
10.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140353 (2125254)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
11.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140354 (2125256)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MAY 4, 2023 (2125247)

	ТҮРЕ	Debtor / Assignor	CREDITOR / ASSIGNEE REGISTRATION NUMBER REGI		REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125250	May 4, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125252	May 4, 2023	Fiera Private Debt Fund VI LP
3.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2125255	May 4, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2125257	May 4, 2023	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125260 (2125255)	May 4, 2023	Fiera Private Debt Fund VI LP
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2125262 (2125257)	May 4, 2023	Fiera Private Debt Fund VI LP
7.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131204	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
8.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140349	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
9.	International Interest	TVPX Aircraft Solutions	Laurentian Bank of	2140351	June 27, 2023	Laurentian Bank of

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MAY 4, 2023 (2125247)

	ТҮРЕ	DEBTOR / ASSIGNOR	CREDITOR / ASSIGNEE	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
		Inc., as Owner Trustee	Canada/Banque Laurentienne du Canada			Canada/Banque Laurentienne du Canada
10.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140355 (2125255)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
11.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140356 (2125257)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

MANUFACTURER: AIRBUS HELICOPTERS MODEL DESIGNATION: BK117C2 MANUFACTURER'S SERIAL NUMBER: 9734

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: MARCH 7, 2023 (2106506)

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106511	March 7, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2106516	March 7, 2023	Fiera Private Debt Fund VI LP
3.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106521 (2106516)	March 7, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Capital Aviation Inc.(Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131199	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
5.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee			June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140342 (2106516)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: March 7, 2023 (2106509)

	ТҮРЕ	DEBTOR / ASSIGNOR	DEBTOR / ASSIGNOR CREDITOR / ASSIGNEE REGISTRATION NUMBER REGISTRATION NUMBER		REGISTRATION DATE	Right to Discharge Holder
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106512	March 7, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106514	March 7, 2023	Fiera Private Debt Fund VI LP
3.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2106517	March 7, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2106519	March 7, 2023	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106522 (2106517)	March 7, 2023	Fiera Private Debt Fund VI LP
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106524 (2106519)	March 7, 2023	Fiera Private Debt Fund VI LP
7.	International Interest	Capital Aviation Inc. (Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131201	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
8.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140338	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
9.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140340	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: March 7, 2023 (2106509)

	ТҮРЕ	DEBTOR / ASSIGNOR	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
10.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140343 (2106517)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
11.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140344 (2106519)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: March 7, 1013 (2106510)

	ТҮРЕ	Debtor / Assignor	Creditor / Assignee	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
1.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106513	March 7, 2023	Fiera Private Debt Fund VI LP
2.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106515	March 7, 2023	Fiera Private Debt Fund VI LP
3.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2106518	March 7, 2023	Fiera Private Debt Fund VI LP
4.	International Interest	Integra Aviation, LLC	TVPX Aircraft Solutions Inc., as Owner Trustee	2106520	March 7, 2023	Fiera Private Debt Fund VI LP
5.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106523 (2106518)	March 7, 2023	Fiera Private Debt Fund VI LP
6.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Fiera Private Debt Fund VI LP	2106525 (2106520)	March 7, 2023	Fiera Private Debt Fund VI LP
7.	International Interest	Capital Aviation Inc. (Quebec Canada)	Laurentian Bank of Canada/Banque Laurentienne du Canada	2131202	May 30, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
8.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140339	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
9.	International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque	2140341	June 27, 2023	Laurentian Bank of Canada/Banque

OWNER: TVPX AIRCRAFT SOLUTIONS INC., AS OWNER TRUSTEE

ACQUISITION DATE: March 7, 1013 (2106510)

	ТҮРЕ	DEBTOR / ASSIGNOR	CREDITOR / ASSIGNEE	REGISTRATION NUMBER	REGISTRATION DATE	RIGHT TO DISCHARGE HOLDER
			Laurentienne du Canada			Laurentienne du Canada
10.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140345 (2106518)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada
11.	Assignment of an International Interest	TVPX Aircraft Solutions Inc., as Owner Trustee	Laurentian Bank of Canada/Banque Laurentienne du Canada	2140346 (2106520)	June 27, 2023	Laurentian Bank of Canada/Banque Laurentienne du Canada

SCHEDULE L

TRADEMARK REGISTRATIONS

IN RESPECT OF WHICH SECURITY TO BE CANCELLED AND STRUCK

	TRADEMARK	OWNER	STATUS	SECURITY
1.	Airmédic et dessin	Airmédic Inc.	No. de demande 1865637/2017-11- 01 Classe 39 :(1) Transport médical d'urgence. Enregistrée depuis le 7 octobre 2020. Identification TMA1,083,831	Security Agreement placed on file by Fiera Private Debt Fund VI LP on January 7, 2020
2.	Airmédic et dessin	Airmédic Inc.	No. de demande 1865638/2017-11- 01 Classe 39 :(1) Transport médical d'urgence. Enregistrée depuis le 7 octobre 2020. Identification TMA1,083,832	Security Agreement placed on file by Fiera Private Debt Fund VI LP on January 7, 2020
3.	Croix Airmédic et dessin	Airmédic Inc.	No. de demande 1865639/2017-11- 01 Classe 39 :(1) Transport médical d'urgence.	Security Agreement placed on file by Fiera Private Debt Fund VI LP on January 7, 2020

	Enregistrée depuis le 7 octobre 2020.	
	Identification TMA1,083,833	

SCHEDULE M

Irevocable De-Registration and Export Request Authorizations to cancel and revoke

(See attached)