

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

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**MOTION RECORD  
(Sale Approval Motion)  
returnable March 16, 2020**

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**DATE:** March 9, 2020

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**NOTICE OF MOTION  
(Sale Approval Motion)  
returnable March 16, 2020**

Air Georgian Limited (“AGL” or the “Company”) will make a motion to a judge of the Commercial List of the Superior Court of Justice at 330 University Avenue, Toronto, ON M5G 1R7 on **Monday, March 16, 2020** at 10:00 a.m. or as soon thereafter as the motion can be heard.

**THE PROPOSED METHOD OF HEARING:** The motion is to be heard

- in writing under subrule 37.12.1(1) because it is made without notice;
- in writing as an opposed motion under subrule 37.12.1(4); or
- orally.

**THE MOTION IS FOR AN ORDER:**

- (a) abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;
- (b) approving an agreement of purchase and sale dated as of March 9, 2020 (the “Sale Agreement”) between AGL and 2746904 Ontario Inc. (the “Purchaser”);



- (c) vesting all of AGL's right, title and interest in and to the Purchased Assets (as defined below) in the Purchaser;
- (d) extending the time for filing a proposal in the NOI Proceedings (defined below) from March 16, 2020 to April 17, 2020;
- (e) increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the "**February 26 Order**");
- (f) approving the first report of KPMG Inc. as proposal trustee (the "**Proposal Trustee**") dated February 23, 2020 (the "**First Report**") and the Second Report of the Proposal Trustee to be filed (the "**Second Report**") and the activities of the Proposal Trustee set out therein; and
- (g) sealing certain confidential appendices to the Second Report pending further order of the Court;
- (h) such further and other relief as this Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

***Background***

- (a) AGL is a privately owned airline based in Mississauga, Ontario whose sole shareholder is Regional Express Aviation Inc., a holding company owned by 1775526 Alberta Ltd. and Georgian Aircraft Corp. (the "**Shareholders**"). The Company's directors are Dan Revell and John Binder ("**Binder**"), who are both principals or officers of the Shareholders
- (b) Until January 31, 2020, AGL was a regional operator for Air Canada pursuant to an amended and restated commercial agreement dated as of April 1, 2014 (the "**Commercial Agreement**");

- (c) On February 1, 2019 Air Canada announced that it intended to wind down and end its relationship with AGL and gave notice to AGL that it was terminating the Commercial Agreement effective January 31, 2020;
- (d) In connection with the termination, parties negotiated the terms of a transition agreement dated as of April 12, 2019 (the “**Transition Agreement**”) which provided for a transition of the services provided by AGL to Air Canada under the Commercial Agreement, amendments to the payment terms under the Commercial Agreement and additional changes to certain of the other agreements in place with Air Canada and its affiliates;
- (e) On January 31, 2020, the term under the Transition Agreement ended and the Company commenced these proceedings (the “**NOI Proceedings**”) by filing a notice of intention to make a proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and KMPG Inc. was named as the Proposal Trustee;
- (f) On February 26, 2020, the Company sought and obtained the February 26 Order for, among other things, (i) extending the time for filing a proposal in its NOI Proceedings to March 16, 2020; and (ii) approval for a limited amount of post-filing funding of up to \$800,000 from its existing secured lender, 2229275 Alberta Ltd. (“**222**”);
- (g) At the time, the purpose of the extension was to determine, in part, whether it would be able to complete negotiations for a sale of the remaining business to a related party;

### ***Marketing and Sale Efforts***

- (h) For much of the last year, a substantial amount of time was spent seeking new buyers, investors and alternative business for the Company and several potentially interested parties were identified, including:
  - (i) over ten potential investors or buyers for the business, of which five parties signed nondisclosure agreement and conducted some level of due diligence;
  - (ii) A large airline who desired to partner with the Company if it were to successfully restructure the business, distance the business from the Company’s long

operating history and association with Air Canada, maintain the Company's Toronto base, obtain new strong ownership and preserve the Company's ability to perform a large volume business safely while providing them with connecting passenger traffic; and

- (iii) A large US airline investor who desired to invest and partner if the Company were able to restructure and establish a new regional airline service relationship. As this investor's investing would be non-controlling, as it would need to remain at or below 25%, it is sensitive to ownership structure.
- (i) Conversations with these parties, as well as other possible buyers, have continued but all have indicated they are not interested in buying the business absent a restructuring or guaranteed future revenue;
- (j) In January 2020, the Company also entered into extensive and intensive negotiations with a potential buyer, but ultimately, the potential buyer's board did not approve the transaction as it approached closing;

### ***The Sale Agreement***

- (k) The Company has now successfully negotiated the terms of the Sale Agreement with the Purchaser an entity owned directly or indirectly by Binder;
- (l) The key terms of the Sale Agreement are summarized below. Capitalized terms used in this section and not otherwise defined have the meaning given to them in the Sale Agreement:
  - (i) Purchaser: 2746904 Ontario Inc., which is a party owned directly or indirectly by Binder. Binder is also related to 222, which is owned by Binder's son;
  - (ii) Purchase Price: assumption of all outstanding amounts owing to 222 including under the Post-Filing Advances, Assumed Obligations including payment of any Cure Costs and the funds used in the Wind-Down Budget;

- (iii) Purchased Assets: Substantially all of the property, assets and undertaking of the Company including, without limitation, all cash on hand (other than those set out in Excluded Assets) and accounts receivable;
- (iv) “As is, where is”: Purchased Assets will be transferred on an “as is, where is” basis;
- (v) Contracts: the Purchaser has identified a number of contracts it wishes to assume as part of the transaction. Among them, assignment of a number of “key contracts” is a condition of closing; and
- (vi) Employees: the Purchaser has identified approximately 27 of the Company’s employees it wishes to hire as part of the transaction. Certain of these employees are “key” and a condition of closing;
- (vii) Wind Down Budget: After closing, it is intended that the Seller and the Proposal Trustee will perform an orderly wind-down of the Seller, which may include bankrupting the Seller (the “**Wind Down**”). Given the transfer of cash on closing, the Purchaser has agreed to fund the Wind Down Budget which shall provide payment for:
  - i. Remaining priority payable owing by the Company which rank in priority to the 222 Secured Debt, as detailed in the Wind Down Budget;
  - ii. All outstanding reasonable professional fees of the Proposal Trustee (and its counsel) and counsel to the Company as well as the estimated administration costs of a bankruptcy; and
  - iii. Any other amounts which the Purchaser, Seller and Proposal Trustee agree shall be funded as part of the Wind Down

On closing, the Purchaser shall transfer to the Proposal Trustee, to be held in trust for the completion of the Wind Down, an amount equal to the Wind Down Budget

plus 10% of the Wind Down Budget (the “**Maximum Wind Down Funds**”), which funds shall be used by the Proposal Trustee to fund the Wind Down.

The Maximum Wind Down Funds will remain the property of the Purchaser and it is expressly acknowledged and agreed by the Parties and the Proposal Trustee that the Maximum Wind Down Funds are not an asset of the Seller and shall not form part of the estate. The portion of the Maximum Wind Down Funds actually used to complete the Wind Down are referred to in the Purchase Agreement as the “**Actual Wind Down Funds**”. Upon completion of the Wind Down, any fund equal to the Maximum Wind Down Funds less the Actual Wind Down Funds, if any, shall be returned to the Purchaser without deduction.

- (m) The proposed transaction (the “**Transaction**”) contemplated by the Sale Agreement provides significant benefits including the potential to preserve at least 27 jobs for the Company’s employees and a high potential for rapid growth if a main-line partner is secured, which the new entity would be well positioned for;
- (n) The Transaction also provides the greatest chance to recoup enterprise value from the business and the Wind Down Budget provides certainty and clarity for payment of priority amounts and which will be funded into the Proposal Trustee’s account on closing;
- (o) It is unlikely that further marketing efforts and/or a sale process would result in a greater offer because the market for strategic buyers is small and most of have completed some diligence and although interest remains, all parties have said they require the business to be more financially stable before it will consider partnerships or other business;

### ***Sealing***

- (p) An unredacted version of the Sale Agreement will be attached to the Second Report and filed with the Court on a confidential basis as they include personal employee information and other commercially sensitive information regarding the contracts which could impact the assignment negotiations;

- (q) The Proposal Trustee will also be attaching and filing a confidential appendix to the Second Report containing the liquidation analysis which is also commercially sensitive;

### ***Funding***

- (r) As the Company continues to incur significant expenses in these proceedings and is generating no revenue it will require additional funding for the period between March 16, 2020 and closing, including with respect to payroll and other critical matters;
- (s) In the event closing is delayed on the consent of all parties, further funding would be required for that extension period;
- (t) As such, 222 has agreed to increase the maximum Post-Filing Advances available to the Company from \$800,000 to a maximum of \$2 million to be drawn in connection with the revised Cash Flow provided that, if the Sale Agreement is terminated on March 31 because the conditions of closing have not been satisfied or there is no agreed upon extension, then no further funding would be made available;

### ***Extension***

- (u) The Company is seeking an extension of time to file a proposal from March 16, 2020 to April 17, 2020 in order to complete the sale transaction contemplated by the Sale Agreement;
- (v) The parties intend to work towards the March 31 closing, however, in the event of a delay which is agreed upon, a slightly longer extension is warranted so that an additional Court appearance is not required;
- (w) the Company is acting in good faith and with due diligence and no stakeholder will be materially prejudiced by the extension;

### ***Reports and Activities of the Proposal Trustee***

- (x) The Proposal Trustee's activities as set out in the First and Second Report are lawful and proper and have provided assistance to the Court and interested stakeholders;

(y) such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) The Affidavit Eric Edmondson, sworn March 9, 2020 and the exhibit attached thereto;
- (b) The Second Report; and
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

**DATE:** March 9, 2020

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IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

Estate No.: 32-2613323

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

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**NOTICE OF MOTION**  
**(Sale Approval Motion)**  
**(returnable March 16, 2020)**

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Lawyers for the Debtor, Air Georgian Limited



# TAB 2

Court No./ Estate No. 32-2613323

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**AFFIDAVIT OF ERIC EDMONDSON  
(Sale Approval Motion)  
(sworn March 9, 2020)**

I, Eric Edmondson, of the City of Barrie, in the Province of Ontario, MAKE OATH AND SAY:

1. This Affidavit is made in support of a motion by Air Georgian Limited (“AGL” or the “Company”) for an order, among other things:
  - (a) Approving an agreement of purchase and sale dated as of March [9], 2020 (the “Sale Agreement”) between AGL and 2746904 Ontario Inc. (the “Purchaser”);
  - (b) Vesting all of AGL’s right, title and interest in and to the Purchased Assets (as defined below) in the Purchaser;
  - (c) Extending the time for filing a proposal in the NOI Proceedings (defined below) from March 16, 2020 to April 17, 2020 (the “Extension Date”);
  - (d) Increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the “February 26 Order”) to increase the maximum borrowing available in Post-Filing Advances (as defined in the February 26 Order);
  - (e) Sealing certain confidential appendices to the Second Report (defined below); and

- (f) Approving the first and second report of the Proposal Trustee (defined below) and the activities of the Proposal Trustee described therein.
2. I am the President and CEO of AGL and have held this position for almost eleven (11) years. In total I have been employed by AGL for approximately 25 years. As such, I have personal knowledge of the matters deposed to in this Affidavit. Where I have relied on other sources of information, I have specifically referred to such sources and verily believe them to be true. In preparing this Affidavit, I have consulted with legal, financial and other advisers of the Company and other members of the management team of the Company.

## I. BACKGROUND

3. AGL is a privately owned airline based in Mississauga, Ontario. Until January 31, 2020, AGL was a regional operator for Air Canada pursuant to a longstanding Commercial Agreement (defined and discussed below). The Company has no other sources of revenue of any substance.
4. On February 1, 2019 Air Canada gave notice to AGL that it was terminating the Commercial Agreement effective January 31, 2020 (the “**Termination Date**”). The parties entered into a Transition Agreement (defined and discussed in further detail below) to address the remaining period under the Commercial Agreement.
5. On January 31, 2020, the term under the Transition Agreement ended. On that date, the Company commenced these proceedings (the “**NOI Proceedings**”) by filing a notice of intention (“**NOI**”) to make a proposal pursuant to Section 50.4(1) the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). KPMG Inc. has been named proposal trustee (the “**Proposal Trustee**”).
6. On February 26, 2020, the Company sought and obtained an Order extending the time for filing a proposal in its NOI Proceedings to March 16, 2020. The Company also obtained approval for a limited amount of post-filing funding of up to \$800,000 from its existing secured lender, 2229275 Alberta Ltd. (“**222**”).

7. At the time, the purpose of the extension was to determine, in part, whether it would be able to complete negotiations for a sale of the remaining business to a related party. The Company also required an extension to continue its asset return process with Air Canada.
8. The Company has now successfully negotiated the terms of the Purchase Agreement with the Purchaser. For the reasons discussed below, the Company is seeking approval to enter into the Purchase Agreement and complete the sale transaction contemplated therein.

## II. THE COMPANY

9. AGL is an Ontario company whose registered head office is located at 2450 Derry Road, Mississauga, Ontario. AGL's sole shareholder is Regional Express Aviation Inc., a holding company owned by 1775526 Alberta Ltd. and Georgian Aircraft Corp. (the "Shareholders"). The Company's directors are Dan Revell and John Binder ("Binder"), who are both principals or officers of the Shareholders.
10. Until January 31, 2020, AGL employed approximately 260 full and part time employees. On January 31, 2020, a number of employees were laid off. AGL has continued to lay off additional employees since then. Currently, AGL continues to employ approximately 45 full time employees. Certain of AGL's current and former employees are members of CUPE Local 4059, ALPA GGN and UNIFOR Local 2002.
11. The Company does not sponsor any registered pension plans.

## III. THE BUSINESS

12. AGL began flying for Air Canada approximately 20 years ago. The parties have operated for a number of years pursuant to an amended and restated commercial agreement dated as of April 1, 2014 (the "Commercial Agreement"). The services provided by AGL were to act as the regional short haul domestic and Canada/US carrier for Air Canada flights. AGL is also party to a number of other lease and related agreements with Air Canada and affiliates of Air Canada for the lease of aircraft, engines and other parts.
13. On February 1, 2019, Air Canada announced that it intended to wind down and end its relationship with AGL on the Termination Date. In connection with the termination, the

parties negotiated the terms of a transition agreement dated as of April 12, 2019 (the “**Transition Agreement**”) which provided for a transition of the services provided by AGL to Air Canada under the Commercial Agreement, amendments to the payment terms under the Commercial Agreement and additional changes to certain of the other agreements in place with Air Canada or its affiliates.

14. With the termination of the Commercial Agreement and Transition Agreement, the Company is in the unusual position in that it possesses all of the assets, licensing and infrastructure of an operating airline but is currently not generating revenue of any substance. In order to preserve value as a going concern, the Company has continued to employ key employees and maintain certain assets and contracts resulting in a weekly cash burn rate of approximately \$300,000. Although 222 has provided the Company with a limited amount of funding to continue for the current extension period, further funding absent an approval of a sale is unlikely. If the business is moved into a structure that has extensive financial backing, I believe that there is a good chance for the business to be revitalized and turned around.

#### IV. THE PURCHASE AGREEMENT

##### *Marketing and Sale Efforts*

15. For much of the last year, I have spent a great deal of time seeking new buyers, investors and alternative business for the Company. In particular, last year, based on my experience in this industry, my management team and I identified several potentially interested parties who we knew to be looking for an airline with our operating experience, industry leading safety record and large volume regional airline capabilities. The airline industry is relatively small in Canada and we were able to readily identify those who were most likely interested and able to complete a sale.
16. Subsequently, I or others within the Company have spoken, corresponded or met with over ten parties who are potential investors or buyers, for the business. In connection with those efforts, five parties signed nondisclosure agreements (“**NDAs**”) and conducted some level of due diligence with three primary parties attending several site and/or management meetings.

17. Concurrent to these efforts my team and I were able to identify a large airline who desired to partner with us if we were to successfully restructure our business, distance the business from the Company's long operating history and association with Air Canada, maintain our Toronto base, obtain new strong ownership and most importantly preserve our ability to perform a large volume business safely while providing them with connecting passenger traffic.
18. In addition to identifying strong ownership candidates and a potential main-line partner my team and I were able to identify a large US airline investor who desired to invest and partner with us if we were able to restructure and establish a new regional airline service relationship. Due to ownership restriction in Canada relating to foreign ownership their 'single entity' ownership position would need to remain at or below 25%. As this investor's investment would be non-controlling, it is sensitive to the ownership structure. I believe these possibilities remain but not until the business has been transferred to a financially stable organization.
19. In January 2020, the Company entered into extensive and intensive negotiations with a potential buyer. I was optimistic such a transaction would be achievable but ultimately the potential buyer's board did not approve the transaction as we approached the closing.
20. I have continued to have conversations with the parties under NDA as well as other possible buyers since the filing and all have indicated they are not interested in buying the business absent a restructuring or guaranteed future revenue.

#### *The Purchase Agreement<sup>1</sup>*

21. The Company and the Purchaser have now agreed upon terms of the Purchase Agreement. Certain of the key terms of the Purchase Agreement are summarized in the following table.

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<sup>1</sup> The description provided herein is for information purposes only. The reader should refer to the Purchase Agreement for complete terms and conditions. Any inconsistency between the description of the Purchase Agreement and the Transaction described herein and the Purchase Agreement itself shall be governed by the Purchase Agreement.



Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Purchase Agreement:

<b><u>Seller:</u></b>	Air Georgian Limited
<b><u>Purchaser</u></b>	2746904 Ontario Inc. The Purchaser is a party owned directly or indirectly by Binder. Binder is also related to 222, which is owned by Binder's son.
<b><u>Purchased Assets</u></b>	Substantially all of the property, assets and undertakings of the Seller including, without limitation, all cash on hand (other than as set out below) and accounts receivable.
<b><u>Excluded Assets</u></b>	The Purchased Assets do not include cash that has been funded specifically for the purposes of the NOI including the Post-Filing Advances which funds are being used to fund the post-filing costs incurred since the filing. Additional excluded assets include the Excluded Obligations, any Excluded Insurance Proceeds, any contracts other than the Assumed Contracts, Slots and any Transportation License or other designation or right which is subject to a "re-issue" process and cannot be transferred thereunder.
<b><u>Purchase Price</u></b>	Assumption of all outstanding amounts owing to 222 including under the Post-Filing Advances, Assumed Obligations including payment of any Cure Costs and the funds used in the Wind-Down Budget.
<b><u>As Is Where Is:</u></b>	Purchased Assets will be transferred on an "as is where is" basis.
<b><u>Contracts:</u></b>	The Purchaser has identified a number of contracts it wishes to assume as part of the transaction. Among them, the assignment of a number of "key contracts" is a condition of closing.
<b><u>Assumed Liabilities:</u></b>	All obligations and liabilities of the Seller under the Assumed Contracts (to the extent of those Assumed Contracts assigned to the Purchaser on Closing), including where applicable, the Cure Costs, and in respect of the Transferred Employees, to the extent provided for under the Purchase Agreement
<b><u>Employees:</u></b>	<p>All existing AGL employees will be terminated immediately prior to closing.</p> <p>The Purchaser has identified approximately 27 of the Company's employees it wishes to hire as part of the transaction. This number may increase or decrease between now and closing. Certain of these employees are "key" and their acceptance of the Purchaser's offer of</p>

	<p>employee is a condition of closing. These employees are also critical to the re-issue of the Transportation Licenses.</p> <p>The Purchaser has agreed to make offers to (a) certain of the Seller Employees as determined by the Purchaser, in its sole discretion, in respect of Seller Employees who are not represented in their employment by a trade union, on terms and conditions similar to their respective terms and conditions of employment with the Seller existing as of the Closing Date; and (b) certain of those unionized Seller Employees, consistent and in compliance with, and upon terms and conditions provided under the collective agreement applicable to such employee. Given the timing issues, the Company has agreed that the Purchaser may start making employment offers as soon as this motion has been served and filed.</p> <p>The Purchaser has not agreed to contractually assume any historical employee liabilities under the Purchase Agreement.</p> <p>The Purchaser has agreed it will provide, or cause to be provided to the Transferred Employees, employee benefit plans commensurate to those benefit plans provided to the Transferred Employees prior to the Closing, as determined by the Purchaser in its sole discretion.</p>
<p><b><u>Conditions:</u></b></p>	<p>The obligation of the Purchaser to close the transaction is subject to a number of conditions as follows:</p> <ul style="list-style-type: none"> <li>(a) all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;</li> <li>(b) all deliverables listed in section 6.3 of the Purchase Agreement shall have been delivered to the Purchaser;</li> <li>(c) the Transportation Licenses shall have been re-issued by Transport Canada;</li> <li>(d) satisfaction of the IATA process required for the transfer/re-issue of the ZX Code;</li> <li>(e) satisfaction of the regulatory process required for transfer/re-issue of the GGN Code;</li> <li>(f) the Seller shall have received either (i) all applicable third party consents required, or (ii) an issued and entered Assignment Order, with respect to the assignment of the those Assumed Contracts attached at Schedule "A-2" to the Purchase Agreement (the "Key Assumed Contracts") effective as of the date of Closing. The Purchaser, in its sole discretion, may</li> </ul>



	<p>remove any Key Assumed Contracts from Schedule A-2 at any time prior to Closing. The Purchaser, with the consent of the Seller, may designate any Assumed Contract as a Key Assumed Contract prior to Closing;</p> <p>(g) the Seller shall have terminated all Seller Employees, with effect immediately prior to Closing;</p> <p>(h) the Seller Employees listed on <b>Schedule "D"</b> to the Purchase Agreement (the "<b>Key Seller Employees</b>") shall be Transferred Employees. The Purchaser, in its sole discretion, may remove any Key Seller Employees from Schedule E at any time prior to Closing. The Purchaser, with the consent of the Seller, may designate any Seller Employee as a Key Seller Employee prior to Closing;</p> <p>(i) consent of 222 to the assignment of the 222 Secured Debt to the Purchaser;</p> <p>(j) no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;</p> <p>(k) the Seller will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and</p> <p>(l) no material loss or damage to the Purchased Assets when taken as a whole will have occurred on or before the Closing Date.</p>
<p><b><u>Court Approval:</u></b></p>	<p>In addition to the above conditions, the obligation of both the Purchaser and the Company to close the transaction is conditional upon Court approval and the issuance of a vesting order vesting the assets free and clear of all Encumbrances other than Permitted Encumbrances.</p>
<p><b><u>Wind Down Budget</u></b></p>	<p>After Closing, it is intended that the Seller and the Proposal Trustee will perform an orderly wind-down of the Seller, which wind down may include bankrupting the Seller (the "<b>Wind Down</b>").</p> <p>Given the transfer of cash on Closing, the Purchaser has agreed to fund the Wind Down Budget which shall provide payment for:</p> <p>(a) remaining priority payables owing by the Seller which rank in priority to the 222 Secured Debt, as detailed in the Wind Down Budget;</p>

	<p>(b) all outstanding reasonable professional fees of the Proposal Trustee (and its counsel) and counsel to the Seller as well as the estimated administration costs of a bankruptcy; and</p> <p>(c) any other amounts which the Purchaser, Seller and Proposal Trustee agree shall be funded as part of the Wind Down.</p> <p>On Closing, the Purchaser shall transfer to the Proposal Trustee, to be held in trust for the completion of the Wind Down, an amount equal to the Wind Down Budget plus 10% of the Wind Down Budget (the “<b>Maximum Wind Down Funds</b>”), which funds shall be used by the Proposal Trustee to fund the Wind Down. The amount of the Wind Down Budget to be funded by the Purchaser shall not exceed the Maximum Wind Down Funds.</p> <p>The Maximum Wind Down Funds will remain the property of the Purchaser, and shall only be used by the Seller and/or Proposal Trustee, as applicable, to complete the Wind Down in accordance with Section 2.9 of the Purchase Agreement.</p> <p>It is expressly acknowledged and agreed by the Parties and the Proposal Trustee that the Maximum Wind Down Funds are not an asset of the Seller and shall not form part of any estate. The portion of the Maximum Wind Down Funds actually used to complete the Wind Down are referred to in the Purchase Agreement as the “<b>Actual Wind Down Funds</b>”. Upon completion of the Wind Down, any funds equal to the Maximum Wind Down Funds less the Actual Wind Down Funds, if any, shall be returned to the Purchaser without deduction.</p>
<u><b>Transition Services</b></u>	In the event that certain Contracts cannot be assigned on Closing or the Transportation Licenses have not all been re-issued on Closing, the Parties may enter into a transition services agreement.
<u><b>Closing</b></u>	The estimated closing date is March 31, 2020. The “outside date” for closing is April 17, 2020.

22. Attached as Exhibit “A” is a redacted copy of the Purchase Agreement. I understand an unredacted version of the Purchase Agreement will be attached to the Second Report. I believe an order sealing the unredacted version of the Purchase Agreement is appropriate for the reasons discussed below.

23. The proposed sale transaction (the “**Transaction**”) contemplated by the Purchase Agreement provides significant benefits in that it has the potential to preserve at least 27 jobs for the Company’s employees with a high potential for rapid growth if a main-line partner is secured which, as discussed above, I believe the new entity will be well positioned for. This transaction provides the greatest chance to recoup enterprise value from this business. The Wind-Down Budget provides certainty and clarity for payment of priority amounts and which will be funded into the Proposal Trustee’s account on closing.
24. Although this Transaction remains subject to several conditions including around acceptance of offers by employees, third party consents for assignment of contracts and regulatory approvals for re-issue of the Transportation Licences, I believe it is the only realistic opportunity for the business to survive. The key regulatory position holders including myself, have already worked extensively with Transport Canada, IATA and ICAO to understand the transfer and re-issue process and it is realistic that these conditions will be able to be satisfied so long as the “Purchased Assets” including the contemplated “key employees” and “key contracts” continue to be included in the Transaction.
25. Based on my participation in previous sales efforts, I do not believe that further marketing will result in any greater offer and I am very concerned that if this transaction is not approved, that a going concern option will not be available at all given the risks around lack of funding and key employee attrition which would lead to the Company having to surrender its Air Operators Certificate to Transport Canada and. I also understand that the Proposal Trustee will be filing a report in connection with this motion which will speak to the projected range of liquidation value of the Company’s assets, which I expect to be lower than the outstanding secured debt owing to 222.
26. Although I understand from the Company’s counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”) that it is unusual to seek approval of a sale (a) to a related party and (b) without having run a formal sale process, I believe that the facts of this case warrant such relief. As discussed in more detail below, the following circumstances support the seeking of such relief:

- (a) The Company is in the unusual situation of having a turn key operation but little revenue – although there remains going concern value at this time, it is likely any buyer will have to make significant investment to turn the business around and attract new revenue;
- (b) The Company's ability to remain a going concern much longer is questionable given its limited funding and lack of operations – in particular, certain assets and employees are required in order to maintain the Company's operating licenses which are considerable expenses;
- (c) Since the announcement of the termination of the Commercial Agreement, the Company has made extensive efforts to seek investors or buyers including since the commencement of these NOI Proceedings – the market of potential strategic buyers is small and most have done diligence – although interest remains, all parties have said they require the business to be more financially stable before it will consider partnerships or other business – this is unlikely to change if a sale process is conducted;
- (d) The airline industry is currently facing an immediate crisis overall as a result of the coronavirus which I believe would likely eliminate any resources that third parties might put to a sale process even if were available; and
- (e) The Company continues to burn cash given its ongoing expenses and lack of revenue – it does not have any source of funding to remain in a proceeding to run a sale process.

## V. SEALING

27. As set out above, the unredacted version of the Purchase Agreement will be attached to the Second Report. The Schedules to the Purchase Agreement that are redacted include personal employee information and other commercially sensitive information regarding the contracts which could impact the assignment negotiations. I also understand the Proposal Trustee will be attaching a confidential appendix to its report containing the liquidation analysis. This information is commercially sensitive and should also be sealed.


## **VI. FUNDING**


28. I understand that an updated cash flow projection will be filed with the Second Report. As the Company continues to incur significant expenses in these proceedings and is not generating revenue it will require additional funding for the period between March 16 and closing including with respect to payroll and other critical matters.
29. As such, the Company requires dedicated funding at least until the projected closing date of March 31, 2020. In the event that closing is delayed on the consent of all parties, further funding would be required for that extension period.
30. As such, 222 has agreed to increase the maximum Post-Filing Advances available to the Company from \$800,000 to a maximum of \$2 million to be drawn in accordance with the revised Cash Flow provided that, if the Purchase Agreement is terminated on March 31 because the conditions have not been satisfied or there is no agreed upon extension, then no further funding would be made available.

## **VII. EXTENSION OF TIME TO FILE A PROPOSAL**

31. The Company is seeking an extension of the time to file a proposal from March 16, 2020 to April 17, 2020 in order to complete the sale transaction contemplated by the Purchase Agreement. Although the Parties intend to work towards a March 31 closing, in the event of a delay which is agreed upon by the Purchaser and the Seller, the Seller believes a slightly longer extension is warranted so that an additional appearance in Court is not required.
32. The Company is acting in good faith and with due diligence. I do not believe any stakeholder will be materially prejudiced by the extension.

SWORN BEFORE ME at the City of  
~~Toronto~~ in the Province of Ontario, this 9<sup>th</sup>  
day of March, 2020.

  
\_\_\_\_\_  
Commissioner for taking affidavits

  
\_\_\_\_\_  
Eric Edmondson

# TAB A

This is Exhibit "A"  
to the affidavit of Eric Edmondson  
sworn before me this 14 day of March, 2020

  
\_\_\_\_\_  
A Commissioner, etc.



**AGREEMENT OF PURCHASE AND SALE****BETWEEN****AIR GEORGIAN LIMITED  
as Seller**

– and –

**2746904 ONTARIO INC.  
as Buyer****March 9, 2020**

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT** is dated as of March 9, 2020

**B E T W E E N :**

**AIR GEORGIAN LIMITED**, a corporation  
existing under the laws of Canada

(the “**Seller**”)

- and -

**2746904 Ontario Inc.**, a corporation existing  
under the laws of Ontario

(the “**Buyer**”)

**CONTEXT:**

- A. On January 31, 2020, the Seller filed a notice of intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), Court file number 32-2613323 (the “**NOI Proceedings**”).
- B. KPMG Inc. has been named proposal trustee (the “**Proposal Trustee**”) in the **NOI Proceedings**.
- C. The Seller wishes to sell and the Buyer wishes to purchase the Purchased Assets (as defined below) upon and subject to the terms and conditions of this Agreement.

**THEREFORE**, in consideration of the promises, mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties (as defined below), the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement the following terms have the following meanings:

- 1.1.1 “**222 Assignment Agreement**” means an assignment and assumption agreement dated as of January 24, 2020, pursuant to which ATB assigned to 222 all of its right, title and interest in the outstanding secured debt owing by the Seller to ATB.
- 1.1.2 “**222 Secured Debt**” means all of the outstanding secured debt owing by the Seller to 2229275 Alberta Ltd. pursuant to an amended and restated commitment letter dated

August 8, 2018 between ATB and the Seller, which secured debt was assigned by ATB to 222 pursuant to the 222 Assignment Agreement.

- 1.1.3 “**222**” means 2229275 Alberta Ltd.
- 1.1.4 “**Actual Wind Down Funds**” has the meaning given in Section 2.9.
- 1.1.5 “**Agreement**” means this agreement of purchase and sale, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.
- 1.1.6 “**Applicable Law**” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any Governmental Authority having authority over that Person, property, transaction or event.
- 1.1.7 “**Approval and Vesting Order**” has the meaning given in Section 5.3.1.
- 1.1.8 “**Assumed Contracts**” means those Contracts listed in **Schedule “A-1”** hereto. The Buyer, in its sole discretion, may remove any Assumed Contracts from Schedule A-1 at any time prior to Closing. The Buyer, with the consent of the Seller, may designate any Contract as an Assumed Contract prior to Closing;
- 1.1.9 “**Assignment Order**” means an Order of the Court, in form satisfactory to the Buyer, for the assignment of one or more Assumed Contracts.
- 1.1.10 “**Assumed Obligations**” means all obligations and liabilities of the Seller under the Assumed Contracts (to the extent such Assumed Contracts are assigned to the Buyer on Closing), including where applicable, the Cure Costs, and in respect of the Transferred Employees, to the extent provided for in this Agreement.
- 1.1.11 “**ATB**” means ATB Financial.
- 1.1.12 “**BIA**” has the meaning given to it in the Recitals.
- 1.1.13 “**Books and Records**” all business and financial records and files in relation to the Business, in hard and soft copy, including the general ledger and accounting records relating to the Business, marketing materials, market research, all customer lists and lists of suppliers, customer records and databases, leases, sub-leases and leasing records, Contracts records, information relating to any tax imposed on the Purchased Assets, all operating manuals, plans and specifications and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers and facsimile numbers used by the Seller in the conduct of the Business; provided, however, that the Seller may retain copies of all books and records included in the Purchased Assets to the extent necessary or useful for the administration of the NOI Proceedings or any other proceedings in respect of any of the Seller or the filing of any Tax return

or compliance with any Applicable Law or the terms of this Agreement or related to the Excluded Assets.

- 1.1.14 “**Business**” means the business of the Seller.
- 1.1.15 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- 1.1.16 “**Canadian Dollars**” or “**CAD \$**” each means the currency of Canada which, as at the time of payment or determination, is legal tender in Canada for the payment or determination of public or private debts.
- 1.1.17 “**Claims**” means any and all claims, demands, complaints, actions, applications, suits, causes of action, orders, or other similar processes, and “**Claim**” means any one of them.
- 1.1.18 “**Closing**” means the successful completion of the Transaction.
- 1.1.19 “**Closing Date**” means March 31, 2020 or such other date as the Parties may agree in writing, but in any event no later than the Outside Date.
- 1.1.20 “**Communication**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- 1.1.21 “**Contracts**” means the agreements and licenses used by the Seller in connection with the Business, including but not limited to the contracts related to information technology, any personal property leases, Transferred Employees, or otherwise, in each case as any of the same may have been amended, restated, extended or otherwise modified from time to time.
- 1.1.22 “**Court**” means the Ontario Superior Court of Justice (Commercial List).
- 1.1.23 “**CTA**” means the *Canada Transportation Act*, S.C. 1996, c. 10.
- 1.1.24 “**Cure Costs**” has the meaning given to it in Section 2.3.
- 1.1.25 “**Encumbrances**” means any and all security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, leases, title retention agreements, reservations of ownership, demands, executions, levies, charges, options or other rights to acquire any interest in any assets, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and all contracts to create any of the foregoing, or encumbrances of any kind or character whatsoever.

- 1.1.26 “**Excluded Assets**” means any assets of the Seller other than the Purchased Assets, including, any cash in respect of NOI Funding, the Excluded Obligations, any Excluded Insurance Proceeds, any contracts other than the Assumed Contracts, Slots and any Transportation License or other designation or right which is subject to a “re-issue” process and cannot be transferred hereunder.
- 1.1.27 “**Excluded Insurance Proceeds**” means any proceeds of insurance paid on a claim in respect of any personal property or assets owned by any of the Seller Employees.
- 1.1.28 “**Excluded Obligations**” has the meaning given to it in Section 2.4.
- 1.1.29 “**GGN Code**” means the Seller’s ICAO designation.
- 1.1.30 “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled or purporting to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- 1.1.31 “**Hangar Equipment**” means the parts and assets listed on **Schedule “B”** hereto but for greater certainty, does not include any equipment not owned by the Seller.
- 1.1.32 “**IATA**” means the International Air Transport Association.
- 1.1.33 “**ICAO**” means the International Civil Aviation Organization.
- 1.1.34 “**Intellectual Property**” means any and all trademarks, copyrights, patents, patent applications, industrial designs, engineering drawings, trade secrets, trade dress, trade styles or other logos owned by the Seller and all licenses related to the foregoing, any applications of and/or registrations by the Seller (whether domestic or foreign) in respect thereof, all software, know-how, hardware, servers and computers containing the foregoing.
- 1.1.35 “**Inventory**” means any and all inventory owned by the Seller.
- 1.1.36 “**Key Assumed Contracts**” has the meaning given to it in Section 5.1.6;
- 1.1.37 “**Key Seller Employees**” has the meaning given to it in Section 5.1.8.
- 1.1.38 “**NOI Funding**” means any funding received by the Seller specifically for the purpose of funding all or part of the NOI Proceedings including, without limitation, any funds received from Air Canada pursuant to the interim reimbursement agreement dated as of February 7, 2020 between Air Canada and the Seller or any subsequent reimbursement or cost agreement between Air Canada and the Seller and any funding provided by 222 after January 31, 2020.



- 1.1.39 “**Maximum Wind Down Funds**” has the meaning given to it in Section 2.9.
- 1.1.40 “**NOI Proceedings**” has the meaning given to it in the Recitals.
- 1.1.41 “**Other Equipment**” means the equipment and tools owned the Seller described in Schedule “C” hereto but, for greater certainty, does not include any equipment not owned by the Seller.
- 1.1.42 “**Outside Date**” means April 17, 2020, or such later date as may be agreed to by the Parties in writing.
- 1.1.43 “**Parties**” means the Seller and the Buyer, and “**Party**” means either one of them.
- 1.1.44 “**Permitted Encumbrances**” means:
- i. any and all liens and Encumbrances granted by the Seller in connection with the 222 Secured Debt;
  - ii. any liens and Encumbrances in the nature of a purchase money security interest or lease interest granted by the Seller in connection with any of the Assumed Contracts that are assigned to the Buyer on Closing;
  - iii. unregistered liens for municipal taxes, assessments or similar charges incurred by the Seller in the ordinary course of its business that are not yet due and payable or, if due and payable, are to be adjusted between the Seller and the Buyer on Closing; and
  - iv. inchoate mechanic’s, construction and carrier’s liens and other similar liens arising by operation of law or statute in the ordinary course of the Seller’s business for obligations which are not delinquent and will be paid or discharged in the ordinary course of the Seller’s business.
- 1.1.45 “**Person**” means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.
- 1.1.46 “**Proposal Trustee**” has the meaning given to it in the Recitals.
- 1.1.47 “**Proposal Trustee’s Certificate**” shall have the meaning given to it in the Approval and Vesting Order.
- 1.1.48 “**Purchased Assets**” has the meaning given to it in Section 2.1.
- 1.1.49 “**Purchase Price**” has the meaning given to it in Section 2.6.

- 1.1.50 “**Residual Assets**” means any other property, asset or undertaking of the Seller including, without limitation, receivables of the Seller owing at the Closing Date, cash on hand or cash equivalents (other than NOI Funding), choses in action, goodwill, the ZX Code (unless subject to a re-issue process by IATA), the GGN Code (unless subject to a re-issue process by ICAO), insurance proceeds or insurance claims under any of the Seller’s insurance policies (other than Excluded Insurance Proceeds) and tax refunds, but shall not include any Excluded Assets.
- 1.1.51 “**Seller Employees**” has the meaning given to it in Section 3.1.1.
- 1.1.52 “**Slots**” means any right, entitlement, claim or interest of the Seller in its designated airport slots for Pearson Airport.
- 1.1.53 “**Time of Closing**” means the agreed upon effective time of Closing on the Closing Date.
- 1.1.54 “**Transaction**” means the transaction of purchase and sale contemplated by this Agreement.
- 1.1.55 “**Transferred Employees**” has the meaning given to it in Section 3.1.1.
- 1.1.56 “**Transition Services**” means any transition services required by the Buyer for a period of time after Closing;
- 1.1.57 “**Transition Services Agreement**” means agreement between the Buyer and the Seller pursuant to which the Seller agrees to provide Transition Services to the Buyer.
- 1.1.58 “**Transportation Licenses**” means the Seller’s Air Operator’s Certificate license, Approved Maintenance Organization license, CTA license and Federal Aviation Administration operating specification or any other operational licenses issued by any regulatory body to the Seller.
- 1.1.59 “**Wind Down**” has the meaning given to it in Section 2.9.
- 1.1.60 “**Wind Down Budget**” has the meaning given to it in Section 2.9.
- 1.1.61 “**ZX Code**” means the Seller’s IATA designation.

## 1.2 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. This Agreement may not be amended or modified in any respect, except by written instrument signed by the Parties.

### **1.3 Time of Day**

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

### **1.4 Business Day**

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

### **1.5 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

### **1.6 Certain Rules of Interpretation**

1.6.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.

1.6.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.6.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.

1.6.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

1.6.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.

1.6.6 Whenever an amount of money is referred to in this Agreement, that amount will, unless otherwise expressly stated, be in Canadian Dollars.



## 1.7 Schedules and Exhibits

The following is a list of Schedules and Exhibits

Schedule	Subject Matter	Section Reference
A-1	Assumed Contracts	1.1.8
A-2	Key Assumed Contracts	5.1.6
B	Hangar Equipment	1.1.31
C	Other Equipment	1.1.41
D	Key Seller Employees	5.1.8
Exhibit A	Form of Approval and Vesting Order	5.3.1

## ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

### 2.1 Sale and Purchase of Assets

Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties herein, at the Time of Closing upon the Closing Date, the Seller hereby agrees to sell, assign, convey and transfer to the Buyer and the Buyer hereby agrees to purchase all right, title and interest of the Seller in and to all of the Hangar Equipment, Other Equipment, Inventory, Assumed Contracts, Books and Records, Intellectual Property, and Residual Assets (collectively, the “**Purchased Assets**”).

The Buyer acknowledges that it is not purchasing any other assets, property or undertaking of the Seller other than the Purchased Assets including, without limitation, the Excluded Assets.

### 2.2 Assignment and Assumption of Contracts

Subject to the conditions and terms of this Agreement, the Seller will assign to the Buyer all of the Seller’s rights, benefits and interests in and to the Assumed Contracts and the Buyer will assume the Assumed Obligations. This Agreement and any document delivered under this Agreement will not constitute an assignment or an attempted assignment of any Assumed Contract contemplated to be assigned to the Buyer under this Agreement which is not assignable without the consent of a third party if that consent has not been obtained and that assignment or attempted assignment would constitute a breach of such Assumed Contract or, in the alternative, if an Assignment Order authorizing and approving the assignment of such Assumed Contract to the Buyer has not been obtained (at the Buyer’s cost). If consents are not obtained, the Buyer may elect to deem such Assumed Contract an Excluded Asset.

### 2.3 Assumed Obligations

In connection with its acquisition of the Purchased Assets, the Buyer will assume the Assumed Obligations on Closing. On Closing, to the extent necessary, the Buyer and Seller will enter into an assumption agreement in form and substance satisfactory to each of the Buyer and the Seller.

The Buyer agrees to pay all necessary costs for curing any defaults, paying any arrears, or performing any obligations under or with respect to the assignment of Assumed Contracts and Assumed Obligations which are necessary in connection with obtaining any Assignment Order with respect to such Contract, or obtaining consent from a third party for the assignment of such Assumed Contract (“Cure Costs”).

### 2.4 Excluded Obligations

Other than the Assumed Obligations, the Buyer will not assume and will not be liable for any other liabilities or obligations of the Seller, which include, but are not limited to, all Claims and Encumbrances arising or accruing from the use of the Purchased Assets or in connection with the Business prior to the Closing (the “Excluded Obligations”), other than the Permitted Encumbrances.

### 2.5 “As is, Where is”

The Buyer acknowledges that the Seller is selling the Purchased Assets on an “as is, where is” basis as they exist on the Closing Date, and that as of the Closing Date, the Seller will have no further liability to the Buyer. The Buyer further acknowledges that it has entered into this Agreement on the basis that the Seller does not guarantee title to the Purchased Assets and that the Buyer has conducted any inspections of the condition of and title to the Purchased Assets that it deemed appropriate, and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Purchased Assets or the right of the Seller to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Buyer. The description of the Purchased Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions.

### 2.6 Purchase Price

The purchase price payable at the Time of Closing by the Buyer to the Seller for the Purchased Assets (the “Purchase Price”) shall be comprised as follows:

- a) assumption of the 222 Secured Debt and any amounts owing under any DIP Facility, plus

- b) the assumption and/or satisfaction of the Assumed Obligations, including the payment of any Cure Costs (or deposit of such Cure Costs with the Proposal Trustee for payment to third parties), and
- c) the Actual Wind Down Funds.

## 2.7 Allocation of Purchase Price

The Purchase Price shall be allocated by the Buyer on Closing, in the Buyer's sole discretion.

## 2.8 Taxes

- 2.8.1 The Buyer will pay upon Closing, in addition to the Purchase Price, all applicable federal and provincial taxes eligible in connection with the purchase and sale of the Purchased Assets, including harmonized sales tax and any other provincial sales tax, and shall provide the Seller with proof of payment of such taxes. Alternatively, where applicable, the Buyer will have the option to furnish the Seller with appropriate exemption certificates which may be jointly filed as necessary.
- 2.8.2 The Buyer agrees to indemnify and save the Seller harmless from and against all claims and demands for payment of all applicable taxes in connection with this Agreement and the Transaction, including penalties and interest and any liability or costs incurred as a result of any failure to pay those taxes when due.

## 2.9 Wind Down Budget

The Parties agree that the Seller shall, with the assistance of the Proposal Trustee, perform an orderly wind-down of the Seller, which wind down may include bankrupting the Seller (the "**Wind Down**"). The cost of the Wind Down shall be agreed upon by the Buyer, Seller and Proposal Trustee on Closing (the "**Wind Down Budget**") and shall be funded by the Buyer as part of the consideration of this Transaction. The Wind Down Budget shall provide payment for:

- (a) remaining priority payables owing by the Seller which rank in priority to the 222 Secured Debt, as detailed in the Wind Down Budget;
- (b) all outstanding reasonable professional fees of the Proposal Trustee (and its counsel) and counsel to the Seller as well as the estimated administration costs of a bankruptcy; and
- (c) any other amounts which the Buyer, Seller and Proposal Trustee agree shall be funded as part of the Wind Down.

On Closing, the Buyer shall transfer to the Proposal Trustee, to be held in trust for the completion of the Wind Down, an amount equal to the Wind Down Budget plus 10% of the Wind Down Budget (the "**Maximum Wind Down Funds**"), which funds shall be used by the Proposal Trustee to fund the Wind Down. The amount of the Wind Down Budget to be funded by the Buyer shall not exceed the Maximum Wind Down Funds.

For greater certainty, the Maximum Wind Down Funds remain the property of the Buyer, and shall only be used by the Seller and/or Proposal Trustee, as applicable, to complete the Wind Down in accordance with this section 2.9 hereof. It is expressly acknowledged and agreed by the Parties and the Proposal Trustee that the Maximum Wind Down Funds are not an asset of the Seller and shall not form part of any estate. The portion of the Maximum Wind Down Funds actually used to complete the Wind Down shall be referred to herein as the “**Actual Wind Down Funds**”. Upon completion of the Wind Down, any funds equal to the Maximum Wind Down Funds less the Actual Wind Down Funds, if any, shall be returned to the Buyer without deduction.

### **ARTICLE 3 EMPLOYEES**

#### **3.1 Employees**

- 3.1.1 The Seller shall, prior to Closing, terminate all employees of the Seller (the “**Seller Employees**”) with effect immediately prior to Closing.
- 3.1.2 Upon the service and filing of the motion for the Approval and Vesting Order, the Buyer shall be entitled to start making written offers of continuing employment, effective as of the Time of Closing and contingent upon the Closing, to: (a) certain of the Seller Employees as determined by the Buyer, in its sole discretion, in respect of Seller Employees who are not represented in their employment by a trade union, on terms and conditions similar to their respective terms and conditions of employment with the Seller existing as of the Closing Date; and (b) certain of those unionized Seller Employees, consistent and in compliance with, and upon terms and conditions provided under the collective agreement applicable to such employee. Each Seller Employee who accepts an offer of employment or who otherwise continues his or her employment with the Buyer after the Closing shall be referred to hereinafter as a “**Transferred Employee**”. Notwithstanding the foregoing, nothing herein shall be construed as to prevent the Buyer, at its sole responsibility, liability and obligation, from terminating the employment of any Transferred Employee, consistent with Applicable Law, at any time following the Closing Date. Buyer shall notify the Seller of the acceptance and rejections of offers of employment that have been received from each of the Employees upon request of the Seller.
- 3.1.3 Commencing on the Closing Date, the Buyer shall provide, or cause to be provided to the Transferred Employees, employee benefit plans commensurate to those benefit plans provided to the Transferred Employees prior to the Closing, as determined by the Buyer in its sole discretion.
- 3.1.4 The Parties agree that nothing in this Section 3.1, whether express or implied, is intended to create any third party beneficiary rights in any Transferred Employee.
- 3.1.5 After the Closing Date, the Buyer shall cooperate with the Seller to provide such current information regarding the Transferred Employees on an ongoing basis as may be necessary to facilitate determinations of eligibility for, and payments of benefits to, the



Transferred Employees under any applicable employee benefit plan that continues to be maintained by the Seller or its affiliates. The Buyer shall permit Transferred Employees to provide such assistance to the Seller as may reasonably be required in respect of claims against the Seller or its affiliates, whether asserted or threatened, to the extent that, in the Seller's opinion, (i) a Transferred Employee has knowledge of relevant facts or issues, or (ii) a Transferred Employee's assistance is reasonably necessary in respect of any such claim.

### **3.2 Employee Liability**

The Buyer will assume and be responsible for:

- 3.2.1 all liabilities for salary, wages, bonuses, commissions, vacation pay, and other compensation and benefits (including accrued vacation and sick days, pension and retirement benefits and pay in lieu thereof, as well as any other benefits and other similar arrangements) relating to the employment of all Transferred Employees from and after the Closing Date;
- 3.2.2 all liabilities for vacation and sick pay and entitlement in respect of Transferred Employees accrued or payable from and after the Closing Date;
- 3.2.3 all severance payments, payments for notice of termination or in lieu of notice of termination, damages for wrongful dismissal and all related costs in respect of the termination by the Buyer of the employment of any Transferred Employee occurring after the Closing Date;
- 3.2.4 all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Transferred Employees from and after the Closing Date; and
- 3.2.5 all employment-related claims, penalties, contributions, premiums and assessments in respect of the Business arising out of matters which occur from and after the Closing Date.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Buyer's Representations and Warranties**

The Buyer represents and warrants to the Seller that:

- 4.1.1 the Buyer is a corporation duly incorporated, organized and subsisting under the laws of the Province of Ontario;
- 4.1.2 the Buyer has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this

Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Buyer;

- 4.1.3 the Buyer is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;
- 4.1.4 to the best of the Buyer's knowledge, no actions or proceedings are pending or have been threatened to restrain or prohibit the completion of the Transaction;
- 4.1.5 this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a Party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Buyer and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Buyer, as the case may be, enforceable in accordance with their terms;
- 4.1.6 the Buyer is not a non-Canadian person as defined in the *Investment Canada Act*;
- 4.1.7 the Buyer is Canadian as defined in the CTA; and
- 4.1.8 the Buyer is or will be registered under Part IX of the *Excise Tax Act (Canada)* on or before the Time of Closing.

## **4.2 Seller's Representations and Warranties**

The Seller represents and warrants to the Buyer that:

- 4.2.1 Subject to any required Court approvals, the Seller has the right to enter into this Agreement and complete the Transaction;
- 4.2.2 the Seller is not a non-resident of Canada within the meaning of that term as used in the *Income Tax Act (Canada)*;
- 4.2.3 the Seller has done no act to encumber the Purchased Assets other than allowing charges created pursuant to Permitted Encumbrances to exist or be formed in the ordinary course;
- 4.2.4 the Seller has not previously sold or done any act to encumber the Purchased Assets; and
- 4.2.5 to the best of the Seller's knowledge, no actions or proceedings are pending and none have been threatened to restrain or prohibit the completion of the Transaction.

## ARTICLE 5 CONDITIONS

### 5.1 Conditions in favour of the Buyer

The obligation of the Buyer to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or prior to the Time of Closing:

- 5.1.1 all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 5.1.2 all deliverables listed in section 6.3 shall have been delivered to the Buyer;
- 5.1.3 the Transportation Licenses shall have been re-issued by Transport Canada;
- 5.1.4 satisfaction of the IATA process required for the transfer/re-issue of the ZX Code;
- 5.1.5 satisfaction of the ICAO process required for transfer/re-issue of the GGN Code;
- 5.1.6 the Seller shall have received either (i) all applicable third party consents required, or (ii) an issued and entered Assignment Order, with respect to the assignment of the those Assumed Contracts attached at **Schedule "A-2"** hereto (the "**Key Assumed Contracts**") effective as of the date of Closing. The Buyer, in its sole discretion, may remove any Key Assumed Contracts from Schedule A-2 at any time prior to Closing. The Buyer, with the consent of the Seller, may designate any Assumed Contract as a Key Assumed Contract prior to Closing;
- 5.1.7 the Seller shall have terminated all Seller Employees, with effect immediately prior to Closing;
- 5.1.8 the Seller Employees listed on **Schedule "D"** attached hereto (the "**Key Seller Employees**") shall be Transferred Employees. The Buyer, in its sole discretion, may remove any Key Seller Employees from Schedule E at any time prior to Closing. The Buyer, with the consent of the Seller, may designate any Seller Employee as a Key Seller Employee prior to Closing;
- 5.1.9 consent of 222 to the assignment of the 222 Secured Debt to the Buyer;
- 5.1.10 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- 5.1.11 the Seller will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- 5.1.12 no material loss or damage to the Purchased Assets when taken as a whole will have occurred on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Buyer. Any condition may be waived by the Buyer in whole or in part. Any such waiver will be binding on the Buyer only if made in writing.

## 5.2 Conditions in favour of the Seller

The obligation of the Seller to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or prior to the Time of Closing:

- 5.2.1 all representations and warranties of the Buyer contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 5.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- 5.2.3 the Buyer will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- 5.2.4 other than as already known by the Buyer, no material loss or damage to the Purchased Assets when taken as a whole will have occurred on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition may be waived by the Seller in whole or in part. Any such waiver will be binding on the Seller only if made in writing.

## 5.3 Conditions—Approval and Vesting Order

The obligations of the Seller and Buyer to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.3.1 an order will have been made by the Court on or before March 16, 2020 approving this Agreement and the Transaction and vesting in the Buyer all the right, title and interest of the Seller in the Purchased Assets free and clear of all liens, security interests and other encumbrances, such order to be substantially in the form of the order attached as Exhibit A, with such minor amendments as agreed to by the Buyer (the “**Approval and Vesting Order**”); and
- 5.3.2 the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the Transaction.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Buyer.



#### **5.4 Non-Satisfaction of Conditions**

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

5.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or

5.4.2 elect on written notice to the other Party to terminate this Agreement before Closing.

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, the Parties may mutually agree in writing to extend such time.

### **ARTICLE 6 CLOSING**

#### **6.1 Closing**

The completion of the Transaction will take place on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing. If an in person closing is required it will take place at the offices of Goldman Sloan Nash & Haber LLP or as otherwise mutually agreed by the Parties. When the conditions set out in Article 5 have been satisfied or waived, the Proposal Trustee will deliver an executed copy of the Proposal Trustee's Certificate to the Buyer. Upon such delivery, the Closing will be deemed to have occurred. The Proposal Trustee or Seller will thereafter promptly file a copy of the Proposal Trustee's Certificate with the Court and provide evidence of such filing to the Buyer.

#### **6.2 Buyer's Deliveries on Closing**

At or before the Time of Closing, the Buyer will execute and deliver to the Seller the following, each of which will be in form and substance satisfactory to the Seller, acting reasonably:

6.2.1 satisfaction of the Purchase Price as contemplated in Section 2.6;

6.2.2 a bill of sale;

6.2.3 a certificate dated the Closing Date, confirming that all of the representations and warranties of the Buyer contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

6.2.4 a certificate dated the Closing Date, confirming that each of the conditions precedent in Section 5.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date;

6.2.5 a certificate addressed to the Proposal Trustee setting out the certifications required by the Proposal Trustee's Certificate;

- 6.2.6 if necessary, payment or evidence of payment of applicable taxes or, if applicable, appropriate tax exemption certificates in accordance with Section 2.8;
- 6.2.7 an assumption agreement as contemplated by Section 2.2 and 2.3;
- 6.2.8 deposit of the Maximum Wind Down Funds with the Proposal Trustee;
- 6.2.9 any Transition Services Agreement for Transition Services agreed on by the Buyer and the Seller; and
- 6.2.10 any other documentation as is referred in this Agreement or as the Seller may reasonably require to give effect to this Agreement or required by Applicable Law or any Governmental Authority.

### **6.3 Seller's Deliveries on Closing**

At or before the Time of Closing, the Seller will execute and deliver to the Buyer the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

- 6.3.1 a bill of sale;
- 6.3.2 the Approval and Vesting Order;
- 6.3.3 one or more Assignment Orders, as may be required by the Buyer;
- 6.3.4 a certificate dated the Closing Date confirming that all of the representations and warranties of the Seller contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- 6.3.5 a certificate dated the Closing Date confirming that each of the conditions precedent in Section 5.2 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- 6.3.6 a certificate addressed to the Proposal Trustee setting out the certifications required by the Proposal Trustee's Certificate;
- 6.3.7 any Transition Services Agreement for Transition Services which have been agreed upon between the Buyer and the Seller;
- 6.3.8 re-issues or transfer of the ZX Code, GGN Code and Transportation Licenses; and
- 6.3.9 any other documentation as is referred in this Agreement or as the Buyer may reasonably require to give effect to this Agreement.

### **6.4 Possession of Assets**

The Seller will remain in possession of the Purchased Assets until the Time of Closing. On Closing, the Buyer will take possession of the Purchased Assets where situate at the Time of Closing. The

Buyer acknowledges that the Seller has no obligation to deliver physical possession of the Purchased Assets to the Buyer. In no event will the Purchased Assets be sold, assigned, transferred or set over to the Buyer until the Buyer has satisfied all delivery requirements outlined in Section 6.2.

## **6.5 Access to and Removal of Assets**

6.5.1 The Buyer may have reasonable access to the Purchased Assets during normal business hours prior to the Time of Closing for the purpose of enabling the Buyer to conduct any inspections of the Purchased Assets as it deems appropriate. Those inspections will only be conducted in the presence of a representative of the Seller if so required at the discretion of the Seller. The Buyer will remove any Purchased Assets from any Seller location it is not going to occupy promptly after closing.

6.5.2 The Buyer agrees to indemnify and save the Seller harmless from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way directly related to the inspection of the Purchased Assets or the attendance of the Buyer, its employees contractors or agents.

## **6.6 Risk**

The Purchased Assets will be and remain at the risk of the Seller until Closing and at the risk of the Buyer from and after Closing. If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then, at its option, the Buyer may decline to complete the Transaction. This option will be exercised by way of written notification, in accordance with Section 7.6, within 10 days after notification to the Buyer by the Seller of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date) in which event this Agreement will be terminated automatically and the Buyer will not be entitled to any compensation. If the Buyer does not exercise this option, it will complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction. Where any damage or destruction is not substantial, as determined by the Seller in its sole opinion, acting reasonably, the Buyer will complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement.

## **6.7 Termination**

If either the Seller or the Buyer validly terminates this Agreement under the provisions of Sections 5.4 or 6.6:

6.7.1 all the obligations of both the Seller and Buyer under this Agreement will be at an end; and

6.7.2 neither Party will have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

## **6.8 Breach by Buyer**

If the Buyer fails to comply with its obligations under this Agreement, the Seller may by notice to the Buyer elect to treat this Agreement as having been repudiated by the Buyer. In that event, the Purchased Assets may be resold by the Seller.

## **ARTICLE 7 GENERAL**

### **7.1 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Seller in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency.

### **7.2 Commission**

The Buyer acknowledges that it has not entered into any agreement with any party resulting in an obligation by the Seller to pay agent fees, broker fees, commissions or other amount payable on the Purchase Price or otherwise in connection with the Transaction, and the Buyer agrees to indemnify the Seller against any claim for compensation or commission by any third party or agent retained by the Buyer in connection with, or in contemplation of, the Transaction.

### **7.3 Confidentiality**

All information exchanged between the Seller and the Buyer in connection with the Transaction will be considered confidential. Any publicity relating to the Transaction and the manner of releasing any information regarding the Transaction will be mutually agreed upon by the Seller and the Buyer, both Parties acting reasonably.

### **7.4 Costs and Expenses**

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the Transaction are to be paid by the Party incurring those costs and expenses.

### **7.5 Time of Essence**

Time is of the essence in all respects of this Agreement.

## 7.6 Notices

Any Communication must be in writing and either:

- 7.6.1 personally delivered;
- 7.6.2 sent by prepaid registered mail; or
- 7.6.3 sent by email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:

Air Georgian Limited  
2450 Derry Road East  
Shell Aerocentre, Mississauga, ON

Attention: Eric Edmondson  
Email: [eedmondson@airgeorgian.ca](mailto:eedmondson@airgeorgian.ca)

with a copy to:

Goldman Sloan Nash & Haber LLP  
480 University Ave., Suite 1600  
Toronto, ON M5G 1V2

Attention: Jennifer Stam  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

to the Buyer at:

2746904 Ontario Inc.  
5430-11 Street NE  
Calgary, AB T2E 7E9

Attention: Oyinkan Obikoya  
Email: [oyinkan.obikoya@bindercapital.ca](mailto:oyinkan.obikoya@bindercapital.ca)



With a copy to

Thornton Grout Finnigan LLP  
100 Wellington Street West, Suite 3200  
Toronto, Ontario M5K 1K7

Attention: Rebecca Kennedy and Rachel Bengino  
Email: [rkennedy@tgf.ca](mailto:rkennedy@tgf.ca) and [rbengino@tgf.ca](mailto:rbengino@tgf.ca)

to the Proposal Trustee at:

KPMG Inc.  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, Ontario M5H 2S5

Attention: Katherine Forbes  
Email: [katherineforbes@kpmg.ca](mailto:katherineforbes@kpmg.ca)

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 7.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by PDF or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 3:00 p.m. (local time in the City of Toronto, Province of Ontario), the Communication will be deemed to have been received on the next Business Day). Any Communication given by registered mail will be deemed to have been received on the fifth (5<sup>th</sup>) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by PDF or other form of electronic communication.

### **7.7 Further Assurances**

Each Party will, at the requesting Party's cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

### **7.8 Amendment and Waiver**

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision

(whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

### **7.9 Submission to Jurisdiction**

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in the courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 7.9, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

### **7.10 Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

### **7.11 Severability**

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.


### **7.12 Counterparts**

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

**AIR GEORGIAN LIMITED**

Per  \_\_\_\_\_  
Name: Eric Edmondson  
Title: President and CEO

**2746904 ONTARIO INC.**

Per \_\_\_\_\_  
Name:  
Title:

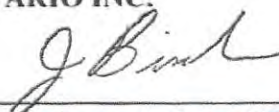


Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

**AIR GEORGIAN LIMITED**

Per \_\_\_\_\_  
Name: Eric Edmondson  
Title: President and CEO

**2746904 ONTARIO INC.**

Per  \_\_\_\_\_  
Name: JOHN BINDER  
Title: PRESIDENT

**SCHEDULE A-1 – ASSUMED CONTRACTS**

**Attached.**

#	Company	Service	Type	Description
1	Apple	Ipod lease - 160k	Contracts	Lease Agreement No. 9957330-001 between Air Georgian Ltd and Apple Canada Inc.
2	Broadconnect Telecom	Phone lines	Contracts	Service Agreement dated October 21, 2014 between Broad Connect Telecom and Air Georgian Ltd.
3	Neopost	Rental of a mail processing station	Contracts	Rental Agreement between NeoPost Canada Limited and Air Georgian Ltd.
4	RecordExpress	Records storage	Contracts	Services Agreement between RecordXpress Inc and Air Georgian Ltd. Dated June 9, 2016
5	Xerox	3 x Leased printers	Contracts	Xerox Lease Order Agreement #F1-78E1Q9 between Air Georgian Ltd. And Xerox Canada Ltd.
6	TeraGo Networks	Broadband	Contracts	Master Service Agreement dated February 22, 2013 between TeraGo Networks In. and Air Georgian Ltd.
7	ASCA Office Solutions of Vaughan, ON	Office Equipment Service Agreement	Contracts	Agreement between ASCA Office Solutions of Vaughan and Air Georgian Ltd effective October 1, 2017
8	Airrow Aviation Software Inc	Software licence agreement	Contracts	End User Licence Agreement dated December 1, 2011 between Airrow Aviation Software Inc. and Air Georgian Ltd.
9	Arlinc	Aeronautical mobile (air-ground-air) Voice Services	Contracts	Arlinc VHF Domestic Voice Service Agreement No. 11615 between ARINC Incorporated and Air Georgian Ltd dated
10	INTELEX	Environmental/H&S software	Contracts	Service Agreement between InteleX Technologies Inc and Air Georgian Ltd.
11	IT Pilots	IT support infrastructure services (workstations, servers, network systems)	Contracts	Information Technology Service Agreement dated February 1, 2016 between Atkinson Computer Developments Incorporated and Air Georgian Ltd.
12	Merlot Aero	SaaS provider for aircraft/crew	Contracts	Supply Agreement (Software as a Service) Merlot.Aero Supply Agreement between Air Georgian Ltd. And Merlot Aero Limited
13	Avanti	Payroll software	Contracts	Avanti Software Hosted Service Agreement dated September 1, 2014 between Air Georgian Ltd. And Avanti Software Inc.
14	Avmax/Wells Fargo (Owner Trustee)	Aircraft lease - Serial number 7107	Contracts	Aircraft lease agreement dated as of March 20, 2014 between Wells Fargo1. Bank Northwest, National Association, not in its individual capacity but solely as owner trustee pursuant to the trust agreement, as lessor and Air Georgian Limited, as lessee concerning one (1) Bombardier Inc. CL-600-2B19 (CRJ-100ER) Aircraft with Two (2) General Electric CF34-3A1 Engines and with Canadian Registrations C-FWRR and Manufacturer's Airframe Serial Number 7107
15	Aerodata	Online License Agreement	Contracts	Online license agreement dated March 6, 2014
17	Piedmont Hawthorne	2450 Derry Road East, Mississauga	Premises	Office and Hangar Lease dated February 20, 2004 between Piedmont Hawthorne Toronto and Air Georgian Limited
18	9310924 Canada Inc.	7270 Torbram Road, Mississauga	Premises	Multi Tenant Industrial Lease for Training Academy
19	RBC Finance	2018 Silverado	Vehicle	
	Avmax	Consignment	Contracts	Consignment Agreement dated as of June 11, 2019

**SCHEDULE A-2 – KEY ASSUMED CONTRACTS****Redacted.**

**SCHEDULE B – HANGAR EQUIPMENT****Attached.**

Air Georgian Limited  
 Hangar Equipment Inventory  
 November 28, 2019

Part Number	Nomenclature	SN	Warehouse Name	Warehouse Shelf	Warehouse Bin
02-0522-0140	JACK, TRON AIR	AA13330209	Toronto	Hangar	Zone 02
02-0525-0100	TRONAIR JACK	1252659109	Toronto	Hangar	Zone 02
02-0536-0100	JACK, TRON AIR	8783-6685	Toronto	Hangar	Zone 02
02-0536-0100	JACK, TRON AIR	8789-6027	Toronto	Hangar	Zone 02
02-1032-0111	JACK, TRON AIR	AGL-027	Toronto	Hangar	Zone 02
02-1040-0111	TRONAIR JACK	AA12660312	Toronto	Hangar	Zone 02
02-7813C0100	Axle Jack	7207151104	Toronto	Hangar	Zone 02
02-7813C0100	Axle Jack	7550160906	Toronto	Hangar	Hangar
02-786200100	TRONAIR JACK	1673110601	Toronto	Hangar	Zone 02
03A5850C0010	TAIL STAND, TRIPOD	6353160401	Toronto	Hangar	Zone 02
06-5022-6600	Hyd. Service Cart	5709170201	Toronto	Hangar	
06-5022-6600	Hyd. Service Cart	5709170203	Toronto	Hangar	
14-6883-0110	TRON AIR JACK, WHEEL LIFTER	AA130500209	Toronto	Hangar	Zone 02
14-6883-0110	TRON AIR JACK, WHEEL LIFTER	1207051101	Toronto	Hangar	
1900D-100	ENGINE/OIL COOLER INLET PLUGS		Toronto	Hangar	6
1900D-110	PROP TIE-DOWN/EXHAUST COVER		Toronto	Hangar	6
1900D-146	INSULATED PROP COVER		Toronto	Hangar	6
2-7813C0100	TRONAIR JACK	67467171004	Toronto	Hangar	Zone 02
20-4504-7000	OXYGEN CART, 4 BOTTLE WITH & WITHOUT BOOSTER		Toronto	Hangar	
20-4504-7000	OXYGEN CART, 4 BOTTLE WITH & WITHOUT BOOSTER	9816161001	Toronto	Hangar	
467750-001	GROUND POWER UNIT	389PA75200	Toronto	Hangar	
601-710008-157	Engine Sbr	DCM56	Toronto	Hangar	
7210-S1	MALABAR JACK	1209	Toronto	Hangar	
7210-S1	MALABAR JACK	1210	Toronto	Hangar	Hangar
7210-S1	MALABAR JACK	1205	Toronto	Hangar	Hangar
B1	LIFT, ORANGE	1179	Toronto	Hangar	Zone 07
CART	PORTABLE WATER	260708185	Toronto	Hangar	Zone 17
DLSS200	PRESSURE GAUGE	E1901652421	Toronto	Hangar	
DLSS200	PRESSURE GAUGE	E1901652368	Toronto	Hangar	
FORKLIFT	FORKLIFT (48V WS)	B639ND1637C	Toronto	Hangar	Hangar
G601-710008-157	SLING-ENGINE	GSE71-00-11	Toronto	Hangar	Zone 17
G601R241101-1	Fixture Assy, IDG Support	D-20	Toronto	Hangar	Zone 02
G601R324001-1	DOLLY; WHEEL AND BRAKE REMOVAL FIXTURE	AGL 101	Toronto	Hangar	
G601R324001-1	DOLLY; WHEEL AND BRAKE REMOVAL FIXTURE	AGL 102	Toronto	Hangar	
G601R324001-1	DOLLY; WHEEL AND BRAKE REMOVAL FIXTURE	DCM-104	Toronto	Hangar	
G601R491001-3	SPREADER BAR	D-43	Toronto	Hangar	Zone 17
G601R541101-1	Sling-Nose Cow	111582-01	Toronto	Hangar	Zone 17
GFC-90G-420RDC	GPU	1700	Toronto	Hangar	
H-2900	HAND PUMP	15041436-0112	Toronto	Hangar	Zone 17
HR2018	HEATER HOSE		Toronto	Hangar	
K-1411	KIT, REPL WAND ASSY		Toronto	Hangar	
K-1710	KIT, ADAPTOR CHALLENGER		Toronto	Hangar	
Maintenance Stand B1	Maintenance Stand B'	8905	Toronto	Hangar	
SJ111-3219	SKYJACK	22013031	Toronto	Hangar	Hangar
SJ114626	SKYJACK	70005978	Toronto	Hangar	
Tow Bar	Tow Bar	312272	Toronto	Hangar	
Trombe Jack	Trombe Jack 20000lbs	AA12340210	Toronto	Hangar	Zone 02
10-4036-0010	LAV CART	1275119204	TORONTO	HANGAR	ZONE 01
VAF3000P	FUEL VENTING MACHINE	618029	TORONTO	HANGAR	ZONE 03
B1	HYDRALLIC STEP LADDER RED	1179	TORONTO	HANGAR	ZONE 05
LCH-5	FORK LIFT BOOM	201822540	TORONTO	HANGAR	ZONE 06
GFC-90G-420RDC	GPU	1700	TORONTO	HANGAR	ZONE 04
60020P	GPU DIESEL	81PS01491	TORONTO	HANGAR	ZONE 04
AGL01	ENGINE BLUE STAND 01	AGL01	TORONTO	HANGAR	ZONE 08
AGL02	ENGINE BLUE STAND 02	AGL02	TORONTO	HANGAR	ZONE 08
AGL03	ENGINE BLUE STAND 03	AGL03	TORONTO	HANGAR	ZONE 08
AGL04	ENGINE BLUE STAND 04	AGL04	TORONTO	HANGAR	ZONE 08
					Total

**SCHEDULE C – OTHER EQUIPMENT****Attached.**



Air Georgian  
 Summary of Furniture and Fixtures  
 Nov. 30, 2019

Date	Description
2000	Purchase
2000	Bob Scott Ref: 9295
2000	Bob Scott Ref: 12461
2000	Amex - Canada Ref: 13354
2000	Bob Scott Ref: 1447
2000	Harrel Ref: 40163
2000	Harrel 40528 - end tables
2000	Harrel 40527 - hutch
2000	Harrel 40526 - installation
2000	Harrel 40564 - chairs, tables etc.
2000	D. Blagden Design - blinds
2000	Harrel 41323 - magazine table
2000	Mult Office - 13814 - tables, chairs
2000	Bob Scott expense - copier
2000	Bob Scott expense - chairs
2000	Bob Scott expense - cabinets
2000	Bob Scott expense - cork board
2000	Bob Scott expense - cabinets
2000	Depreciation Expense- 2000
2001	Bob Scott - Office Chairs (5)
2001	Depreciation Expense- 2001
2002	Paul - Chidena
2002	Den- solutions
2002	Depreciation Expense- 2002
2003	Depreciation Expense- 2003
2004	Depreciation Expense- 2004
2005	Depreciation Expense- 2005
2006	Depreciation Expense- 2006
2007	Depreciation Expense- 2007
2008	Depreciation Expense- 2008
2008	Depreciation Expense- 2008
2010	Business Interiors - POI
2010	Maintenance Cooler
2010	Depreciation Expense- 2010
2010	L. Metcalfe
2011	Barlow
2011	Amex
2011	Barlow
2011	Amex
2011	Depreciation Expense- 2011
2012	Source
2012	Depreciation Expense- 2012
2013	Source
2013	Depreciation Expense- 2013
2014	Source
2014	Depreciation Expense- 2014
2014	Neitech
2014	American Express - Bra W
2014	American Express - Andrew B
2014	Depreciation Expense- 2014
2015	American Express (Sep/14)- Eric ED.
2015	ENV
2015	American Express - Scott. M (May/15)
2015	American Express (Jul/15)- Steve.H
2015	Depreciation Expense- 2015
2016	Julia's Office Furniture & Fixtures
2016	Depreciation Expense- 2016
2017	Depreciation Expense- 2017
1/23/2018	Acadoffice Solution- Various
3/14/2018	Sourceoffice Furnishings- Desks and Chairs
3/19/2018	Acadoffice Solution- EEP2468 in GR2 Fabric
4/13/2018	Sourceoffice Furnishings- Desks and Chairs
4/13/2018	Sourceoffice Furnishings- Desks and Chairs
4/13/2018	Sourceoffice Furnishings- Desks and Chairs
5/31/2018	Amex- Leo-Sourceoffice Furnishings
5/31/2018	Amex- Leo-Sourceoffice Furnishings
6/21/2018	Sourceoffice Furnishings- Desks and Chairs
6/21/2018	Sourceoffice Furnishings- Desks and Chairs
7/30/2018	Amex-Brian May-June-Source Supply office
7/30/2018	Amex-Brian May-June-Source Supply office
7/30/2018	Amex-Brian May-June-Source Supply office
7/30/2018	Amex-Brian May-June-Source Supply office
11/21/2018	Sourceoffice Furnishings- Chair
11/21/2018	Depreciation Expense- 2018
	Ending Balance
	Source Furniture
	Source Furniture
	Source Furniture

Alir Georgian Limited  
Computer Equipment  
November 30, 2019

Asset Tag ID	Asset Photo	Description	Brand	Model	Serial No
00269		Supply Chain Biometric Reader	Suprema Inc.	BioEntryVW	
00268		Hanger Offices Biometric Reader	Suprema Inc.	BioEntryPlus	A36DD02698
00267		Shell AeroCentre Biometric Reader	Suprema Inc.	BioEntryPlus	C10A216260
00266		Server Room Biometric Reader	Suprema Inc.	BioEntryPlus	C10A216179
00265		SOCC Biometric Reader	Suprema Inc.	BioEntryPlus	A36DD01914
00264		Quality Control Biometric Reader	Suprema Inc.	BioEntryPlus	A36DD02639
00263		Maintenance Biometric Reader	Suprema Inc.	BioEntryPlus	8809AD8FMA
00262		Washroom Biometric Reader	Suprema Inc.	BioEntryPlus	C08H093368
00770		Fujitsu Scansnap Scanner	Fujitsu	fi-7160	2166365000296
00769		Fujitsu Scansnap Scanner	Fujitsu	fi-7160	2166365000275
00768		Fujitsu Scansnap Scanner	Fujitsu	fi-7160	
00767		Fujitsu Scansnap Scanner	Fujitsu	fi-7160	
00766		Fujitsu Scansnap Scanner	Fujitsu	fi-7160	
00765	<a href="https://www.mya">https://www.mya</a>	Google Chromecast	Google	Chromecast	
00762		Fujitsu Scansnap Scanner	Fujitsu	Scansnap	
032		Fujitsu Scansnap Scanner	Fujitsu	Scansnap	
00740	<a href="https://www.mya">https://www.mya</a>	Wireless Nano USB Adapter	Fujitsu	Archer T1U	
00739	<a href="https://www.mya">https://www.mya</a>	Wireless Nano USB Adapter	Fujitsu	Archer T1U	
00705	<a href="https://www.mya">https://www.mya</a>	Apple Lightning to USB Cable (1 m)	TP-Link	Archer T1U	
00704	<a href="https://www.mya">https://www.mya</a>	Apple USB Power Adapter	Apple	Archer T1U	
00290	<a href="https://www.mya">https://www.mya</a>	MasterWatt 65 Compact Universal Laptop Adapter	Apple	MasterWatt 65	MPX0651M19YB1162100446
00056	<a href="https://www.mya">https://www.mya</a>	150Mbps Wireless N Nano USB Adapter	Cooler Master	TL-WN725N	TE7WN725N
00055	<a href="https://www.mya">https://www.mya</a>	Wireless N Nano USB Adapter	TP-Link	BE112230-08	E152555
00054	<a href="https://www.mya">https://www.mya</a>	Lightning to USB Cable (1 m)	Belkin	EX100-C7	
00052	<a href="https://www.mya">https://www.mya</a>	Shredder	APC	Swingline	
00051	<a href="https://www.mya">https://www.mya</a>	UPS	APC	APC	
00047	<a href="https://www.mya">https://www.mya</a>	YYC UPS	Lenovo	ES 550	00423154
00046	<a href="https://www.mya">https://www.mya</a>	YYC Maintenance Keyboard	Logitech	SK-9825	14311z02mf18
00042	<a href="https://www.mya">https://www.mya</a>	YYC Mouse	Lenovo	M-R0001	4F206H4154B
00041	<a href="https://www.mya">https://www.mya</a>	YYC Wired Mouse	Lenovo	MSU1175	0007483
00038	<a href="https://www.mya">https://www.mya</a>	YYC Maintenance Keyboard	Lenovo	KB1021	1S54Y94005221851E
00036	<a href="https://www.mya">https://www.mya</a>	YYC Maintenance Keyboard	Lenovo	KU-0225	100402726
00035	<a href="https://www.mya">https://www.mya</a>	YYC Mouse	Velocity	E1000	00428420
00026	<a href="https://www.mya">https://www.mya</a>	YYC Pilot Keyboard	Lenovo	SK-9825	0362200593083
00866	<a href="https://www.mya">https://www.mya</a>	YYC Crew Room Keyboard	Microsoft	Comfort Curve 3000 - 1462	SMJ02PNDH
00865	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG00CJ8J
00875	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SPK30G8N
00674	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkPad	M83	1S10AL0009USMG00062Y
00669	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M700	SMJ04NZ38
00656	<a href="https://www.mya">https://www.mya</a>	ThinkCentre M700	Lenovo ThinkCentre	M700	SMJ04NZ39
00655	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG002UFL
00654	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG002UF3
00653	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG002UET
00648	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG002UEJ
00647	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG001JBW
00646	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG0052X
00645	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMJ00AZY4
00644	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMJ00CSNS
00643	<a href="https://www.mya">https://www.mya</a>	Thin Client	HP	T530	8CG8221QYN
00641	<a href="https://www.mya">https://www.mya</a>	Thin Client	HP	T520 THIN CLIENT	MXL71417F5
00639	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG00BLSH
00633	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG002UF1
00631	<a href="https://www.mya">https://www.mya</a>	ThinkCenter TS M73 15 4GB 500GB	Lenovo ThinkCentre	M73	SMG00JHKO
00630	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M82 Tower	Lenovo ThinkCentre	M82	SMJ09LCL
00622	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M82 Tower	Lenovo ThinkCentre	M82	SMJ09LCX
00621	<a href="https://www.mya">https://www.mya</a>	ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMJ01UQFV
			Lenovo ThinkCentre	M83	SMJ00NS8K

00620	Lenovo ThinkCenter M83 Mini Tower (YYC Server)	Lenovo ThinkCentre	M83	SMJ00NS6B
00619	Lenovo ThinkCenter M82 Tower	Lenovo ThinkCentre	M82	SMJ09LQW
00618	Lenovo ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG0004Z1
00616	Lenovo ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMG000DNF
00607	Lenovo ThinkCenter M83 Mini Tower	Lenovo ThinkCentre	M83	SMJ024HQL
00606	Lenovo ThinkCenter M83 Mini Tower DESKTOP	Lenovo ThinkCentre	M83	SMG001JBZ
00605	Lenovo ThinkCenter M83 Mini Tower DESKTOP	Lenovo ThinkCentre	M83	SMG001JBV
00604	Lenovo ThinkCenter M83 Mini Tower DESKTOP	Lenovo ThinkCentre	M83	SMG001JED
00603	Lenovo ThinkCenter M83 DESKTOP	Lenovo ThinkCentre	M83	SMG001JFT
00602	Lenovo ThinkCenter M83 Mini Tower DESKTOP	Lenovo ThinkCentre	M83	SMG001JFU
00334	https://www.myaAGLLAPTOP057	HP	M83	5CD93565LJ
00333	https://www.mya HP T530 Thin Client	HP	T530	8CG81147BX
00332	https://www.mya HP T530 Thin Client	HP	T530	8CG8221QYR
00331	https://www.mya HP T530 Thin Client	HP	T530	8CG8221QYT
00330	https://www.mya HP T530 Thin Client	HP	T530	8CG81147BW
00329	https://www.mya HP T530 Thin Client	HP	T530	8CG81147BQ
00328	https://www.mya HP T530 Thin Client	HP	T530	8CG81147BR
00220	AG-TRAVIS			
00219	CA1			
00218	AG-TERMINAL1			
00217	AG-PILOT1			
00216	AGLDESKTOP-T1-2			
00215	OPS-TV			
00214	OPSDISPLAY			
00213	AGLDESKTOP003			
00212	SABRECOMM			
00211	AG-NAUFI1			
00210	LMETCALFE4			
00209	CREWSKED7			
00208	DISPATCHTRANS			
00205	AGLDESKTOP014			
00202	AG-LAVEENA			
00164	AGLDESKTOP020			
00144	JUNAI01			
00143	AGLDESKTOP007			
00142	AGLDESKTOP018			
00141	AGLDESKTOP011			
00140	AGLDESKTOP023			
00139	AGLDESKTOP010			
00133	https://www.myaAGLDESKTOP012			
00132	HPTST1			
00131	AGLDESKTOP009			
00130	AGLDESKTOP008			
00120	https://www.myaAGLDESKTOP-T1-1			
00118	AGLDESKTOP024			
00086	AGLDESKTOP019			
00085	AGLDESKTOP017			
00084	CLASSROOM			
00083	AGLDESKTOP005			
00082	AGLDESKTOP006			
00081	AGLDESKTOP002			
00080	AG-CLASSROOM			
00079	AGLDESKTOP013			
00078	AG-STORES3			
00077	AG-MCC2			
00076	AG-HANGAR			
00075	AG-STORES			
00074	AG-LISA			
00073	MAINT3			
00072	AGLDESKTOP022			
00071	AG-STEVEH			
00070	AG-DISPATCH			
		Dell	Vostro 470	4YSCSW1
		Dell	Vostro 470	4TLRPAW1
		HP	ProDesk 400 G4 SFF	MXL7080PS2
		Dell	OptiPlex 9010	1XC8VV1
		Dell	OptiPlex 3010	3WWJ8Y1
		Dell	OptiPlex 3010	4YNS9Y1
		Dell	OptiPlex 3010	4YXR9Y1
		Dell	OptiPlex 3010	4YWR9Y1
		HP	EliteDesk 800 G3 SFF	3WKJ8Y1
		HP	EliteDesk 800 G2 TWR	2UA7221HYG
		HP	EliteDesk 800 G2 SFF	MXL6493K9N
		HP	EliteDesk 800 G2 SFF	2UA6201J6W
			S20 Xeon	2UA6201J72
			3302F3U	1S4157PN9MJPZZVO
			10M7003QJUS	MJ09LCW
			10GT002SUS	MJ06190D
			10GT002SUS	MJ04NZ39
			10FY0013US	MJ03QBPL
			10B6001SUS	MJ03NK53
			10B6001SUS	MG00JHKD
			10AL0009US	MG000DKG
			10AL0009US	MG00BLSH
			10AL0009US	MG002UF1
			10AL0009US	MG001JFT
			10AL0009US	MJ024HQL
			10AL0009US	MG001JBY
			10AL0009US	MJ00AZY4
			10AL0009US	MG0004Z1
			10AL0009US	MJ00CSNS
			10AL0009US	MG00052Y
			10AL0009US	MG000DNF

00069	CREWSKED8	Lenovo ThinkCentre	10AL0009US	MG001JBZ
00068	OPERATIONS-002	Lenovo ThinkCentre	10AL0009US	MJ02PNDH
00067	AG-TRENT	Lenovo ThinkCentre	10AL0009US	MG001J8D
00066	QA8	Lenovo ThinkCentre	10AL0009US	MG002JFL
00065	AG-ACCOUNTING	Lenovo ThinkCentre	10AL0009US	MG002UEJ
00064	OPERATIONS-001	Lenovo ThinkCentre	10AL0009US	MG000CJ8J
00063	AG-ACFRONTDESK	Lenovo ThinkCentre	10AL0009US	MG002JET
00062	QA7	Lenovo ThinkCentre	10AL0009US	MG002JF3
00061	AG-CREWCHIEF	Lenovo ThinkCentre	10AL0009US	MG001JFU
00060	AGLDESKTOP025	Lenovo ThinkCentre	10AL0009US	MG002JGR
00059	AG-JESSICA	Lenovo ThinkCentre	10AL0009US	MG001JBW
00058	AG-QA5	Lenovo ThinkCentre	10AL0009US	MG00052X
00057	AGLDESKTOP004	Asus	DH-65PJ	MG001JED
00024	https://www.mya YYCRamp	Lenovo ThinkCentre	10AM000VUS	MG00HRSC
00017	https://www.mya AGLDESKTOP001	Lenovo ThinkCentre	10AL0009US	MJ00NS8K
00015	https://www.mya AG-YYC-CBROWN	Lenovo ThinkCentre	3302F3U	MJ08LCA
00014	https://www.mya AG-YYC-STORES	Lenovo ThinkCentre	3570	MJ09LCM
00013	AG-YYC-CREWCHIE	Lenovo ThinkCentre	3302F3U	MJ09LCL
00012	https://www.mya AG-YYC-CHRIS	Lenovo ThinkCentre	10AL0009US	MJ01UQFY
00010	https://www.mya AG-YYC-PILOTS	Lenovo Thinkpad	OneLink Pro Dock DU9033S1	8SSD20J15527LP5B063S 821
00756	https://www.mya Lenovo Dock	Polycom	VVX 601	64167 F373242
00750	Polycom VVX 601	Apple	A1717	8846259831
00749	iPhone Lightning Dock Space Gray	Lenovo	DK1523	8SSD20H10968UU500KUW
00741	https://www.mya Lenovo ThinkPad USB 3.0 Ultra Dock	IOGear	Compact USB Docking Station	CU81USC9801075
00307	https://www.mya IOGear Compact USB Docking Station	IOGear	USB 3.0 Universal Dock	CU711USN3100440
00306	https://www.mya IOGear USB 3.0 Universal Dock Station	Lenovo Thinkpad	Routerboard.com	8SSD20J15527LP5B1UOT B10
00006	https://www.mya Dock	Jabra	Biz 2300	10.20.30.1 (137)
00018	Firewall	Plantronics	SupraPlus HW251	00048768077
00774	Jabra Biz 2300 Headset	Jabra	Jabra	05YJEU
00772	Plantronics SupraPlus HW251	Jabra	OBIA242L1JB	0BIA27DL1JB
00708	Jabra 6FT QD Mod Plug	Jabra	OBIA89Q84JB	00048669960
00707	Jabra 6FT QD Mod Plug	Jabra	00048767958	00048767568
00706	Jabra Biz 2300 Headset	Jabra	00048768063	00048768084
00703	Jabra Biz 2300 Headset	Jabra	NP-N310	ZM4993CSE00047e
00702	Jabra Biz 2300 Headset	Samsung	MUXF2VCA	DMPY F0C4LMV7
00701	Jabra Biz 2300 Headset	HP	Probook 450 G6	5CD83385Y9
00700	Jabra Biz 2300 Headset	Microsoft	Surface 2	0040316S0357
00699	Jabra Biz 2300 Headset	Microsoft	Surface Pro (5th Gen)	020646373153
00698	Samsung N310 Netbook	Lenovo ThinkPad	E550	SPF0CVBR0
00773	Laptop	Lenovo ThinkPad	E550	SPF0CVBQ4
036	https://www.mya iPad Mini 5 w/ Cellular	Lenovo ThinkPad	E550	SPF0CSCHQ
00757	https://www.mya HP Probook 450 G6	Lenovo ThinkPad	E550	SPF0CSCHT
00755	https://www.mya AGLLAPTOP058	Lenovo ThinkPad	E550	SPF0B37BL
00738	https://www.mya AGLSURFACE001	Lenovo ThinkPad	E550	SPF0B34GW
00737	Lenovo ThinkPad E550	Lenovo Thinkpad	TS X1	SR90HGK5B
00684	Lenovo ThinkPad E550	Lenovo Thinkpad	T430S	SPK1K39W
00683	Lenovo ThinkPad E550	Lenovo Thinkpad	ProBook 440-G5	5CD8635LJ
00682	Lenovo ThinkPad E550	Lenovo Thinkpad	M83	SMG00HRSC
00681	Lenovo ThinkPad E550	Lenovo Thinkpad	T430S	SPK1MKWR
00680	Lenovo ThinkPad E550	Lenovo Thinkpad	E560	SPF0GETZY
00679	Lenovo ThinkPad E550	Lenovo Thinkpad	E560	SPF0GEV2P
00678	Lenovo ThinkPad	Lenovo Thinkpad	E560	SPF0GEL6Y
00672	HP ProBook PB440G5	Lenovo Thinkpad	E560	SPF0GEL0N
00671	Lenovo ThinkCentre 10AM000VUS TS M83	Lenovo Thinkpad	EDGE 540	SPF0GETYC
00667	Lenovo ThinkPad T 430s	Lenovo Thinkpad	T530	PF00P55E
00666	Lenovo ThinkPad Notebook E560	Lenovo Thinkpad	T430S	SPK2K1M7
00665	Lenovo ThinkPad Notebook E560	LEVENO		1S2356H8UR9WRRNF
00664	Lenovo ThinkPad Notebook E560			
00663	Lenovo ThinkPad Notebook E560			
00662	Lenovo ThinkPad Notebook E560			
00661	Lenovo ThinkPad Notebook E560			
00650	Lenovo ThinkPad Edge 540			
00649	Lenovo ThinkPad T530			
00642	Lenovo ThinkPad T430s - i5 2.6GHz - 8gb RAM - 250gb HDD - 7 pro			





00117	AG-SPETERS	Lenovo ThinkPad	2488CTO (L430)	PK1ZG0R
00116	AG-DAN	Lenovo ThinkPad	2359CTO (T530)	PK1ZK62
00115	AGLLAPTOP020	Lenovo ThinkPad	2359CTO (T530)	R9RBF62
00114	AGLLAPTOP029	Lenovo ThinkPad	2359CTO (T530)	PK2K1M7
00113	AGLLAPTOP049	Lenovo ThinkPad	2359CTO (T530)	R9WRRNF
00112	AG-JULIA	Lenovo ThinkPad	2352CTO (T430)	PK1MKWR
00111	AG-RITA1	Lenovo ThinkPad	2352CTO (T430)	PK1K39W
00110	AGLLAPTOP053	Lenovo ThinkPad	20K4002HUS (X1 Carbon)	PF196BBT
00109	AGLLAPTOP042	Lenovo ThinkPad	20K4002HUS (X1 Carbon)	PF12FJCP
00108	AGLLAPTOP022	Lenovo ThinkPad	20EV002JUS (E560)	PF0GETZV
00107	AGLLAPTOP023	Lenovo ThinkPad	20EV002JUS (E560)	PF0GEUJN
00106	AGLLAPTOP024	Lenovo ThinkPad	20EV002JUS (E560)	PF0GEU6Y
00105	AGLLAPTOP025	Lenovo ThinkPad	20EV002FUS (E560)	PF0GETYC
00104	AGLLAPTOP021	Lenovo ThinkPad	20EV002FUS (E560)	PF0GBD7Y
00103	AGLLAPTOP018	Lenovo ThinkPad	20EV002FUS (E560)	PF0GBD8T
00102	AGLLAPTOP016	Lenovo ThinkPad	20DF0040US (E550)	PF0B37BL
00101	AGLLAPTOP017	Lenovo ThinkPad	20DF0040US (E550)	PF0B34GW
00099	AGLLAPTOP006	Lenovo ThinkPad	20DF0040US (E550)	PF0CSCHQ
00098	AGLLAPTOP003	Lenovo ThinkPad	20DF0040US (E550)	PF0CVC8R0
00097	AGLLAPTOP002	Lenovo ThinkPad	20DF0040US (E550)	PF0CSC7H
00096	AGLLAPTOP001	Lenovo ThinkPad	20DF0040US (E550)	PF0CVC8Q4
00095	AGLLAPTOP005	Lenovo ThinkPad	20DF0040US (E550)	PF01888E
00094	AGLLAPTOP059	Lenovo ThinkPad	20C60088SUS (E540)	PF00P5AE
00093	AG-KRISTINE2	Lenovo ThinkPad	20C60088SUS (E540)	PF00P50J
00092	AGLLAPTOP012	Lenovo ThinkPad	20C60088SUS (E540)	PF01KY7F
00091	AG-LINDSAY	Lenovo ThinkPad	20C60088SUS (E540)	PF00P2YZ
00090	AG-ANDRE	Lenovo ThinkPad	20C60088SUS (E540)	PF00X5UZ
00089	AG-ANDRE	Lenovo ThinkPad	20B8S0031US (X1 Carbon)	R90HGK58
00088	AG-ANDRE	Lenovo ThinkPad	20B8S0031US (X1 Carbon)	R90HKS0S
00087	AGLLAPTOP007	Lenovo ThinkPad	2242CTO (T500)	L3AEK8P
00086	AG-YYC-GPS	Dell	Vostro 3550	CTL9LR1
00085	AGLLAPTOP014	Panasonic	Toughbook CF-54A9619CM	5HTVWA12988
00084	AGLLAPTOP043	Lenovo	E560	20EV002JUS
00083	AGLLAPTOP024	HP	LaserJet pro MFP M227FDW	VND3C26212
00744	HP LaserJet pro MFP M227FDW	HP	LaserJet pro MFP M227FDW	VND3C26212
00677	Acer G226HQL	ACER	G226HQL	MMLYLA0015230BB128502
00676	Acer G226HQL	Acer	G226HQL	MMLYLA0015230BF88502
00673	Acer S220HQLbd	Acer	S220HQL	ETLTKOR01231203CBE2401
00670	BenQ 24" WLED 1080P	BENQ	1080P	ETAG801334SL0
00660	Acer G226HQL MONITOR	Acer	G226HQL	MMLYLA0015411B01B8502
00659	ACER G226HQL MONITOR	Acer	G226HQL	MMLYLA0015411B0128502
00658	Acer G226HQL MONITOR	Acer	G226HQL	MMLYLA0015411ADB78502
00657	Acer S220HQLbd MONITOR	Acer	S220HQL	MMLYKA00143409CC8503
00652	Acer S220HQLbd MONITOR	Acer	S220HQL	ETLTKOR012312038C92401
00651	Acer S220HQLbd MONITOR	Acer	S220HQL	MMLYKA00143409CC8503
00638	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	MMLYKA00143409CC8503
00637	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR01234101EFD2442
00636	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR01234101EFC2442
00632	Acer G226HQL 22" WS LED 1920 x 1080 MONITOR	Acer	G226HQL	MMLYLA001233403B7408500
00629	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR0123120388E2401
00628	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	MMLYLA001233403F482442
00627	Asus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	Asus	VE2228H	ETLTKOR01233403F412442
00613	Acer S220HQLbd MONITOR	Acer	S220HQL	H7LMQS139161
00610	Acer G226HQL MONITOR	Acer	G226HQL	MMLYKA001430077918503
00601	Acer V226HQL MONITOR	Acer	V226HQL	MMLYLA0015480D37D8502
00600	Acer V226HQL MONITOR	Acer	V226HQL	33004681585
00599	Acer V226HQL MONITOR	ACER	V226HQL	33004592885
00598	Acer V226HQL MONITOR	Acer	V226HQL	33004592185
00597	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR0123410222D2442
00596	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR012341021F52442
00595	Lenovo M710S i7 W10 Pro64	LENOVO	M710S i7 W10 Pro64	SMJ06190D
00594	Acer S220HQLbd 21.5" LED LCD Monitor	Acer	S220HQL	ETLTKOR0123120388E2401

00593	Acer S220HQLbd 21.5" LED LCD Monitor	ACER	S220HQL	ETLTKORO12312038C62401
00591	ASUS Monitor	Asus	21.5" LED LCD Monitor	J8LMQS156659
00590	ASUS LCD MONITOR	Asus	VH192D	A6LMIZ026992
00589	ASUS LCD MONITOR	Asus	VH192D	A6LMIZ026986
00549	Dell Monitor	Dell		
00543	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa0015480cd688502
00514	LG FLATRON W2242TQ-BF	LG	FLATRON W2242TQ-BF	807ndz96333
00500	ACER S220HQL Monitor	ACER	S220HQL	Etlhkor012130060e42400
00499	ASUS VE278 Monitor	Asus	Ve278	Hblmif008391
00487	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	807ndr96326
00466	LG FLATRON W2243T-PF Monitor	LG	FLATRON W2243T-PF	108ndgjf2479
00465	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	807nday97376
00484	ACER S220HQL Monitor	ACER	S220HQL	Mmlyaa001430077918503
00483	LG FLATRON W2243T-PF Monitor	LG	FLATRON W2243T-PF	109ndrbpgd741
00482	ACER S220HQL Monitor	ACER	S220HQL	Etlhkor0123410222e2442
00481	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	805ndzj67349
00480	ACER V226HQL LCD Monitor	ACER	V226HQL	Mmt0vaaa00444101b5f2421
00479	LG FLATRON W2244T-PF Monitor	LG	FLATRON W2244T-PF	011ndjk3100
00478	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	905ndnu7m11
00477	SAMSUNG BX2250 Monitor	Samsung	Bx2250	Z2pohck6300602y
00476	ACER G226HQL LCD Monitor	ACER	G226HQL	Mmlyaa00152230bb128502
00475	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	004ndhucd855
00474	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	907ndwep089
00473	LG FLATRON W2244T-PF Monitor	LG	FLATRON W2244T-PF	011ndrf3j222
00472	ACER K272HL Monitor	ACER	K272HL	Mmt67aa00164607c548532
00471	ACER V276HL LCD Monitor	ACER	V276HL	Mmlyaa00143514c964206
00470	ACER G226HQL Monitor	ACER	G226HQL	Mmlyaa0015480437e8502
00469	LG FLATRON W2243T Monitor	LG	Flatron W2243t	106img4u535
00468	LG FLATRON W2242TQ-BF Monitor	LG	FLATRON W2242TQ-BF	805ndyge5930
00467	LG FLATRON W2243T Monitor	LG	FLATRON W2243T	103mar3rn800
00466	ACER V226HQL Monitor	Acer	V226HQL	Mmly7aa0053300b3618540
00465	ASUS VE228 Monitor	Asus	Ve2228	h7lmsc139161
00464	LG FLATRON W2242TQ-BF Monitor	LG	Flatron W2242TQ-BF	907ndkck6k421
00463	LG FLATRON W2242TQ Monitor	LG	Flatron W2242TQ	003ndnu1e263
00462	LG FLATRON W2242TQ Monitor	LG	Flatron W2242TQ	003ndmt1e235
00461	LG FLATRON W2243T Monitor	LG	Flatron W2243T	106mub4u534
00460	CMV CM-926D Monitor	CMV	CM-926D	A190e1-h21
00459	AOpen F95GS Monitor	AOpen	F95gs	54600124le46
00458	ACER G226HQL Monitor	Acer	G226HQL	Mmlyaa0015320b7248500
00457	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa001613043718500
00456	HP Elite Desktop	HP	Elite desktop	3cm647005s
00455	HP Elite Display Monitor	HP	Elite display	
00454	ACER S220HQL Monitor	Acer	S220HQL	Etlhkor012341021fa2442
00453	ACER S220HQL Monitor	Acer	S220HQL	Etlhkor012341022052442
00452	ACER S220HQL Monitor	ACER	S220HQL	Etlhkor012341021f42442
00451	ACER G226HQL Monitor	ACER	G226HQL	Mmlyaa0015420a6728502
00450	ACER G226HQL Monitor	ACER	G226HQL	Mmlyaa0015360ca468502
00449	ACER G226HQL Monitor	ACER	G226HQL	Etlhkor01233403fa2442
00448	ACER S220HQL Monitor	ACER	S220hql	Mmlyaa001547123518500
00447	ACER G226HQL Monitor	ACER	G226HQL	Etlhkor012341021ce2442
00446	ACER S220HQL Monitor	ACER	S220HQL	Etlhkor0123410222D2442
00445	ACER S220HQL Monitor	ACER	S220hql	Etlhkor01233403fdq2442
00444	ACER S220HQL Monitor	Acer	S220hql	
00443	ACER S220HQL Monitor	Acer	S220hql	
00442	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa001532087408500
00441	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa0015480cd778502
00440	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa0015360ca498502
00439	ACER S220HQL Monitor	Acer	S220hql	Etlhkor0123120389b2401
00438	ASUS VE228 Monitor	Asus	Ve228	H8lmsg014133
00437	ASUS VE228 Monitor	Asus	Ve22&	H8lmsg014114
00436	ACER G226HQL Monitor	Acer	G226hql	Mmlyaa0015480cd748502
00435	SAMSUNG Monitor	Samsung		Aq22h9nq602189p
00434	ACER G226HQL Monitor	Acer	G226HQL	Mmlyaa001613042f8500



00433	LG FLATRON W2242TQ-BF Monitor	LG	Flatron W2242TQ-BF	807ndwe97353
00432	ASUS VE228 Monitor	Asus	VE228	Gaimqs120850
00431	ASUS VE228 Monitor	Asus	VE228	Gcilmqs094898
00430	ACER S220HQL Monitor	Acer	S22HQL	Etlhk01012312038A72401
00429	ACER S220HQL Monitor	Acer	S220HQL	Etlhk0101233403bac2442
00428	ACER S220HQL Monitor	ACER	S220HQL	Etlhk01012341021452442
00427	ACER G226HQL Monitor	ACER	G226HQL	Mmyyaa0015411b01b8502
00426	BENQ GL2460-B Monitor	Benq	GL2460-B	Eta8g0204280
00425	LG Flatron E2242TC Monitor	LG	Flatron E2242TC	301nddm1h898
00424	ACER G226HQL Monitor	Acer	G226HQL	Mmyyaa0015411b01c6502
00423	ASUS VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	Asus	VE228	J4LLMQS110140
00421	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01234101EC82442
00420	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01234101F152442
00419	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R012312038C62401
00418	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015420A5AC8502
00417	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015480D8502
00416	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0016130438E8500
00415	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01231203CBE2401
00414	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R0123410231E2442
00413	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R0123123120388E2401
00412	ASUS VE228 Monitor	Asus	VE228	GCLMQS071940
00411	ACER G247HYL	Acer	G247HYL	MMT2PAA00273502B102444
00410	ACER G247HYL Monitor	Acer	G247HYL	MMT2PAA00270808E4E2444
00409	BENQ GL2460-B	BENQ	GL2460-B	ETABG01936SL0
00408	BENQ GL2460-B	BENQ	GL2460-B	ETABG01223SL0
00407	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015411B0128502
00406	LG FLATRON W2244T-PF	LG	Flatron W2244t	011NDZJH773
00405	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015480CD598502
00404	HP ELITEDISPLAY E2711 LED BACKLIT MONITOR	HP	ELITEDISPLAY E2711 LED	3CM63814RZ
00403	ACER K272HL Monitor	Acer	K272HL	MMT67AA001631109578531
00402	LG FLATRON W2244T-PF Monitor	LG	Flatron W2244t	011ndk3t925
00401	HP Monitor	HP	Flatron W2242TQ	3CM63814RK
00400	HP Monitor	HP	Flatron W2242TQ	CNC7370V76
00399	HP FLATRON W2242TQ-BF Monitor	HP	Flatron W2242TQ	003ND9F1E269
00398	HP Monitor	HP	Flatron W2242TQ	CNC7370Z1M
00397	HP Monitor	HP	Flatron W2242TQ	cnc67370vc
00396	LG FLATRON W2242TQ-BF	LG	Flatron W2242TQ	807NDH-B96329
00395	LG FLATRON W2242TQ-BF Monitor	LG	Flatron W2242TQ	905ndxq7634
00394	LG FLATRON W2242TQ-BP Monitor	LG	Flatron W2242TQ	905NDPH7N464
00392	LG FLATRON W2242TQ Monitor	LG	Flatron W2242TQ	905NDCR7M123
00391	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015480EF8E8502
00390	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015360C81C8502
00389	ACER G226HQL Monitor	Acer	G226HQL	MMLYLA0015420A5AE8502
00388	ACER G215H Monitor	Acer	G215H	ETLJ90D00210603D7C8512
00387	BENQ GL2460-B Monitor	BENQ	GL2460-B	eta8g01938s0
00386	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01234101F022442
00385	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01234101F122442
00384	ACER S220HQL Monitor	Acer	S220HQL	907NDAY6K424
00383	LG FLATRON W2242TQ-BF Monitor	Acer	Flatron W2242TQ	MMTOWAA00444101B3E2421
00382	ACER V228HQL Monitor	LG	V228HQL	BEJW2242TT
00381	LG FLATRON W2242TQ Monitor	LG	Flatron W2242TQ	210NDPH8V088
00380	LG FLATRON E2242TC Monitor	ASUS	FLATRON E2242TC	GCLMQS071942
00379	ACER S220HQL Monitor	Acer	S220HQL	ETLTK0R01213005FD92400
00378	ASUS V5278	Acer	V5278	93lrqs011737
00377	BENQ GL2460-B Monitor	BENQ	GL2460-B	ETABG01214SL0
00376	BENQ GL2460-B Monitor	BENQ	GL2460-B	ETABG01324SL0
00375	LG FLATRON W2242TQ	BENQ	GL2460-B	912NDUNF2294
00374	ACER G226HQL Monitor	LG	G226HQL	MMLYLA0015411AD878502
00373	LG FLATRON W2242TQ	LG	Flatron W2242TQ	809NDXQ42554
00372	LG FLATRON W2242TQ	LG	Flatron W2242TQ	807NDCR97363
00371	LG FLATRON W2242TQ Monitor	LG	Flatron W2242TQ	004NDLSDG800
00370	ACER S22HQL Monitor	ACER	S22HQL	etlhk010123410217e2442
00369	ACER S22HQL Monitor	Acer	S220HQL	ETLTK0R012312038E12401

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00368	ACER S22HQL Monitor	ACer	S220HQL	ETLTK0R01231203CBB2401
00367	ACER S22HQL	ACer	S220HQL	MMLYKAA001434096C88503
00366	ACER G22HQL Monitor	ACer	G226HQL	ETLJ90D002106030768512
00365	LG FLATRON E2242TC Monitor	LG	FLATRON E2242TC	210NDXQ9V082
00364	ACER S22HQL Monitor	ACer	S220HQL	eIHK01012341025662442
00363	LG FLATRON W2242TQ	LG	Flatron W2242TQ	905NDFV7K011
00362	LG FLATRON W2242TQ	LG	Flatron W2242TQ	912ndgI9867
00361	ACER A220HQL Monitor	ACer	S220HQL	ETLTK0R0123410222A2442
00360	ASUS VE228 Monitor	ASUS	VE228	GCLMQS084892
00359	ACER G226HQL Monitor	ACer	G226HQL	MMLYLA0015230BD988502
00358	ACER V226HQL Monitor	ACer	V226HQL	MMLYTA0053300B3688540
00357	ACER V226HQL Monitor	ACer	V226HQL	MMLY7AA0053300836A8540
00356	ACER S220HQL Monitor	ACer	S220HQL	eIHK0101231203cbI2401
00355	ACER S220HQL Monitor	ACer	S220HQL	ETLTK0R01231203F152401
00354	ACER S220HQL Monitor	ACer	S220HQL	ETLTK0R012341021F52442
00353	LG FLATRON E2242TC-BN	LG	FLATRON E2242TC	301NDMT1H899
00351	ACER V226HQL Monitor	ACer	V226HQL	MMTOWAA00444101B072421
00350	ACER V226HQL Monitor	ACer	V226HQL	MMLY7AA0053300B6DF8540
00349	ACER S220HQL	ACer	S220HQL	ETLTK0R012238089F7400
00348	ASUS VE228 Monitor	ASUS	VE228	J2LMQSO46192
00347	ASUS VE228 Monitor	ASUS	VE228	J2LMQSO46206
00346	ASUS VE228 Monitor	ASUS	VE228	J2LMQSO46190
00345	ASUS VE228 Monitor	ASUS	VE228	ETLTK0R012130060262400
00344	ACER S22HQL Monitor	ACer	S220HQL	MMLYKAA001434096238503
00343	ACER S220HQL Monitor	ACer	S220HQL	011NDNUJH783
00342	LG FLATRON W2244T-PF Monitor	LG	Flatron w2244t	ETLTK0R012312038942401
00341	ACER S220HQL Monitor	ACer	S220HQL	MMLYKAA001430077F6503
00340	ACER S220HQL Monitor	ACer	S220HQL	ETLTK0R012238089EE2400
00339	ACER S22HQL Monitor	ACer	V276HL	MMT4JAA00180104E88511
00338	https://www.myaAcer V276HL Monitor	ACer	VE228	J6LMQS106388
00337	https://www.myaAsus VE228 22" Monitor	ASUS	VE228	ETLTK01234101EFD2442
00336	https://www.myaAcer S220HQL 22" Monitor	ACer	SS220HQL	ETLTK0R01234101F102442
00335	https://www.myaAcer S220HQL 22" Monitor	ACer	SS220HQL	712NDP-H728
00325	https://www.mya LG Flatron L226WTY Monitor	LG	Flatron L226WTY	H7LMQS139188
00324	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H4LMQS142607
00315	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H4LMQS142591
00313	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H4LMQS142596
00312	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H3LMQS117980
00311	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J6LMQS111529
00305	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J6LMQS108103
00304	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J6LMQS108390
00303	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO46201
00302	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110153
00301	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110123
00300	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H8LMQS014136
00299	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H8LMQS014073
00298	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H7LMQS058785
00297	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	H7LMQS058769
00296	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO52869
00295	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO52869
00294	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO53237
00293	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO46183
00292	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO46210
00291	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110161
00289	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110145
00288	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110131
00287	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J2LMQSO46198
00286	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ASUS	VE228	J4LMQS110132
00285	https://www.myaAsus VE228H 22" FHD 1920 x 1080 SPK HDMI Monitor	ACer	VE228	MMLVFAA0072267DA2E4200
00045	https://www.mya YTC Monitor	ACer	S200HL	ETLTK0R012341025642442
00044	https://www.mya YTC Monitor	ACer	S220HQL	MMLYKAA001434096158503
00040	https://www.mya YTC Monitor	ACer	S220HQL	ETLTK0R012334039592442
00039	https://www.mya YTC Monitor	ACer	S220HQL	



00574	Polycom				
00573	Polycom	VX 401	Soundpoint IP 335	0004f2854D55	
00572	Polycom	VX 401	VX 401	64167f08fab7	
00571	Polycom	VX 401	VX 401	64167f08fab84	
00570	Polycom	VX 401	Soundpoint ip550	0004f2665ada	
00569	Polycom	VX 401	VX 401	64167f012c40	
00568	Polycom	VX 401	VX 401	0004f2b4de13	
00566	Polycom	VX 401	VX 401	64167f01267f	
00565	Polycom	VX 401	VX 401	64167f0da348	
00564	Polycom	VX 401	VX 401	64167f0da348	
00563	Polycom	VX 501	VX 501	64167f31b87f	
00562	Polycom	VX 501	VX 501	64167f0D9b36	
00561	Polycom	VX 501	VX 501	0004f2654d62	
00560	Polycom	VX 501	SoundStation IP 6000	0004f287212	
00558	Polycom	VX 501	VX 501	0004f207a906	
00557	Polycom	VX 401	VX 401	64167f021cc2	
00556	Polycom	VX 401	VX 401	64167f0da010	
00555	Polycom	VX 401	VX 401	0004f2339b60	
00554	Polycom	VX 401	VX 401	64167f08fba8	
00553	Polycom	VX 401	VX 401	0004f2654bc3	
00551	Polycom	VX 401	VX 401	64167f0d99ce	
00550	Polycom	VX 401	VX 401	0004f2c02979	
00548	Polycom	VX 401	VX 401	0004f247e531	
00547	Polycom	VX 401	VX 401	0004f2654de6	
00544	Polycom	VX 301	VX 301	0004f2654d5a	
00542	Polycom	VX 301	VX 301	64167f070483	
00540	Polycom	VX 301	VX 301	0004f23ea79	
00539	Polycom	VX 301	VX 301	0004f2582114	
00538	Polycom	VX 301	VX 301	0004f2b4ddf6	
00537	Polycom	VX 301	VX 301	0004f2582382	
00536	Polycom	VX 401	VX 401	004f2b4c8cc	
00535	Polycom	VX 401	VX 401	0004f2654c4a	
00534	Polycom	VX 401	VX 401	64167f1819df	
00533	Polycom	VX 401	VX 401	0004f2654d0a	
00532	Polycom	VX 401	VX 401	64167f0b582f	
00530	Polycom	VX 301	VX 301	0004f25ce1f	
00529	Polycom	VX 301	VX 301	64167f08fb24	
00526	Polycom	VX 401	VX 401	64167f0b5e06	
00524	Polycom	VX 401	VX 401	0004f2654d0d	
00523	Polycom	VX 301	VX 301	64167f277c9c	
00522	Polycom	VX 401	VX 401	64167f08fafd	
00521	Polycom	VX 401	VX 401	6416f070779	
00520	Polycom	VX 501	VX 501	64167f1819cd	
00519	Polycom	VX 501	VX 501	64167f08fadc	
00518	POL YCOM SoundStation IP 5000	VX 401	VX 401	64167f0912ae	
00517	POL YCOM SoundStation IP 6000	VX 401	SoundStation IP 5000	64167f31bbf5	
00515	Polycom	VX 401	SoundStation IP 6000	004f2e45787	
00511	Polycom	VX 401	VX 401	004f2e45787	
00510	Polycom	VX 401	VX 401	64167f08fb23	
00509	Polycom	VX 401	VX 401	64167f0803ba	
00508	Polycom	VX 401	VX 401	64167f08fb21	
00507	Polycom	VX 401	VX 401	64167f080391	
00506	Polycom	VX 401	VX 401	64167f277a13	
00505	Polycom	VX 401	VX 401	0004f2654de7	
00504	Polycom	VX 401	VX 401	0004f22b7295	
00503	Polycom	VX 501	VX 501	0004f2595c18	
00501	Polycom	VX 501	VX 501	0004f2582438	
00498	Polycom	VX 501	VX 501	64167f277b2	
00497	Polycom	VX 501	VX 501	64167f020514	
00495	Polycom	VX 501	VX 501	64167f27719b	
00494	Polycom	VX 501	VX 501	64167F02DC43	
00491	Polycom	VX 501	VX 501	64167f080411	
00488	Polycom	VX 501	VX 501	6467f091274	
				64167F02E1C3	
				6467f091263	



00326	<a href="https://www.mya Polycom VVX 401 Phone">https://www.mya Polycom VVX 401 Phone</a>	Polycom	VVX 401	64167F01348D
00053	<a href="https://www.mya YYC Phone">https://www.mya YYC Phone</a>	Polycom	VVX 300	0004F2910400
00043	<a href="https://www.mya YYC Phone">https://www.mya YYC Phone</a>	Polycom	VVX 300	0004F278c3e
00030	<a href="https://www.mya YYC Crew Chief Phone">https://www.mya YYC Crew Chief Phone</a>	Polycom	VVX 300	0004F2910346
00004	<a href="https://www.mya Phone">https://www.mya Phone</a>	Polycom	VVX 401	64167F0D9E49
00764	<a href="https://www.mya Brother Label Printer QL-820NWB">https://www.mya Brother Label Printer QL-820NWB</a>	Brother	QL-820NWB	
00552	<a href="https://www.mya HP LaserJet P1102w">https://www.mya HP LaserJet P1102w</a>	HP	LaserJet P1102w	Vnd3510242
00546	<a href="https://www.mya Xerox WorkCentre 5955i">https://www.mya Xerox WorkCentre 5955i</a>	Xerox	WorkCentre 5955i	B4330737
00525	<a href="https://www.mya Lexmark MS310dn">https://www.mya Lexmark MS310dn</a>	Lexmark	MS310dn	
00516	<a href="https://www.mya HID Fargo DTC1250e">https://www.mya HID Fargo DTC1250e</a>	HID	Fargo DTC1250e	
00502	<a href="https://www.mya Xerox workcentre 3315">https://www.mya Xerox workcentre 3315</a>	Xerox	WorkCentre 3315	
00493	<a href="https://www.mya Xerox workcentre 3655i printer">https://www.mya Xerox workcentre 3655i printer</a>	Xerox	WorkCentre 3655i	
00422	<a href="https://www.mya HP OfficeJet 200 Mobile Printer">https://www.mya HP OfficeJet 200 Mobile Printer</a>	HP	CZ993A	
00284	<a href="https://www.mya Terminal Station Manager Office">https://www.mya Terminal Station Manager Office</a>	Xerox	WorkCentre 6605DN	T-H6596908T
00282	<a href="https://www.mya Technical Records Printer">https://www.mya Technical Records Printer</a>	Xerox	WorkCentre 3655X	XL3583873
00281	<a href="https://www.mya Supply Chain Shipping Printer">https://www.mya Supply Chain Shipping Printer</a>	Xerox	WorkCentre 3325	C7X252477
00280	<a href="https://www.mya Xerox WorkCentre 3345 MFP Mono">https://www.mya Xerox WorkCentre 3345 MFP Mono</a>	Xerox	WorkCentre 3315	LA8674596
00279	<a href="https://www.mya SOCC Printer">https://www.mya SOCC Printer</a>	Xerox	WorkCentre 3345	LA4228485
00277	<a href="https://www.mya Executive Copyroom Printer">https://www.mya Executive Copyroom Printer</a>	Xerox	WorkCentre 3655X	3BT835591
00276	<a href="https://www.mya East Wing Printer">https://www.mya East Wing Printer</a>	Xerox	WorkCentre 7970	C7X373699
00252	<a href="https://www.mya Aircraft Maintenance Printer">https://www.mya Aircraft Maintenance Printer</a>	Xerox	WorkCentre 5955	B0W866016
00251	<a href="https://www.mya VP, Finance Printer">https://www.mya VP, Finance Printer</a>	Xerox	WorkCentre 5955	A2M731498
00169	<a href="https://www.mya VP, Aircraft Maintenance Printer">https://www.mya VP, Aircraft Maintenance Printer</a>	Lexmark	WorkCentre 5955	EX7428761
00138	<a href="https://www.mya Terminal Crew Room">https://www.mya Terminal Crew Room</a>	Lexmark	MS310dn	451431LM0BT2Z
00137	<a href="https://www.mya Production Manager Printer">https://www.mya Production Manager Printer</a>	Lexmark	MS910	50274994585D3
00136	<a href="https://www.mya President &amp; CEO Printer">https://www.mya President &amp; CEO Printer</a>	Lexmark	MS310dn	40637C6602ML4
00135	<a href="https://www.mya Human Resources Printer">https://www.mya Human Resources Printer</a>	Lexmark	MS310dn	451420LM01019
00134	<a href="https://www.mya Director, Human Resources Printer">https://www.mya Director, Human Resources Printer</a>	Lexmark	MS310dn	ET0021B736720A
00128	<a href="https://www.mya Supply Chain Receiving Printer">https://www.mya Supply Chain Receiving Printer</a>	Lexmark	T640	451420LM06G08
00127	<a href="https://www.mya YYC Printer">https://www.mya YYC Printer</a>	Kyocera	MS312dn	790PMP4
00090	<a href="https://www.mya YYC Printer">https://www.mya YYC Printer</a>	HP	ECOSYS M5526cdw	451444LM1NVOC
00049	<a href="https://www.mya YYC Printer">https://www.mya YYC Printer</a>	HP	OfficeJet 6815	VE86Z01620
00033	<a href="https://www.mya YYC Pilot Hangar Offices Printer">https://www.mya YYC Pilot Hangar Offices Printer</a>	Brother	MFC-L2720DW	F0M65A
00023	<a href="https://www.mya YYC Crew Room Printer">https://www.mya YYC Crew Room Printer</a>	HP	LaserJet P1102w	U63888M4N680036
00022	<a href="https://www.mya YYC Supply Chain Printer">https://www.mya YYC Supply Chain Printer</a>	HP	imageClass MF249dw	VND3x11899
00021	<a href="https://www.mya YYC Crew Chief Printer">https://www.mya YYC Crew Chief Printer</a>	HP	LaserJet 1536dnt MFP	
00323	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Brother	MFC-8510DN	CNF8FEG4SD
00322	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	CNG8FDN986
00321	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	U63087F4N775669
00320	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	543098249
00319	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	744803349
00318	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	744803199
00317	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	744802549
00316	<a href="https://www.mya Hikvision HX-OD2142F2 Network Camera">https://www.mya Hikvision HX-OD2142F2 Network Camera</a>	Hikvision	HX-OD2142F2	744802243
00729	<a href="https://www.mya Hyper aero">https://www.mya Hyper aero</a>	DELL	PowerEdge R610	744802081
00728	<a href="https://www.mya Nortel BES1020-48T PWR">https://www.mya Nortel BES1020-48T PWR</a>	Nortel	BES1020-48T PWR	744801830
00727	<a href="https://www.mya Citel">https://www.mya Citel</a>	Cisco Systems	1840	744801698
00726	<a href="https://www.mya Citel">https://www.mya Citel</a>	Cisco Systems	TVA24D	7Y1BSS1
00725	<a href="https://www.mya Ubiquiti Cloud Key">https://www.mya Ubiquiti Cloud Key</a>	Cisco Systems	TVA24D	
00724	<a href="https://www.mya Cisco Catalyst 3560-x">https://www.mya Cisco Catalyst 3560-x</a>	Cisco Systems	TVA24D	
00723	<a href="https://www.mya Trendnet Switch">https://www.mya Trendnet Switch</a>	Ubiquiti Networks	TVA24D	
00722	<a href="https://www.mya Cisco sg200-50">https://www.mya Cisco sg200-50</a>	Cisco Systems	TVA24D	
00720	<a href="https://www.mya Cisco SG200-50">https://www.mya Cisco SG200-50</a>	Cisco Systems	uc-ck	1741K788A2047C435-H3CZ5S
00719	<a href="https://www.mya Mykrotik - Firewall -2">https://www.mya Mykrotik - Firewall -2</a>	Cisco Systems	Catalyst 3560-x	FDO1632ROMS
00718	<a href="https://www.mya Mikrotik Firewall">https://www.mya Mikrotik Firewall</a>	Cisco Systems	TEG-S16R	RA0911GE0004
00717	<a href="https://www.mya Customer - Sabre Comm">https://www.mya Customer - Sabre Comm</a>	Cisco Systems	Cisco SG200-50	DN1175200GL
00716	<a href="https://www.mya Airrow 2 - Custom PC">https://www.mya Airrow 2 - Custom PC</a>	Cisco Systems	Cisco SG200-50	dn1154508a2
00715	<a href="https://www.mya OracleCrew- Custom Server">https://www.mya OracleCrew- Custom Server</a>	Mykrotik	Cisco SG300-52	dn1153110514
00714		1000AH	75JL	3b06028kceeb2b312
		1000AH	1000AH	
		Custom	Custom	
		Custom server	Custom	
		Custom	Custom	

00713	Custom Server - Airrow 1	custom	custom	
00712	Supermicro-TS2	Supermicro	custom	
00711	Dell R310- Voerier	Dell	PowerEdge R310	GHTQXR1
00710	Dell Poweredge R510- HyperV Hanger	dell	PowerEdge R510	8Y1BCC1
00221	TS2			
00146	HYPERV-HANGAR	Dell	PowerEdge R510	6Y1BSS1
00009	<a href="https://www.mya.CALGARYSRV1">https://www.mya.CALGARYSRV1</a>	Lenovo	10AL0009US	MJ00NS8B
00761	<a href="https://www.mya.iPhone 8">https://www.mya.iPhone 8</a>	Apple	iPhone 8	FFNZ8ME2IC67
00760	<a href="https://www.mya.iPhone SE 32GB">https://www.mya.iPhone SE 32GB</a>	Apple	iPhone SE	DX3QIM40VFFDP
00759	<a href="https://www.mya.BlackBerry KEY2">https://www.mya.BlackBerry KEY2</a>	BlackBerry	KEY2	
00758	<a href="https://www.mya.iPhone 6 16GB">https://www.mya.iPhone 6 16GB</a>	Apple	iPhone 6	DNTPVUYYG5MC
00736	Sonim	Sonim	XP5700	5297f0d3
00709	iPhone 6s 32GB	Apple	6s plus	FK1W8916HFLR
00696	iPhone 6 plus	apple	6s	F2LVG2QUJFM2
00695	iPhone 7	Apple	7	F71WH23UHG7F
00694	iPhone 8	Apple	8	F4GWJY9CJC87
00693	iPhone 6s	Apple	6s	FFNSXCWKHFLR
00692	BlackBerry Q10	BlackBerry	Q10	073357621760
00691	iPhone SE	Apple	SE	013969002861038
00690	iPhone SE	Apple	SE	01397198674876
00689	iPhone SE	Apple	SE	355439079424538
00688	iPhone 5c	Apple	5c	013981981462923
00687	iPhone 5c	Apple	5c	013895003240873
00771	<a href="https://www.mya.Kaysuda Speaker Phone">https://www.mya.Kaysuda Speaker Phone</a>	Kaysuda	SP200J	39101410
00027	<a href="https://www.mya.YYC Crew Room Speakers">https://www.mya.YYC Crew Room Speakers</a>	Logitech	S-120	
00748	Cisco Catalyst 3750	Cisco Systems	R-20	S-0153A1
00747	Nortel BES1020-24T-PWR	Nortel	Catalyst 3750	
00746	Mikrotik RouterBoard	Mikrotik	BES1020-24T-PWR	
00745	D-Link Gigabit Switch	Dlink	RouterBoard 1100AH	
00019	Wireless Switch	Ubiquiti Networks	DGS-1024D	
076	VIVO02			
767	VIVO11			
768	VIVO1			
769	VIVO8			
770	VIVO4			
00734	Samsung UHD 65" TV	Samsung	UN65NUJ7100	10.20.30.84 (140)
00733	Samsung UHD 65" TV	Samsung	UN65NUJ7100	GCMACG003606
00732	Samsung UHD 65" TV	Samsung	UN65NUJ7100	H3MACG001065
00731	Samsung UHD 65" TV	Samsung	UN65NUJ7100	GCMACG003565
00592	Vizio 32" TV	Vizio	D32F-E1	H3MACG000326
00585	Sharp 50" TV	Sharp	D32F-E1	GCMACG003511 12M
00584	LG 50"TV	LG		07BH3CUK00271Z
00582	LG 50" TV	LG		07BH3CUK00270A
00581	LG 50" TV	LG		07BH3CNK00087E
00568	VIZIO 32" TV	VIZIO		07BH3CNK00084W
00567	VIZIO 32" TV	VIZIO		LTTUVMMDT1712715
00559	PHILIPS 45" TV Boardroom SOCC	Philips	D32F-F1	005mbw5f341
00545	VIZIO 32" TV Inflight Lunch Room	VIZIO	D32F-F1	104rmaq3d752
00531	Samsung 32" TV	Samsung	D32F-F1	Lituvmti3200498
00528	VIZIO 32" TV	VIZIO		Lituvmti3320570
00527	VIZIO 32" TV	VIZIO		Ds1a1727103121
00513	VIZIO 32" TV	VIZIO		Lituvmti3320571
00512	VIZIO 32" TV	VIZIO		
00496	VIZIO 50" TV	VIZIO		
00492	VIZIO 80" TV EXECUTIVE BOARDROOM	VIZIO		
00490	Sharp 60" TV	Sharp		
00489	Vizio 50" TV	VIZIO		
00763	<a href="https://www.mya.CyberPower UPS">https://www.mya.CyberPower UPS</a>	CyberPower	E60-E3	Lituvmdt1712704
00314	<a href="https://www.mya.CP1000AVRLCD UPS Battery Backup">https://www.mya.CP1000AVRLCD UPS Battery Backup</a>	Cyber Power	CP350SLG	Lfrvudt0300410
00310	<a href="https://www.mya.CP350SLGCA 350VA CP UPS Standby Green">https://www.mya.CP350SLGCA 350VA CP UPS Standby Green</a>	Cyber Power	CP1000AVRLCD	402711314
00309	<a href="https://www.mya.CP350SLGCA 350VA CP UPS Standby Green">https://www.mya.CP350SLGCA 350VA CP UPS Standby Green</a>	Cyber Power	CP350SLG	Lfrvudt0300410

00308	https://www.mya	CP350SLGCA 350VA CP UPS Standby Green	Cyber Power	CP350SLG	COFFY2006300
00226	AGL Hangar 2 Top (100)		APC		
00225	AGL Hangar 2 Bottom (101)		APC		
00224	AeroCenter UPS1 (104)		APC		
00195	VCENTER		Microsoft	VMware Virtual Platform	VMware
00184	SABREMYT		Microsoft	Virtual Machine	1836-5030-0854-9299-5001-2900-05
00193	AG-WEB		Microsoft	Virtual Machine	3647-7148-9336-0769-7968-9350-14
00192	SABREESB2		Microsoft	Virtual Machine	0523-1033-7641-5677-9538-4110-32
00191	AG-RRAS		Microsoft	Virtual Machine	2062-7982-3694-8034-7491-0615-67
00190	AG-FS		Microsoft	Virtual Machine	4621-0903-3948-2854-2217-7961-70
00189	AG-APP		Microsoft	Virtual Machine	8506-6755-6905-7356-2226-4572-04
00188	PDC1		Microsoft	Virtual Machine	8341-3015-8588-9950-8066-6248-01
00187	SABREAPP		Microsoft	Virtual Machine	5028-1583-2941-1204-3494-8094-88
00186	ORACLEESB		Microsoft	Virtual Machine	6728-4630-1430-7231-5900-9177-50
00185	SABRECREW2		Microsoft	Virtual Machine	8815-6597-9460-6119-9169-7873-41
00184	SABRECREW2TEST		Microsoft	Virtual Machine	9142-0265-7224-2341-3107-4569-94
00183	E2007		Microsoft	Virtual Machine	0835-6308-5554-5333-6756-0961-94
00182	XEROX-SCAN		Microsoft	Virtual Machine	3909-8699-8913-7031-8060-6396-98



Air Georgian Limited  
Tools Inventory  
November 30, 2019

SlD	PartNumber	Nomenclature	SN	WarehouseName	WarehouseShelf	WarehouseBin	Quantity	MeasureUnitName
136759	DIAL INDICATOR, GA3400	DIAL INDICATOR	CA150205	Toronto	Tool Crib		1.00	piece
216084	0-100PSI	GAUGE, PRESSURE	AGK8	Toronto	Tool Crib		1.00	piece
186994	0-300PSI	Gauge, Pressure	CTL010418A	Toronto	Tool Crib		1.00	piece
196022	076308-86383	dp-100 gun		Toronto	Tool Crib		1.00	piece
105601	08-0702-6000	Pitch Change Tool	NSN	Toronto	Tool Crib		1.00	piece
123138	2427890	INSULATION TESTER, 1507	CA29870198	Toronto	Tool Crib		1.00	piece
163254	2C5231 G01	Accessory drive gearbox seal runner puller	63259	Toronto	Tool Crib		1.00	piece
221475	40411G-01	DAVID CLARK HEADSET (MODEL#H10-13.4)	AGL1	Toronto	Tool Crib		1.00	piece
201787	407-122	Dial Indicator Holder Base		Toronto	Tool Crib		1.00	piece
131337	428M495	HOLDER, MAGNETIC BIT 2.7/8IN	M-495	Toronto	Tool Crib		1.00	piece
168824	4P3	Camlok Pliers		Toronto	Tool Crib		2.00	piece
124554	50-300PSI	Gauge, Tire Pressure	CAN3221820223	Toronto	Tool Crib		1.00	piece
215006	50-300PSI	Gauge, Tire Pressure	AGK4	Toronto	Tool Crib		1.00	piece
99768	50-300PSI	Gauge, Tire Pressure	T39278	Toronto	Tool Crib		1.00	piece
227509	50-300PSI	Gauge, Tire Pressure	TP20-2	Toronto	Tool Crib		1.00	piece
228077	50-300PSI	Gauge, Tire Pressure	TP16-1	Toronto	Tool Crib		1.00	piece
219036	50-300PSI	Gauge, Tire Pressure	AGK10	Toronto	Tool Crib		1.00	piece
103929	822-3158-001	Portable Data Loader	4270V0	Toronto	Tool Crib		1.00	piece
153760	8500589	Infrared, Thermometer		Toronto	Tool Crib		1.00	piece
153761	8594459	Worklight Halogen Double 1000W		Toronto	Tool Crib		1.00	piece
224387	9045007	T-LIGHT	CP001010	Toronto	Tool Crib		1.00	piece
188391	AM1800A	SHOP VAC		Toronto	Tool Crib		1.00	piece
104411	AWR-P-17	Inspection Prism Kit		Toronto	Tool Crib		1.00	piece
229082	Bore Gauge Set 6pieces	Depth gauge 64J2 6 piece	VMOT001	Toronto	Tool Crib		1.00	piece
194595	c battery	c battery		Toronto	Tool Crib		72.00	piece
212563	CAT5643-38	WRENCH, SPECIAL REMOVAL TOOL LOCKNUT		Toronto	Tool Crib		1.00	piece
203140	CW35500	WHEEL GRINDING		Toronto	Tool Crib		4.00	piece
113525	FB-50	Gauge, Force FB-50	285539	Toronto	Tool Crib		1.00	piece
205379	FBH-10002A	HARNES	142858	Toronto	Tool Crib		1.00	piece
205380	FBH-10002A	HARNES	119382	Toronto	Tool Crib		1.00	piece
212037	FBH-10002A	HARNES	6162329	Toronto	Tool Crib		1.00	piece
212867	FBH-10002A	HARNES	224842	Toronto	Tool Crib		1.00	piece
205376	FBH-10002A	HARNES	143042	Toronto	Tool Crib		1.00	piece
205377	FBH-10002A	HARNES	138035	Toronto	Tool Crib		1.00	piece
200352	FE268-901	TOOL, TENSION, REGULATOR RIGGING	NA	Toronto	Tool Crib		1.00	piece
128445	Fluke 376 CLAMP METER	Fluke 376 CLAMP METER	30110180WS	Toronto	Tool Crib		1.00	piece
126150	FLUKE INSULATION TESTER	FLUKE INSULATION TESTER 1507	30790173	Toronto	Tool Crib		1.00	piece
114850	FLUKE MULTIMETER 179	FLUKE MULTIMETER 179	27960058	Toronto	Tool Crib		1.00	piece
180468	FRES12	TORQUE ADAPTORS		Toronto	Tool Crib		1.00	piece
180469	FRES14	TORQUE ADAPTORS		Toronto	Tool Crib		1.00	piece
180470	FRES16	TORQUE ADAPTORS		Toronto	Tool Crib		1.00	piece
180471	FRES18	TORQUE ADAPTORS		Toronto	Tool Crib		1.00	piece
160081	G601R071001-1	JACKING PAD	NA2	Toronto	Tool Crib		1.00	piece
160082	G601R071001-1	JACKING PAD	NA3	Toronto	Tool Crib		1.00	piece
196221	G601R101004-1	CABLE KIT, DROP DOWN DOOR		Toronto	Tool Crib		1.00	piece
214577	G601R101004-1	CABLE KIT, DROP DOWN DOOR		Toronto	Tool Crib		2.00	piece
119659	G601R121801-29	KIT, ADAPTOR POTABLE WATER SUPPLY	18095	Toronto	Tool Crib		1.00	piece
223481	G601R200007-39	HYDRAULIC KIT, BEARING SWAGING	DCM-7	Toronto	Tool Crib		1.00	piece
149375	G601R276202-27	Spoiler PCU Safety Tool	D-116	Toronto	Tool Crib		1.00	piece
167758	G601R321005-1	MLG PINTLE PIN EXTRACTOR	na	Toronto	Tool Crib		1.00	piece
117922	G601R321101-1	WRENCH, MLG PINTLE PIN NUT	DCM-86	Toronto	Tool Crib		1.00	piece
157067	G601R321101-1	WRENCH, MLG PINTLE PIN NUT	DCM-87	Toronto	Tool Crib		1.00	piece
149054	G601R521109-1	COMPRESSION TOOL, GAS-SPRING	DCM-130	Toronto	Tool Crib		1.00	piece
192281	G601R710009-1	PROTECTOR ENG, FWD MOUNT	110012-02	Toronto	Tool Crib		1.00	piece
32602	Gauge, Comp Wash	Gauge, Comp Wash	T22511	Toronto	Tool Crib		1.00	piece
32603	Gauge, Comp Wash	Gauge, Comp Wash	T22510	Toronto	Tool Crib		1.00	piece
53787	Gauge, Comp Wash	Gauge, Comp Wash	T27897/T27898	Toronto	Tool Crib		1.00	piece
226484	Gauge, Comp Wash	Gauge, Comp Wash	80713149	Toronto	Tool Crib		1.00	piece
227342	Gauge, HYD cart	Gauge, HYD cart	5606-2	Toronto	Tool Crib		1.00	piece
216517	GMT221	DANIELS DMC CRIMP TOOL	AGL200	Toronto	Tool Crib		1.00	piece
218519	GMT232	CRIMPER TOOL	AGL100	Toronto	Tool Crib		1.00	piece
111495	H115	camloc plier		Toronto	Tool Crib		2.00	piece
118720	H115	camloc plier		Toronto	Tool Crib		5.00	piece
136758	IFR-4000	INSTRUMENT FLIGHT RESEARCH	103002095	Toronto	Tool Crib		1.00	piece
178709	Insulation Tester	Insulation Tester	97170067	Toronto	Tool Crib		1.00	piece
204211	K345	Positioner / Die		Toronto	Tool Crib		1.00	piece
226368	M22520-5-01	DMC CRIMPER	AGL500	Toronto	Tool Crib		1.00	piece
217588	M22520/2-01	Crimp Tool	1022980	Toronto	Tool Crib		1.00	piece
51935	Multimeter	Multimeter	3301766	Toronto	Tool Crib		1.00	piece
30788	OHM Ranger	OHM Ranger	3420 OHM-1	Toronto	Tool Crib		1.00	piece
205373	SA-3400-6	EXTENSION	133922	Toronto	Tool Crib		1.00	piece
205381	SA-3400-6	EXTENSION	133921	Toronto	Tool Crib		1.00	piece
205382	SA-3400-6	EXTENSION	126804	Toronto	Tool Crib		1.00	piece
205372	SA3400-6	EXTENSION	133921	Toronto	Tool Crib		1.00	piece
123778	Torque Wrench	Torque Wrench	CA0315801781	Toronto	Tool Crib		1.00	piece
185379	POR-SP1K	SOLDERING IRON KIT	399302	Toronto	Tool Crib		1.00	piece
227808	TP05	Tire pressure gauge	TP05-4	Toronto	Tool Crib		1.00	piece
83921	Torque Wrench	Torque Wrench	212500624	Toronto	Tool Crib		1.00	piece
116401	PWC40651	PULLER	NSN	Toronto	Tool Crib		1.00	piece
85283	Torque Wrench	Torque Wrench	113009370	Toronto	Tool Crib		1.00	piece
204550	Y197	Crimping Tool Die		Toronto	Tool Crib		1.00	piece
136758	QD2R1000	TORQUE WRENCH	CA0115008116	Toronto	Tool Crib		1.00	piece
30793	Torque Wrench	Torque Wrench	1097300642	Toronto	Tool Crib		1.00	piece
30802	Torque Wrench	Torque Wrench	697400240	Toronto	Tool Crib		1.00	piece
42194	Torque Wrench	Torque Wrench	1110105522	Toronto	Tool Crib		1.00	piece
50189	Torque Wrench	Torque Wrench	211602289	Toronto	Tool Crib		1.00	piece
187384	R8500	Vidco Inspection Scope	3329MXR8500004	Toronto	Tool Crib		1.00	piece
229118	TC330R070	ROTO, PEEN FLAPS 2 INCH		Toronto	Tool Crib		1.00	piece
117849	TE6FUA	TORQUEMETER	CA29161	Toronto	Tool Crib		1.00	piece
188801	tf1134-01-180	skydrol cart hose		Toronto	Tool Crib		1.00	piece
187237	TL80A	TEST LEAD SET- FLUKE		Toronto	Tool Crib		1.00	piece
64458	Regulator, Press PRNH	Regulator, Press PRNH	PRNH-05	Toronto	Tool Crib		1.00	piece
85219	Regulator, Press PRNH	Regulator, Press PRNH	PRNH13	Toronto	Tool Crib		1.00	piece
85889	Regulator, Press PRNH	Regulator, Press PRNH	PRNH11	Toronto	Tool Crib		1.00	piece
50190	Torque Wrench	Torque Wrench	1110105416	Toronto	Tool Crib		1.00	piece
183410	Regulator, Press PRNH	Regulator, Press PRNH	PRNHFE2017	Toronto	Tool Crib		1.00	piece
30759	Regulator, Press PRNL	Regulator, Press PRNL	PRNL09	Toronto	Tool Crib		1.00	piece
30775	Regulator, Press PRNL	Regulator, Press PRNL	PRNL12	Toronto	Tool Crib		1.00	piece
163411	Regulator, Press PRNL	Regulator, Press PRNL	PRNLFE2017	Toronto	Tool Crib		1.00	piece
32034	Regulator, Press PRNL	Regulator, Press PRNL	PRNL10	Toronto	Tool Crib		1.00	piece
30740	Torque Wrench	Torque Wrench	6930045479	Toronto	Tool Crib		1.00	piece
198056	Torque Wrench	Torque Wrench	413500185	Toronto	Tool Crib		1.00	piece
50398	Regulator, Press PROH	Regulator, Press PROH	PROH04	Toronto	Tool Crib		1.00	piece
44203	Regulator, Press PROH	Regulator, Press PROH	PROH15	Toronto	Tool Crib		1.00	piece
165987	Torque Wrench	Torque Wrench	716500654	Toronto	Tool Crib		1.00	piece
228106	Torque Wrench	Torque Wrench	506818164	Toronto	Tool Crib		1.00	piece
224613	S-11442	REMOVABLE LABELS		Toronto	Tool Crib		2.00	piece

205374	SA-3200-6	EXTENSION	128804	Toronto	Tool Crib	1.00	piece
205375	SA-3200-6	EXTENSION	118395	Toronto	Tool Crib	1.00	piece
50184	2416S	DEPTH INDICATOR	26	Toronto	Tool Crib	5	1.00 piece
164962	2416S	DEPTH INDICATOR	RCD551	Toronto	Tool Crib	14	1.00 piece
164726	2416S	DEPTH INDICATOR	UHY542	Toronto	Tool Crib	14	1.00 piece
30700	2416S	DEPTH INDICATOR	24	Toronto	Tool Crib	5	1.00 piece
214432	221830	PRC Gun		Toronto	Tool Crib	20	2.00 piece
210231	221830	PRC Gun		Toronto	Tool Crib	20	2.00 piece
207577	221830	PRC Gun		Toronto	Tool Crib	20	1.00 piece
125009	221830	PRC Gun		Toronto	Tool Crib	20	1.00 piece
30785	1852-1-3-5	LIFT TRANSDUCER FORCE APPLICATOR	275	Toronto	Tool Crib	16	1.00 piece
207344	1802 1/8 HD COBALT JOBBER	1802 1/8 HD COBALT JOBBER		Toronto	Tool Crib	17	50.00 piece
219797	17A122	COMP WASH KIT		Toronto	Tool Crib	11	1.00 piece
208759	1444-8	TOOL		Toronto	Tool Crib	18	2.00 piece
208760	1434-8	TOOL		Toronto	Tool Crib	18	2.00 piece
159176	14-6805-6010	STRUT PRESSURE GAUGE	09374-2	Toronto	Tool Crib	1	1.00 piece
102703	14-6805-6010	STRUT PRESSURE GAUGE	T40046	Toronto	Tool Crib	2	1.00 piece
98007	101-00001	Digital Turbine Temp	5455	Toronto	Tool Crib	19	1.00 piece
52788	101-00001	Digital Turbine Temp	5114	Toronto	Tool Crib	19	1.00 piece
30780	101-00001	Digital Turbine Temp	4789	Toronto	Tool Crib	19	1.00 piece
208452	0-160PSI	PRESSURE GAUGE	81914	Toronto	Tool Crib	6	1.00 piece
215641	2C5747G01	PULLER, FAN SPEED PICKUP	47974	Toronto	Tool Crib	11	1.00 piece
146962	2C91354G02	Sensor Bypass, Holding Fixture	nsn	Toronto	Tool Crib	11	1.00 piece
30717	377450K	PITOT & STATIC SYSTEM TEST BOX	830	Toronto	Tool Crib	21	1.00 piece
208781	4-1501	9/64" Hex Wrench		Toronto	Tool Crib	27	1.00 piece
119708	42A12-1	ULB TESTER	SR02970	Toronto	Tool Crib	16	1.00 piece
207348	5/32	MULTISPLINE SCREW EXTRACTOR		Toronto	Tool Crib	17	20.00 piece
71515	50-300PSI	Gauge, Tire Pressure	TP011	Toronto	Tool Crib	6	1.00 piece
227510	50-300PSI	Gauge, Tire Pressure	TP19-2	Toronto	Tool Crib	5	1.00 piece
214787	781149	AILERON REAMER		Toronto	Tool Crib	8	1.00 piece
203160	74-451-74	Rubber Roller		Toronto	Tool Crib	5	1.00 piece
188390	675919C	HEATER		Toronto	Tool Crib	32	1.00 piece
218883	657T	HOLDER, FLEX-O-POST, STAND		Toronto	Tool Crib	10	1.00 piece
136736	6300	Pitot Static Tester RVSM	86406	Toronto	Tool Crib	7	1.00 piece
181974	6270	Pitot Static Tester	ATC0890	Toronto	Tool Crib	7	1.00 piece
207226	8381915	10 PC SET EXTRACTOR GO-THRU	UNKNOWN	Toronto	Tool Crib	18	1.00 piece
202937	906	BRASS COMPASS SCREWDRIVER		Toronto	Tool Crib	17	1.00 piece
225588	906	BRASS COMPASS SCREWDRIVER		Toronto	Tool Crib	2	5.00 piece
215635	977	SUNNEX TOOL SET	AGL01	Toronto	Tool Crib	19	1.00 piece
205100	AW-5000	KINGSHIP DIGITAL WEIGHING SCALE	GR000729	Toronto	Tool Crib	1	1.00 piece
190963	DMC1000-20R	SAFE-T-CABLE KIT	PAG6500	Toronto	Tool Crib	28	1.00 piece
194220	CST-2987	PULLER, BETA RING	SPARE9S999	Toronto	Tool Crib	31	1.00 piece
128460	FB-150	Gauge, Force FB-150	295557	Toronto	Tool Crib	5	1.00 piece
207353	EZ OUT 1/8	EZ OUTS		Toronto	Tool Crib	17	50.00 piece
194833	FET80TK	FLUKE 80TK TYPE K BEAD THERMOCOUPLE	yyz001	Toronto	Tool Crib	32	1.00 piece
194834	FET80TK	FLUKE 80TK TYPE K BEAD THERMOCOUPLE	yyz002	Toronto	Tool Crib	32	1.00 piece
30715	Fuel Qty, Digital	Fuel Qty, Digital	189	Toronto	Tool Crib	24	1.00 piece
53603	Fuel Qty, Digital	Fuel Qty, Digital	1274	Toronto	Tool Crib	24	1.00 piece
190080	G801R071001-1	JACKING PAD	NA	Toronto	Tool Crib	9	1.00 piece
177582	G801R274101-1	HSTA WEIGHT AND SUPPORT STRAP KIT		Toronto	Tool Crib	26	1.00 piece
167759	G801R274101-1	HSTA WEIGHT AND SUPPORT STRAP KIT		Toronto	Tool Crib	26	1.00 piece
202177	G801R273301-1	Tool, removal		Toronto	Tool Crib	9	2.00 piece
200283	G801R271201-1	PLATE ASSY, AILERON TRIM RIGGING	44184-2	Toronto	Tool Crib	8	1.00 piece
200282	G801R271201-1	PLATE ASSY, AILERON TRIM RIGGING	44194-1	Toronto	Tool Crib	8	1.00 piece
220808	G801R270005-1	Plate, aileron and elevator backdash check	D-167	Toronto	Tool Crib	15	1.00 piece
104438	G801R270003-1	Assy-Control Surface	4054	Toronto	Tool Crib	28	1.00 piece
105235	G801R270001-1	Rigging pins kit	84661J	Toronto	Tool Crib	17	1.00 piece
212789	G801R262002-1	PLUG, SHUNT		Toronto	Tool Crib	23	2.00 piece
221986	G801R262002-1	PLUG, SHUNT		Toronto	Tool Crib	23	1.00 piece
221985	G801R262002-1	PLUG, SHUNT		Toronto	Tool Crib	23	1.00 piece
117821	G801R321102-1	ADAPTOR, MLG PINTLE PIN NUT WRENCH	DCM-90	Toronto	Tool Crib	9	1.00 piece
205039	G801R325102-1	TOOL, KIT, SCALE & POINTER	17	Toronto	Tool Crib	28	1.00 piece
104439	G801R325103-1	Rig Pir-NLG Steering, RJ	D-4	Toronto	Tool Crib	23	1.00 piece
133080	G801R521104-1	WRENCH ADAPTOR		Toronto	Tool Crib	8	1.00 piece
192374	G801R710008-1	PIN, ENGINE INSTALLATION LACATION	DCM-100	Toronto	Tool Crib	9	1.00 piece
103134	G801R760002-1	KIT, POWER PLANT RIGGING	30514A	Toronto	Tool Crib	15	1.00 piece
48886	Gauge, DW	Gauge, DW	4888	Toronto	Tool Crib	23	1.00 piece
98122	Gauge, DW	Gauge, DW	4465	Toronto	Tool Crib	23	1.00 piece
30803	Gauge, DW	Gauge, DW	0-80	Toronto	Tool Crib	31	1.00 piece
222278	Gauge, HYD cart	Gauge, HYD cart	T40972	Toronto	Tool Crib	1	1.00 piece
182345	Gauge, DW	Gauge, DW	5295A-3	Toronto	Tool Crib	23	1.00 piece
226939	H5K6293-1	TESTER, PRESSURE LATCH	MAEL-T-04213	Toronto	Tool Crib	9	1.00 piece
135100	IFR4000	SIGNAL GEN., XPRD/TCAS/DME (YELLOW)	1000581408	Toronto	Tool Crib	22	1.00 piece
218566	IFR6000	DME/TCAS TESTER	1000684711	Toronto	Tool Crib	6	1.00 piece
213414	M22520/2-06	POSITIONER		Toronto	Tool Crib	18	2.00 piece
85674	MF-10	Gauge, Force MF10	6051	Toronto	Tool Crib	5	1.00 piece
30738	MF-10	Gauge, Force MF10	3568	Toronto	Tool Crib	13	1.00 piece
49605	MF-10	Gauge, Force MF10	4598	Toronto	Tool Crib	5	1.00 piece
55544	MF-10	Gauge, Force MF10	401108	Toronto	Tool Crib	13	1.00 piece
128668	M1 MILLIOMH METER	Milliohm Meter	DC004491	Toronto	Tool Crib	6	1.00 piece
110925	JP15000-3	Alplane Weight Scale	M17678	Toronto	Tool Crib	29	1.00 piece
106406	J6177F	PROTO TORQUE WRENCH	9131990	Toronto	Tool Crib	3	1.00 piece
229069	ISCVTSK1231101101	VENTIS MX4 (Orange)	19071ZK-001	Toronto	Tool Crib	16	1.00 piece
221521	ISCVTSK0031100101	Gas Detector-Ventis MX4	19062CU-001	Toronto	Tool Crib	9	1.00 piece
30706	Multimeter	Multimeter	13721152	Toronto	Tool Crib	5	1.00 piece
30721	Multimeter	Multimeter	16500420	Toronto	Tool Crib	5	1.00 piece
137608	MVIQ	BORESCOPE	1804A2374	Toronto	Tool Crib	4	1.00 piece
128459	OSCD-3T	SCALE, ENGINE DYNAMETER	4315000071	Toronto	Tool Crib	22	1.00 piece
204395	PBS12	,PBS, SEALANT		Toronto	Tool Crib	8	2.00 piece
207350	PHILLIPS #2	PHILLIPS WOBBLED BIT		Toronto	Tool Crib	17	5.00 piece
207347	PHILLIPS APEX BIT#4	PHILLIPS APEX BIT#4		Toronto	Tool Crib	17	25.00 piece
207355	PHILLIPS BIT #2	PHILLIPS APEX BIT		Toronto	Tool Crib	17	50.00 piece
206595	PHILLIPS BIT #4X1/4	PHILLIPS BIT #4X1/4		Toronto	Tool Crib	17	20.00 piece
119764	PLSS000-C	BORESCOPE	0640B2672	Toronto	Tool Crib	26	1.00 piece
30781	Prop Balancing Unit	Prop Balancing Unit	1003	Toronto	Tool Crib	14	1.00 piece
157070	PSP-405	DC Power Supplier		Toronto	Tool Crib	32	1.00 piece
114190	QD3R250	TORQUE WRENCH	1113601099	Toronto	Tool Crib	3	1.00 piece
207352	QUAD BIT #10	QUAD BIT		Toronto	Tool Crib	17	50.00 piece
207345	QUAD BIT #12	QUAD BIT		Toronto	Tool Crib	17	10.00 piece
207351	QUAD BIT #8	QUAD BIT		Toronto	Tool Crib	17	50.00 piece
50202	RB267	DIGITAL PROTRACTOR	11062104	Toronto	Tool Crib	5	1.00 piece
85676	RB267	DIGITAL PROTRACTOR	11040813	Toronto	Tool Crib	5	1.00 piece
215479	RB267	DIGITAL PROTRACTOR	6120125	Toronto	Tool Crib	5	1.00 piece
30711	RB267	DIGITAL PROTRACTOR	8010664	Toronto	Tool Crib	5	1.00 piece
113276	Regulator, Press PRNH	Regulator, Press PRNH	PRNH14	Toronto	Tool Crib	1	1.00 piece
30776	Regulator, Press PROH	Regulator, Press PROH	PROH13	Toronto	Tool Crib	5	1.00 piece
163409	Regulator, Press PROH	Regulator, Press PROH	PROHFE2017	Toronto	Tool Crib	1	1.00 piece
204709	RIMER1116	RIMER1116		Toronto	Tool Crib	1	1.00 piece
204708	RIMER50	RIMER50		Toronto	Tool Crib	1	1.00 piece
51951	Scale, Counting	Scale, Counting	10123113T1445	Toronto	Tool Crib	1	1.00 piece
30773	Scale, Spring	Scale, Spring	4418901T	Toronto	Tool Crib	18	1.00 piece
173483	SK601R-10040-1	PLANK ASSY, CALIBRATION STANDARD	56180	Toronto	Tool Crib	14	1.00 piece
118477	SK601R-30008A	Test Piece	NSN	Toronto	Tool Crib	17	1.00 piece

227432	SK601R-30039	NDT test	PLF1753049	Toronto	Tool Crib	19	1.00	piece
218825	SP13NS	PHILLIPS SCREWDRIVER #1X3IN NON SPARK		Toronto	Tool Crib	11	2.00	piece
52149	T5-8002-104B-00	TENSIOMETER, CABLE	71102	Toronto	Tool Crib	10	1.00	piece
30786	T5-8002-104B-00	TENSIOMETER, CABLE	20167	Toronto	Tool Crib	2	1.00	piece
52150	T5-8002-104B-00	TENSIOMETER, CABLE	71103	Toronto	Tool Crib	10	1.00	piece
227053	Torque Driver	Torque Driver	719403732	Toronto	Tool Crib	3	1.00	piece
30712	Torque Driver	Torque Driver	708900917	Toronto	Tool Crib	3	1.00	piece
125228	Torque Wrench	Torque Wrench	515502196	Toronto	Tool Crib	3	1.00	piece
51933	Torque Wrench	Torque Wrench	4985	Toronto	Tool Crib	3	1.00	piece
51934	Torque Wrench	Torque Wrench	996100193	Toronto	Tool Crib	3	1.00	piece
85282	Torque Wrench	Torque Wrench	213502684	Toronto	Tool Crib	3	1.00	piece
30701	Torque Wrench	Torque Wrench	999402137	Toronto	Tool Crib	3	1.00	piece
30702	Torque Wrench	Torque Wrench	AB44450	Toronto	Tool Crib	3	1.00	piece
30704	Torque Wrench	Torque Wrench	5890020866	Toronto	Tool Crib	3	1.00	piece
30726	Torque Wrench	Torque Wrench	997400551	Toronto	Tool Crib	3	1.00	piece
30732	Torque Wrench	Torque Wrench	1198205155	Toronto	Tool Crib	3	1.00	piece
45261	Torque Wrench, Insulated	Torque Wrench, Insulated	39145	Toronto	Tool Crib	11	1.00	piece
207554	WLT11L302	CUTOFF WHL ZIP TUPE 3x1*32/1/4		Toronto	Tool Crib	17	10.00	piece
224138	Y-211	DMC Die		Toronto	Tool Crib	9	1.00	piece
228090	Y633	DIE SET		Toronto	Tool Crib	18	1.00	piece

Total

**SCHEDULE D – KEY SELLER EMPLOYEES****Redacted.**

**EXHIBIT A – FORM OF APPROVAL AND VESTING ORDER****Attached.**

Estate File No. 32-2613323

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 16 <sup>th</sup>
	)	
JUSTICE HAINEY	)	DAY OF MARCH, 2020

**B E T W E E N:**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by Air Georgian Limited (the “**Debtor**”) (a) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Debtor and 2746904 Ontario Inc. (the “**Purchaser**”) dated March •, 2020, and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”); (b) extending the time for filing a proposal (c) increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the “**February 26 Order**”); (d) sealing certain confidential appendices to the Second Report (defined below); and (e) approving the first report of the Proposal Trustee (defined below) dated February 23, 2020 (the “**First Report**”) and the Second Report and the activities of the Proposal Trustee described therein, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Eric Edmondson sworn March \_\_, 2020 (the “**Affidavit**”) and the second report of KPMG Inc. in its capacity as proposal trustee (in such capacity, the



“**Proposal Trustee**”) dated March \_\_, 2020 (the “**Second Report**”), and on hearing the submissions of counsel for the Debtor, the Proposal Trustee, 2229275 Alberta Ltd. (“**222**”) and those other parties present, as indicated on the counsel slip, no other parties present, although properly served as appears from the affidavit of \_\_\_\_\_ sworn March \_\_, 2020, filed:

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

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement, appended to the Second Report, by the Debtor is hereby authorized and approved, with such minor amendments as the Debtor and the Purchaser may deem necessary. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents including for the provision of transition services as contemplated by the Sale Agreement, as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Proposal Trustee’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Hainey dated February 26, 2020; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include Permitted Encumbrances as defined in the Sale Agreement including, without limitation, the Encumbrances granted by the Debtor in connection with the 222 Secured Debt (as defined in the Sale Agreement) and the DIP Lender’s Charge) and, for greater certainty, this Court orders that all of the Encumbrances affecting or



relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from 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.

5. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "D" to the Sale Agreement. The Purchaser 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 Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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**Schedule A – Form of Proposal Trustee’s Certificate**

Estate File No. 32-2613323

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- A. Pursuant to the Notice of Intention to Make a Proposal of Air Georgian Limited (the “**Debtor**”), dated January 31, 2020, pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”), KPMG Inc. was appointed as the trustee of the proposal (the “**Proposal Trustee**”) of the Debtor.
- B. Pursuant to an Order of the Court dated March •, 2020, the Court approved the agreement of purchase and sale made as of March •, 2020 (the “**Sale Agreement**”) between the Debtor and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Proposal Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser, and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG Inc., in its capacity as trustee of the proposal of Air Georgian Limited, and not in its personal capacity**

Per: \_\_\_\_\_

Name: Katherine Forbes

Title: Senior Vice-President

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

Estate No.: 32-2613323

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**APPROVAL AND VESTING ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Jennifer Stam (LSO #46735J)**  
Tel: 416-597-5017  
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Lawyers for the Debtor, Air Georgian Limited

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

Court File No. 32-2613323

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

Proceeding commenced at Toronto

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**AFFIDAVIT OF ERIC EDMONDSON  
(Sale Approval)  
(sworn March 9, 2020)**

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Jennifer Stam (LSUC#: 46735J)**  
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Lawyers for the Applicant

# TAB 3



Estate File No. 32-2613323

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 16 <sup>th</sup>
	)	
JUSTICE HAINEY	)	DAY OF MARCH, 2020

B E T W E E N:

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by Air Georgian Limited (the “**Debtor**”) (a) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Debtor and 2746904 Ontario Inc. (the “**Purchaser**”) dated March 9, 2020, and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”); (b) extending the time for filing a proposal (c) increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the “**February 26 Order**”); (d) sealing certain confidential appendices to the Second Report (defined below); and (e) approving the first report of the Proposal Trustee (defined below) dated February 23, 2020 (the “**First Report**”) and the Second Report and the activities of the Proposal Trustee described therein, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Eric Edmondson sworn March 9, 2020 (the “**Affidavit**”) and the second report of KPMG Inc. in its capacity as proposal trustee (in such capacity, the

“**Proposal Trustee**”) dated March \_\_\_, 2020 (the “**Second Report**”), and on hearing the submissions of counsel for the Debtor, the Proposal Trustee, 2229275 Alberta Ltd. (“**222**”) and those other parties present, as indicated on the counsel slip, no other parties present, although properly served as appears from the affidavit of \_\_\_\_\_ sworn March \_\_\_, 2020, filed:

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

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement, appended to the Second Report, by the Debtor is hereby authorized and approved, with such minor amendments as the Debtor and the Purchaser may deem necessary. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents including for the provision of transition services as contemplated by the Sale Agreement, as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Proposal Trustee's Certificate**”), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Hainey dated February 26, 2020; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include Permitted Encumbrances as defined in the Sale Agreement including, without limitation, the Encumbrances granted by the Debtor in connection with the 222 Secured Debt (as defined in the Sale Agreement) and the DIP Lender’s Charge) and, for greater certainty, this Court orders that all of the Encumbrances affecting or

relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from 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.

5. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "D" to the Sale Agreement. The Purchaser 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 Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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**Schedule A – Form of Proposal Trustee’s Certificate**

Estate File No. 32-2613323

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- A. Pursuant to the Notice of Intention to Make a Proposal of Air Georgian Limited (the “**Debtor**”), dated January 31, 2020, pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”), KPMG Inc. was appointed as the trustee of the proposal (the “**Proposal Trustee**”) of the Debtor.
- B. Pursuant to an Order of the Court dated March •, 2020, the Court approved the agreement of purchase and sale made as of March •, 2020 (the “**Sale Agreement**”) between the Debtor and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Proposal Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG Inc., in its capacity as trustee of the proposal of Air Georgian Limited, and not in its personal capacity**

Per: \_\_\_\_\_

Name: Katherine Forbes

Title: Senior Vice-President



IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

Estate No.: 32-2613323

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**APPROVAL AND VESTING ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Jennifer Stam (LSO #46735J)**  
Tel: 416-597-5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Debtor, Air Georgian Limited

# TAB 4

Revised: January 21, 2014

CourtEstate File No. ~~\_\_\_\_\_~~ 32-2613323

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ~~\_\_\_\_\_~~ MR. ) ~~WEEKDAY~~ MONDAY, THE # 16<sup>th</sup>  
 )  
JUSTICE ~~\_\_\_\_\_~~ HAINES ) DAY OF ~~MONTH~~ MARCH, ~~20YR~~ 2020

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor" Air Georgian Limited (the "Debtor")) (a) for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the ~~Receiver and [NAME OF PURCHASER]~~ (the "Purchaser") dated ~~[DATE]~~ and ~~appended to the Report of the Receiver dated [DATE]~~ (the "Report"), Debtor and 2746904 Ontario Inc. (the "Purchaser") dated March 9, 2020, and vesting in the Purchaser the Debtor's

right, title and interest in and to the assets described in the Sale Agreement (the "~~Purchased Assets~~") "Purchased Assets"; (b) extending the time for filing a proposal (c) increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the "February 26 Order"); (d) sealing certain confidential appendices to the Second Report (defined below); and (e) approving the first report of the Proposal Trustee (defined below) dated February 23, 2020 (the "First Report") and the Second Report and the activities of the Proposal Trustee described therein, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~ affidavit of Eric Edmondson sworn March 9, 2020 (the "Affidavit") and the second report of KPMG Inc. in its capacity as proposal trustee (in such capacity, the "Proposal Trustee") dated March \_\_, 2020 (the "Second Report"), and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list~~ Debtor, the Proposal Trustee, 2229275 Alberta Ltd. ("222") and those other parties present, as indicated on the counsel slip, no other parties present, although properly served as appears from the affidavit of ~~[NAME]~~ \_\_\_\_\_ sworn ~~[DATE]~~ March \_\_, 2020, filed<sup>1</sup>:

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

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement, appended to the Second Report, by the ~~Receiver~~<sup>3</sup> Debtor is hereby authorized and approved, with such minor amendments as the ~~Receiver~~ Debtor and the Purchaser may deem necessary. The ~~Receiver~~ Debtor is hereby authorized and directed to take such additional steps and execute such additional documents including for the provision of

<sup>1</sup> ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

<sup>2</sup> ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

<sup>3</sup> ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

transition services as contemplated by the Sale Agreement, as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

~~3.~~ ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "~~Receiver~~Proposal Trustee's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~<sup>4</sup> shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice [NAME] Hainey dated [DATE]; February 26, 2020; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances"), which term shall not include ~~the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~Permitted Encumbrances as defined in the Sale Agreement including, without limitation, the Encumbrances granted by the Debtor in connection with the 222 Secured Debt (as defined in the Sale Agreement) and the DIP Lender's Charge) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3.~~ ~~THIS COURT ORDERS~~ that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~[Land Titles Division of

<sup>4</sup> To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

<sup>5</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

~~{LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]<sup>6</sup>; the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, 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.

5. **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Proposal Trustee to file with the Court a copy of the ~~Receiver~~Proposal Trustee's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the ~~Receiver~~Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule ~~"D"~~"D" to the Sale Agreement. The Purchaser 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 Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

~~<sup>6</sup> Elect the language appropriate to the land registry system (*Registry vs. Land Titles*).~~

~~<sup>7</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~<sup>8</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. — THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

~~8.~~ **9. THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order.

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Revised: January 21, 2014

Schedule A — Form of ~~Receiver~~ Proposal Trustee's CertificateCourt ~~Estate~~ File No. 32-2613323ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

~~-and-~~~~DEFENDANT~~

Defendant

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIORECEIVER  
PROPOSAL TRUSTEE'S CERTIFICATE

## RECITALS

A. Pursuant to ~~an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~ the Notice of Intention to Make a Proposal of Air Georgian Limited (the "Debtor"), dated January 31, 2020, pursuant to the Bankruptcy and Insolvency Act (the "BIA"), KPMG Inc. was appointed as the trustee of the proposal (the "Proposal Trustee") of the Debtor.

B. Pursuant to an Order of the Court dated [DATE] March •, 2020, the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] March •, 2020 (the "Sale Agreement") between the ~~Receiver~~ [Debtor] and [NAME OF PURCHASER] (the

"Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the ~~Receiver~~Proposal Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the ~~Receiver~~Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the ~~Receiver~~Debtor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.
4. This Certificate was delivered by the ~~Receiver~~Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

~~[NAME OF RECEIVER]~~KPMG Inc., in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~trustee of the proposal of Air Georgian Limited, and not in its personal capacity

Per: \_\_\_\_\_

Name: Katherine Forbes

Title: Senior Vice-President

~~Schedule B—Purchased Assets~~

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

Estate No.: 32-2613323

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced TORONTO

APPROVAL AND VESTING ORDER

GOLDMAN SLOAN NASH & HABER LLP  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
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Jennifer Stam (LSO #46735J)  
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Lawyers for the Debtor, Air Georgian Limited

Document comparison by Workshare 9.5 on March-09-20 6:11:30 PM

Input:	
Document 1 ID	file://U:\JStam\Air Georgian 101813-0001\Sale Approval Motion\approval-and-vesting-order-EN (11).doc
Description	approval-and-vesting-order-EN (11)
Document 2 ID	file://U:\JStam\Air Georgian 101813-0001\Sale Approval Motion\Approval and Vesting Order v.2.docx
Description	Approval and Vesting Order v.2
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	106
Deletions	107
Moved from	0
Moved to	0

# TAB 5

Estate No.: No. 32-2613323

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 16TH
	)	
JUSTICE HAINEY	)	DAY OF MARCH, 2020

**IN THE MATTER OF THE NOTICE OF INTENTION**  
**TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,**  
**A CORPORATION INCORPORATED UNDER**  
**THE LAWS OF ONTARIO**

**ORDER**  
**(Ancillary Relief)**

**THIS MOTION**, made by Air Georgian Limited (the “**Debtor**”) (a) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Debtor and 2746904 Ontario Inc. (the “**Purchaser**”) dated March 9, 2020, and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”); (b) extending the time for filing a proposal (c) increasing the maximum borrowing available in Post-Filing Advances (as defined the Order of this Court dated February 26, 2020, the “**February 26 Order**”); (d) sealing certain confidential appendices to the Second Report (defined below); and (e) approving the first report of the Proposal Trustee (defined below) dated February 23, 2020 (the “**First Report**”) and the Second Report and the activities of the Proposal Trustee described therein, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Eric Edmondson sworn March 9, 2020 (the “**Affidavit**”) and the second report of KPMG Inc. in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) dated March \_\_\_, 2020 (the “**Second Report**”), and on hearing the



submissions of counsel for the Debtor, the Proposal Trustee, 2229275 Alberta Ltd. (“222”) and those other parties present, as indicated on the counsel slip, no other parties present, although properly served as appears from the affidavit of \_\_\_\_\_ sworn March \_\_, 2020, filed:

### **NOTICE AND SERVICE**

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

### **EXTENSION OF TIME TO FILE A PROPOSAL**

2. **THIS COURT ORDERS** that pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“BIA”), the time for the Debtor to file a proposal with the Official Receiver be and is hereby extended to April 17, 2020.

### **AMENDMENTS TO DIP FINANCING**

3. **THIS COURT ORDERS** that additional Post-Filing Advances shall be made on the same terms as per the February 26 Order, with the exception that Post-Filing Advances from and after the date of this Order, shall be made substantially in accordance with the cash flow budget attached as Appendix “\_\_” to the Second Report (the “**Revised Cash Flow**”).
4. **THIS COURT ORDERS** that for greater certainty, the DIP Lender’s Charge (as defined in the February 26 Order) and the priority afforded thereto shall apply to any Post-Filing Advances made in connection with the Revised Cash Flow.

### **SEALING**

5. **THIS COURT ORDERS** that Confidential Appendices “\_\_” and “\_\_” to the Second Report be and are hereby sealed pending further Order of the Court.

### **ACTIVITIES OF THE PROPOSAL TRUSTEE**

6. **THIS COURT ORDERS** that the First Report and the Second Report and the activities of the Proposal Trustee as set out therein be and are hereby approved.

**MISCELLANEOUS**

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

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Estate No.: No. 32-2613323

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**ORDER**  
**(Ancillary Relief)**

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IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF AIR GEORGIAN LIMITED,  
A CORPORATION INCORPORATED UNDER  
THE LAWS OF ONTARIO

Estate No.: 32-2613323

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced TORONTO**

**MOTION RECORD**  
**(Sale Approval Motion)**  
**returnable March 16, 2020**

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