

Court File No.: BK-26-03382861-0032

Estate No.: 32-3382861

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF  
FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.**

**AFFIDAVIT OF DENNA JALILI**  
Affirmed October 1, 2026

I, **DENNA JALILI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH  
AND SAY:**

1. I am a lawyer with the law firm of Thornton Grout Finnigan LLP, lawyers for Field Aviation Company Inc. (“**Field Canada**”) and Field Aviation East Ltd. and as such, have knowledge of the matters deposed hereinafter. Where I rely on the information or belief of others, I state the source and verily believe same to be true.
2. Attached hereto as Exhibit “**A**” is a copy of the Draken Accommodation Agreement dated June 5, 2026 (redacted to protect sensitive employee information) (the “**Draken Agreement**”), as previously attached as Exhibit “**M**” to the Affidavit of John Mactaggart sworn June 6, 2026, and approved by the Ontario Superior Court of Justice (Commercial List) pursuant to the order of Justice Dietrich dated June 12, 2026.

3. Attached hereto as Exhibit “**B**” is a copy of the first extension to the Draken Agreement, dated August 5, 2026 (redacted to protect sensitive employee information).
4. Attached hereto as Exhibit “**C**” is a copy of the second extension to the Draken Agreement, dated September 18, 2026 (redacted to protect sensitive employee information).
5. Attached hereto as Exhibit “**D**” is a copy of the third extension to the Draken Agreement, dated October 1, 2026.

**AFFIRMED** by **DENNA JALILI** in the City of Toronto, in the Province of Ontario, before me, in the City of Toronto, in the Province of Ontario this 1<sup>st</sup> day of October, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits

**RACHEL NICHOLSON**  
**LSO #68348V**



**DENNA JALILI**

This is Exhibit "A" referred to in the  
Affidavit of Denna Jalili sworn by Denna Jalili of the City of  
Toronto, in the Province of Ontario, before me this 1st day of  
October, 2026 in accordance with *O. Reg. 431/20*,  
*Administering Oath or Declaration Remotely*.



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A Commissioner for taking affidavits

**RACHEL NICHOLSON**  
**LSO #68348V**

## **ACCOMMODATION AGREEMENT**

**This Accommodation Agreement is effective as of June 5, 2026 (the “Effective Date”) by and between**

**Field Aviation Company Inc.**

**-and-**

**ASES, LLC**

**-and-**

**Field Aerospace, Inc.**

**-and-**

**Field Aviation Inc.**

**-and-**

**FR Aviation Limited (trading as Draken)**

**-and-**

**Wells Fargo Bank, National Association**

**WHEREAS** pursuant to the Credit Agreement dated January 29, 2021 (as amended, modified, supplemented, renewed, extended or restated from time to time, including pursuant to the terms and provisions of the Forbearance Agreement (as defined below), the he “**Credit Agreement**”) between Field Aerospace, Inc. (the “**Parent**”), as guarantor, ASES, LLC (“**ASES**”), as borrower, Field Aviation Company Inc. (“**Field**”), as borrower, Field Aviation Inc. (“**FAI**”, and together with Parent, ASES and Field, the “**Companies**”), as guarantor, and Wells Fargo Bank, National Association (the “**Bank**”), as Agent and Lender, the Bank made certain revolving loans available to ASES and Field, which remain outstanding (the “**Outstanding Facilities**”);

**AND WHEREAS** on April 6, 2026, the Bank issued a notice of default (the “**Default Notice**”) to the Parent with respect to continuing defaults by ASES and Field under the Credit Agreement (the “**Defaults**”);

**AND WHEREAS** as a result of these Defaults, including in particular that the Companies were in excess of their permitted borrowings under the Credit Agreement, Field temporarily laid off its employees and is currently considering the filing of a notice of intention to make a proposal pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), or similar proceeding (the “**Proposed Proceedings**”) , with KSV Restructuring Inc. appointed as the Proposal Trustee (in such capacity, the “**Proposal Trustee**”);

**AND WHEREAS**, despite the Defaults, pursuant to a letter agreement dated April 16, 2026 (the “**Overadvance Letter**”), the Bank agreed to make additional advances to the Companies of over US\$1.1 million to address certain unpaid wages and to fund retainers for certain professionals of the Companies, which decision was based in part on Draken (as defined below) agreeing to forthwith pay its existing accounts receivable owed to the Companies;

**AND WHEREAS** pursuant to the Aircraft Modification Services Contract bearing Contract No. 21-4610, as amended by certain Contract Change Orders and Additional Word Requests (collectively, the “**Contract**”), between Field and FR Aviation Limited trading as Draken Europe (“**Draken**”), Field was engaged to provide modification services with respect to two Challenger CL-604 Aircraft (together, the “**Aircraft**”, and the provision of services to modify the Aircraft under the Contract, the “**Program**”);

**AND WHEREAS** ASES provides certain shared services to Field (the “**Shared Services**”) which assist in Field’s ability to complete the Program;

**AND WHEREAS** between the date of the Overadvance Letter and the Effective Date, Draken has paid to Field (which includes payments made directly to ASES for the Shared Services, where applicable): (i) US\$545,512.53 on April 21, 2026 and (ii) US\$112,113.96 on April 22, 2026, each in satisfaction of accounts receivable owing by Draken to Field in connection with the Program, along with (iii) US\$836,012 on April 22, 2026 to fund specified payroll and other costs of Field associated with the Program for a period of three (3) weeks (being the week of April 22, 2026, along with the last two weeks of such costs for the Program), and (iv) US\$278,671 on each of April 28, 2026, May 5, 2026, May 12, 2026, May 19, 2026, May 26, 2026 and June 2, 2026 to fund specified payroll and other costs of Field associated with the Program in those applicable weeks, in accordance with the Operating Plan (as defined below). Accordingly, specified employees have since been recalled to employment at Field for the limited purposes of completing the Program, in connection with the terms set out herein;

**AND WHEREAS** in order to ensure that Field has sufficient funding to operate during the Proposed Proceeding and to complete the Program, both the Bank and Draken wish to provide certain accommodations to the Companies and each other;

**AND WHEREAS**, on and subject to the terms and conditions of the DIP Agreement (as herein defined) and the Forbearance Agreement (as herein defined), and provided further that the DIP Agreement is approved in the Proposed Proceedings, the Bank intends to provide interim financing to Field in such amounts as may be agreed to between Field and the Bank under the DIP Agreement, which shall be subject to the ongoing advance of funds by Draken to cover certain expenses related to the Program, all as contemplated herein;

**AND WHEREAS** Draken has agreed to advance certain funds (as detailed below) to Field and ASES as consideration for Field to complete the Program during the pendency of the Proposed Proceedings;

**AND WHEREAS** this Accommodation Agreement is entered into by and between the Companies, Draken and the Bank (collectively, the “**Parties**”) with the goal of ensuring the successful completion of the Program during the Proposed Proceedings for the benefit of all of the Parties;

**AND WHEREAS** any terms capitalized but not otherwise defined herein have the meanings attributed to them in the Contract;

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## TERMS AND CONDITIONS

1. BANK SUPPORT: The Bank supports this Accommodation Agreement and the terms set out herein, and agrees to advance funds from time to time pursuant and subject to the terms and conditions of an interim financing arrangement to be negotiated and finalized in good faith between the Bank, Field, ASES and Parent (the “**DIP Agreement**”) to be approved by the Court in the Proposed Proceedings, and in accordance with a forbearance and amendment to the Credit Agreement between the Bank, Field, ASES and Parent (the “**Forbearance Agreement**”), which among other things, is intended to (i) ensure Field has sufficient working capital to conduct the Proposed Proceedings and (ii) ensure Field has access to and the benefit of those amounts funded from Draken to Field as set out herein to complete the Program until Delivery of the Aircraft, including payment of employee wages and Shared Services. Accordingly, subject to the terms and conditions of the DIP Agreement and the Forbearance Agreement, and absent a default by the Companies under the DIP Agreement or the Forbearance Agreement, the Bank acknowledges and agrees that it will not take steps or exercise remedies that would impede Field’s ability to complete the Program, nor ASES’s ability to provide the Shared Services to Field.

For greater certainty, in the event that the Bank is repaid in full from the proceeds of any transactions in the course of the Proposed Proceedings, the Bank shall have no further rights or obligations under this agreement.

2. PURPOSE AND PERMITTED PAYMENTS: Field and ASES agree, and the Bank acknowledges and agrees, that Draken shall make and Field and ASES shall receive and apply the Draken Advances (as defined below) in the manner contemplated by paragraph 3 hereof, solely for the following purposes (collectively, the “**Permitted Purpose**”), and in each case, reasonably in accordance with the operating plan prepared by Draken as attached hereto as **Schedule “A”** (the “**Operating Plan**”), from and after the Effective Date until the Completion Date (as defined in the Data Transfer Agreement):
- (i) to retain and pay in full the wages (which for greater certainty, includes payroll, benefits and accrued vacation (but only to the extent accrued during the period from April 22, 2026 until the Completion Date), collectively, the “**Wages**”) of those employees listed on **Schedule “B”** attached hereto (or such other employees as may be required in lieu) (collectively, the “**Employees**”) employed by Field to work exclusively on the Program until the Delivery of the Aircraft;
  - (ii) to fund those costs associated with Field’s infrastructure and facilities for the duration of the Program, including the payment to ASES of Shared Services; and

(iii) to fund the Proposal Trustee, for distribution to the Employees, completion bonuses for the Employees that continuously remain employed by Field through the Completion Date, equal to (i) three months' salary for the respective Employee provided that the Completion Date takes place by the Outside Delivery Date, or (ii) if the Completion Date is completed after the Outside Delivery Date, in an amount equal to three months' salary for the respective Employee less 10% for each week that the Completion Date is delayed after the Outside Delivery Date (the "**Completion Bonuses**").

3. ADVANCES:

Draken will make the following advances (collectively, the "**Draken Advances**"), which replace and supercede any amounts payable by Draken to Field under the Contract:

- (i) Commencing on the Effective Date and until the Completion Date, weekly payments payable to Field and ASES each Tuesday (or, if not a Business Day, the next following day that is a Business Day) (or such other intervals as the Parties may agree, acting reasonably) in the amount set out in the Operating Plan for that week (the "**Weekly Payment**");
- (ii) On the Completion Date, to the Proposal Trustee, the Completion Bonuses as calculated in paragraph 2(iii) above for distribution to the Employees; and
- (iii) Any other amounts that may be agreed to by the Parties, acting reasonably (and, if there are no further amounts owing by Field to the Bank under the Credit Agreement at the time of such proposed payment, then only agreement by Field and Draken is required).

In addition to and separate from the Draken Advances, Draken shall pay to Field the amount of US\$800,000 pursuant to the terms of the data transfer agreement substantially in the form attached hereto as **Schedule "C"** (the "**Data Transfer Agreement**").

4. BUDGET AND REPORTING:

Following receipt of each Weekly Payment, Field and ASES shall provide (i) the Bank with information regarding the breakdown between amounts required for payroll, for materials, for shared services and for profit, and (ii) Draken and the Bank with evidence that the prior Weekly Payment was used in accordance with the Permitted Purpose (the "**Reporting**"). Field shall respond to any reasonable inquiries made from Draken or the Bank for further particulars of any costs relating to the Weekly Payment.

Further, Draken shall appoint an individual (the "**Appointee**") to provide local oversight and support to Field to complete the Program, including, without limitation, reviewing and conducting the

Reconciliation (as defined below) and reviewing agreed changes to Program head count and material spend, from time to time. Field shall cooperate with all reasonable information requests of the Appointee related to the Program. All costs of the Appointee shall be borne by Draken as a cost in addition to any amounts payable hereunder.

5. MATERIALS:

From and after the Effective Date, Draken shall be responsible for the procurement, and payment of, all materials specific to the Program, unless such Program specific material already forms part of Field's inventory, in which case Field shall provide evidence of payment to the third party vendor of such Program specific material which amount will be for the account of Draken in and form part of the Reconciliation prior to the Completion Date.

6. RECONCILIATION

Within Ten (10) Business Days following receipt of Field's final Reporting after the Completion Date, the Parties shall conduct a reconciliation process (the "**Reconciliation**") to assess whether Field's actual costs with respect to the Wages, material, property and insurance costs as incurred by Field in completing the Program under this Accommodation Agreement, are either: (a) in *excess* of the Draken Advances made to Field until the Reconciliation Date (not including the Completion Bonuses), in which case, Draken shall immediately pay any difference to Field, or (b) *less* than the Draken Advances made to Field until the Reconciliation Date (not including the Completion Bonuses), in which case, Field shall immediately pay Draken for any overpayment. For the avoidance of doubt this Reconciliation shall only apply to the payments made under this Accommodation Agreement and not to any payments made previously under the Contract.

7. COVENANTS:

Field agrees to do, or cause to be done, the following, unless otherwise consented to or waived in writing by Draken:

- (a) Comply with sections 2 and 4 herein throughout the duration of the Program;
- (b) Complete the Program through Delivery of the Aircraft by no later than July 17, 2026 (the "**Outside Delivery Date**"), which date may be extended from time to time on written agreement by the Parties (for greater certainty, if there are no further amounts owing by Field to the Bank under the Credit Agreement at the applicable time, then only agreement by Field and Draken is required);
- (c) Field shall comply with its data transfer obligations as set out in the Data Transfer Agreement;
- (d) Until Delivery of the Aircraft, provide the Appointee with reasonable access to information, documents and the Designated Facility and to cooperate with the Appointee;

- (e) Keep Draken apprised, on a timely basis, of all material developments with respect the Proposed Proceedings;
- (f) Conduct its business, including making payments and satisfying employee wages, in accordance with this Accommodation Agreement and the Operating Plan;
- (g) Promptly notify Draken of any circumstance that may negatively impact the Program, including any material change in its business, contractual arrangements or with relationships with third parties;
- (h) Maintain in good standing at all times all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business that is related to the Draken Program;
- (i) Maintain in good standing all licenses, real property leases (subject to any claims that are stayed pursuant to the NOI Proceeding), permits or other qualifications necessary to conduct operations in the ordinary course;
- (j) Comply with all regulatory laws as is customary with carrying out its business operations;
- (k) Maintain the necessary regulatory approvals to complete the Program and effect delivery and certification of the aircrafts;
- (l) Comply with the Data Transfer Agreement; and
- (m) Comply with the Proposed Proceedings.

8. COURT-ORDERED CHARGES

Draken acknowledges and agrees that it will not object to or oppose Field's efforts to seek the following court-ordered charges, which in each case, shall rank ahead of all prior claims against Field's property and assets: (i) an Administration Charge to secure all fees of Field's counsel, along with the fees of a court-appointed licensed insolvency trustee and its counsel, (ii) an interim financing charge to secure the interim financing facility to be provided by the Bank, along with all interest, fees and costs associated therewith; (iii) a charge in favour of Field's directors and officers to secure any liabilities that they may incur during the course of the Proposed Proceedings, subject to typical carve-outs; (iv) a charge to secure Field's key employee retention plan; and (v) a transaction charge to secure any bid protections payable to a stalking horse purchaser.

9. NOTICES:

Any notice, request or other communication hereunder to any of the Parties shall be in writing and be sufficiently given if delivered

personally or sent by email to such party at its address set out below, with a copy to counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

**If, to Field:**

Field Aviation Canada Inc.  
2450 Derry Road, East, Hangar 2  
Mississauga, Ontario L5S 1B2

Attention: Brian Love  
Email: [blove@fieldaero.com](mailto:blove@fieldaero.com)

With a copy to counsel:

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

Attention: Rachel Nicholson  
Email: [rnicholson@tgf.ca](mailto:rnicholson@tgf.ca)

**If, to Draken:**

Bournemouth International Airport  
Christchurch, Dorset  
BH23 6NE  
United Kingdom

Attention: Daniel Lewis and Richard Stoate  
Email: [daniel.lewis@draken.aero](mailto:daniel.lewis@draken.aero) and [richard.stoate@draken.aero](mailto:richard.stoate@draken.aero)

With a copy to counsel:

DLA Piper (Canada) LLP  
333 Bay Street, Suite 5100  
Toronto, ON M5H 2S7

Attention: Edmond Lamek  
Email: [edmond.lamek@ca.dlapiper.com](mailto:edmond.lamek@ca.dlapiper.com)

**If, to the Bank:**

Wells Fargo Bank, National Association  
150 E. 42<sup>nd</sup> Street, 40<sup>th</sup> Floor  
New York, NY 100017

Attention: Anthony Montemarano  
Email: [Anthony.Montemarano@wellsfargo.com](mailto:Anthony.Montemarano@wellsfargo.com)

With a copy to counsel:

Goodmans LLP  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

Attention: Joe Latham  
Email: [jlatham@goodmans.ca](mailto:jlatham@goodmans.ca)

10. BUSINESS DAY: “Business Day” means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada.
11. DISCLOSURE Disclosure of this Accommodation Agreement may be made by Field to the Employees, as needed in respect of the Program, and to the Court in the Proposed Proceeding, as applicable.
12. CURRENCY: All dollar amounts herein are in U.S. dollars unless stated otherwise.
13. COUNTERPARTS AND SIGNATURES: This Accommodation Agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
14. GOVERNING LAW: This Accommodation Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

*(Signatures on following page)*

*Execution Version*

**IN WITNESS HEREOF**, the parties hereby execute this Accommodation Agreement as at the date first above mentioned.

**FIELD AVIATION COMPANY INC.**

Signed by:

*John Mactaggart*

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**ASES LLC**

Signed by:

*John Mactaggart*

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**FIELD AVIATION INC.**

Signed by:

*John Mactaggart*

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

- 10 -

**FIELD AEROSPACE, INC.**

Signed by:

*John Mactaggart*

EB55A634D2E640B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

Name:

Title:

I have authority to bind the corporation.

**FR AVIATION LIMITED (DRAKEN)**

Signed by:

*Richard Stoate*

9155CB9C50D140D...

Name: Rochard Stoate

Title: Global Vice President Contracts and  
Commercial

I have authority to bind the corporation.

**FIELD AEROSPACE, INC.**

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Name:

Title:

I have authority to bind the corporation.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**



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Name: Eric Swan

Title: Executive Director

I have authority to bind the corporation.

**FR AVIATION LIMITED (DRAKEN)**

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Name: Rochard Storate

Title: Global Vice President Contracts and  
Commercial

I have authority to bind the corporation.

**SCHEDULE “A”**  
**OPERATING PLAN**

Field Aviation Company Inc.  
Draken Operating Plan

| Account                             | Week 1         | Week 2         | Week 3         | Week 4         | Week 5         | Week 6         | Week 7         | Week 8         | Week 9         | Week 10        | Week 11        | Week 12        | Total            |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|
| <b>COST OF GOODS SOLD</b>           |                |                |                |                |                |                |                |                |                |                |                |                |                  |
| Materials                           | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 90,088         | 1,081,059        |
| Employee Remuneration/Benefits      | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 92,329         | 1,107,948        |
| Property Costs                      | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 103,899        | 1,246,789        |
| Business Insurance                  | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 5,762          | 69,145           |
| <b>TOTAL COST OF SALES</b>          | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>292,078</b> | <b>3,504,941</b> |
| <b>*Fee (25%)</b>                   | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>73,020</b>  | <b>876,235</b>   |
| <b>TOTAL Amount Payable (\$CAD)</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>365,098</b> | <b>4,381,176</b> |
| FX Rate                             | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500         | 1.3500           |
| <b>TOTAL Amount Payable (\$USD)</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>270,443</b> | <b>3,245,315</b> |

\*Fee includes other overhead and corporate support

**SCHEDULE “B”**  
**EMPLOYEE RETENTION LIST**

**[REDACTED]**

This is Exhibit “B” referred to in the  
Affidavit of Denna Jalili sworn by Denna Jalili of the City of  
Toronto, in the Province of Ontario, before me this 1st day of  
October, 2026 in accordance with *O. Reg. 431/20*,  
*Administering Oath or Declaration Remotely*.



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A Commissioner for taking affidavits

**RACHEL NICHOLSON**  
**LSO #68348V**

FR Aviation Limited, trading as Draken  
Bournemouth Airport, Christchurch,  
Dorset U.K. BH23 6NE

August 5, 2026

By Email

John MacTaggart and Brian Love  
Field Aviation Company Inc. (trading as Field Aerospace)  
2450 Derry Rd. E., Hangar 2  
Mississauga  
Ontario  
L5S 1B2  
Canada

RE: Accommodation Agreement and Operating Plan Extension Agreement

We refer to the Accommodation Agreement dated effective June 5, 2026 (the “**Agreement**”) by and among Field Aviation Company Inc. (“**Field**”), ASES, LLC, Field Aerospace Inc., Field Aviation Inc. (collectively, the “**Companies**”), FR Aviation Limited trading as Draken (“**Draken**”) and Wells Fargo Bank, National Association (the “**Bank**” and together with the Companies and Draken, the “**Parties**”).

This letter records, confirms and extends the binding agreement of the Parties to extend the operation of and covenants and agreements contained in the Agreement in accordance with the Operating Plan for the period commencing on July 17, 2026 (the “**Original Outside Delivery Date**”) and ending September 18, 2026 (the “**Extension Period**”), including the payroll costs set out herein attached hereto as **Schedule “A”** (the “**Extended Operating Plan**”), subject to the Parties’ binding agreement herein to following amendments:

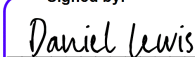
- A. Terms not otherwise defined herein have the meanings attributed to them in the Agreement.
- B. The obligations of the Companies to the Bank were repaid in full on July 31, 2026 and accordingly, pursuant to section 1 of the Agreement, the Bank has no further rights or obligations under the Agreement and is not a signatory to this amendment.
- C. Pursuant to section 7(b) of the Agreement, the Parties have agreed to amend and extend the “**Outside Delivery Date**” to August 21, 2026, and Draken agrees to continue funding all Wages of the Employees until such date (regardless of whether the Completion Date, subject to Testing (as defined below), occurs prior to the Outside Delivery Date). All references in the Agreement to “**Completion Date**”, shall mean the earlier of (i) the date that the modifications to the aircraft are completed, and (ii) August 21, 2026. For greater certainty, the reference to “Outside Delivery Date” in section 2(iii) shall mean the Original Outside Delivery Date.
- D. All testing of the Aircraft (“**Testing**”), which will take place at Field’s facility, shall take place between the Completion Date and September 18, 2026 (the “**Testing Completion Date**”). Draken agrees to fund the Wages of those Field staff working on Testing, and all other Weekly Payments, in accordance with the Extended Operating Plan until the Testing Completion Date (even if all Testing concludes prior to the Testing Completion Date).
- E. The reference to ‘Completion Date’ in section 6 (Reconciliation) shall be amended to read the “Testing Completion Date”.

- F. Schedule "A" to the Agreement shall be amended, as at July 18, 2026, to mean the Schedule "A" attached hereto.
- G. Field will use reasonable commercial efforts to reduce its leased facilities size and if and to the extent such reductions result in rent savings, such savings shall accrue to the benefit of Draken.
- H. There shall be no other amendments to the Agreement other than as set out herein. Further and for greater certainty:
- a. notwithstanding the Extension Period and amendments set out above, the Completion Bonuses referred to in subsection 2(iii) of the Agreement shall remain calculated with reference to the Original Outside Delivery Date; and
  - b. all payments due under the Extended Operating Plan remain subject to the prescribed Reconciliation process set out in Article 6 of the Agreement.
- I. This Accommodation Agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
- J. This Accommodation Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

***(Signatures on following page)***

**FR AVIATION LIMITED (DRAKEN)**

Signed by:



Daniel Lewis

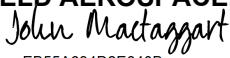
Commercial Director Operational Readiness Training  
I have authority to bind the corporation

The foregoing terms are hereby acknowledged and agreed to and binding upon all Parties as at the date first above mentioned.

**FIELD AVIATION COMPANY INC.**  
Signed by:  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: CEO  
I have authority to bind the corporation.

**ASES, LLC**  
Signed by:  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: CEO  
I have authority to bind the corporation.

**FIELD AVIATION INC.**  
Signed by:  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: CEO  
I have authority to bind the corporation.

**FIELD AEROSPACE, INC.**  
Signed by:  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: CEO  
I have authority to bind the corporation.

- 4 -

**Schedule "A"**  
**Operating Plan**

Field Aviation Company Inc.  
Draken Operating Plan

|                                | Projected through<br>9/25/26 | Actual    | (Over)/Under<br>Funded |
|--------------------------------|------------------------------|-----------|------------------------|
| Account                        | Incurred                     | Paid      | Variance               |
| COST OF GOODS SOLD             |                              |           |                        |
| Materials                      | 779,055                      | 1,081,059 | (302,004)              |
| Employee Remuneration/Benefits | 2,611,741                    | 1,214,577 | 1,397,164              |
| Property Costs                 | 1,739,797                    | 1,246,789 | 493,009                |
| Business Insurance             | 124,846                      | 69,145    | 55,700                 |
| TOTAL COST OF SALES            | 5,255,440                    | 3,611,570 | 1,643,870              |
| US Shared Services*            | 1,655,303                    | 902,893   | 752,410                |
| TOTAL Amount Payable (\$CAD)   | 6,910,743                    | 4,514,463 | 2,396,280              |
| FX Rate                        | 1.3500                       | 1.3500    | 1.3500                 |
| TOTAL Amount Payable (\$USD)   | 5,119,069                    | 3,344,046 | 1,775,022              |

\*Includes other overhead and corporate support

| Proposed Payment Schedule (\$USD) |               |                    |           |
|-----------------------------------|---------------|--------------------|-----------|
| Payment Date                      | Cost of Sales | US Shared Services | Total     |
| 2026-07-20                        | -             | 55,734             | 55,734    |
| 2026-07-27                        | -             | 55,734             | 55,734    |
| 2026-08-03                        | 500,000       | 55,734             | 555,734   |
| 2026-08-10                        | 145,000       | 55,734             | 200,734   |
| 2026-08-17                        | 145,000       | 55,734             | 200,734   |
| 2026-08-24                        | 145,000       | 55,734             | 200,734   |
| 2026-08-31                        | 145,000       | 55,734             | 200,734   |
| 2026-09-07                        | 145,000       | 55,734             | 200,734   |
| 2026-09-14                        | -             | 55,734             | 55,734    |
| 2026-09-21                        | -             | 55,734             | 55,734    |
|                                   | 1,225,000     | 557,340            | 1,782,340 |

Field Aviation Company Inc.  
Draken Operating Plan

|                                                    | Actual<br>2026-05-01 | Actual<br>2026-05-08 | Actual<br>2026-05-15 | Actual<br>2026-05-22 | Actual<br>2026-05-29 | Actual<br>2026-06-05 | Actual<br>2026-06-12 | Actual<br>2026-06-19 | Actual<br>2026-06-26 | Actual<br>2026-07-03 | Projected<br>2026-07-10 | Projected<br>2026-07-17 | Projected<br>2026-07-24 | Projected<br>2026-07-31 | Projected<br>2026-08-07 | Projected<br>2026-08-14 | Projected<br>2026-08-21 | Projected<br>2026-08-28 | Projected<br>2026-09-04 | Projected<br>2026-09-11 | Projected<br>2026-09-18 | Projected<br>2026-09-25 |           |
|----------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------|
| Account                                            | Week 1               | Week 2               | Week 3               | Week 4               | Week 5               | Week 6               | Week 7               | Week 8               | Week 9               | Week 10              | Week 11                 | Week 12                 | Week 13                 | Week 14                 | Week 15                 | Week 16                 | Week 17                 | Week 18                 | Week 19                 | Week 20                 | Week 21                 | Week 22                 | Total     |
| COST OF GOODS SOLD                                 |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| Materials                                          | 39,904               | 2,680                | 83,018               | 149,731              | 2,081                | 5,856                | 6,034                | 14,201               | 247                  | 310,303              | 25,000                  | 20,000                  | 20,000                  | 20,000                  | 10,000                  | 10,000                  | 10,000                  | 10,000                  | 10,000                  | 10,000                  | 10,000                  | 10,000                  | 779,055   |
| Employee Remuneration/Benefits                     | 23,589               | 88,601               | 138,008              | 183,867              | 101,673              | 196,448              | 221                  | 179,206              | 19,276               | 291,272              | 18,325                  | 192,871                 | 120,000                 | 191,106                 | -                       | 179,651                 | 120,000                 | 189,120                 | -                       | 104,503                 | 120,000                 | 154,004                 | 2,611,741 |
| Property Costs                                     | 450,229              | -                    | -                    | -                    | -                    | 322,392              | -                    | -                    | -                    | 322,392              | -                       | -                       | -                       | -                       | 322,392                 | -                       | -                       | -                       | 322,392                 | -                       | -                       | -                       | 1,739,797 |
| Business Insurance                                 | 24,969               | -                    | -                    | -                    | -                    | 24,969               | -                    | -                    | -                    | 24,969               | -                       | -                       | -                       | -                       | 24,969                  | -                       | -                       | -                       | 24,969                  | -                       | -                       | -                       | 124,846   |
| TOTAL COST OF SALES                                | 538,691              | 91,281               | 221,026              | 333,598              | 103,754              | 549,666              | 6,255                | 193,407              | 19,523               | 948,936              | 43,325                  | 212,871                 | 140,000                 | 211,106                 | 357,361                 | 189,651                 | 130,000                 | 199,120                 | 357,361                 | 114,503                 | 130,000                 | 164,004                 | 5,255,440 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| US Shared Services*                                | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241               | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 75,241                  | 1,655,303 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| TOTAL Amount Payable (\$CAD)                       | 613,932              | 166,522              | 296,267              | 408,839              | 178,995              | 624,907              | 81,496               | 268,648              | 94,764               | 1,024,177            | 118,566                 | 288,112                 | 215,241                 | 286,347                 | 432,602                 | 264,892                 | 205,241                 | 274,361                 | 432,602                 | 189,744                 | 205,241                 | 239,245                 | 6,910,743 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| FX Rate                                            | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500               | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500                  | 1.3500    |
| TOTAL Amount Payable (\$USD)                       | 454,765              | 123,349              | 219,457              | 302,844              | 132,589              | 462,894              | 60,367               | 198,999              | 70,196               | 758,650              | 87,826                  | 213,416                 | 159,438                 | 212,109                 | 320,446                 | 196,216                 | 152,030                 | 203,230                 | 320,446                 | 140,551                 | 152,030                 | 177,218                 | 5,119,069 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| *Fee includes other overhead and corporate support |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| TOTAL COST OF SALES (\$USD)                        |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| Incurred                                           | 399,031              | 67,615               | 163,723              | 247,110              | 76,855               | 407,160              | 4,633                | 143,265              | 14,461               | 702,916              | 32,092                  | 157,682                 | 103,704                 | 156,375                 | 264,712                 | 140,482                 | 96,296                  | 147,496                 | 264,712                 | 84,817                  | 96,296                  | 121,484                 | 3,892,918 |
| Cumulative Incurred                                | 399,031              | 466,646              | 630,369              | 877,479              | 954,334              | 1,361,494            | 1,366,127            | 1,509,392            | 1,523,853            | 2,226,769            | 2,258,861               | 2,416,543               | 2,520,247               | 2,676,622               | 2,941,334               | 3,081,816               | 3,178,112               | 3,325,609               | 3,590,321               | 3,675,138               | 3,771,434               | 3,892,918               | 3,892,918 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| Funded                                             | 891,748              | 222,937              | 222,937              | 222,937              | 222,937              | 222,937              | 222,937              | 222,937              | 222,937              | -                    | -                       | -                       | -                       | -                       | 500,000                 | 145,000                 | 145,000                 | 145,000                 | 145,000                 | 145,000                 | -                       | -                       | 3,900,244 |
| Cumulative Funded                                  | 891,748              | 1,114,685            | 1,337,622            | 1,560,559            | 1,783,496            | 2,006,433            | 2,229,370            | 2,452,307            | 2,675,244            | 2,675,244            | 2,675,244               | 2,675,244               | 2,675,244               | 2,675,244               | 3,175,244               | 3,320,244               | 3,465,244               | 3,610,244               | 3,755,244               | 3,900,244               | 3,900,244               | 3,900,244               | 3,900,244 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| (Over)/Under Funded                                | (492,717)            | (648,039)            | (707,253)            | (683,080)            | (829,162)            | (644,939)            | (863,243)            | (942,915)            | (1,151,391)          | (448,475)            | (416,383)               | (258,701)               | (154,997)               | 1,378                   | (233,910)               | (238,428)               | (287,132)               | (284,635)               | (164,923)               | (225,106)               | (128,810)               | (7,326)                 | (7,326)   |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| US Shared Services (\$USD)                         |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| Incurred                                           | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 1,226,148 |
| Cumulative Incurred                                | 55,734               | 111,468              | 167,202              | 222,936              | 278,670              | 334,404              | 390,138              | 445,872              | 501,606              | 557,340              | 613,074                 | 668,808                 | 724,542                 | 780,276                 | 836,010                 | 891,744                 | 947,478                 | 1,003,212               | 1,058,946               | 1,114,680               | 1,170,414               | 1,226,148               | 1,226,148 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| Funded                                             | 222,936              | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | 55,734               | -                    | -                       | -                       | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 55,734                  | 1,226,148 |
| Cumulative Funded                                  | 222,936              | 278,670              | 334,404              | 390,138              | 445,872              | 501,606              | 557,340              | 613,074              | 668,808              | 668,808              | 668,808                 | 668,808                 | 724,542                 | 780,276                 | 836,010                 | 891,744                 | 947,478                 | 1,003,212               | 1,058,946               | 1,114,680               | 1,170,414               | 1,226,148               | 1,226,148 |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| (Over)/Under Funded                                | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (167,202)            | (111,468)            | (55,734)                | -                       | -                       | -                       | -                       | -                       | -                       | -                       | -                       | -                       | -                       | -                       | -         |
|                                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |           |
| TOTAL Amount Incurred (\$USD)                      | 454,765              | 578,114              | 797,571              | 1,100,415            | 1,233,004            | 1,695,898            | 1,756,265            | 1,955,264            | 2,025,459            | 2,784,109            | 2,871,935               | 3,085,351               | 3,244,789               | 3,456,898               | 3,777,344               | 3,973,560               | 4,125,590               | 4,328,821               | 4,649,267               | 4,789,818               | 4,941,848               | 5,119,066               | 5,119,066 |
| TOTAL Amount Paid (\$USD)                          | 1,114,684            | 1,393,355            | 1,672,026            | 1,950,697            | 2,229,368            | 2,508,039            | 2,786,710            | 3,065,381            | 3,344,052            | 3,344,052            | 3,344,052               | 3,344,052               | 3,399,786               | 3,455,520               | 4,011,254               | 4,211,988               | 4,412,722               | 4,613,456               | 4,814,190               | 5,014,924               | 5,070,658               | 5,126,392               | 5,126,392 |
| (Over)/Under Funded                                | (659,919)            | (815,241)            | (874,455)            | (850,282)            | (996,364)            | (812,141)            | (1,030,445)          | (1,110,117)          | (1,318,593)          | (559,943)            | (472,117)               | (258,701)               | (154,997)               | 1,378                   | (233,910)               | (238,428)               | (287,132)               | (284,635)               | (164,923)               | (225,106)               | (128,810)               | (7,326)                 | (7,326)   |

[Employee List - Redacted]

This is Exhibit "C" referred to in the  
Affidavit of Denna Jalili sworn by Denna Jalili of the City of  
Toronto, in the Province of Ontario, before me this 1st day of  
October, 2026 in accordance with *O. Reg. 431/20*,  
*Administering Oath or Declaration Remotely*.



---

A Commissioner for taking affidavits

**RACHEL NICHOLSON**  
**LSO #68348V**

FR Aviation Limited, trading as Draken  
Bournemouth Airport, Christchurch,  
Dorset U.K. BH23 6NE

September 18, 2026

By Email

John MacTaggart and Brian Love  
Field Aviation Company Inc. (trading as Field Aerospace)  
2450 Derry Rd. E., Hangar 2  
Mississauga, Ontario  
L5S 1B2

RE: Accommodation Agreement - Second Extension

We refer to the Accommodation Agreement dated effective June 5, 2026 (the “**Agreement**”) by and among Field Aviation Company Inc. (“**Field**”), ASES, LLC, Field Aerospace Inc., Field Aviation Inc. (collectively, the “**Companies**”), FR Aviation Limited trading as Draken (“**Draken**” and together with Field, the “**Parties**”) and Wells Fargo Bank, National Association (the “**Bank**”) which was paid out by on July 31, 2026, and no longer has an interest in the subject matter of the Agreement. The Agreement was amended and extended by letter agreement between the Parties dated August 5, 2026 (the “**First Extension Letter**”) including to provide for an Extension Period as defined therein to end on September 18, 2026 and Draken funding of certain amounts during the Extension Period.

This letter (“**Second Extension Letter**”) records, confirms and extends the binding agreement of the Parties to extend the operation of and covenants and agreements contained in the Agreement and First Extension Letter in accordance with the Operating Plan for the period commencing on September 19, 2026 and ending on September 30, 2026 (the “**Second Extension Period**”), including the funding by Draken of payroll and other costs set out in **Schedule “A”** hereto, subject to the Parties’ binding agreement herein to following amendments:

- A. Capitalized terms not otherwise defined herein have the meanings attributed to them in the Agreement and the First Extension Letter.
- B. All further Testing which will take place at Field’s facility, shall take place between September 19, 2026 and September 30, 2026 (the “**New Testing Completion Date**”). Draken agrees to fund the Wages of those Field staff working on Testing, and all other payments set out in **Schedule “A”** hereto, until the New Testing Completion Date (even if all Testing concludes prior to the New Testing Completion Date).
- C. The reference to ‘Completion Date’ in section 6 (Reconciliation) of the Agreement shall be amended to read the “New Testing Completion Date”.
- D. There shall be no other amendments to the Agreement as amended by the First Extension Letter other than as set out herein. Further and for greater certainty:
  - a. notwithstanding the Second Extension Period and amendments set out above, the Completion Bonuses referred to in subsection 2(iii) of the Agreement shall remain calculated with reference to the Original Outside Delivery Date; and
  - b. all payments reflected in **Schedule “A”** hereto remain subject to the prescribed Reconciliation process set out in Article 6 of the Agreement.

- 2 -

- E. This Second Extension Letter may be executed in counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
- F. This Second Extension Letter shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**FR AVIATION LIMITED (DRAKEN)**

Signed by:

*Daniel Lewis*

AE611898105746C...

Daniel Lewis

Commercial Director, Operational Readiness Training

I have authority to bind the corporation

**The foregoing terms are hereby acknowledged and agreed to and binding upon all Parties** as at the date first above mentioned.

**FIELD AVIATION COMPANY INC.**

Signed by:

*Brian Love*

FD8E348CDEE4AA

Name: Brian Love

Title: Director

I have authority to bind the corporation.

**ASES, LLC**

Signed by:

*John Mactaggart*

EB55A094D2E040B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**FIELD AVIATION INC.**

Signed by:

*John Mactaggart*

EB55A634D2E040B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**FIELD AEROSPACE, INC.**

Signed by:

*John Mactaggart*

EB55A634D2E040B...

Name: John Mactaggart

Title: CEO

I have authority to bind the corporation.

**AMOUNTS TO BE FUNDED BY DRAKEN DURING SECOND EXTENSION PERIOD**

[illegible]

This is Exhibit "D" referred to in the  
Affidavit of Denna Jalili sworn by Denna Jalili of the City of  
Toronto, in the Province of Ontario, before me this 1st day of  
October, 2026 in accordance with *O. Reg. 431/20*,  
*Administering Oath or Declaration Remotely*.



---

A Commissioner for taking affidavits

**RACHEL NICHOLSON**  
**LSO #68348V**

FR Aviation Limited, trading as Draken  
Bournemouth Airport, Christchurch,  
Dorset U.K. BH23 6NE

October 1, 2026

By Email

Brian Love  
Field Aviation Company Inc. (trading as Field Aerospace)  
2450 Derry Rd. E., Hangar 2  
Mississauga, Ontario  
L5S 1B2

RE: Accommodation Agreement - Second Extension

We refer to the Accommodation Agreement dated effective June 5, 2026 (the “**Agreement**”) by and among Field Aviation Company Inc. (“**Field**”), ASES, LLC, Field Aerospace Inc., Field Aviation Inc. (collectively, the “**Companies**”), FR Aviation Limited trading as Draken (“**Draken**” and together with Field, the “**Parties**”) and Wells Fargo Bank, National Association (the “**Bank**”) which was paid out by on July 31, 2026, and no longer has an interest in the subject matter of the Agreement. The Agreement was amended and extended by letter agreements between the Parties dated August 5, 2025 and September 18, 2026 (the “**Prior Extension Letters**”) including to provide for Extension Periods to end on September 30, 2026, and Draken funding of certain amounts during the Extension Period.

This letter (“**Third Extension Letter**”) records, confirms and extends the binding agreement of the Parties to extend the operation of and covenants and agreements contained in the Agreement and Prior Extension Letters in accordance with the Operating Plan for the period commencing on September 30, 2026 and ending on the earlier of: (i) the date upon which Field is deemed to have made an assignment in bankruptcy pursuant to section 50.4(8) of the *Bankruptcy and Insolvency Act*; and (ii) November 17, 2026 (the “**Third Extension Period**”), including the funding by Draken of payroll and other costs set out in **Schedule “A”** hereto, subject to the Parties’ binding agreement herein to following amendments:

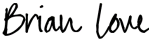
- A. Capitalized terms not otherwise defined herein have the meanings attributed to them in the Agreement and the Prior Extension Letters.
- B. Upon execution of this Third Extension Letter, Field shall issue an invoice to Draken for the payment of US\$165,023, which shall be immediately payable by Draken.
- C. Subject to Draken reaching an agreement with the facility landlord, all further Testing will take place at Field’s facility (although Draken shall be the tenant in respect of such facility in all respects), failing such an agreement, at another nearby facility, between September 30, 2026 and November 17, 2026 (the “**New Testing Completion Date**”). Draken agrees to fund the Wages of those Field staff working on Testing, and all other payments in accordance with the weekly schedule set out in **Schedule “A”** hereto, until the New Testing Completion Date (even if all Testing concludes prior to the New Testing Completion Date). Further, until the New Testing Completion Date, Draken shall ensure that it has adequate commercial insurance coverage in respect of the facility, including in its capacity as tenant.
- D. The reference to ‘Completion Date’ in section 6 (Reconciliation) of the Agreement shall be amended to read the “New Testing Completion Date”.

- 2 -

- E. The obligations and agreement of the parties as set out in paragraphs C and D above are subject to an order being granted by the Ontario Superior Court of Justice (Commercial List) further extending the stay of proceedings in this matter, which is currently set to expire on October 3, 2026.
- F. There shall be no other amendments to the Agreement as amended by the Prior Extension Letters other than as set out herein. Further and for greater certainty:
- a. notwithstanding the Third Extension Period and amendments set out above, the Completion Bonuses referred to in subsection 2(iii) of the Agreement shall remain calculated with reference to the Original Outside Delivery Date; and
  - b. all payments reflected in **Schedule "A"** hereto remain subject to the prescribed Reconciliation process set out in Article 6 of the Agreement.
- G. This Third Extension Letter may be executed in counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
- H. This Third Extension Letter shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Signed by  
**FR AVIATION LIMITED (DRAKEN)**  
  
AEC11CD010B74CC...  
Name: Daniel Lewis  
Title: Director  
I have authority to bind the corporation

**The foregoing terms are hereby acknowledged and agreed to and binding upon all Parties** as at the date first above mentioned.

Signed by  
**FIELD AVIATION COMPANY INC.**  
  
FD8F348CDDEE4AA...  
Name: Brian Love  
Title: Director  
I have authority to bind the corporation.

Signed by  
**ASES, LLC**  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: Director  
I have authority to bind the corporation.

Signed by  
**FIELD AVIATION INC.**  
  
EB55A634D2E640B...  
Name: John Mactaggart  
Title: Director  
I have authority to bind the corporation.

- 3 -

Signed by  
**FIELD AEROSPACE, INC.**

*John Mactaggart*

EB55A634D2E640B...  
Name: John Mactaggart

Title: Director

I have authority to bind the corporation.

**SCHEDULE "A"****AMOUNTS TO BE FUNDED BY DRAKEN DURING THIRD EXTENSION PERIOD**

|                                        |                                             |                   |                                                  |                   |  |  |
|----------------------------------------|---------------------------------------------|-------------------|--------------------------------------------------|-------------------|--|--|
| <b>Field Aviation Company Inc.</b>     |                                             |                   |                                                  |                   |  |  |
| <b>Draken Operating Plan</b>           |                                             |                   |                                                  |                   |  |  |
| <b>Extension from 9/30/26-11/17/26</b> |                                             |                   |                                                  |                   |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |
|                                        | Employee Remuneration/Benefits              | Total             | Salary                                           | Union             |  |  |
|                                        | Salaries                                    | 271,733.05        | 178,481.79                                       | 93,251.26         |  |  |
|                                        | Vacation                                    | 19,932.19         | 12,602.66                                        | 7,329.52          |  |  |
|                                        | Notice                                      | 54,849.07         | 35,380.94                                        | 19,468.13         |  |  |
|                                        | Bonus                                       | 38,046.00         | 21,012.00                                        | 17,034.00         |  |  |
|                                        | <b>Total Employee Remuneration/Benefits</b> | <b>384,560.31</b> | <b>247,477.40</b>                                | <b>137,082.91</b> |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |
|                                        | <b>Business Insurance</b>                   | <b>50,000.00</b>  | <Estimate based on previous extension            |                   |  |  |
|                                        | <b>Other Costs</b>                          | <b>89,239.69</b>  | <Professional fees, travel, utilities, bank fees |                   |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |
|                                        | <b>Total Cost of Sales (\$CAD)</b>          | <b>523,800.00</b> |                                                  |                   |  |  |
|                                        | FX Rate                                     | 1.3500            |                                                  |                   |  |  |
|                                        | <b>Total Cost of Sales (\$USD)</b>          | <b>388,000.00</b> |                                                  |                   |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |
|                                        | US Shared Services (\$USD)                  | 55,734            |                                                  |                   |  |  |
|                                        | # of Weeks                                  | 7                 |                                                  |                   |  |  |
|                                        | <b>Total US Shared Services (\$USD)</b>     | <b>390,138.00</b> |                                                  |                   |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |
|                                        | <b>Total Amount Payable (\$USD)</b>         | <b>778,138.00</b> |                                                  |                   |  |  |
|                                        |                                             |                   |                                                  |                   |  |  |

|  |                    | Due Date       |                |                |                |                |                |                |
|--|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|  |                    | Upon Execution | 10/6/2026      | 10/13/2026     | 10/20/2026     | 10/27/2026     | 11/3/2026      | Total          |
|  | Cost of Goods      | 100,000        | 57,600         | 57,600         | 57,600         | 57,600         | 57,600         | 388,000        |
|  | US Shared Services | 65,023         | 65,023         | 65,023         | 65,023         | 65,023         | 65,023         | 390,138        |
|  | <b>Total</b>       | <b>165,023</b> | <b>122,623</b> | <b>122,623</b> | <b>122,623</b> | <b>122,623</b> | <b>122,623</b> | <b>778,138</b> |
|  |                    |                |                |                |                |                |                |                |

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

Court File No.: BK-26-03382861-0032

Estate No.: 32-3382861

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

Proceeding commenced at Toronto

**AFFIDAVIT OF DENNA JALILI**

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