

COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT THIRD EYE CAPITAL CORPORATION
RESPONDENTS OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC. 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
DOCUMENT AFFIDAVIT No. 3 of KENNETH I. MIZERA

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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AFFIDAVIT OF KENNETH I. MIZERA

SWORN ON SEPTEMBER 27, 2018

I, KENNETH I. MIZERA of City of Calgary, in the Province of Alberta, Businessman, SWEAR AND SAY THAT:

I. INTRODUCTION

1. I am the sole officer and director of Airborne Energy Solutions Inc. (AES) and as such have a personal knowledge of the matters hereinafter deposed to except where otherwise stated to be based upon information and belief, and where so stated, I do verily believe the same to be true.

2. Capitalized terms used but not defined in this Affidavit have the meanings given to them in the First Mizera Affidavit, my Affidavit of June 9, 2018 attached as an exhibit to the First Mizera Affidavit, and in the Second Mizera Affidavit.

3. I make this Affidavit in support of an order in the form attached as Schedule "B" to the Application of AES filed in these proceedings on August 3, 2018, and in opposition to the cross-application of TEC filed on August 8, 2018 seeking, among other things, the return of the Business to the Receiver or OpsMobil to be sold. This Affidavit also responds to the Fourth Affidavit of Mark Horrox sworn in these proceedings on August 8, 2018 (**Fourth Horrox Affidavit**), and the First Report of the Receiver filed in these proceedings on August 8, 2018 (**First Report**).

4. I do verily state that the evidence stated in the First Mizera Affidavit, as amended, my Affidavit of June 9, 2018 attached as an exhibit thereto, and the Second Mizera Affidavit remain true and correct.

II. BUSINESS DECISIONS

5. TEC and the Receiver state or imply in their evidence and argument that AES should abide by the business decision it made and the risks it undertook. However, this statement belies the fact that AES's decision to proceed with this transaction was based upon the representations, assurances and continual commitments of TEC that TEC would honour its obligations to discharge its security on closing, ensure all accounts receivables of the Business from the Effective Date of November 1, 2017 would belong to AES, and generally act in good faith to support, and not obstruct, the closing.

6. Unknown to AES, and contrary to the prior representations and assurances of TEC, the true planned intention of TEC, now evident, was apparently to have AES operate, improve, and interim finance the Business until the receivership, for the sole benefit of TEC as the first ranking secured creditor, as advised by the Receiver. TEC now seeks to confiscate the increased value of the Business which has resulted from the work and investment of AES. Further, through use of these receivership proceedings, TEC now improperly seeks to disavow the transaction and recover the Business and trust monies for the windfall of TEC, and to the detriment of AES.

7. TEC should honour its commitments, abide by the business decisions it made, the risks it assumed when it consented to the transaction and consented to AES taking possession and operation of the Business, and consented to AES receiving all the receivables related to the Business from the Effective Date. This is

particularly so given that TEC actively participated in, consented to, and controlled the closing of the transaction. TEC should be estopped by this Honourable Court from now claiming otherwise, to its improper advantage.

III. RE-TRANSFER OF BUSINESS

8. This part of my Affidavit responds to paragraphs 24-29 of the Fourth Horrox Affidavit and paragraphs 38 and 48-51 of the First Report.

9. First, I note that the cross application of TEC is apparently directed not only at AES, but also at Rilpa. TEC is not entitled to any relief against Rilpa who is not a party to these proceedings. Further, Rilpa is not party to the Term Sheet, PSA or TSA, and is not in possession of or operation of the Business, which is comprised of the assets sold by OpsMobil to AES under the PSA. Accordingly, there is no basis upon which this Honourable Court could order Rilpa to return anything to the Receiver. There is no evidence justifying the Court granting any relief against Rilpa or its property.

10. The application of TEC to compel the return of the Business to what OpsMobil previously had before the Effective Date so that the Business can be sold by the Receiver is illusory, unrealistic, and dangerous to the public for all the reasons stated below. It is obvious to me, based on many years' experience in the aviation business, that Mr. Horrox is not knowledgeable about the aviation business and its regulatory framework, and as a result the evidence contained in paragraphs 24-29 of the Fourth Horrox Affidavit is incomplete, unrealistic, and cannot be accomplished. It is clear to me that Mr. Horrox does not know what is actually necessary to successfully transfer the operating Business back to OpsMobil or the Receiver, and as a result his evidence is not correct. I explain below some of the things that would prevent such a transfer.

11. At a minimum, for the Receiver to operate the Business as it existed prior to the Effective Date, the Receiver will require two AOCs and an AMO. It is difficult and costly to obtain each of these. AES cannot transfer its AOCs or AMO to OpsMobil or the Receiver.

12. Aircraft operations are federally licensed, regulated and overseen by Transport Canada (TC). In order to operate commercial aircraft, the operator must have an AOC specific to the aircraft and operations, and must have or operate under an AMO. AOCs are required to operate fixed wing aircraft and rotary aircraft. Some of the key regulatory requirements to obtain an AOC are that the proposed operator must

have hired and in place, before applying to TC, an Accountable Executive, an approved Chief Pilot, an approved Operations Manager, approved pilots, approved maintenance aircraft engineers, an approved safety management system, an approved Person Responsible for Maintenance, a base of operations, an aircraft inspection, and registered aircraft. This is only a small sample of what is required to apply for an AOC. Attached as Exhibit 1 is a TC document entitled "Starting a Commercial Air Service (4th Ed.)" which sets out the foregoing requirements in detail, and which also describes many other requirements.

13. As but a few examples of the foregoing, page 2 of chapter 2 of Exhibit 1 contains a list of some of the forms which are required to be completed and submitted as part of the application for the AOC. These are:

- (a) Form 26-0045 – Airport – Aerodrome, a copy of which is attached as Exhibit 2;
- (b) Form 26-0046 – Aircraft, a copy of which is attached as Exhibit 3;
- (c) Form 26-0047 – Personnel, a copy of which is attached as Exhibit 4;
- (d) Form 26-0048 – Maintenance, a copy of which is attached as Exhibit 5;
- (e) Form 24-0070 – Approval of Maintenance organization, a copy of which is attached as Exhibit 6;
- (f) Form 26-0380 – Statement of Intent, a copy of which is attached as Exhibit 7;
- (g) Form 26-0440 – Aerial Work Operation, a copy of which is attached as Exhibit 8;
- (h) Form 26-0448 – Passenger Carrying Authority – Cabin Safety;
- (i) Form 26-0592 – Application For (FTA) Specialty Air Service Operations – Canadian Air Operators, a copy of which is attached as Exhibit 9;
- (j) Form 26-0011 – Application For Registration of Aircraft (First Registered in Canada); and
- (k) Form 26-0039 – Application For Registration of Aircraft (Reregistered in Canada).

14. The single requirement of obtaining an approved Accountable Executive is itself a detailed and complicated matter. Attached as Exhibit 10 is a copy of a printout from the TC website relating to the Accountable Executive, including two flow charts for the selection of an Accountable Executive.

15. In addition, to operate the Business the Receiver will need to obtain a Canada Transportation Association license in accordance with Exhibit 11.

16. The Receiver states in the First Report that it requires "at least 45 days" to integrate the operations back into OpsMobil. This timeframe is unrealistic and misleading. One of the steps the Receiver has apparently undertaken is to work with TC for "a new AOC" (Paragraph 49(a) of the First Report). Attached hereto and marked as Exhibit "12" is a copy of the service standards of TC which state that the expected time frame for a new AOC is 60-210 days. Of course, TC is not restricted to a maximum of 210 days and TC can take longer to process the application. For example, AES began the preparatory work necessary to obtain its own AOC's in about December of 2017 when the PSA was executed. AES received its fixed wing AOC from TC on May 31, 2018, and its rotary wing AOC on June 7, 2018.

17. In specific response to paragraph 35 of the First Report, attached as Exhibit "13" is a copy of Transport Canada Advisory Circular no. 800-001, which is referenced in paragraph 35 of the First Report. I have reviewed this Exhibit and I confirm that it is not relevant for the purposes of the Receiver appointing an Accountable Executive for a commercial aviation business. Rather, this Exhibit relates to the appointment of an Accountable Executive in respect of an Air Traffic Services Operations Certificate which is different altogether. This is but one example of how complicated and difficult the regulation of the aviation industry is in Canada, and how easy it is to make costly mistakes which will add delay to any application process.

18. One of the added difficulties not mentioned by the First Report or the Fourth Horrox Affidavit in reinstating the OpsMobil AOCs is that OpsMobil or the Receiver would have to correct all the OpsMobil deficiencies under its internal audit program, which is a program required by TC to ensure the aircraft are properly maintained and operated. This is likely impossible as OpsMobil is years behind in completing the necessary inspections, and their corrective actions that are in some cases two full audit cycles overdue. As a result OpsMobil's safety compliance program and internal audit program are in significant default. TC will not reinstate the OpsMobil AOCs until all these deficiencies are cured, which I estimate would take 6 months, and possibly even more.

19. Another requirement, again not stated in the Fourth Horrox Affidavit or the First Report, is that the Receiver will have to obtain a new AMO from TC. This will require additional time and the hiring of a Director of Maintenance, and the necessary support staff (AES has about 8 people employed to support the Director of Maintenance) or the contracting of same at additional cost. In order to apply for AMO the receiver will first need to:

- (a) prepare technical manuals;
- (b) prepare maintenance manuals;
- (c) obtain the necessary tools and equipment, which will need to be properly calibrated, and will need to train staff in respect of these tools and their calibration;
- (d) create a Quality Assurance Program;
- (e) ensure that the training of all employees is up to date;
- (f) prepare training manuals;
- (g) prepare a maintenance and tracking system for all tools and parts; and
- (h) obtain the necessary insurance.

20. The Receiver also states in its First Report that it may seek to retain a third party AOC licensed operator to operate the aircraft of the Business until a SISP for the Business is completed. This idea is likely impossible because:

- (a) most large customers of the Business will not allow any such sub-contracting, and in any event, without their consent;
- (b) customers will be reluctant to use an unproven operator, as experience in conducting their work is important to the customers;
- (c) obtaining safety approvals will be required by various customers who require use of specific safety systems (i.e. complyworks, ISN, etc.);

- (d) for many customers the Receiver or third party will need to get set up to properly report in the customers' invoicing and payment systems (i.e. ADP, cortex, etc.); and
- (e) as set out below, there is likely no third party contractor immediately ready with the properly equipped helicopters and number of helicopters to service all the contracts.

21. As stated above, the Receiver, after obtaining two new AOCs, or finding a third party AOC licensed party to operate the fixed wing and rotary wing aircraft, also needs to secure at least nine helicopters similar to the helicopters leased by AES from Rilpa and Classic, which have been specifically modified and equipped to perform the service work of the Business. To find that many helicopters, ready to work and immediately available, properly modified with such specialized equipment, and pilots with the necessary accreditations, for a short term, at a reasonable rate, is virtually impossible.

22. The customers of the Business, and the regulatory regime in which they operate, demand continual and ongoing service for compliance requirements and overall public safety. There can be no gaps in coverage or an incomplete transition period.

23. It is important to note, as shown below, that the previous actions of TEC and the Receiver are completely contrary to the reactionary position they now take in the Fourth Horrox Affidavit and the First Report. This is confirmed by paragraph 40 of the First Report.

24. I am advised by Ryan Tobber, the Accountable Executive of OpsMobil, and do verily believe that immediately following the issuance of the Receivership Order on Thursday, July 19, 2018 there was a meeting held between Ryan Tobber and representatives of the Receiver. Attached as Exhibit "14" is a description of that meeting and subsequent events written by Ryan Tobber.

25. On Friday, July 20, 2018, the Receiver, without consulting with the Accountable Executive of OpsMobil, dismissed both the Chief Pilot and Operations Manager of OpsMobil, and advised them that the Receiver did not intend to carry on any air operations. Attached hereto and marked as Exhibit "15" is the statement of Barry Holmes, former Operations Manager of OpsMobil, as to such action, discussion, and his dismissal.

26. In addition, I am advised by Jeff Elliot, the former Chief Pilot of OpsMobil, and do verily believe, that Jeff Elliot was terminated by the Receiver at the same time and was told by the Receiver that the Receiver wanted nothing to do with aviation.

27. On July 19, 2018, I contacted Duncan MacRae of the Receiver and advised that, due to the termination of Barry Holmes AES was unable to fully utilize the TSA. I further advised that this was a violation of the Receivership Order by the Receiver, as the Receivership Order specifically allows AES to continue to be in possession of and operate the Business. As it turns out, and as I anticipated, these actions of the Receiver have in fact negatively impacted AES's operation of the Business. Specifically the Receiver's actions have prevented AES from operating the Business as contemplated by the TSA, as AES is now no longer able to fly for the OpsMobil customers as contemplated by the TSA.

28. Due to these actions taken by the Receiver, TC cancelled OpsMobil's AOC.

29. In addition, these actions of the Receiver ensured, among other things, that:

- (a) OpsMobil was no longer in regulatory compliance and could not operate as a going concern because it was incapable of carrying on the air operations of the Business;
- (b) The contracts of the Business in the name of OpsMobil were extinguished due to loss of the AOCs; and
- (c) AES could no longer perform services under such former OpsMobil contracts as agreed pursuant to the TSA, which results in a violation of paragraph 4 of the Receivership Order which permits AES to continue in possession of and operate the Business, including these former OpsMobil Agreements.

30. The foregoing demonstrates an inconsistency between the actual actions of the Receiver and the course of conduct it now proposes in its First Report concerning the return of the Business to the Receiver and its sale by the Receiver as a going concern. It is clear that the Receiver had no intention of operating the business of OpsMobil as a going concern, or operating the Business of AES as a going concern, until it reviewed the application materials of AES filed on August 3, 2018, and reacted in concert with TEC in the filing of the TEC application materials and the First Report.

31. Further, I believe the Receiver has no intention of operating the Business or selling it as a going concern. Rather, I believe the Receiver will liquidate the assets to the detriment of AES and the stakeholders of OpsMobil.

IV. NON-EXISTENT AND ALTERED ASSETS OF THE BUSINESS

32. This part of my Affidavit also responds to paragraphs 24-29 of the Fourth Horrox Affidavit and paragraphs 48-51 of the First Report.

33. The assets and Business are not in the same condition as when AES took possession of them on November 1, 2017 and some such assets no longer exist. Also, AES has acquired additional assets which it uses in connection with the Business, which were not acquired from OpsMobil under the PSA. AES owns these additional assets outright and they are not subject to the security of TEC.

34. The fixed wing aircraft and helicopter acquired from OpsMobil have been modified, inspected, improved, serviced, maintained, flown, and altered. In some cases these changes are irreversible.

35. The customer service contracts of OpsMobil were never assigned to AES. There were no such assignments as closing of the PSA did not occur due to the obstruction of TEC. However, AES has entered into new contracts, not conveyed by OpsMobil under the PSA, which AES owns outright and which are not subject to TEC's security. These new contracts cannot be assigned without the consent of the customer.

36. The OpsMobil customer service contracts had to be held, by law, by the holder of the OpsMobil AOC, being OpsMobil Inc. As a result of the extinguishment of the OpsMobil customer service contracts which resulted from the Receiver terminating the OpsMobil AOC, all of these former business arrangements of OpsMobil no longer exist. These were never transferred to AES and there is nothing to return.

37. AES has entered into new and separate business arrangements, on new business terms, with some of the former OpsMobil customers, and with new customers. Certain of the former OpsMobil customers have yet to use the services of AES following the loss of the OpsMobil AOCs. In short, there are no "OpsMobil contracts" to re-assign to the Receiver. AES has its own business arrangements.

38. Further, it is obvious to state that customers are not under the control of AES and operate independently. Customers generally issue "one-off" purchase orders on an "as needed basis" at negotiated rates for such services, as opposed to signing long term contracts. There are only two customers who have entered into Master Services Agreements which approve AES as an approved vendor able to receive a purchase order. As stated above these are new contracts and were not assigned by OpsMobil to AES.

39. I would expect that for OpsMobil, the Receiver, or a third party to be accepted as an approved vendor, they would have to first pass various safety compliance exams and tests for each customer. In other words, there are compliance issues that must be overcome with each customer before becoming an approved vendor, as these are regulated businesses. And I would expect that many customers would not want to transfer their business back to a company in receivership, or a Receiver, and undergo all the vendor setup requirements only to have to again reinstitute such processes and requirements with the ultimate purchaser of the Business.

40. Similarly, AES has no control over the employees of the Business as to who they wish to work for, or not, and such employees are not property to be simply re-transferred. I can however advise this Honourable Court that I have spoken to all the key employees of AES about the re-transfer application of TEC and all such employees have advised me that they will not be going to work for the Receiver or OpsMobil or a third party in any such event. The employees do not want the uncertainty and risk inherent in such a move.

41. Should it somehow be possible that the employees are transferred to the Receiver or OpsMobil, AES may be obligated to unnecessarily pay severance allowances to such employees. Any such cost should be to the Receiver's account.

42. The Aeronet software used by OpsMobil to track its safety and maintenance compliance was cancelled by Aeronet due to non-payment. AES has its own new contract with Aeronet, which was not transferred from OpsMobil under the PSA and which cannot be transferred back to OpsMobil.

43. Similarly, with respect to the Villeneuve Facility, AES has its own new lease with the landlord. This lease was not transferred under the PSA, was never the property of OpsMobil, and cannot be transferred back.

44. Again, the foregoing demonstrates that the TEC application for the return of the Business to the Receiver is ill-conceived, and advanced by parties who are not knowledgeable of the realities of the aviation industry, its regulation, and the Business. As a result the relief sought in the TEC application is economically unviable, and unviable for other reasons, and cannot and should not be granted by this Honourable Court.

V. OPSMOBIL'S SALES PROCESS

45. As set out in detail in the Second Mizera Affidavit, and as argued in greater detail in the Brief of Argument of AES filed on August 3, 2018, the consent of TEC to the transaction resulting from the OpsMobil solicitation process is the best evidence that the solicitation process was adequate and a satisfactory purchase price was obtained for the Business.

46. The 2017 OpsMobil sales process to sell the Business was accepted by TEC as extensive and complete as demonstrated by TEC's acknowledgement of the Term Sheet and its subsequent conduct. TEC has not lead any evidence to the contrary. Yet now the Receiver claims in its Brief that there is no evidence of same.

47. Since receiving the Brief of the Receiver, I have had communications with Ryan Tobber, the former president of OpsMobil, about the marketing process that OpsMobil implemented in 2017 for the sale of the Business. I am advised by Ryan Tobber and do verily believe:

- (a) at the direction of TEC in 2017 OpsMobil was exploring a number of restructuring possibilities including a sale of its aviation business and an overall refinancing. Attached and marked as Exhibit "16" is a copy of a document entitled "OpsMobil Group 2017 Restructuring Plan";
- (b) by the second half of 2017 OpsMobil's management was focused on (i) divesture of the aviation business and (ii) refinancing the oil and gas assets of Ranch Energy Corporation with a financial partner;
- (c) to market the aviation business, OpsMobil communicated with and solicited offers from Big Rock Helicopters, Great Slave Helicopters and Rilpa. OpsMobil knew that these three parties understood the specialized nature of OpsMobil's aviation business and OpsMobil believed these three parties were the most logical potential purchasers who would offer the highest price;
- (d) Big Rock and Rilpa did present OpsMobil with term sheets. Great Slave declined to present a purchase offer, but was willing to explore a merger; and

- (e) OpsMobil decided that the AES transaction was the highest and best value and proceeded the AES transaction.

48. The sale price of the assets and the assumption of debt by AES was approved and consented to by TEC. No concern about a preference or set off was ever expressed by TEC between November of 2017 and June of 2018. Additionally, as argued in detail in the AES Brief of Argument, there is no set off or preference as AES was not a creditor of OpsMobil. This is important because TEC is the only creditor who potentially will be effected by the alleged preference or set off and TEC had consented to the very transaction that it now complains about. Attached and marked as Exhibit 17 is an email from the Receiver's legal counsel indicating "...there is sufficient money..." to pay the trust claims of Canada Revenue Agency. I also note OpsMobil has other substantial assets which can be sold in these proceedings and generate value for the stakeholders.

VI. SISP

49. Any suggestion that a SISP would likely achieve a higher value for the assets, to the sole benefit of TEC, is, based on the evidence before the court, a fallacy.

50. At the outset, if TEC is successful in its application to obtain the return of the Business, AES is entitled to a constructive trust in respect of any improved value obtained in such sale of the Business, thereby eliminating any perceived advantage or increase in value for TEC.

51. Similarly AES is entitled to the trust funds held pursuant to the Preservation Order, so those funds are not available to the Receiver or TEC.

52. Further, the time, costs, commissions, and professional fees associated with re-transferring the Business, operating it on an interim basis, and then re-selling it, will be very large and will significantly erode, if not eliminate, any recovery and any perceived financial advantage to TEC. As a result of these costs the SISP will need to generate a deal substantially more valuable than what is embodied in the PSA and TSA. For the reasons set out below this is unrealistic.

53. The potential buyers of the Business that may participate in a SISP are very limited. Even more so if the assets are sold as an operating business as the purchaser will need to be AOC qualified. The few participants are further limited by the asset mixture of fixed wing and rotary aircraft, as most bidders would be interested in only one category or the other.

54. In addition, the market for these assets became significantly flooded in September 2018 when Great Slave Helicopters entered CCAA protection and began marketing its assets. Attached Exhibit "18" is a copy of the SISP Order for Great Slave Helicopters involving about 54 helicopters. In addition, I am aware that the government of Canada is presently selling 12 helicopters.

55. Furthermore, there is no certainty that a new buyer will pay a higher purchase price for the Business than AES as I expect any potential purchaser would make deductions for the increased lease rate at the Whitecourt Facility, the unknown cost of the environmental clean-up at the Whitecourt Facility and Rocky Mountain House Facility, and because the Receiver will generate a distressed sale whereas the PSA represents a solvent, going concern sale.

56. Based on the appraisal previously provided by TEC, AES has reviewed the effect of the increased lease rate imposed by Woodlands County (the landlord) on the Whitecourt Facility value. This review has concluded that a deduction of around \$225,000 should be expected.

57. The Whitecourt Facility has underground fuel tanks which have to be removed and any damage remediated. There are also other sites on the Whitecourt Facility where fuel has been previously stored. These sites will have to be tested and reported on in a Phase II Environmental Report. I have yet to see any estimate as to what the potential cost of such risk is, but I expect it will be significant. Woodlands County would not commit to any dollar amount related to this risk and rather just simply insisted upon a full clean-up by OpsMobil with an unlimited scope of work. Accordingly, I expect that if the Receiver could find a potential purchaser willing to accept such unknown risk that this hypothetical purchaser's offer would be heavily discounted as a result of these risks.

58. The Whitecourt Facility also has buildings which encroach on neighbouring lands which, if encroachment agreements are not obtained, will involve substantial cost to remove and relocate. This will be taken into account, and the purchase price further discounted, by any potential purchaser.

59. The foregoing facts about the Whitecourt Facility were not known to AES at the time the PSA was negotiated. Had AES known these things AES would have insisted on a lower purchase price.

VII. TRUST FUNDS

60. This part of my Affidavit responds to paragraphs 10-20 of the Fourth Horrox Affidavit and paragraphs 26-32 of the First Report.

61. As stated in my previous Affidavits and as set forth in the Term Sheet and the TSA, the trust funds held in, and to be deposited into, the Segregated Account are the property of AES, and are not the property of OpsMobil or TEC. These are funds generated by the Business after the Effective Date.

62. OpsMobil holds the trust funds as bare trustee for AES and AES demands the payment of such trust monies without deduction.

63. At no time previous to June, 2018 did TEC ever expressed any contest to AES's ownership of the monies in the Segregated Account. To the contrary, and consistent with AES ownership of and absolute entitlement to the funds, on May 18, 2018 (prior to the Preservation Order) TEC deposited the sum of \$516,619.84 into the Segregated Account which represented a return of the monies it had swept from OpsMobil's accounts, which were monies arising from the operations of AES. This further demonstrates TEC's agreement to the PSA and TSA.

64. The recent TEC application to have the Receiver recommend how the Segregated Account should be divided up and allocated is contrary to the Term Sheet, express trust set forth in the TSA, and TEC's previous actions. Such application is opposed by AES. The trust monies belong to AES absolutely without deduction.

65. It is interesting to note that notwithstanding that TEC seeks the return of the Business, and likely a portion or perhaps all of the trust funds, that TEC remains silent on compensating AES for the substantial monies it has expended to operate the Business and invested in the Business, and a rate of return thereon. I suspect TEC and the Receiver do not intend to pay anything towards the expenses of such operations and seek only to obtain a windfall, including the trust monies.

66. It is incorrect to say or believe that the monies generated from the Business are exclusively as a result of the operations of the former OpsMobil aircraft. To the contrary, the monies generated from the Business arise from operations involving a mixture of the former OpsMobil aircraft and the helicopters leased by AES from Rilpa and Classic (**Leased Helicopters**). In fact, the large majority of the revenue generated from the Business arises from operation of the Leased Helicopters and not the former OpsMobil aircraft. In any event this distinction is irrelevant, as the Term Sheet (signed by TEC) and TSA say that all revenue generated by the Business is assigned to AES, and is to be held in trust. In addition, the revenue generated from the Leased Helicopters are monies which would never have been available to OpsMobil after October 31, 2017.

67. In specific response to paragraph 29 of the First Report stating that the Receiver has dealt with the Aircraft Revenues in accordance with the terms of the Preservation Order, the Receiver's statement was then incorrect. As of the date of the First Report all the Aircraft Revenues had not in fact been deposited into the Segregated Account. Attached hereto and marked as Exhibit "19" to this my Affidavit is a print out of the Segregated Account which show the deposits made to this account. Missing is the deposit of \$177,689.50 paid by Alberta Forestry to OpsMobil in July 2018, which amounts are Aircraft Revenues which should have been paid to AES, but were erroneously paid to OpsMobil and therefore should have been, but were not at the time of the First Report, paid into the Segregated Account. As a result of the persistence of AES the Receiver paid these funds into the Segregated Account in September 2018.

68. AES has requested from the Receiver an accounting for the funds in the Segregated Account. The Receiver did provide an accounting that was prepared by OpsMobil. AES identified errors in this accounting, and expressed concerns to the Receiver that this accounting was not correct, and asked the Receiver whether it had reviewed or verified the OpsMobil accounting. The Receiver responded that it has not done so, and will not unless ordered by the Court, or with the agreement of all parties. As a result AES does not believe it has been provided with an accurate accounting for the funds in the Segregated Account.

VIII. PRESERVATION ORDER

69. This part of my Affidavit also responds to paragraphs 10-20 of the Fourth Horrox Affidavit and paragraphs 26-32 of the First Report.

70. In their evidence and Report TEC and the Receiver have incorrectly interpreted and stated what the Preservation Order provides and what the application made by AES before Justice K. Eidsvik was about. TEC and the Receiver improperly seek to broaden such Preservation Order without application.

71. The application and Preservation Order was to restrain OpsMobil and TEC from improperly removing monies from the Segregated Account (Para. 1) and to ensure OpsMobil deposited into the Segregated Account all revenue it received from the Business (Para. 3). Further, TEC and OpsMobil were ordered not to divert funds from the Segregated Account or prevent the payment and collection of funds into the Segregated Account (Para. 4).

72. Contrary to the Fourth Horrox Affidavit and the First Report, the Preservation Order does not deal with or apply to monies collected directly by AES. Such monies collected by AES have always belonged

to AES and, of course, there would be no need to seek a Preservation Order regarding same. The Preservation Order deals with the improper interference by OpsMobil and TEC with monies belonging to AES which came into the accounts of OpsMobil and TEC. The particular concern addressed in my Affidavit in support of the Preservation Order was the improper withdrawals and the diversion or blocking of such AES funds by OpsMobil and TEC.

IX. ALBERTA FORESTRY DIRECTION TO PAY

73. The Alberta Forestry Direction to Pay referenced in the Fourth Horrox Affidavit was done in accordance with the agreements between OpsMobil and AES and in consideration of the particular circumstances of the work to be done and the customer. Any suggestion that this was improper or mischievous is wrong, and I deny the same. The attempt by TEC and the Receiver to argue this constitutes a breach, or an example of "unclean hands", by AES is also wrong.

74. This issue is fully addressed and resolved by the particular provisions of the agreements governing the parties' obligations in this matter, which are as follows:

- (a) Term Sheet: Paragraph 4: "Seller will (b) irrevocably assign and deliver all accounts receivables generated from the Business from the Effective Date to the Buyer free and clear of all encumbrances of any nature whatsoever";
- (b) TSA: Paragraph 2.3(a)(i): "As of the Effective Date, OpsMobil shall forthwith irrevocably assign any and all receivables and work in progress accruing after the Effective Date to Airborne, free and clear of all Encumbrances";
- (c) TSA: Paragraph 2.3(a)(ii)(A): "OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "Segregated Trust Account") with Alberta Treasury Branch in the City of Calgary and shall hold the Segregated Trust Account and any and all revenues OpsMobil receives relating to the Business accruing on or after the Effective Date as bare trustee in trust for Airborne";
- (d) TSA: Paragraph 2.3(a)(ii)(D): "OpsMobil shall forthwith establish upon execution hereof and operate a segregated bank account (the "Segregated Trust Account") ... and shall cause AES to have complete and unimpeded knowledge to the Segregated Trust Account such

that AES may make withdrawals and transfers from the Segregated Trust Account and receive all bank account statements related thereto"; and

- (e) TSA: Paragraph 2.3(a)(iii): "From and after the Effective Date to Closing, OpsMobil on behalf of and for the sole benefit of Airborne as beneficiary, but in the name of OpsMobil, shall continue to forthwith issue statements of account, invoices and such other paperwork necessary to ensure timely receipt of payment for the services performed by the Business in respect of the Customer Service Contracts or otherwise during such period of time".

75. The particular Alberta Forestry work in question required the use of one of the Leased Helicopters owned by Classic. OpsMobil never owned this helicopter. At this time OpsMobil could not have performed such work without the use of this helicopter. The work required AES to purchase and install specialized digital radio equipment into the Leased Helicopter.

76. After the Alberta Forestry work was done, AES became concerned about receiving payment for the work it had completed. Of particular concern to AES was receiving payment in light of OpsMobil's previous unauthorized withdrawals from the trust account, and the improper cash sweeps of TEC, all as described in great detail in my Affidavit in support of the Preservation Order. In order to alleviate such concerns, I do verily believe that Ryan Tobber, on behalf of OpsMobil, executed and forwarded to AES the Direction to Pay. The Direction to Pay was forwarded to Alberta Forestry who erroneously did not process the payment correctly, and instead sent the payment to OpsMobil.

77. AES completed the work for Alberta Forestry and is entitled to be paid. The funds subject to the Direction to Pay are beneficially owned by AES, and as set out above TEC has agreed that AES is entitled to those funds free and clear of its security. There is nothing improper about the Direction to Pay, and I absolutely deny that AES does not have clean hands as a result of the Direction to Pay.

78. The Alberta Forestry funds should be paid to AES.

X. ASSISTANCE OF AES IN ANY TRANSITION PERIOD

79. The application of TEC and First Report presume that this Honourable Court has the jurisdiction to order AES and Rilpa (not a party) to "disclose any information" and "fully collaborate" with the Receiver in order to implement and effect a smooth and orderly transition of the Business.

80. AES, and Rilpa, will of course comply with any order made by this Honourable Court.

81. Any such Order, however, should be tempered and minimized to preserve the private business affairs of AES and Rilpa and take into account the hostile relationship of the parties. Further, any such services should be fully paid in advance and payment commensurate with the loss of business which will be incurred by AES and Rilpa while providing such services.

82. Further any such Order must be restricted to apply to only the assets subject to the PSA and TSA, as they existed on the Effective Date, should not extend to any other property of AES, and should preserve the right of AES to claim a trust or constructive trust over any enhanced value of the Business.

XI. POTENTIAL TRANSACTION TO AVOID LITIGATION

83. Following the August 10, 2018 court appearance, and pursuant to paragraphs 45 – 47 of the First Report, AES reached out to both TEC and the Receiver to explore the possibility of finding a settlement and avoiding this litigation. Since August 10, 2018 AES has had an in-person meeting with the Receiver, executed a Non-Disclosure Agreement with the Receiver, exchanged numerous without prejudice communications with the Receiver, had an in-person meeting with TEC, and exchanged numerous without prejudice communications with TEC, all in an attempt to find a transaction agreeable to the parties and avoid this litigation. This is why the litigation deadlines directed by this Honourable Court on August 10, 2018 were extended by three weeks. However, all of these efforts have proven unsuccessful.

XII. SPECIFIC RESPONSES TO THE FOURTH AFFIDAVIT OF MARK HORROX

84. In addition to the foregoing, I have specific responses to the Fourth Horrox Affidavit which are set out below.

85. Paragraph 10 of the Fourth Horrox Affidavit is incorrect where it interprets the Preservation Order as meaning that "all receivables generated by the operations of the Business were to be paid into Segregated Account". This is not true. The Preservation Order applies only to OpsMobil and TEC and does not apply to AES. Further, the Preservation Order relates only to receivables generated by the Business which are paid to OpsMobil. The Preservation Order does not apply to receivables generated by the Business and paid to AES.

86. Paragraph 11 of the Fourth Horrox Affidavit is incomplete. This evidence fails to mention that the receivable from Alberta Forestry has already been assigned to, and is the property of, AES pursuant to the Term Sheet, the TSA and the PSA.

87. Paragraph 13 of the Fourth Horrox Affidavit is incomplete and incorrect. The funds erroneously paid by Alberta Forestry to OpsMobil were not deposited into the Segregated Account pursuant to the Preservation Order. Rather, these funds were paid into a general account of OpsMobil in violation of the Preservation Order. This is why Mike Gauthier of AES contacted the Receiver about this payment and asked that it be paid to AES.

88. Paragraphs 14 and 15 of the Fourth Horrox Affidavit misconstrue the situation. I believe Mr. Horrox is well aware that the Alberta Forestry funds described in paragraphs 14 and 15 have already been assigned to and are the property of AES pursuant to the Term Sheet and the TSA. As such, the evidence contained in paragraphs 14 and 15 of the Fourth Horrox Affidavit is misleading.

89. Paragraph 16 of the Fourth Horrox Affidavit is incorrect and inaccurate in that it implies that AES did not make full and frank disclosure to the Court when AES obtained the Preservation Order. The evidence of AES in support of the Preservation Order is all true, correct and unchallenged. Further, according to the Fourth Horrox Affidavit, TEC consented to the Preservation Order. Further, TEC's counsel was present in Court that day. Mr. Horrox fails to mention that the Preservation Order was sought and obtained by AES as a result of wrongful conduct on the part of TEC and OpsMobil. AES is not guilty of any misconduct whatsoever, notwithstanding the improper efforts of TEC to portray AES negatively in its evidence.

90. Paragraph 17 of the Fourth Horrox Affidavit is incomplete and inaccurate. Mr. Horrox fails to mention that the funds in question had in fact been assigned to AES, and are trust funds, pursuant to the Term Sheet and TSA as set out above. As such, the Direction to Pay was in fact completely consistent with the business transition provisions contemplated in the agreements, and does not "run contrary" to those agreements as suggested by Mr. Horrox.

91. Paragraph 18 of the Fourth Horrox Affidavit entirely misconstrues the situation. AES and OpsMobil did not implement a scheme to "divert accounts receivable from the OpsMobil estate" as OpsMobil in fact had no entitlement to these accounts receivable, which had been assigned to AES pursuant to the Term Sheet and TSA, and were trust funds. As I stated above, I completely and strongly deny that

AES does not have clean hands as a result of this situation. TEC is describing this situation in a misleading way for its own advantage.

92. In response to paragraph 20 of the Fourth Horrox Affidavit, there is no justification for the Receiver to perform an accounting of AES as AES has adhered to the terms of the TSA, and a reconciliation will be completed as part of the closing of the PSA pursuant to the Final Statement of Adjustments. There is absolutely no grounds or evidence upon which an accounting of AES or Rilpa could be ordered by this Honourable Court

93. As set out above in greater detail, paragraphs 21 to 29 of the Fourth Horrox Affidavit ignore the business and regulatory realities which will prevent the return of the operating Business to OpsMobil or the Receiver.

XIII. SPECIFIC RESPONSES TO THE FIRST REPORT OF THE RECEIVER

94. I am aware that prior management of OpsMobil was supportive of closing the PSA, and still is. The Receiver now takes the opposite position at the behest of TEC. Based on my recent dealings with the Receiver and my previous dealings with TEC over the last year, it is apparent to me that TEC is directing the actions of the Receiver just as TEC was directing the actions of OpsMobil prior to the Receivership.

95. Further, on many occasions the Receiver has advised AES that the Receiver does not have sufficient funds or a budget to pay for any of the expenses of the Business. In fact, the Receiver has requested AES to pay all of the costs and expenses of the Business, commensurate with AES's ownership of the Business.

96. Paragraph 26 of the First Report is incorrect in that it mischaracterizes the Preservation Order wherein paragraph 26 states in part "...this Honourable Court granted an order preserving the accounts receivable generated by the Proposed Aircraft Assets ..." As stated above, the Preservation Order only relates to the accounts receivable of the Business which are paid to OpsMobil. The Preservation Order does not extend to or apply to the accounts receivable generated by the Business which are paid to AES.

97. Paragraph 29 of the First Report is incorrect as it relates to the funds paid by Alberta Forestry to OpsMobil. These funds are clearly subject to the Preservation Order, and yet at the time of the First Report the funds were not paid into the Segregated Account as required by the Preservation Order. These funds were subsequently deposited into a general account at OpsMobil. The Receiver only transferred the funds to the Segregated Account as a result of the persistence of AES.

98. Paragraph 41 of the First Report is misleading where it states that "no consent was reached between AES and TEC". Rather, AES was in complete agreement that it be entitled to the funds in the Segregated Account. It was TEC that refused to consent to allowing AES to access these funds. As a result AES has now applied to this Honourable Court for this relief.

XIV. CONCLUSION

99. I make this Affidavit in support of the Order sought by AES and in opposition to the cross-application of TEC, and for no improper purpose.

100. AES acknowledges that due to the passage of time and the Receivership that the Receiver may not be able to deliver to AES all of the assets and property contemplated by the PSA in the state they were in on the Effective Date. One such example is that due to the loss of the OpsMobil AOC, there is no longer any value in the Master Lease Agreements that OpsMobil had with Husky and TransCanada. Nonetheless, AES remains ready, willing and able to close the transaction, as contemplated by the PSA and TSA. AES is prepared to work cooperatively with the Receiver and TEC to accomplish this.

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta, this 27th day of)
September, 2018.)

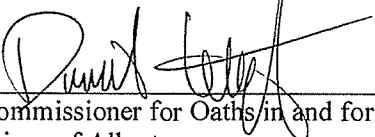
(Commissioner for Oaths in and for the Province)
of Alberta)

KENNETH I. MIZERA

David LeGeyt
Barrister & Solicitor

THIS IS EXHIBIT "1" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.


A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport
Canada

Transports
Canada

TP 8880E
(11/2004)

Starting a Commercial Air Service

Fourth Edition

Canada

Foreword

Statutory regulations state that, "no person shall operate an air transport service or aerial work service unless he holds and complies with the provisions of an air operator certificate that authorizes the person to operate that service".

Certification can only be undertaken when the air operator is fully prepared to meet the requirements of the Transport Canada, Civil Aviation (TC). This document provides comprehensive advice on what should be considered when planning to operate a commercial air service and sets out the basic requirements of TC. Prospective air operators are strongly advised to seriously consider all of the information contained in this document before applying for an air operator certificate.

The rapidity with which your operation can be certificated will depend largely upon how well prepared you are. A smaller operation should obviously take less time than a more complex operation. However, regardless of the size of the operation, allow as much lead time as possible since seemingly insignificant details can cause unexpected and expensive delays, especially if you have committed funds prematurely. Allow a lead time of at least 60 days for the operation of small aeroplanes or helicopters, 90 days for the operation of large aeroplanes and possibly more if your operation is complex. The lead time period commences when the Certification Standards Division receives all required applications, manuals etc. in support of your proposed commercial air service.

Michel Gaudreau
Director
Commercial & Business Aviation

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General Information

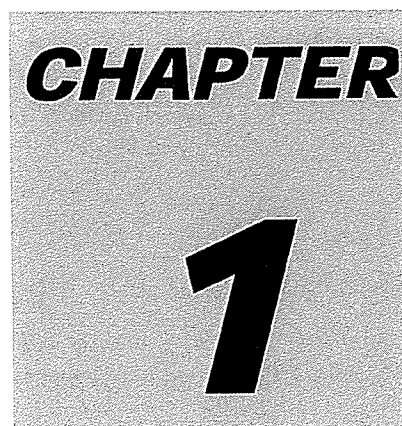


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Chapter 1

1.1 AERONAUTICS ACT AND CANADIAN AVIATION REGULATIONS

1. Prospective air operators should be aware of the contents of the *Aeronautics Act*, the *Canadian Aviation Regulations (CARs)*, the *Commercial Air Service Standards (CASS)* and the *Canada Transportation Act*, as the provisions they contain bear directly upon the conduct of commercial air services. The Aeronautical Information Publication (A.I.P. Canada) issued to all Canadian licensed pilots provides information and advice on how to obtain the above-mentioned documents and related publications.

AIP Canada is sold by Canada Communication Group, Operations Distribution Logistics Services, 45 Sacré-Coeur Blvd., Hull, Québec, Canada, K1A 0S9, Telephone (819) 956-4800 and FAX: (819) 994-1498, sells A.I.P. Canada directly or through "Authorized Bookstore Agents". DSS can provide, upon request, a list of "Authorized Bookstore Agents" covering Canadian Provinces and Territories, U.S.A. and Great Britain. (Refer to page 4 of Chapter 4).

1.2 INTERPRETATION

The following are definitions of terms contained in this document:

1. Aerial Work Operations

Aerial work operations are conducted by aeroplanes or helicopters and the following are the different types of operations that will be utilized by Canadian air operators and NAFTA or FTA foreign air operators:

- **Aerial Advertising:** The operation of an aircraft for the purpose of skywriting, banner towing, displaying airborne signs, dispensing leaflets, and making public address announcements.
- **Aerial Construction:** The operation of an helicopter for the purpose of conducting external-load operations in support of construction, hoisting of utilities, power line construction and erection of special purpose towers.
- **Aerial Inspection and Surveillance:** The operation of an aircraft for the purpose of conducting aerial observation and patrols for surface events, objects and animals.

- **Aerial Harvesting:** The operation of an helicopter for the harvesting of pine cones from tree tops.
- **Aerial Mapping:** The operation of an aircraft for the purpose of mapping by use of a camera, or other measuring and recording devices.
- **Aerial Photography:** The operation of an aircraft for the purpose of taking photographs or recording information by use of a camera, or other measuring and recording device.
- **Aerial Sightseeing:** The operation of an aircraft for the purpose of providing recreation to passengers that originates and terminates at the same airport or the same aerodrome.
- **Aerial Spraying:** The operation of an aircraft for the dispersal of products.
- **Aerial Surveying:** The operation of an aircraft for the purpose of surveying by use of a camera, or other measuring and recording devices.
- **Combat Air Support:** The aerial work air operations to assist the Canadian Forces (CF) in conducting realistic operational training as well as maintaining appropriate levels of readiness. It is composed of the following elements such as Target Support, Electronic Warfare (EW), Target Towing, Real Time Performance Quality Assurance (RTPQA) and Qualification Operational Test & Evaluation (QOT&E).
- **External Load:** Utilization of an aircraft for the transportation of an external load.
- **Fire Fighting:** The operation of an aircraft for the purpose of dispensing water, chemicals, and fire retardants intended for suppressing a fire. This includes the carrying of fire fighters.
- **Flight Testing:** The operation of an aircraft for flight testing of avionic systems, navigation systems and other aircraft equipment.
- **Flight Training:** Training which follows an approved ground and flight syllabus which permits students to meet all certification requirements for obtaining an airman certificate or rating. The Canadian air operator certificate for Flight Training and the Flight Training air operator certificate for NAFTA will be issued under Part IV of the *CAR*.
- **Forest Fire Management:** The operation of an aircraft for the purpose of fire detection and control, as well as for the purpose of dispensing any substance intended for forest fire suppression and prevention. This does include carrying fire fighters, fire bosses and/or managers from the base camp into the fire area or to the actual fire site as well as within the fire zone.

- **Glider Towing:** The towing of a glider by a powered aircraft equipped with a tow hitch.
- **Heli-logging:** The operation of an helicopter for the purpose of transporting timber suspended from the fuselage.
- **Human Organs:** The transportation services for the retrieval of human organs for human transplants.
- **Parachute Jumping:** The operation of an aircraft for the purpose of allowing a person to descend from that aircraft in flight using a parachute during all or part of that descent.
- **Wild Life Management:**
 - The utilization of an helicopter for the capturing of animals, the slinging-carriage of animal to trailers for relocation, the collecting of samples from animals and the placing of telemetry equipment on animals.
 - The utilization of an aeroplane for the capturing of animals, the collecting of samples from animals and the placing of telemetry equipment on animals.

2. **Air Operator**

Means a person who is the holder of an air operator certificate;

3. **Air Operator Certificate**

Means a certificate issued under Part VII of the CARs that authorizes the holder of the certificate to operate a commercial air service;

4. **Canadian**

“Canadian” means a Canadian citizen or a permanent resident within the meaning of the *Immigration Act*, a government in Canada or an agent of such a government or a corporation or other entity that is incorporated or formed under the laws of Canada or a province, that is controlled in fact by Canadians and of which at least seventy-five percent, or such lesser percentage as the Governor in Council may by regulation specify, of the voting interests are owned and controlled by Canadians;

5. **Commercial Air Service**

Means an air service provided by means of an aircraft for hire or reward that is publicly available as defined in subsection 3.(1) of the *Aeronautics Act*;

6. Domestic Service

Means an air service between points in Canada, from and to the same point in Canada, or between Canada and a point outside Canada that is not in the territory of another country, as defined in section 55 of the *Canada Transportation Act*;

7. International Service

Means an air service between Canada and a point in the territory of another country, as defined in section 55 of the *Canada Transportation Act*;

8. Non-Schedule International Service

Means an international service other than a scheduled international service, as defined in section 55 of the *Canada Transportation Act*;

9. Scheduled International Service

Means an international service, as defined in section 55 of the *Canada Transportation Act*, that is a scheduled service pursuant to

- (a) an agreement or arrangement for the provision of that service to which Canada is a party, or
- (b) a determination made under section 70 of the *Canada Transportation Act*;

1.3 AIR OPERATOR CERTIFICATE - STATUTORY REQUIREMENT

1. The *Aeronautics Act* mandates the Minister of Transport to exercise control over aeronautics in Canada. This control is maintained through the issuance of Canadian Aviation documents such as a licence, permit, accreditation, certificate or other document issued by the Minister under Part I of the *Act* with respect to any person or in respect of any aeronautical product, aerodrome, facility or service. Such documents include *Certificates of Registration* and *Airworthiness*, and specifically in respect of commercial air services, an air operator certificate.

The provision of a commercial air service involves a contract between the air operator and the person for whom the service is being provided and could be the transportation or the provision of aerial work operations such as Aerial Inspection and Surveillance. The air operator, in offering to provide a service and accepting payment, must in turn accept the responsibility of providing a satisfactory service, as well as meeting all terms and conditions of the contract, since the user expects assurance and reasonable guarantees of performance. In regard to safety, the public's protection is largely safeguarded, through the

Aeronautics Act, the Canadian Aviation Regulations and Commercial Air Service Standards.

These regulations set out the requirements, responsibilities and manner in which an air operator shall conduct its operations and provide Transport Canada, Civil Aviation (TC) with standards for assessing whether an air operator meets (and subsequently continues to meet) the requirements for certification.

If such assessment provides assurance that all crew members are competent, the aircraft are airworthy and suitable for the service, that the air operator has the ability to operate the service safely and properly in accordance with the prescribed standards and procedures, the Minister will issue an air operator certificate, attesting to such.

Notwithstanding the issuance of an air operator certificate by TC, air operators proposing to operate a domestic air service or an international air service require a licence from the Canadian Transportation Agency (Agency), the licensing authority, before commencing operations.

In order to obtain a Licence from the Agency, an air operator shall meet the requirements of section 10 of the *Air Transportation Regulations*, as follows:

"Section 10.

- (1) An applicant for a domestic licence, or for an amendment to or a renewal of such a licence, shall submit to the Agency documentary evidence to establish that the applicant:
 - (a) is a Canadian or is exempted from that requirement under section 62 of the *Act*;
 - (b) holds a Canadian aviation document that is valid in respect of the air service to be provided under the licence;
 - (c) has the liability insurance coverage required by section 7 in respect of the air service to be provided under the licence and has complied with section 8;
 - (d) where the applicant is required to meet the financial requirements set out in section 8.1, meets those requirements; and
- (2) Every holder of a domestic licence shall, within 30 days after each anniversary date of the licence, file with the Agency a declaration in the form set out in Schedule II."

1.4 AGENCY LICENCE EXCLUSION - SPECIALTY SERVICES

1. An air operator wishing to operate a specialty service such as Aerial Spray, etc., is now exempt from the requirement to obtain and hold an Agency licence. Subsection 56(2) of the *Canada Transportation Act*, refers to the Specialty Service Exclusion. However, an air operator is still required to obtain an air operator certificate when operating a specialty service (aerial work) and must meet the regulatory Liability Insurance requirements of section 606.02 of the CARs.

1.5 ELIGIBILITY FOR AN AIR OPERATOR CERTIFICATE

1. Before making any plans to start a Canadian commercial air service, you should first establish whether you or your company are in fact eligible for certification as a Canadian air operator.
2. The eligibility for an air operator certificate is referred to in section 700.04 of the *CAR*:

"700.04"

- (a) A Canadian is eligible to hold an air operator certificate.
 - (b) A person who is a citizen, permanent resident or corporation of a foreign state is eligible to hold an air operator certificate that authorizes the person to operate an air transport service in Canada if:
 - (i) the person holds a similar document of entitlement issued by the foreign state; and
 - (ii) the person meets the requirements of **Subpart 1**.
 - (c) A person who is a citizen, permanent resident or corporation of the United States of America or Mexico is eligible to hold an air operator certificate that authorizes the person to conduct aerial work in Canada if:
 - (i) the aerial work is a specialty air service for which the person may obtain an operating certificate in accordance with Chapter Twelve and Annex I - Canada of the *North American Free Trade Agreement*; and
 - (ii) the person meets the requirements of **Subpart 2**."
3. The aircraft requirements to operate an aircraft in a commercial air service is referred to in section 700.05 of the *CAR*, as follows:

"700.05"

- (a) No Canadian air operator shall operate an aircraft in a commercial air service unless:
 - (i) in the case of an aircraft registered in Canada under **Part II**, a Canadian type certificate and a Canadian flight authority have been issued for the aircraft under **Part V**; and
 - (ii) in the case of an aircraft registered in another contracting state, the Minister has authorized its operation under **Part II** and, where a Canadian type certificate has not been issued for the aircraft type, the aircraft has been approved for operation under **Part V**.
- 4. No air operator who is a citizen, permanent resident or corporation of a foreign state shall operate an aircraft in a commercial air service in Canada unless
 - (a) the aircraft is registered in Canada under **Part II** or in the foreign state; and
 - (b) where a Canadian type certificate has not been issued for the aircraft type, the aircraft has been approved for operation under **Part V**."

You can procure from the Regional Aircraft Registration Division Form 26-0011 "Application for Registration of Aircraft" used when an aircraft is first registered in Canada and Form 26-0039 "Application for Registration of Aircraft" which is used where the name or the address of a registered owner of a Canadian aircraft changes.

If you consider that you meet the criteria for eligibility and the aircraft requirements, you can now move to the planning stage.

1.6 PLANNING

1. It is the responsibility of the *Canadian Transportation Agency* to issue a Licence to an applicant. The Licence requirements are specified in section 71 of the *Canada Transportation Act*, as follows:

"61.

- (a) On application to the Agency and on payment of the specified fee, the Agency shall issue a licence to operate a domestic service to the applicant if:
 - (i) the applicant establishes in the application to the satisfaction of the Agency that the applicant
 - (ii) is a Canadian,
 - (iii) holds a Canadian aviation document in respect of the service to the provided under the licence,

- (iv) has the prescribed liability insurance coverage in respect of the service to be provided under the licence, and
- (v) meets prescribed financial requirements; and
- (b) the Agency is satisfied that the applicant has not contravened section 59 in respect of a domestic service within the preceding twelve months.

If you have not already done so, you should contact the licensing Agency in order to ensure that this aspect does not delay the initiation of your proposed service. Before applying for an air operator certificate, we suggest that you make sure that all requirements have been considered. Your best efforts and those of TC will be of little avail if the certification process cannot be completed because of some overlooked and critical deficiency. If you are unable to undertake a thorough analysis of your proposed service, seek the advice of a civil aviation consultant or other such professional advisor.

2. First of all you should be certain that the operation makes economic sense. For instance, if you are proposing a Scheduled Service, some of the things you should consider are:
 - (a) what and where is the demand;
 - (b) what is the competition - air, rail, road, water;
 - (c) how much traffic - passengers and/or cargo; and
 - (d) between which points and when does the traffic move.

Assuming that you are convinced that there is an unsatisfied demand, you should then look at ways and means of moving the traffic.

Since you propose to operate an air transportation service, your operation will have to be conducted in accordance with **subpart 702, 703, 704 or 705** of the CARs.

All commercial air service operators, designated as air operators under CARs, Part VII, shall, when all regulatory requirements are met, be issued an applicable air operator certificate by the Minister. However, pursuant to subsection 6.71(1) of the *Aeronautics Act*, the Minister may refuse to issue a Canadian aviation document (air operator certificate), where he is of the opinion that the public's interest and, in particular, the record in relation to aviation of the applicant or of any principal of the applicant warrant it.

3. This is the outline of commercial air services under Part VII:
 - 700 - General
 - 702 - Aerial work operations
 - 703 - Air taxi operations
 - 704 - Commuter operations
 - 705 - Airline operations
 - 706 - Aircraft maintenance requirements for air operators
4. In accordance with the requirements of the appropriate Regulations, consider the following:
 - (a) **Administration**
sales, advertising, fares, accounting and personnel administration;
 - (b) **Aircraft**
type, capacity, number, availability, airworthiness, performance and insurance;
 - (c) **Airports**
adequacy of runways, taxiways and aprons, gates, counterspace, passenger handling in the terminal, between the aircraft and the terminal and vice versa, customs, immigration, surface transportation, hangars, weather service, communication and fire protection and prior written permission from the airport operator or landowner;
 - (d) **A-OSH**
Aviation Occupational Safety and Health Regulations requirements.
 - (e) **Environmental Assessment**
refer to Chapter 5.1 to ascertain whether you require to apply for any assessment;
 - (f) **Environmental Conditions**
terminal and in-flight conditions and appropriate protective clothing;
 - (g) **Liability Insurance**
liability insurance for Domestic or International air services as required by the *Canadian Transportation Agency* or/and liability insurance as required by TC for aerial work services under section 606.02 of the *CAR*.
 - (h) **Logistics**
fuel, oil, lubricants, parts, oxygen, ground equipment, safety equipment (ground & air) and food service;
 - (i) **Qualified Crew Members**
in accordance with the requirements of the *Canadian Aviation Regulations*;

- (j) **Qualified Managerial and Supervisory Personnel**
in accordance with the *Canadian Aviation Regulations*;
- (k) **Transportation of dangerous goods**
As per the *Transportation of Dangerous Goods Act and Regulations*.

1.7 AIRWORTHINESS

1. Airworthiness requirements for a proposed air service are covered in **subpart 706** of the CARs and in the Airworthiness Manual.

The Regional Aircraft Maintenance and Manufacturing airworthiness section may wish to discuss the following points concerning your proposed operation:

- (a) proposed type of aircraft (piston or turbine engines), pressurized or non-pressurized aircraft;
- (b) maintenance, maintenance training of company personnel for servicing and operation of proposed aircraft and Approval of a Maintenance Organization (AMO);
- (c) aircraft spares;
- (d) ground support equipment;
- (e) special tools and equipment;
- (f) inspection system;
- (g) maintenance support;
- (h) Maintenance Manuals;
- (i) *Canadian Aviation Regulations* or other technical publications;
- (j) hangar and workshop facilities; and
- (k) any other requirements.

It is most important that you contact the Regional Aircraft Maintenance and Manufacturing Branch in order that you apprise yourself of all the airworthiness requirements that you will have to meet pertaining to your proposed air service.

CHAPTER

2

Applying for an Air Operator Certificate

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Applying for an Air Operator Certificate

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Chapter 2

2.1 APPLYING FOR AN AIR OPERATOR CERTIFICATE

1. Once you have formulated your plans and decide to go ahead, complete and submit Form 26-0380 "Statement of Intent" to the appropriate Regional Manager, Commercial and Business Aviation. (See page 22 for addresses and telephone numbers of Transport Canada, Civil Aviation regional offices.)

When completing this application *in full*, it is most important that the following pertinent information pertaining to the company, partnership or incorporation of your company is provided and indicates:

- (a) that the company, partnership or corporation is legally formed or under the laws of Canada or a Province, the date of incorporation and corporation number (where applicable);
 - (b) that its principal place of business is in Canada;
 - (c) that its executive head is a Canadian citizen or permanent resident within the meaning of the *Immigration Act*;
 - (d) that it is controlled in fact by Canadians and of which at least 75%, or such lesser percentage as the Governor in Council may by regulation specify, of the voting interests are owned and controlled by Canadians;
 - (e) the nature of the proposed operation; and
 - (f) that a copy of proof of incorporation is provided on pertinent pages thereof.
2. If you are applying for certification of a small domestic or aerial work air service or are familiar with TC's certification requirements and procedures, submission of an application can be made through the mail. However, if this is your first involvement in setting up a commercial air service and most certainly if you are going to operate large aircraft, we recommend that you make arrangements to discuss your operation with the Regional Manager, Commercial and Business Aviation. The regional office will review your proposal and provide you with the required forms, specialist telephone contact numbers and advice specific to the type and size of operations proposed.

3. We will not attempt to duplicate here the full and detailed information contained in the various subparts VII of the CARs or the specific advice you will be given by the Regional office. However, for your advanced information we have attached sample copies of Air Operator Certificate Application forms along with a Confirmation of Certification of Insurance document.

- Form 26-0045 - Airport-Aerodrome;
- Form 26-0046 - Aircraft;
- Form 26-0047 - Personnel;
- Form 26-0048 - Maintenance;
- Form 24-0070 - Approval of Maintenance Organization (AMO);
- Form 26-0380 - Statement of Intent;
- Form 26-0440 - Aerial Work Operations;
- Form 26-0448 - Passenger Carrying Authority - Cabin Safety;
- Form 26-0592 - Application for (FTA) Specialty Air Service Operations - Canadian Air Operator;
- Form 26-0011** - Application for Registration of Aircraft - (First Registered in Canada); and
- Form 26-0039** - Application for Registration of Aircraft - (Re-registered in Canada)

**NOTE: You may procure the latest form from the Regional Aircraft Registration Section.

In addition to the foregoing, you will be expected:

- (a) to provide resumes of your Chief Pilot, Operations Manager, Flight Attendant Manager and the person responsible for the maintenance control system;
 - (b) to produce a company Operations Manual and a Training program, Maintenance Control Manual, Flight Attendant Manual, Flight Attendant Training Program and detail on each aircraft type which is over 12,500 lbs. (MCTOW) pressurized or turbine powered;
 - (c) to have your crews' proficiency checked on the aircraft type(s), after the training programme is approved;
 - (d) to undergo a base and aircraft inspection; and
 - (e) to produce the line indoctrination training program and/or undergo a proving flight, if applicable.
4. It is also important to look into the matter of aircraft importation and airworthiness. If you are proposing to import an aircraft for use in your air service, we suggest that you first make sure that the particular aircraft and type

can be registered and operated commercially in Canada. For information pertaining to personnel licensing, aircraft registration and airworthiness, requirements for cockpit voice recorders and flight data recorders, please refer to A.I.P. Canada, in the "LRA Section" or to Flight Data Recorder (FDR) and Cockpit Voice Recorder (CVR) refer to sections 605.33 and 605.34 of the CARs, to Noise Operating Criteria refers to section 602.105 of the CARs and to Noise Restricted Runways refers to section 602.106 of the CARs.

5. Another very important point to consider is that the necessary aviation insurance coverage required for your commercial operation can be an expensive part of your start-up operations. It is suggested that you contact an Aviation Insurance Underwriter at your earliest opportunity in this matter.
6. During this whole process you will be very busy trying to put everything together and will certainly be in frequent contact with the various specialist divisions of the Regional office. Finally, when all TC requirements are met, the Regional office will then issue the formal air operator certificate.
7. Certification is a co-operative effort in which both the air operator and TC play a part and share responsibilities. It is our job to facilitate your desire to operate a commercial air service and it rests with you to prove to us that you can do so safely. Further, TC does not provide consultant services and if the TC's services seem to appear slow to you, you should seriously consider, from the outset, the use of civil aviation consultants.
8. Chapter 6 of this Manual pertains to the Canada Aviation OSH (Occupational Safety and Health) Program which is designed for the Aviation Industry and is administered and enforced by Transport Canada Aviation. The program is to insure compliance with the purpose of the *Canada Labour Code Part II* which is to prevent accidents and injury to health, arising out of, limited with or occurring in the course of employment by employees working on board of an aircraft while in operation.
9. Chapter 7 of this Manual pertains to the Transportation of Dangerous Goods by aircraft in accordance with the *Transportation of the Dangerous Goods Act* and the *Transportation of Dangerous Goods Regulations*.

Form 26-0045: Airport - Aerodrome

Transport Canada / Transports Canada		File no - Dossier n° 5258 - 5260 -			
AIR OPERATOR CERTIFICATE APPLICATION AÉROPORT - AÉRODROME		DEMANDE DE CERTIFICAT D'EXPLOITATION AÉRIENNE AÉROPORT - AÉRODROME			
1 Name of Air Operator - Nom de l'exploitant aérien _____ Address - Adresse _____					
2 (a) Airport/Aerodrome - Aéroport/Aérodrome (Name and Geographic Coordinates - Toponyme et les coordonnées géographiques) - Identifier/Identificateur					
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"> Aerodrome registered / Aéroport enregistré ☐ Yes / Oui ☐ No / Non Reg No / N° Enr _____ Dated / Date _____ </td> <td style="width: 33%;"> Airport - Aéroport Cert No / N° Cert _____ Dated / Date _____ </td> <td style="width: 34%;"> ☐ Public ☐ Private / Privé ☐ Day / Jour ☐ Night / Nuit ☐ VFR ☐ IFR ☐ Land / Terre ferme ☐ Water / Plan d'eau ☐ Ice / Sur glace ☐ Heliport </td> </tr> </table>			Aerodrome registered / Aéroport enregistré ☐ Yes / Oui ☐ No / Non Reg No / N° Enr _____ Dated / Date _____	Airport - Aéroport Cert No / N° Cert _____ Dated / Date _____	☐ Public ☐ Private / Privé ☐ Day / Jour ☐ Night / Nuit ☐ VFR ☐ IFR ☐ Land / Terre ferme ☐ Water / Plan d'eau ☐ Ice / Sur glace ☐ Heliport
Aerodrome registered / Aéroport enregistré ☐ Yes / Oui ☐ No / Non Reg No / N° Enr _____ Dated / Date _____	Airport - Aéroport Cert No / N° Cert _____ Dated / Date _____	☐ Public ☐ Private / Privé ☐ Day / Jour ☐ Night / Nuit ☐ VFR ☐ IFR ☐ Land / Terre ferme ☐ Water / Plan d'eau ☐ Ice / Sur glace ☐ Heliport			
(b) Name of aerodrome or airport operator - Nom de l'exploitant de l'aérodrome ou de l'aéroport _____ Telephone No - N° de téléphone _____					
(c) Air operator telephone, radio or other means of communications Téléphone, radio ou autres moyens de communications de l'exploitant aérien _____		(d) Air traffic control - Contrôle de la circulation aérienne ☐ Yes / Oui ☐ No / Non Hrs of operation - Heures d'exploitation To _____ A _____			
(e) Navigational and landing aids - Aides à la navigation et aux atterrissages ☐ ILS ☐ NDB ☐ VOR ☐ PAR ☐ ASR ☐ MLS					
(f) AERODROME EMERGENCY SERVICES - SERVICES D'URGENCE D'AÉRODROME					
(g) Uncertified or unregistered aerodrome, not in CFS, give runway details Aéroport non certifié ou enregistré, non dans la DSV, indiquez les détails de la piste - (with/avec LAT & LONG)					
3 Facilities available at this airport/aerodrome - Installation disponibles à cet aéroport/aérodrome					
(a) Communications ☐ ILS ☐ NDB ☐ VOR ☐ PAR ☐ ASR ☐ MLS		(b) Meteorological - Météorologie 1) Forecast - Prévision ☐ Yes / Oui ☐ No / Non 2) Weather Report - Bulletin ☐ Yes / Oui ☐ No / Non			
(c) Weather report contains all essential information normally found in DOT weather sequence Le rapport météorologique contient tous les détails essentiels normalement inclus dans le bulletin météorologique du M.D.T. ☐ Yes / Oui ☐ No / Non					
(d) First Aid - Équipement de premiers soins		(e) Passenger accommodation - Hébergement des passagers			
(f) Hangar					
(g) Refuelling facilities - Ravitaillement		(h) Available surface transportation - Transport de surface disponible			
4 Base					
☐ Main / Principale ☐ Sub- / Sub- ☐ Secondary / Secondaire		Scheduled - Points - Réguliers ☐ Airport / Aéroport ☐ Aerodrome / Aérodrome ☐ Base			
Type of operation - Type d'exploitation ☐ Day / Jour ☐ Night / Nuit ☐ VFR ☐ IFR					
5 (a) Aircraft types - Type(s) d'aéronef(s) _____ (b) Aircraft of 65,000 lbs (MCTOW) and over / Aéronef dont la MMHD est égale ou supérieure à 65,000 lb. _____ (c) Pavement evaluation required / Évaluation de l'état de surface exigée ☐ Yes / Oui ☐ No / Non					
6. I hereby certify that the above information is correct - Je certifie par la présente l'exactitude des renseignements fournis ci-dessus.					
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Date (Y-A - M - D-J)</td> <td style="width: 33%;">Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)</td> <td style="width: 33%;">Title - Titre</td> </tr> </table>			Date (Y-A - M - D-J)	Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	Title - Titre
Date (Y-A - M - D-J)	Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	Title - Titre			
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE DU MINISTÈRE DES TRANSPORTS					
7 Aerodrome Safety - Commentaires - Sécurité des aéroports - Observations					
I hereby certify that the information specified herein is correct as listed in section 2. / Je certifie par la présente que les renseignements fournis ci-dessus sont corrects, comme indiqués dans l'article 2.					
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Date (Y-A - M - D-J)</td> <td style="width: 33%;">Aerodrome Safety - Sécurité des aéroports</td> <td style="width: 33%;"></td> </tr> </table>			Date (Y-A - M - D-J)	Aerodrome Safety - Sécurité des aéroports	
Date (Y-A - M - D-J)	Aerodrome Safety - Sécurité des aéroports				
8 I hereby certify that the facilities listed in section 3 are satisfactory for the type(s) of aircraft and operation listed in sections 4 and 5. / Je certifie par la présente que les installations indiquées dans l'article 3 conviennent au(x) type(s) d'aéronefs et opération indiqués dans les articles 4 et 5.					
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Date (Y-A - M - D-J)</td> <td style="width: 33%;">Commercial and Business Aviation - Aviation commerciale et d'affaires</td> <td style="width: 33%;"></td> </tr> </table>			Date (Y-A - M - D-J)	Commercial and Business Aviation - Aviation commerciale et d'affaires	
Date (Y-A - M - D-J)	Commercial and Business Aviation - Aviation commerciale et d'affaires				
26-0045 (02/05-02) INSTRUCTIONS (see back - au verso)					

Canada

INSTRUCTIONS

NOTICE

Transport Canada Civil Aviation will not undertake a quality assurance role with regard to any form or document submitted in application for a service. Documentation that contains errors or does not meet regulatory requirements will be returned for correction.

Delays thus incurred are the sole responsibility of the applicant.

General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

1. The full name and full address of the air operator including the postal code.
2. (a) The location of the airport or aerodrome and with the co-ordinates and identifiers for remote aerodrome, registration or certificate numbers public/private etc.;
- (b) The name and telephone number of the aerodrome or airport operator;
- (c)(d)(e) Name of the air operator, phone no., aids and facilities available at the aerodrome/airport. Check appropriate box.
- (f) Detail what fire fighting and rescue equipment is available and if this information is published check for accuracy.
- (g) If the aerodrome is uncertified attach a note giving some details i.e. runway dimension, type of surface, etc., (75' x 3500') gravel) with latitude and longitude.
3. The information required in paragraphs (a) to (g) as the details are self explanatory.
4. If the Scheduled points are from a base, an aerodrome or an airport and the type of operations at an uncertified aerodrome. An aerodrome may be used as a Scheduled point provided it is approved by the Minister pursuant to the MOU pertaining to the use of uncertified aerodromes by a scheduled air services.
5. (a) List the types of aircraft that the air operator wishes to operate into the aerodrome or airport, i.e. PA-31, C-185, DHC-2, etc.;
- (b) List the air operator's aircraft with a (MCTOW) of 65,000 lbs and over;
- (c) If a pavement evaluation is required.

AVIS

Transports Canada, Aviation civile ne procédera pas à une assurance de la qualité de tout formulaire ou de tout document soumis avec une demande de service. La documentation erronée ou ne répondant pas aux exigences réglementaires sera retournée pour que les corrections nécessaires soient apportées.

Tout retard occasionné par une telle démarche incombera au demandeur.

Généralités

Cette formule doit être remplie en lettre majuscule ou au dactylo et signée par la personne autorisée de la compagnie, par les Directeurs des opérations ou y apposer le sceau de la compagnie.

Articles

1. Le nom et l'adresse au complet de l'exploitant aérien ainsi que le code postal.
2. (a) L'emplacement de l'aérodrome ou l'aéroport ainsi que les coordonnées géographiques et identificateurs dans le cas d'un aérodrome éloigné, numéro d'enregistrement ou de certificat et la date, le service public, privé, etc.;
- (b) Le nom et le numéro de téléphone de l'exploitant de l'aérodrome ou de l'aéroport;
- (c)(d)(e) Le numéro de téléphone, radio ou autres moyens de communications de l'exploitant aérien;
- (f) Le type de matériel de sauvetage et de lutte contre les incendies disponibles et si les renseignements sont publiés, en vérifier l'exactitude;
- (g) Pour un aérodrome non certifié inscrivez en annexe des détails sur les dimensions des pistes, les types de revêtement, etc., (75 x 3 500 pieds en gravier) avec la latitude et longitude.
3. L'information requise aux alinéas (a) à (g) car les détails sont explicatifs.
4. Si le point Régulier vise une base, un aérodrome ou un aéroport et les types d'opérations concernant un aérodrome non certifié qui peut être utilisé pour un point Régulier s'il est approuvé par le Ministre en vertu d'une Entente - Concernant l'utilisation d'aérodromes non certifiés par des services commerciaux réguliers.
5. (a) Les types d'aéronefs que l'exploitant désire exploiter à cet aérodrome ou à cet aéroport, i.e. PA-31, C-185, DHC-2, etc.;
- (b) Les aéronefs de l'exploitant aérien dont la (MMDH) est égale ou supérieure à 65 000 lb;
- (c) Si une évaluation de l'état de surface est exigée.

Form 26-0046: Aircraft

Transport Canada / Transports Canada AIR OPERATOR CERTIFICATE APPLICATION / DEMANDE DE CERTIFICAT D'EXPLOITATION AÉRIENNE AIRCRAFT / AÉRONEF		File No - Dossier n° 5258 - 5260 -	
1. Name of Air Operator - Nom de l'exploitant aérien			
2. Address - Adresse			
3. Aircraft Type - Type d'aéronef	Marks - Marques	Serial No - N° de série	Certificate of Airworthiness Date (Y-A - M - D-J) Certificat de navigabilité
4. Engine Type - Type de moteurs		☐ Turbine ☐ Piston	Number of Engines - Nombre de moteurs
5. (a) Maximum certificated take-off weight masse maximum certifiée au décollage		(c) ☐ Wheels ☐ Slids ☐ Float ☐ Amphibious ☐ Skids Roues Patins Flotteur Amphibie Patins	
5. (b) Maximum number of passengers Nombre maximum de passagers		(d) FDR ☐ Yes ☐ No No. of parameters DEV Oui Non Nbre de paramètres	CVR ☐ Yes ☐ No ECPP Oui Non
6. Aircraft flight manual approved - Manuel de vol de l'aéronef approuvé			
7. Flight Instruments in accordance with Instruments de vol conformément aux		IFR ☐ CAR/RAC 605.18	
		VFR OTT ☐ CAR/RAC 605.15	
		VFR Night ☐ CAR/RAC 605.16	
8. Auto pilot - Pilote automatique ☐ Yes ☐ No		Type	Number of axes Nombre d'axes
9. Radio equipment, navigation and communication - Équipement radio de navigation et communication (If insufficient space, attach list) (Annexer une liste si l'espace ne suffit pas)			
Communications equipment Équipement de		☐ VHF ☐ HF ☐ RVS ☐ ILS ☐ ADF ☐ Category II ☐ Category III ☐ RVS - Mode "S" Address / adresse	
Navigation and approach aids Aides à la navigation et à l'approche		☐ ELT-TYPE ☐ DME ☐ GPS ☐ VOR ☐ Other Autre	
10. Safety feature cards complies with Cartes sur les dispositifs de sécurité conformément au ☐ CAR/RAC 704.35 ☐ CAR/RAC 705.44 Visible Placards Alfiches visibles ☐ CAR/RAC 703.39 (3)			
11. Oxygen equipment complies with Équipement d'oxygène conforme au ☐ CAR/RAC 605.31 ☐ CAR/RAC 703.67 ☐ CAR/RAC 704.86 ☐ CAR/RAC 705.71 CAR/RAC 605.32 CAR/RAC 703.68 CAR/RAC 704.67 CAR/RAC 705.72			
12. Life saving equipment complies with Équipement de sauvetage conforme au ☐ CAR/RAC 602.62 - 602.63 (as applicable / selon le cas)			
13. Survival equipment complies with Équipement de survie conforme au ☐ CAR/RAC 602.61 - 602.63 (as applicable / selon le cas)			
14. First aid kit complies with Trousse de premiers soins conforme au ☐ CAR/RAC 602.60 (1) (f) ☐ CAR/RAC 703.82 ☐ CAR/RAC 704.84 ☐ CAR/RAC 705.90			
15. Applicable maintenance schedule - Calendrier de maintenance pertinent			
15. I certify that the above data is correct - J'atteste par la présente que les renseignements ci-dessus sont exacts			
Date (Y-A - M - D-J)		Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	
		Title - Titre	
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE EXCLUSIF DU MINISTÈRE DES TRANSPORTS			
The maintenance schedule is acceptable for the aircraft indicated. Le calendrier de maintenance est acceptable pour l'aéronef indiqué.		I certify that the aircraft and equipment are adequate for the operations covered by this application.	
Recommended for Approval - Recommandé pour approbation		J'atteste que l'aéronef et l'équipement sont convenables pour répondre aux exigences d'exploitation de cette demande	
Date (Y-A - M - D-J)		Date (Y-A - M - D-J)	
Aircraft Maintenance and Manufacturing Maintenance et construction des aéronefs		Commercial and Business Aviation Aviation commerciale et d'affaires	

26-0046 (0207-03)
 INSTRUCTIONS
 (see back - au verso)

INSTRUCTIONS

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Delays thus incurred are the sole responsibility of the applicant.

General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

- 1 The full name of the air operator
- 2 The full address of the air operator including the postal code
- 3 Aircraft Type
DHC2, B55, etc. Registration Marks - C-GORY, etc.
Certificate of Airworthiness, date of issue.
- 4 Engine Type
Check - Turbine or Piston and indicate the number of engines.
- 5 Maximum certificated take-off weight
 - (a) Shall be authorized by aircraft type approval
 - (b) Based on seats available excluding the pilots and as per aircraft type approval. Passenger/Cargo or Cargo Only
 - (c) Check one or more
 - (d) Flight Data Recorder (FDR) and Cockpit Voice Recorder (CVR) as required by CAR 605.32.
- 6 The aircraft flight manual shall be in the possession of the air operator and, where applicable, a Minimum Equipment List (MEL) in accordance with CAR 605.07
- 7 Indicate (Yes) or (No) if the flight instruments meet the CARs requirements for IFR, VFR, OTT or VFR Night
- 8 If yes, give type of auto pilot and number of axes. **NOTE**
Functioning auto pilot required for single pilot IFR operations as per schedule.
- 9 Radio Equipment, Navigation, Communication.
List number and types installed in aircraft 1 Narco MK 12 VHF Nav/Com; 1 King 175 VHF Nav/Com.
The ELT type as per column III, Table, CAR 605.38.
- 10 Visible placards of information conforms to CAR 703.39 (3) or the Safety Feature Cards information conforms to CAR 704.35 or CAR 705.44 and a sample copy is attached
- 11 As applicable indicate which of the following CARs that the oxygen equipment applies - CARs 605.31, 605.32, 703.67, 703.68, 704.66, 704.67, 705.71 or 705.72
- 12 Confirm that the Life-Saving equipment conforms to CAR 602.62 - 602.63 and that the Survival equipment conforms to CAR 602.61 - 602.63 (as applicable)
- 13 Confirm that the First Aid Kit complies with the following CARs - 602.60 (1) (f), 703.82, 704.84 or 705.90
- 14 Indicate the maintenance schedule which will be used for the aircraft described.
- 15 The form must be signed by a person duly authorized to execute the application on behalf of the air operator

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

Généralités

Ce formulaire doit être rempli en lettre majuscule ou au dactylo et signé par la personne autorisée de la compagnie, par le Directeur des opérations ou y apposer le sceau de la compagnie.

Articles

- 1 Le nom au complet de l'exploitant
- 2 L'adresse au complet de l'exploitant ainsi que le code postal
- 3 Type d'aéronef
DHC2, B55, etc. Marques d'immatriculation - C-GORY, etc.
Certificat de navigabilité, date d'émission.
- 4 Type de moteurs
Cocher turbine ou piston et indiquez le nombre de moteurs.
- 5 Poids maximal certifié au décollage
 - a) Poids autorisé dans l'homologation de type d'aéronef.
 - b) Nombre basé sur les sièges disponibles, à l'exception des pilotes, et l'homologation de type d'aéronef Pass / fret ou fret seulement
 - c) Cocher une case ou plus.
 - d) Enregistreur des données de vol (DEV) et enregistreur de la parole dans le poste de pilotage (ECP) requis par le RAC 605.32.
- 6 L'exploitant aérien doit avoir à sa disposition le manuel de vol de l'aéronef et, selon le cas, la liste d'équipement minimum (MEL) conformément au RAC 605.07.
- 7 Indiquez (Oui) ou (Non) si les instruments de vol rencontrent les exigences du RAC pour IFR, VFR, OTT ou VFR Nuit
- 8 Si l'on a coché la case oui, indiquer le type de pilote automatique et le nombre d'axes. **NOTE** : pilote automatique en état de marche requis pour les vols IFR effectués par un pilote.
- 9 Équipement radio de navigation et de communication.
Inscrire le nombre et les types d'équipements installés à bord de l'aéronef. 1 Narco MK 12 VHF Nav/Com. 1 King 175 VHF Nav/Com. Le type de ELT selon la colonne III, Tableau RAC 605.38.
- 10 Les affiches visibles conformément au RAC 703.39 (3) ou les Cartes sur les dispositions de sécurité conformément au RAC 704.35 ou RAC 705.44 et y attacher l'aéronef - un exemplaire.
- 11 Indiquez, selon le cas, si l'équipement d'oxygène s'applique aux articles RAC 605.31, 605.32, 703.67, 703.68, 704.66, 704.67, 705.71 ou 705.72.
- 12 Confirmez que l'équipement de sauvetage conforme au RAC 602.62 - 602.63 et que l'équipement de survie conforme au RAC 602.61 - 602.63 (selon le cas)
- 13 Confirmez que la trousse de premiers soins conforme au RAC - 602.60 (1) (f), 703.82, 704.84 ou 705.90
- 14 Indiquez le calendrier de maintenance qui s'applique à l'aéronef décrit
- 15 Ce formulaire doit être signé par une personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien

Form 26-0047: Personnel

	Transport Canada Transports Canada	File No. - Dossier n° 5258 - 5260 -
AIR OPERATOR CERTIFICATE APPLICATION PERSONNEL		
DEMANDE DE CERTIFICAT D'EXPLOITATION AÉRIENNE PERSONNEL		
1 Name of Air Operator - Nom de l'exploitant aérien Address - Adresse 		
2 SUPERVISORY PERSONNEL - Attach résumé giving position title, name, qualification, licences, certificates, endorsements and experience for: PERSONNEL DE CONTRÔLE - Joindre un résumé en mentionnant le titre du poste, les licences, les certificats, les annotations et l'expérience des personnes suivantes :		
(a) Operations manager - Gestionnaire des opérations Name - Nom Licence No. - N° de licence		(b) Chief Pilot - Pilote en chef Name - Nom Licence No. - N° de licence
(c) Person responsible for Maintenance control system Name - Nom Licence No. - N° de licence		(d) Flight Engineer - Second Officer - Mécanicien navigant - second officier Name - Nom Licence No. - N° de licence
(e) Flight Dispatcher - Régulateur de vol Name - Nom Licence No. - N° de licence		Certificate No. - N° du certificat
3 OPERATING PERSONNEL (Trained and Qualified in Accordance with the Applicable subpart VII of the CAR) PERSONNEL D'EXPLOITATION (Formé et qualifié conformément à la sous-partie VII appropriée du RAC)		
Number - Nombres		
Pilot-in-command Commandant de bord	Second-in-command Commandant en second	Flight Attendant Agent de bord
Flight Dispatcher Régulateur de vol		Flight Engineer - Second Officer Mécanicien navigant Second officier
4. I hereby certify that the qualifications of the foregoing personnel meet the requirements and/or the applicable CAR for operating the proposed service. J'atteste par la présente que le personnel susmentionné satisfait aux conditions et au RAC pertinent régissant l'exploitation du service proposé.		
Date (Y-A - M - D-J) Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)		
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE EXCLUSIF DU MINISTÈRE DES TRANSPORTS		
The person responsible for the Maintenance Control System meets the requirements of CAR 706. La personne responsable du Système de contrôle de la maintenance satisfait aux exigences du RAC 706.		
Date (Y-A - M - D-J) Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		
Operations personnel training records checked and PPCs completed - satisfactory. Dossiers de formation du personnel d'exploitation vérifiés et 'CCP' (contrôle de la compétence de pilote) jugés satisfaisant.		
Date (Y-A - M - D-J) Commercial and Business Aviation - Aviation commerciale et d'affaires		
INSTRUCTIONS (see back - au verso)		

26-0047 (0205-02)

Canada

INSTRUCTIONS

NOTICE

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Delays thus incurred are the sole responsibility of the applicant.

General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

1. The full name and full address of the air operator including the postal code.
2. **Supervisory Personnel**
 - (a) Give the full name and, where applicable, the licence number of the operations manager and ensure the name agrees with the company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (b) Give the full name and licence number of the chief pilot and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (c) Give the full name of the person responsible of the maintenance control system and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply in accordance with subpart 706 of the CAR.
 - (d) Give the full name and licence number of the flight engineer - second officer and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (e) Give the full name and certificate number of the flight dispatcher and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
3. Indicate the number of pilots-in-command, seconds-in-command, flight attendants, flight dispatchers and flight engineer-second officers and ensure the numbers agree with the company organization chart.
4. The form must be signed by the person duly authorized to execute the application on behalf of the air operator.

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

Généralités

Cette formule doit être remplie en lettre majuscule ou au dactylo et signée par la personne autorisée de la compagnie, par les Directeurs des opérations ou y apposer le sceau de la compagnie.

Articles

1. Le nom et l'adresse au complet de l'exploitant aérien ainsi le code postal.
2. **Personnel de contrôle**
 - (a) Indiquez le nom au complet et, selon le cas, le numéro de licence du gestionnaire des opérations et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
 - (b) Indiquez le nom au complet et le numéro de licence du pilote en chef et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
 - (c) Indiquez le nom au complet de la personne responsable du système de contrôle de la maintenance et assurez que le nom figure à l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie 706 du RAC.
 - (d) Indiquez le nom au complet du mécanicien navigant-second officier et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII du RAC, pour l'approbation de TC.
 - (e) Indiquez le nom au complet et le numéro du certificat du régulateur de vol et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
3. Indiquez le nombre de commandants de bord, commandants en second, agents de bord, régulateurs de vol et de mécaniciens navigant et assurez que le nombre figure sur l'organigramme de la compagnie.
4. Cette formule doit être signée par une personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien.

Form 26-0048: Approval of Maintenance Organization (AMO)

 Transport Canada / Transports Canada		File No. - Dossier n° 5258 - 5260 -	
AIR OPERATOR CERTIFICATE APPLICATION MAINTENANCE		DEMANDE DE CERTIFICAT D'EXPLOITATION AÉRIENNE MAINTENANCE	
1 Name of Air Operator - Nom de l'exploitant aérien			
Address - Adresse		Telephone No. - N° de téléphone	
2 Make and Model of Aircraft Operated - Nom et modèle d'aéronefs exploités and - et No. - N°			
3 Location of Main Maintenance Base - Endroit de la base principale de maintenance Maintenance Sub-Bases (as applicable) - Bases secondaires de maintenance (selon le cas)			
4 Air operator's maintenance control manual Le manuel de contrôle de la maintenance de l'exploitant aérien		Latest Amendment Dernière modification	
Date Submitted - Présenté le	Date Approved - Approuvé le	Date Submitted - Présenté le	Date Approved - Approuvé le
5. (a) ☐ Air operator AMO		Approval No. / Catégories / Ratings N° d'agrément / catégorie / qualifications	
(b) ☐ Maintenance Contract with AMO		Approval No. / Catégories / Ratings N° d'agrément / catégorie / qualifications	
Name and address - Nom et adresse		Approval No. / Catégories / Ratings N° d'agrément / catégorie / qualifications	
(1)		(1)	
(2)		(2)	
(3)		(3)	
6. All the statements contained herein are true and complete to the best of my knowledge in accordance with the requirements of CAR 706. A ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets et sont conformes aux exigences du RAC 706.			
Date		Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	
Title - Titre		Title - Titre	
FOR DEPARTMENT USE - À L'USAGE DU MINISTÈRE SEULEMENT			
7. The maintenance arrangements mentioned in section 5 are satisfactory for the aircraft types operated.		Les arrangements de maintenance mentionnés à l'article 5 sont satisfaisants pour les types d'aéronefs exploités.	
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		Date (Y-A - M - D-J)	

26-0048 (0205-02)
(see back - au verso)

Canada

NOTICE

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AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

APPLICATION FOR APPROVAL OF A MAINTENANCE ORGANIZATION
DEMANDE D'AGRÉMENT D'ORGANISME DE MAINTENANCE

1 NAME OF APPLICANT - NOM DU DEMANDEUR		3 TYPE OF APPLICATION - GENRE DE DEMANDE ☐ INITIAL ORIGINAL ☐ AMENDMENT MODIFICATION	
2 ADDRESS - ADRESSE		4 APPROVAL NUMBER - NUMERO D'ACCREMENT	
5 RATINGS - SPECIALITES ☐ AIRCRAFT AERONEF ☐ PROPELLERS HELICES ☐ AVIONS AVIONNEE ☐ STRUCTURES CELLULES ☐ COMPONENTS COMPOSANTS ☐ WELDING SOUDURE ☐ ENGINES MOTEURS ☐ OTHER AUTRE ☐ NONDESTRUCTIVE TESTING ESSAIS NON DESTRUCTIFS		6 DETAILS REGARDING RATINGS REQUESTED (FOR AIRCRAFT, SPECIFY TYPE) DETAILS CONCERNANT LES SPECIALITES DEMANDEES (POUR AERONEF, PRECISER LES TYPES)	
7 MANAGEMENT PERSONNEL (ATTACH RESUMES) - PERSONNEL DE GESTION (JOINDRE C.V.) DIRECTOR OF MAINTENANCE DIRECTEUR DE MAINTENANCE _____ QUALITY MANAGER RESPONSABLE DE LA QUALITE _____ PRODUCTION MANAGER RESPONSABLE DE LA PRODUCTION _____		8 MAINTENANCE PERSONNEL (MINIMUM NUMBERS) PERSONNEL D'ENTRETIEN (NOMBRE MINIMUM) LICENSED AMES TITULAIRES D'UNE LICENCE TEA _____ TECHNICIANS TECHNICIENS _____ TECHNICAL SUPPORT SOUTIEN TECHNIQUE _____	
9 DECLARATION: THE ABOVE INFORMATION AND THAT CONTAINED IN THE MAINTENANCE CONTROL MANUAL AND OTHER SUPPORTING DOCUMENTATION IS A TRUE AND ACCURATE DESCRIPTION OF THE ORGANIZATION. DECLARATION: LES RENSEIGNEMENTS DONNES CI-DESSUS, AINSI QUE CEUX CONTENUS DANS LE MANUEL DE CONTRÔLE DE LA MAINTENANCE ET DANS LES AUTRES DOCUMENTS PERTINENTS DÉCRIVENT L'ORGANISME AVEC EXACTITUDE ET FIDÉLITÉ. CORRESPONDENCE IS REQUESTED IN LANGUAGE UTILISÉE DANS LA CORRESPONDANCE ☐ ENGLISH ANGLAIS ☐ FRENCH FRANÇAIS _____			
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION (NOM ET FONCTION DE LA PERSONNE HABILITÉE À SIGNER AU NOM DE L'ORGANISME) _____ DATE _____ DOT USE ONLY - RESERVE AU MDT			
10 EVALUATION OF PROPOSED MAINTENANCE CONTROL SYSTEM EVALUATION DE LA PROPOSITION DE PROGRAMME DE CONTRÔLE DE LA MAINTENANCE ☐ MAINTENANCE CONTROL MANUAL MANUEL DE CONTRÔLE DE MAINTENANCE ☐ MANAGEMENT PERSONNEL PERSONNEL DE GESTION ☐ MAINTENANCE PERSONNEL PERSONNEL DE MAINTENANCE ☐ QUALITY ASSURANCE SYSTEM PROGRAMME DE CONTRÔLE DE LA QUALITÉ ☐ TRAINING PROGRAM PROGRAMME DE FORMATION ☐ FACILITIES INSTALLATIONS ☐ EQUIPMENT EQUIPEMENT ☐ SUBCONTRACTS SOUS-TRAITANCE THE PROPOSED MAINTENANCE CONTROL SYSTEM MEETS THE REQUIREMENTS OF THE AIRWORTHINESS MANUAL LA PROPOSITION DE PROGRAMME DE CONTRÔLE DE LA MAINTENANCE EST CONFORME AUX EXIGENCES DU MANUEL DE NAVIGABILITÉ		11 RECOMMENDATION: THE ORGANIZATION HAS BEEN INSPECTED (SEE SEPARATE INSPECTION REPORT) AND IS RECOMMENDED FOR APPROVAL WITH THE FOLLOWING RATINGS. RECOMMANDATION: L'ORGANISME A FAIT L'OBJET D'UNE INSPECTION (VOIR LE RAPPORT D'INSPECTION) ET NOUS RECOMMANDONS QU'IL SOIT AGRÉÉ DANS LES DOMAINES SUIVANTS: DETAILS (FOR AIRCRAFT, SPECIFY TYPE) DETAILS (POUR AERONEF, PRECISER LES TYPES)	
☐ AIRCRAFT AERONEF ☐ AVIONS AVIONNEE ☐ COMPONENTS COMPOSANTS ☐ ENGINES MOTEURS ☐ NONDESTRUCTIVE TESTING ESSAIS NON DESTRUCTIFS ☐ PROPELLERS HELICES ☐ STRUCTURES CELLULES ☐ WELDING SOUDURE ☐ OTHER AUTRE		☐ AIRCRAFT AERONEF ☐ AVIONS AVIONNEE ☐ COMPONENTS COMPOSANTS ☐ ENGINES MOTEURS ☐ NONDESTRUCTIVE TESTING ESSAIS NON DESTRUCTIFS ☐ PROPELLERS HELICES ☐ STRUCTURES CELLULES ☐ WELDING SOUDURE ☐ OTHER AUTRE	
AIRWORTHINESS INSPECTOR INSPECTEUR DE LA NAVIGABILITÉ _____ DATE _____		AIRWORTHINESS INSPECTOR INSPECTEUR DE LA NAVIGABILITÉ _____ DATE _____	

24-0070 (07-03)

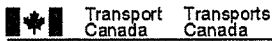
Canadă

Form 26-0380: Statement of Intent

Transport Canada / Transports Canada		File No - Dossier n° 5258 - 5260 -	
COMMERCIAL AIR SERVICE STATEMENT OF INTENT		SERVICE AÉRIEN COMMERCIAL ENONCÉ D'INTENTION	
PART I - TO BE COMPLETED BY APPLICANT - PARTIE 1 - À ÊTRE REMPLIE PAR LE REQUÉRANT			
Legal name and Trade Name, address and Postal Code of applicant - Dénomination sociale et nom commercial, adresse et code postal du requérant			
Principal place of business - Le bureau d'affaire principal du requérant			
Telephone - Téléphone No. - N°		Facsimile - Facsimilé No. - N°	
Telex - Télec No. - N°		Incorporated - Constitué ☐ Fed. ☐ Prov.	
Area Code Ind. rég.		Date Y-A M D-J	
I understand that - Je comprends que		Yes - Oui No - Non	
The executive head of the corporation is a Canadian citizen - Le chef exécutif de la société est un citoyen canadien.		☐ ☐	
Not less than 75% of the voting interest is to be owned and controlled by Canadian citizens Non moins que 75% de l'intérêt votant appartiendra et sera contrôlé par des citoyens canadiens		☐ ☐	
Attach Pertinent Business Documents (see reverse side) - Joindre les documents d'affaires pertinents (voir au verso)		Proposed Start of Operations Début de l'exploitation proposée Date Y-A M D-J	
PROPOSED TYPE OF SERVICE - TYPE DE SERVICE PROPOSÉ			
☐ Domestic Intérieur ☐ International Scheduled - Régulier ☐ International Non-Scheduled - À la demande			
☐ Aerial Work (Select type) Travail aérien (Sélectionnez le type)			
☐ Aerial Advertising Publicité aérienne		☐ Aerial Construction Construction à moyen d'aéronefs	
☐ Aerial Mapping Cartographie aérienne		☐ Aerial Inspection and Surveillance Inspection et surveillance aérienne	
☐ Aerial Surveying Levée topographique aérienne		☐ Aerial Photography Photographie aérienne	
☐ Forest Fire Management Gestion des incendies de forêt		☐ Aerial Sightseeing Excursion aérienne	
☐ Parachute Jumping Sauts en parachute		☐ Fire Fighting Lutte contre incendie	
☐ External Load Remorquage de planeurs		☐ Human Organs Organes humains	
☐ Wild Life Management Gestion de la faune		☐ Helilogging Hélicablage	
☐ Flight Training Formation au pilotage		☐	
AREA OF OPERATION (Aerodrome location identifier and name or (lat.-long.) - RÉGION D'EXPLOITATION (Code d'identification et le nom d'aérodrome ou (lat.-long.))			
Base(s)		Aircraft Types - Types d'aéronefs	
Name of approved maintenance organization (if available) - Nom de l'organisme de maintenance agréé (si disponible)		Approval No. - N° d'agrément	
OPERATING CONDITIONS (Check where applicable) - CONDITIONS D'EXPLOITATION (Cocher où applicable)			
Authorization Autorisation	Day Jour	Night Nuit	VFR IFR VFR OTT
Multi-engine aircraft Aéronefs multimoteurs			
Rotorcraft Hélicoptères			
Single-engine aircraft Aéronefs monomoteurs			
Passengers and cargo Passagers et fret	Passengers only Passagers seulement	Cargo only Fret seulement	Comments Observations
MANAGERIAL PERSONNEL - PERSONNEL DE GESTION			
Name - Nom			
All the statements contained herein are true and complete to the best of my knowledge À ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets.			
Date (Y-A - M - D-J)		Signature (if person duly authorized to execute this application on behalf of the applicant) (do la personne dûment autorisée à exécuter cette demande au nom du requérant)	
		Title - Titre	

26-0380 (0301-04)

Canada



PART II - TO BE COMPLETED BY DOT REGIONAL OFFICE - PARTIE 1 - À ÊTRE REMPLIE PAR LE BUREAU RÉGIONAL DU M.D.T.		
Name of principal inspector - Nom de l'inspecteur principal		
Operations - Opérations	Airworthiness - Navigabilité aérienne	Flight Training - Formation au pilotage
Commercial and Business Aviation - Aviation commerciale et d'affaires		
General Aviation - Aviation générale		
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		

BUSINESS DOCUMENTS

NOTICE

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Proprietorship

If applicable state firm name of proprietorship and furnish copy of firm name registration.

Partnership

If applicable state firm name and style of partnership and furnish copy of partnership registration.

Corporations

Furnish a copy of the Company's Charter or Letters Patent of Incorporation and any amendments. If incorporated under the laws of a province which issues only a Certificate of Incorporation, a copy of such certificate must be accompanied by a copy of the Memorandum and Articles of Association.

Affidavit

The ownership and citizenship requirements shall be verified by affidavit.

DOCUMENTS D'AFFAIRES

AVIS

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Droit de propriété

Selon le cas, déclarer la raison sociale de la société qui a le droit de propriété et fournir une copie de l'enregistrement de la raison sociale.

Société en nom collectif

Selon le cas, déclarer la raison sociale de la société et le type de société en nom collectif et fournir une copie de l'enregistrement des sociétés en noms collectifs.

Société par actions

Fournir une copie de la charte ou des lettres patentes de la société constituée ainsi que de toutes les modifications effectuées. Si celle-ci est constituée en vertu des lois d'une province qui ne fournit qu'un certificat de constitution, une copie de ce certificat doit être accompagnée de la note de service et des statuts d'association.

Déclaration écrite

Les exigences de propriété et de citoyenneté devraient être vérifiées au moyen d'une déclaration écrite.

Canada

Form 26-0440: Aerial Work

Transport Canada / Transports Canada		File No - Dossier n° 5258 - 5260 -																																																																																						
AIR OPERATOR CERTIFICATE APPLICATION AERIAL WORK		DEMANDE DE CERTIFICAT D'EXPLOITATION AÉRIENNE TRAVAIL AÉRIEN																																																																																						
1. Name of Applicant - Nom du demandeur		Address - Adresse																																																																																						
Telephone No - N° de téléphone																																																																																								
2. (a) Airport/Aérodrome - Aéroport/Aérodrome (Name and Geographic Coordinates - Toponyme et les coordonnées géographiques) - Identifier/Identificateur																																																																																								
Aerodrome registered / Aéroport enregistré ☐ Yes / Oui ☐ No / Non		Airport - Aéroport ☐ Public ☐ Private / Privé ☐ Day / Jour ☐ Night / Nuit ☐ VFR ☐ IFR																																																																																						
Reg. No. / N° Enr. Dated / Date		Land / Terre ferme Water / Plan d'eau Ice / Sur glace Heliport / Hélicoptère																																																																																						
(b) Name of aerodrome or airport operator - Nom de l'exploitant de l'aérodrome ou de l'aéroport		Telephone No - N° de téléphone																																																																																						
(c) Uncertified aerodrome, not in CFS give runway details - Aéroport non agréé, non dans le CSV, indiquez les détails de la piste - (with/avec Lat. & long.)																																																																																								
Aerodrome facilities - Installations à l'aérodrome ☐ ATC tower / Tour de contrôle ☐ FSS ☐ Weather briefing / Exposé météorologique		Navigational and landing aids - Aides à la navigation et aux atterrissages ☐ ILS ☐ NDB ☐ VOR ☐ PAR ☐ ASR ☐ Other / Autre																																																																																						
3. ☐ Aerial Work / Travail aérien Select the type aerial work, by number, as referred on the reverse of this form / Sélectionnez, par numéro, le type de travail aérien mentionné au verso de cette formule																																																																																								
4. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Type of Aircraft / Type d'aéronef</th> <th rowspan="2">Marks / Marques</th> <th rowspan="2">Radio Equipment / Équipement de radio</th> <th colspan="4">Flight Instruments in accordance to - Instruments de vol conformément aux</th> </tr> <tr> <th colspan="2">IFR CAR/RAC 605.18</th> <th colspan="2">VFR OTT CAR/RAC 605.15</th> <th colspan="2">VFRF Night/Nuit CAR/RAC 605.16</th> </tr> <tr> <th colspan="3"></th> <th>Yes - Oui</th> <th>No - Non</th> <th>Yes - Oui</th> <th>No - Non</th> <th>Yes - Oui</th> <th>No - Non</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Type of Aircraft / Type d'aéronef	Marks / Marques	Radio Equipment / Équipement de radio	Flight Instruments in accordance to - Instruments de vol conformément aux				IFR CAR/RAC 605.18		VFR OTT CAR/RAC 605.15		VFRF Night/Nuit CAR/RAC 605.16					Yes - Oui	No - Non	Yes - Oui	No - Non	Yes - Oui	No - Non																																																															
Type of Aircraft / Type d'aéronef	Marks / Marques	Radio Equipment / Équipement de radio	Flight Instruments in accordance to - Instruments de vol conformément aux																																																																																					
			IFR CAR/RAC 605.18		VFR OTT CAR/RAC 605.15		VFRF Night/Nuit CAR/RAC 605.16																																																																																	
			Yes - Oui	No - Non	Yes - Oui	No - Non	Yes - Oui	No - Non																																																																																
5. Operations Manager - Gestionnaire opérations		Chief Pilot - Pilote en chef																																																																																						
Name - Nom No./N° de licence		Name - Nom No./N° de licence																																																																																						
Name - Nom No./N° de licence		Person Responsible - Maintenance Control System / Personne responsable - Système de contrôle de la maintenance																																																																																						
Name - Nom No./N° de licence		Name - Nom No./N° de licence																																																																																						
6. Name, address, Approval No of Approved Maintenance Organization - Nom, adresse, n° d'agrément de l'organisme de maintenance agréé																																																																																								
7. The Maintenance Control Manual has been submitted for approval / Le manuel de contrôle de la maintenance a été présenté pour approbation ☐ Yes - Oui ☐ No - Non Date submitted / Date de présentation																																																																																								
I certify that the above data is correct. / J'atteste que les renseignements ci-dessus sont exacts.																																																																																								
Date Signature (of person duly authorized to execute this application on behalf of the air operator) / (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien) Title - Titre																																																																																								
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE DU MINISTÈRE DES TRANSPORTS																																																																																								
The information provided in section 2 is correct. / L'information présentée à la partie 2 est correcte.																																																																																								
Aerodrome Safety - Sécurité des aéroports Date																																																																																								
The Approval Maintenance Organization referred to in section 6 holds the appropriate Categories and Ratings. The information relating to maintenance meets the CAR 706 requirements.		L'Organisme de maintenance agréé mentionné à l'article 6 détient les catégories et qualifications appropriées. Les renseignements relatifs à la maintenance satisfont aux exigences du RAC 706.																																																																																						
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs Date																																																																																								
Facilities, equipment, personal qualifications and operations manual, if applicable, have been inspected and approved and are adequate for the proposed operations.		Les installations, l'équipement, les qualifications du personnel et le manuel d'exploitation, (selon le cas), ont été vérifiés, et approuvés et conviennent à l'exploitation proposée.																																																																																						
Commercial and Business Aviation - Aviation commerciale et d'affaires Date																																																																																								

26-0440 (0205-02)

Canada

NOTICE

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Tout retard occasionné par une telle démarche incombera au demandeur.

1. Aerial Advertising
Publicité aérienne
2. Aerial Construction
Construction à moyen d'aéronefs
3. Aerial Inspection and Surveillance
Inspection et surveillance aérienne
4. Aerial Harvesting
Récolte aérienne
5. Aerial Mapping
Cartographie aérienne
6. Aerial Photography
Photographie aérienne
7. Aerial Sightseeing
Excursion aérienne
8. Aerial Spraying
Pulvérisation aérienne
9. Aerial Surveying
Levé topographique aérien
10. External Load
Charge externe
11. Fire Fighting
Lutte contre incendie
12. Flight Training
Formation au pilotage
13. Forest Fire Management
Gestion des incendies de forêt
14. Glider Tower
Remorquage de planeurs
15. Helicopter Logging
Hélicoptère de coupe
16. Human Organs
Organes humains
17. Parachute Jumping
Sauts en parachute
18. Wild Life Management
Gestion de la faune

Form 26-0448: Passenger Carrying Authority - Cabin Safety



AIR OPERATOR CERTIFICATE
APPLICATION - PASSENGER CARRYING
AUTHORITY - CABIN SAFETY

DEMANDE DE CERTIFICAT D'EXPLOITATION
AÉRIENNE - AUTORISATION DE TRANSPORT DE
PASSAGERS - SÉCURITÉ DES CABINES

FOR TC USE - À L'USAGE DE TC	
File No. - Dossier n°	5258 -
	5260 -
☐ Initial	☐ Amendment Modification
Date (Y/A-M-D/J)	

Name of Air Operator - Nom de l'exploitant aérien	Base									
Address and Telephone No. - Adresse et n° de téléphone										
<table border="1"> <tr> <td>APPLICANT'S USE À L'USAGE DU REQUÉRANT</td> <td>Date (Y/A-M-D/J)</td> <td>FOR TC USE À L'USAGE DE TC</td> </tr> <tr> <td></td> <td></td> <td>Meets Stand. Renc. normes (Y/A-M-D/J)</td> </tr> <tr> <td></td> <td></td> <td>Approved Approuvé (Y/A-M-D/J)</td> </tr> </table>		APPLICANT'S USE À L'USAGE DU REQUÉRANT	Date (Y/A-M-D/J)	FOR TC USE À L'USAGE DE TC			Meets Stand. Renc. normes (Y/A-M-D/J)			Approved Approuvé (Y/A-M-D/J)
APPLICANT'S USE À L'USAGE DU REQUÉRANT	Date (Y/A-M-D/J)	FOR TC USE À L'USAGE DE TC								
		Meets Stand. Renc. normes (Y/A-M-D/J)								
		Approved Approuvé (Y/A-M-D/J)								

ALL OPERATIONS - TOUTES OPÉRATIONS			
Safety Features Cards for these Aircraft Types: Cartes de mesures de sécurité pour ces types d'aéronefs	1.	2.	3.
Passenger and Cabin Safety Procedures Procédures de sécurité des passagers et dans la cabine	R-		not - non applicable
Briefing of Passengers Exposé donné aux passagers	R-		not - non applicable
Aircraft Inspection Inspection d'aéronef			not - non applicable

OPERATIONS WITH FLIGHT ATTENDANTS - OPÉRATIONS AVEC AGENTS DE BORD			
Flight Attendant Manager Qualifications Qualifications du Gestionnaire des agents de bord	R-		not - non applicable
Flight Attendant Training Program - (See note on back) Programme de Formation des agents de bord - (Voir Note au verso)	(A) ☐ Initial (B) ☐ Annual Annuel	A B	not - non applicable
Flight Attendant Training Syllabus (See note on back) Programme de cours des agents de bord - (Voir Note au verso)	(A) ☐ Initial (B) ☐ Annual Annuel	A B	not - non applicable
Line Indoctrination Training Formation de Qualification en ligne	R-		not - non applicable
Record Keeping System for Training and Qualifications Système de mise à jour de dossiers de formation et de qualifications	R-		not - non applicable
Instructor Qualifications Qualifications d'instructeur	R-		not - non applicable
Training Facilities Installations de formation	R-		not - non applicable
Cabin Emergency Evacuation Trainer Cabine d'entraînement à l'évacuation d'urgence	R-		not - non applicable
Flight Attendant Manual - (See Note on back) Manuel de l'agent de bord - (Voir Note au verso)	R-		not - non applicable
Flight Attendant Stations Postes d'agent de bord	R-		not - non applicable
Minimum Number of Flight Attendants per Aircraft Type Nombre minimal d'agents de bord selon le type d'aéronef	R-		not - non applicable
Carry-on Baggage Control Program Programme de contrôle de bagages de cabine	R-		not - non applicable

I understand that the above information is correct.

Je comprends que les renseignements ci-dessus sont exacts.

Date (Y/A-M-D/J)

Signature

Title - Titre

(if person duly authorized to execute this application on behalf of the air operator)
(de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)

This confirms that all the Cabin
Safety requirements have been met.

FOR TC USE
À L'USAGE DE TC

La présente confirme que toutes les exigences
de sécurité de cabines ont été rencontrées.

Date (Y/A-M-D/J)

Cabin Safety Inspector - Inspecteur de la sécurité des cabines

Date (Y/A-M-D/J)

Airline Inspection - Inspection des entreprises de transport aérien

Commercial and Business Aviation
Aviation commerciale et d'affaires

26-0448 (0205-02)

INSTRUCTIONS
(see back - au verso)

NOTE
(see back - au verso)

Canada

INSTRUCTIONS

NOTICE

Transport Canada Civil Aviation will not undertake a quality assurance role with regard to any form or document submitted in application for a service. Documentation that contains errors or does not meet regulatory requirements will be returned for correction.

Delays thus incurred are the sole responsibility of the applicant.

1. This form is used for the initial issue and / or amendment of an air operator certificate (AOC) and the addition of a new aircraft type to the air operator certificate.
2. Coordination is required with the Cabin Safety Division whenever there are requirements to amend or issue an AOC or an operation specification pertaining to Cabin Safety.
3. The shaded areas are for TC use only. The applicant completes the white area of the form.
4. At the top right-hand of the form, the inspector enters the file numbers, whether this form is for initial issuance of an AOC or an amendment to an existing AOC and the date that the form was received from the applicant.
5. The applicant enters the name, address, and base of the air operator.
6. The applicant enters the aircraft type(s) and the date on which the safety features' cards were submitted.
7. For each line entry, the applicant enters the date submitted and a reference(R) to where the information relative to the item is located (i.e., Flight Operations Manual, Chapter 4, pages 3-6; Flight Attendant Manual, Chapter 3 section 3.8; Agent's Handbook sections 5.6 - 6.7) or attaches a copy of the item with the form.
8. For each line entry, the inspector enters the date on which the information was evaluated and determined to either meet the standards or was approved.
9. The applicant signs the form attesting to the correctness of the information.
10. The Cabin Safety Inspector signs the form confirming that all cabin safety requirements have been met before the applicable Airline Inspection or Commercial and Business Aviation division signs off.

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

1. Ce formulaire sert à la délivrance d'un premier certificat d'exploitation aérienne (CEA) et/ou à la modification de ce certificat et pour l'ajout d'un nouveau type d'aéronef au certificat d'exploitation aérienne.
2. On doit coordonner avec la division des Normes relatives à la sécurité des cabines lorsqu'il est nécessaire de modifier ou de délivrer un CEA ou une spécification d'exploitation se rapportant à la Sécurité des cabines.
3. La partie ombrée est à l'usage de TC. Le requérant doit remplir les parties du formulaire qui ne sont pas ombrées.
4. L'inspecteur doit entrer les numéros des dossiers à la partie droite du haut du formulaire, soit si ce formulaire est utilisé pour la délivrance initiale ou pour la modification d'un présent CEA ainsi que la date de la réception de ce formulaire du requérant.
5. Le requérant doit entrer le nom, l'adresse et la base de l'exploitant.
6. Le requérant doit entrer les types d'aéronefs et la date que les cartes de mesures de sécurité ont été soumises.
7. Le requérant doit entrer sur chaque ligne la date et la référence(R) d'où provient l'information relative à l'élément (i.e., Chapitre 4, pages 3-6 du Manuel de vol de l'aéronef; Chapitre 3, article 3.8 du Manuel de l'agent de bord; les articles 5.6 - 6.7 du Manuel d'agent) ou y attacher une copie des éléments à ce formulaire.
8. L'inspecteur doit entrer sur chaque ligne la date que l'information a été évaluée et déterminée qu'elle rencontre les normes ou qu'elle a été approuvée.
9. Le requérant signe le formulaire attestant l'exactitude de l'information.
10. L'inspecteur de la sécurité des cabines signe le formulaire confirmant que tous les exigences de sécurité des cabines sont rencontrées avant que la division applicable des Entreprises de transport aérien ou de l'Aviation commerciale et d'affaires signe ce formulaire.

NOTES

1. Flight attendant training may not commence until the Flight Attendant Training Program has received written conditional approval and the Flight Attendant Manual has received written approval.
 2. Annual Flight Attendant Training Syllabus and Program do not require approval during the Initial Certification process. The documents must be submitted for review and approval no later than 90 days before Annual training is due.
 3. For operations with flight attendants and depending on the complexity of the operation or the documents:
 - (a) the certification process for an initial air operator certificate can take between 60 to 90 days to complete from the date the documents are received;
 - (b) the certification process to amend an air operator certificate can take between 30 to 60 days to complete from the date the documents are received.
1. La formation d'agent de bord ne débutera avant que le Programme de Formation des agents de bord n'ait reçu une approbation conditionnelle par écrit et que le Manuel de l'agent de bord n'ait reçu une approbation par écrit.
 2. Le Programme de cours et de formation des agents de bord annuel ne requiert pas d'approbation lors du processus initial d'Agrément. Ces documents doivent être soumis pour révision et approbation 90 jours avant la date d'échéance de la formation annuelle.
 3. Pour les exploitations avec agents de bord et selon la complexité de l'exploitation ou des documents :
 - a) dans le cas d'un premier certificat d'exploitation aérienne, le processus d'agrément peut prendre de 60 à 90 jours à partir de la date où les documents ont été reçus ;
 - b) dans le cas d'une modification à un certificat d'exploitation aérienne, le processus d'agrément peut prendre de 30 à 60 jours à partir de la date où les documents ont été reçus.

Form 26-0592: Application for (FTA) Speciality Air Service Operations

 Transport Canada		Transports Canada		File number - Numéro de dossier	
APPLICATION FOR (FTA) SPECIALTY AIR SERVICE OPERATIONS - CANADIAN AIR OPERATOR DEMANDE POUR DES OPÉRATIONS DE SERVICES SPÉCIALISÉS (ALÉ) - EXPLOITANT AÉRIEN CANADIEN					
PART I - TO BE COMPLETED BY APPLICANT - PARTIE I - À ÊTRE REMPLIE PAR LE REQUÉRANT					
Name, address & postal code of applicant - Nom, adresse et code postal du requérant			Principal place of business of applicant - Le bureau d'affaire principal du requérant		
Telephone number - Numéro du téléphone	Facsimile number - Numéro de télécopieur	Telex - Télex	Incorporated - Constituée ☐ Yes ☐ No ☐ Oui ☐ Non	Date (Y-A - M - D-J) Number - Numéro	
I understand that - Je comprend que I am a permanent resident or corporation of a country under a Free Trade Agreement (FTA): Je suis résident permanent ou une société par action d'un pays sous un accord de libre-échange (ALÉ): ☐ Yes ☐ No ☐ Oui ☐ Non					
Air operator certificate number - Numéro du certificat d'exploitation aérienne					
Into which country - Dans quel pays	Base(s) and identification - Base(s) et identification		Between points abroad - Entre points à l'étranger ☐		
Request for a FTA Operations Specification - Demande de spécification d'exploitation ALÉ ☐ Yes ☐ No ☐ Oui ☐ Non			Proposed period of contract (date) - Durée prévue du contrat (date) From: De: To: Au:		
Proposed types of specialty services - Types de services spécialisés proposés					
☐ Aerial advertising Publicité aérienne	☐ Aerial construction Construction à moyen d'aéronefs	☐ Aerial inspection and surveillance Inspection et surveillance aérienne	☐ Aerial mapping Cartographie aérienne		
☐ Aerial photography Photographie aérienne	☐ Aerial sightseeing Excursion aérienne	☐ Aerial spraying Pulvérisation aérienne	☐ Aerial surveying Levée topographique aérienne		
☐ Fire fighting Lutte contre l'incendie	☐ Flight training Formation au pilotage	☐ Forest fire management Gestion des incendies de forêt	☐ Glider towing Remorquage de planeurs		
☐ Helicopter logging Hélicoptère d'abattage	☐ Parachute jumping Sauts en parachute	☐ External load Charge externe	☐		
Aircraft types - Types d'aéronefs			Registration (see page 2) - Immatriculation (voir page 2)		
Complete (full) names of pilots - Noms entiers (complets) des pilotes			Licences (see page 2) - Licences (voir page 2)		
MANAGERIAL PERSONNEL - PERSONNEL DE GESTION					
Name - Nom					
All the statements contained herein are true and complete to the best of my knowledge - À ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets					
Date (Y-A - M - D-J)	Signature of person duly authorized to execute this application on behalf of the air operator Signature de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien				Title - Titre
PART II - TO BE COMPLETED BY DOT OFFICE - PARTIE II - À ÊTRE REMPLIE PAR LE BUREAU DU M.D.T.					
Commercial and Business Aviation Aviation commerciale et d'affaires		Aircraft Maintenance and Manufacturing Maintenance et construction des aéronefs		Date	

26-0592 (0205-02)

NOTICE

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Tout retard occasionné par une telle démarche incombera au demandeur.

SAMPLE

Form 26-0011: Application for Registration of Aircraft
(First registered in Canada)

Form 26-0039: Application For Registration Of Aircraft
(Re-Registered In Canada)

2.2 TRANSPORT CANADA CIVIL AVIATION REGIONAL OFFICES (Air Operator Certification Divisions)

(Air Operator Certification Division) (Edmonton office)

Pacific Region

Suite 620
800 Burrard Street
Vancouver, British Columbia
V6Z 2J8

Canada Place
9700 Jasper Street
11th Floor
Edmonton, Alberta
T5J 4E6

Telephone: (604) 666-4924
Facsimile: (604) 666-0682

Telephone: (403) 495-5269
Facsimile: (403) 495-4622

Prairie and Northern Region

P.O. Box 8550
333 Main Street
Winnipeg, Manitoba
R3C 0P6

Telephone: (204) 983-1399
Facsimile: (204) 983-1734

Ontario Region

4900 Yonge Street
Suite 300
Willowdale, Ontario
M2N 6A5

Telephone: (416) 952-0019/0020
Facsimile: (416) 952-0050

Quebec Region

Commercial and Business Aviation
700 Leigh Capreol
Dorval, Quebec
H4Y 1G7

Telephone: (514) 633-3551
Facsimile: (514) 633-3697

Atlantic Region

P.O. Box 42
Heritage Court,
95 Foundry Street
Moncton, New Brunswick
E1C 8K6

Telephone: (506) 851-7563
Facsimile: (506) 851-7190

Seventh Region

Place de Ville, Tower "C"
330 Sparks Street, 4th Floor
Ottawa, Ontario
K1A 0N8

Telephone: (613) 990-1073
Facsimile: (613) 991-5188

CHAPTER

3

***Submission of
Security Information***

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Submission of Security Information

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Chapter 3

3.1 SUBMISSION OF SECURITY INFORMATION TO TRANSPORT CANADA, SECURITY OPERATIONS

1. The requirements for foreign and domestic air operators operating to, from and within Canada to submit security information to Transport Canada, Security Operations are as follows:
 - (a) pursuant to the *Canadian Aviation Security Regulations*, it is incumbent upon all commercial air operators departing Canadian aerodromes or arriving from aerodromes outside of Canada to comply with the *Regulations* and any security measures prescribed by the Minister which flow from the *Regulations*;
 - (b) the security measures of general application which have been prescribed by the Minister are contained in the Air Carrier Security Measures and the Security Alert Condition and Response System for Air Carriers. These security measures will apply to all air operators engaged in the transportation of passengers and cargo. Upon notification by an air operator of intent to commence operations, a copy of the applicable Security Legislation will be provided. These air operators will be requested to provide, as a minimum, a description of their operation and any information the Minister believes to be relevant to the security of an air operator's operations;
 - (c) in addition, those foreign air operators utilizing aircraft with twenty (20) or more passenger seats must provide the following:
 - (d) a confirmation that the Company's crew member training program meets the requirement as laid out in sections 12 and 21 of the Air Carrier Security Measures.
2. You may contact the following office for any information concerning air operator security information:

Chief, Security Inspection
Compliance and Policing
Transport Canada (ABCC)
330 Sparks Street
Place de Ville
Ottawa, Ontario
K1A 0N8
Telephone (613) 991-4173

3.2 REGIONAL DIRECTORS, SECURITY

Regional Director, Security
Transport Canada
P.O. Box 42
Moncton, New Brunswick
E1C 8K6

Telephone: (506) 851-7572
Facsimile: (506) 851-3546

Regional Director, Security
Transport Canada
P.O. Box 5000
Montreal International Airport
Dorval, Quebec
H4Y 1B9

Telephone: (514) 633-3557
Facsimile: (514) 633-2921

Regional Director, Security
Transport Canada
4900 Yonge Street
Suite 300
Willowdale, Ontario
M2N 6A5

Telephone: (416) 952-0184
Facsimile: (416) 952-0189

Regional Director, Security
Transport Canada
Canada Place, 8th Floor
9700 Jasper Avenue
Edmonton, Alberta
T5J 4E6

Telephone: (403) 495-2537
Facsimile: (403) 495-3928

Regional Director, Security
Transport Canada
800 Burrard Street, Room 1310
Vancouver, British Columbia
V6Z 2J8

Telephone: (604) 666-5656
Facsimile: (604) 666-6476

CHAPTER

4

Canadian Government Publishing

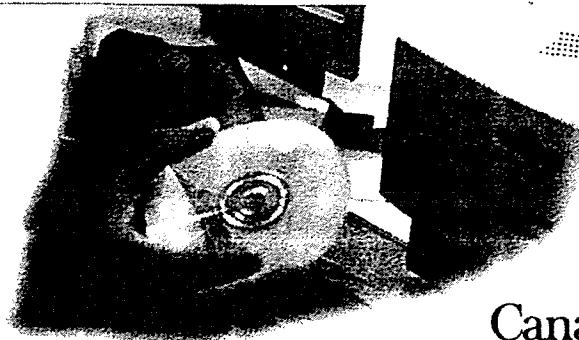
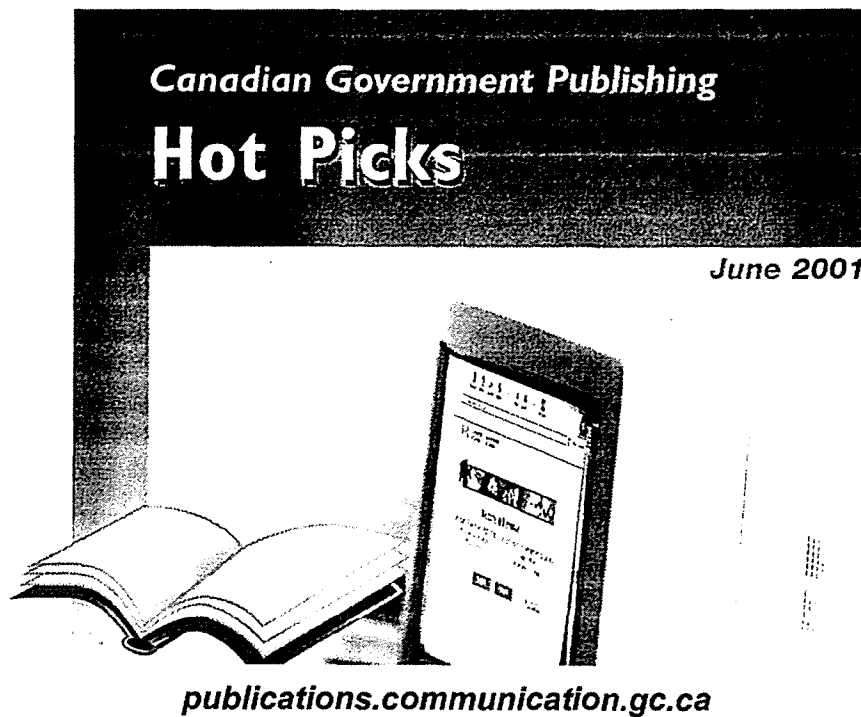
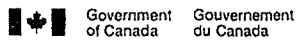
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Chapter 4

4.1 CANADIAN GOVERNMENT PUBLISHING





Looking for a Government of Canada publication?

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Fax: (709) 737-2405
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www.bookstore.mun.ca

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bookroom@ns.sympatico.ca

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Wolfville, Nova Scotia
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htm

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www.westminsterbooks.com

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Ward Chipman Library Bldg.
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Tucker Park Road
Saint John, New Brunswick
E2L 4L5
Tel: (506) 648-5540
Fax: (506) 648-5552
sjbooks@unbsj.ca

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The Bookmark
Confederation Court Mall
172 Queen Street
Charlottetown, Prince Edward
Island
C1A 4B5
Tel: (902) 566-4888
Fax: (902) 368-3651
Bookmark@isn.net

QUÉBEC

Librairie Régionale (1982) Inc.
461, rue Racine Est
Chicoutimi, Québec
G7H 1T6
Tel: (418) 549-7135
Fax: (418) 549-7772

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Québec Inc.
287, rue Lindsay
Drummondville, Québec
J2B 1G2
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Fax: (819) 478-1398

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25, de la Savane
Gatineau, Québec
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CHAPTER

5

***Environmental
Assessment - Air Transport***

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Environmental Assessment - Air Transport

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Chapter 5

5.1 ENVIRONMENTAL ASSESSMENT - AIR TRANSPORT

1. The *Canadian Environmental Assessment Act* requires that federal authorities who exercise certain powers, duties or functions in relation to proposed projects ensure, where required, that they be subject to an environmental assessment. An assessment may be required if a federal department or agency proposes a project; provides money or other financial assistance to a project; grants an interest in or transfers control of land to enable a project to proceed; or exercises a regulatory duty in relation to the project, such as issuing a licence, permit or other approval.
2. Certain proposed projects associated with the operation of a commercial air service from an aerodrome or an airport, or the operation of an aeroplane in supersonic flight on a route or in an area not designated under the authority of the Minister of Transport, may require consideration under the *Act*.
3. The following excerpts from key regulations under the *Act* may assist you in determining on whether or not an assessment may be required and the level or type of assessment necessary:
 - (a) *Canadian Environmental Assessment Act* (SCHEDULE A)
 - (b) *Law List Regulations* (SCHEDULE B)
 - (c) *Inclusion List Regulations* (SCHEDULE C)
 - (d) *Comprehensive Study List Regulations* (SCHEDULE D)
 - (e) *Exclusion List Regulations* (SCHEDULE E)
4. Transport Canada, Civil Aviation has to remind air operators of their responsibility to determine whether a federal environmental assessment is required with respect to specific physical works or activities which the operator proposes to undertake. Information in this regard can be obtained directly from federal departments and agencies from whom approval or support for the project is required, or by contacting the appropriate regional office of the Canadian Environmental Assessment Agency. A list of Agency offices is attached (see page 15 - SCHEDULE F).
5. It should also be noted that certain activities may also require environmental assessment or approval from the provincial government. Air operators should seek information about such requirements directly from the provincial agencies concerned.

Schedule A: *Canadian Environmental Assessment Act*

CHAPTER C-15.2 [1992, c. 37] An Act to establish a federal environmental assessment process [Assented to 23rd June, 1992]	CHAPITRE C-15.2 [1992, ch. 37] Loi de mise en œuvre du processus fédéral d'évaluation environnementale [Sanctionnée le 23 juin 1992]
Preamble WHEREAS the Government of Canada seeks to achieve sustainable development by conserving and enhancing environmental quality and by encouraging and promoting economic development that conserves and enhances environmental quality; WHEREAS environmental assessment provides an effective means of integrating environmental factors into planning and decision-making processes in a manner that promotes sustainable development; WHEREAS the Government of Canada is committed to exercising leadership within Canada and internationally in anticipating and preventing the degradation of environmental quality and at the same time ensuring that economic development is compatible with the high value Canadians place on environmental quality; AND WHEREAS the Government of Canada is committed to facilitating public participation in the environmental assessment of projects to be carried out by or with the approval or assistance of the Government of Canada and providing access to the information on which those environmental assessments are based; Now, THEREFORE, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:	Préambule Attendu : que le gouvernement fédéral vise au développement durable par des actions de conservation et d'amélioration de la qualité de l'environnement ainsi que de promotion d'une croissance économique de nature à contribuer à la réalisation de ces fins; que l'évaluation environnementale constitue un outil efficace pour la prise en compte des facteurs environnementaux dans les processus de planification et de décision, de façon à promouvoir un développement durable; que le gouvernement fédéral s'engage à jouer un rôle moteur tant au plan national qu'au plan international dans la prévention de la dégradation de l'environnement tout en veillant à ce que les activités de développement économique soient compatibles avec la grande valeur qu'accordent les Canadiens à l'environnement; que le gouvernement fédéral s'engage à favoriser la participation de la population à l'évaluation environnementale des projets à entreprendre par lui ou approuvés ou aidés par lui, ainsi qu'à fournir l'accès à l'information sur laquelle se fonde cette évaluation. Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

1993 04 30

Schedule B: *Law List Regulations (SOR/94-636)*

AIR TRANSPORTATION

1. Provisions of *Acts* and *Regulations* that Confer Powers, Duties or Functions on Federal Authorities.
2. Item 30, Schedule I, Part II, "*Sonic and Supersonic Flight Order*"

19/10/94 Canada Gazette Part II, Vol. 128, No. 21 Gazette du Canada Partie II, Vol. 128, No. 21 SOR/DORS/94-636

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SOR/94-636 7 October, 1994

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CANADIAN ENVIRONMENTAL ASSESSMENT ACT

LOI CANADIENNE SUR L'ÉVALUATION
ENVIRONNEMENTALE

Law List Regulations

Règlement sur les dispositions législatives et
réglementaires désignées

P.C. 1994-1685 7 October, 1994

C.P. 1994-1685 7 octobre 1994

His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, pursuant to paragraphs 59(f) and (g) of the Canadian Environmental Assessment Act*, is pleased hereby to make the annexed Regulations prescribing provisions of Acts of Parliament and regulations made pursuant to any such Act that confer powers, duties or functions on federal authorities or on the Governor in Council, the exercise of which requires an environmental assessment, effective on the day on which section 59 of the Canadian Environmental Assessment Act comes into force.

Sur recommandation de la ministre de l'Environnement et en vertu des alinéas 59(f) et (g) de la Loi canadienne sur l'évaluation environnementale*, il plaît à Son Excellence le Gouverneur général en conseil de prendre le Règlement désignant les dispositions législatives et réglementaires fédérales prévoyant les attributions des autorités fédérales et du gouverneur en conseil dont l'exercice rend nécessaire une évaluation environnementale, ci-après, lequel entre en vigueur à la date d'entrée en vigueur de l'article 59 de la Loi canadienne sur l'évaluation environnementale.

REGULATIONS PRESCRIBING PROVISIONS OF ACTS
OF PARLIAMENT AND REGULATIONS MADE
PURSUANT TO ANY SUCH ACT THAT CONFER
POWERS, DUTIES OR FUNCTIONS ON FEDERAL
AUTHORITIES OR ON THE GOVERNOR IN COUNCIL,
THE EXERCISE OF WHICH REQUIRES AN
ENVIRONMENTAL ASSESSMENT

RÈGLEMENT DÉSIGNANT LES DISPOSITIONS
LÉGISLATIVES ET RÉGLEMENTAIRES FÉDÉRALES
PRÉVOYANT LES ATTRIBUTIONS DES AUTORITÉS
FÉDÉRALES ET DU GOUVERNEUR EN CONSEIL
DONT L'EXERCICE REND NÉCESSAIRE UNE
ÉVALUATION ENVIRONNEMENTALE

Short Title

Titre abrégé

1. These Regulations may be cited as the *Law List Regulations*.

1. *Règlement sur les dispositions législatives et réglementaires désignées.*

General

Dispositions générales

2. The provisions of an Act set out in Part I of Schedule I and a regulation set out in Part II of that Schedule are prescribed for the purposes of paragraph 5(1)(d) of the *Canadian Environmental Assessment Act*.

2. Pour l'application de l'alinéa 5(1)d) de la *Loi canadienne sur l'évaluation environnementale*, les dispositions législatives et réglementaires sont celles prévues respectivement aux parties I et II de l'annexe I.

3. The provisions of an Act set out in Schedule II are prescribed for the purposes of subsection 5(2) of the *Canadian Environmental Assessment Act*.

3. Pour l'application du paragraphe 5(2) de la *Loi canadienne sur l'évaluation environnementale*, les dispositions législatives sont celles prévues à l'annexe II.

*S.C. 1992, c. 37

*L.C. 1992, ch. 37

19/10/94 Canada Gazette Part II, Vol. 128, No. 21

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SCHEDULE I—Concluded

PART II—Concluded

Item*	Provisions
24. (1)	National Parks Building Regulations (a) subsection 5(1)
25. (2)	National Parks Timber Regulations (a) subsection 4(1)
26. (1)	National Parks Lease and Licence of Occupation Regulations (1991) (a) subsection 18(1)
27. (16)	National Parks Wildlife Regulations (a) subsection 15(2)
28. (30)	Northwest Territories Reindeer Regulations (a) paragraph 5(1)(b)
29. (26)	Public Lands Licensing Order (a) paragraph 3(a) (b) paragraph 3(a) (c) paragraph 3(f)
30. (17)	Some and Superiority Flight Order (a) section 3
31. (39)	Territorial Land Use Regulations (a) paragraph 25(1)(a) (b) paragraph 27(a)
32. (4)	Timber Regulations, 1993 (a) subsection 7(3) (b) section 14
33. (22)	Uranium and Thorium Mining Regulations (a) subsection 7(1) (b) subsection 8(1) (c) section 9 (d) paragraph 17(1)(b) (e) subsection 17(7) (f) subsection 18(2) (g) section 34
34. (11)	Wildlife Arms Regulations (a) section 4
35. (18)	Wood Buffalo National Park Game Regulations (a) paragraph 56(1)(b)
36. (28)	Yukon Forest Protection Regulations (a) subsection 10(1)
37. (7)	Yukon Timber Regulations (a) section 4 (b) subsection 3(1)

* The italicized number shown in parentheses under the item number is the corresponding item number in the French version of this Schedule.

ANNEXE I (suite)

PARTIE II (suite)

Article*	Dispositions
25. (23)	Règlement général sur les parcs nationaux (a) paragraphe 11(1) (b) paragraphe 12(1) (c) paragraphe 14(1) (d) paragraphe 20(1) (e) paragraphe 20(2)
26. (29)	Décret sur les permis relatifs à des terres publiques (a) alinéa 3a) (b) alinéa 3a) (c) alinéa 3a)
27. (16)	Règlement sur le pétrole et le gaz des terres indiennes (a) paragraphe 5(2) (b) paragraphe 7(1) (c) paragraphe 7(3) (d) paragraphe 10(4) (e) paragraphe 22(1) (f) paragraphe 25(2) (g) paragraphe 27(4) (h) paragraphe 28(4) (i) paragraphe 31(1)
28. (30)	Règlement sur la protection des forêts du Yukon (a) paragraphe 10(1)
29. (21)	Règlement sur les réfugiés d'animaux migrateurs (a) paragraphe 9(1)
30. (26)	Règlement sur les forêts des Territoires du Nord-Ouest (a) alinéa 5(1)(b)
31. (34)	Règlement sur les terres de faune (a) article 4
32. (10)	Règlement sur le sonet des animaux (a) alinéa 10(1)(a)
33. (2)	Règlement sur le stockage de l'ammoniac anhydre (a) article 6
34. (11)	Règlement sur les terrains contigus à des canaux relevant du ministre des A.P. et du N.C. (a) article 6 (b) alinéa 7a) (c) alinéa 7a) (d) alinéa 7f)
35. (7)	Règlement relatif au traitement et la destruction des BPC au moyen d'unités mobiles (a) article 11 (b) paragraphe 12(1)
36. (11)	Règlement sur l'utilisation des terres territoriales (a) alinéa 25(1)(a) (b) alinéa 27a)

Schedule C: *Inclusion List Regulations - (SOR/94-637)*

AIR TRANSPORTATION

1. Section 35. Refers to the "Sonic and Supersonic Flight Order".

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SOR/94-637 7 October, 1994

Enregistrement
DORS/94-637 7 octobre 1994

CANADIAN ENVIRONMENTAL ASSESSMENT ACT

LOI CANADIENNE SUR L'ÉVALUATION
ENVIRONNEMENTALE

Inclusion List Regulations

Règlement sur la liste d'inclusion

P.C. 1994-1686 7 October, 1994

C.P. 1994-1686 7 octobre 1994

His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, pursuant to paragraph 59(b) of the Canadian Environmental Assessment Act*, is pleased hereby to make the annexed Regulations prescribing physical activities and classes of physical activities not relating to physical works that may require an environmental assessment, effective on the day on which section 59 of the Canadian Environmental Assessment Act comes into force.

Sur recommandation de la ministre de l'Environnement et en vertu de l'alinéa 59b) de la Loi canadienne sur l'évaluation environnementale*, il plaît à Son Excellence le Gouverneur général en conseil de prescrire le Règlement désignant les activités concrètes et les catégories d'activités concrètes non liées à des ouvrages et pouvant nécessiter une évaluation environnementale, ci-après, lequel entre en vigueur à la date d'entrée en vigueur de l'article 59 de la Loi canadienne sur l'évaluation environnementale.

REGULATIONS PRESCRIBING PHYSICAL ACTIVITIES
AND CLASSES OF PHYSICAL ACTIVITIES NOT
RELATING TO PHYSICAL WORKS THAT MAY
REQUIRE AN ENVIRONMENTAL ASSESSMENT

RÈGLEMENT DÉSIGNANT LES ACTIVITÉS
CONCRÈTES ET LES CATÉGORIES D'ACTIVITÉS
CONCRÈTES NON LIÉES À DES OUVRAGES ET
POUVANT NECESSITER UNE ÉVALUATION
ENVIRONNEMENTALE

Short Title

Titre abrégé

1. These Regulations may be cited as the *Inclusion List Regulations*.

1. *Règlement sur la liste d'inclusion*.

Interpretation

Définitions

2. In these Regulations,
- "borrow site" means a site from which earth material is extracted in order to obtain topsoil, sand, gravel, rock, crushed stone, building stone, or other mineral aggregate for use elsewhere; (*site d'emprunt*)
- "historic canal" means a historic canal set out in column 1 of an item of Schedule 1 to the *Historic Canals Regulations*; (*canal historique*)
- "Indian reserve" means a reserve as defined in subsection 2(1) of the *Indian Act*; (*réserve indienne*)
- "military weapons platform" means a vehicle, ship or aircraft that is designed for the operation of a military weapon; (*plate-forme d'armes militaires*)
- "national park" means
- (a) a park described in Schedule 1 to the *National Parks Act*, and
- (b) a park established pursuant to a federal-provincial agreement that is under the responsibility of the Minister of Communications and is not described in Schedule 1 to the *National Parks Act*; (*parc national*)
- "national park reserve" means a reserve established under an Act to amend the *National Parks Act* and to amend an Act to amend the *National Parks Act*, chapter 48 of the Statutes

2. Les définitions qui suivent s'appliquent au présent règlement.
- « canal historique » Canal historique mentionné à la colonne 1 de l'annexe 1 du *Règlement sur les canaux historiques*. (*historic canal*)
- « parc national »
- a) Parc décrit à l'annexe 1 de la *Loi sur les parcs nationaux*;
- b) parc érigé conformément à un accord fédéral-provincial et placé sous l'autorité du ministre des Communications, mais non décrit à cette annexe. (*national park*)
- « plan d'eau » Tout plan d'eau, notamment les canaux, réservoirs, terres humides et océans, jusqu'à la laisse des hautes eaux. La présente définition ne vise pas les étangs de traitement des eaux usées et les étangs de résidus miniers. (*water body*)
- « plate-forme d'armes militaires » Véhicule, navire ou aéronef conçu pour l'utilisation d'armes militaires. (*military weapons platform*)
- « quantité réglementaire » ou « QR » Quantité d'un isotope radioactif d'un élément qui est :
- a) soit indiquée à la partie I de l'annexe I du *Règlement sur le contrôle de l'énergie atomique*;
- b) soit calculée conformément à la partie II de cette annexe. (*scheduled quantity or SQ*)

* S.C. 1992, c. 37

* L.C. 1992, ch. 37

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SCHEDULE—Continued

ANNEXE (suite)

PART V

PARTIE V

TRANSPORTATION

TRANSPORTS

33. Physical activities relating to the abandonment of the operation of freight operations on a railway line that requires an order under section 162, subsection 165(1) or section 166 of the *National Transportation Act, 1987*.

33. Les activités concrètes liées à l'abandon de l'exploitation des opérations de transport de marchandises sur une ligne de chemin de fer, lesquelles activités nécessitent l'arrêt prévu à l'article 162, au paragraphe 165(1) ou à l'article 166 de la *Loi de 1987 sur les transports nationaux*.

34. The construction of drainage or laying of pipes that requires an order or permit under subsection 212(1) or (2) of the *Railway Act*.

34. La construction de voies de drainage ou la pose de conduites d'eau ou autres tuyaux, qui nécessitent l'ordre ou la permission prévus aux paragraphes 212(1) ou (2) de la *Loi sur les chemins de fer*.

35. The operation of an aircraft in supersonic flight on a route or in an area not designated by or under the authority of the Minister of Transport that requires an authorization under section 3 of the *Sonic and Supersonic Flight Order*.

35. Le pilotage d'un aéronef en vol supersonique sur une route ou dans une zone non désignée par le ministre des Transports ou sous son autorité, qui nécessite l'autorisation prévue à l'article 3 de l'*Ordonnance sur le vol sonique et supersonique*.

36. Dredge or fill operations in a navigation channel of a historic canal or other navigable water for the purpose of ensuring the navigability of the historic canal or other navigable water.

36. Les travaux de dragage ou de remblayage dans les chenaux de navigation des canaux historiques ou autres eaux navigables afin qu'il soit assurée la navigabilité de ces canaux ou de ces eaux.

37. The removal or destruction of a wreck or other thing under section 16 of the *Navigable Waters Protection Act*.

37. L'enlèvement ou la destruction d'épaves ou de tout autre objet en vertu de l'article 16 de la *Loi sur la protection des eaux navigables*.

38. The removal of any vessel or other thing that is wrecked, sunk, partially sunk, lying ashore or grounded in any navigable water in Canada where the removal requires an authorization under section 20 of the *Navigable Waters Protection Act*.

38. L'enlèvement de tout bateau ou autre objet résultant du naufrage du bateau qui a sombré, s'est échoué ou s'est jeté à la côte dans des eaux navigables canadiennes, qui nécessite l'autorisation prévue à l'article 20 de la *Loi sur la protection des eaux navigables*.

39. The destruction or removal of a ship or any cargo or other material on board a ship that is stranded, wrecked, sunk or abandoned, where the destruction or removal is ordered by the Governor in Council under subsection 13(1) of the *Arctic Waters Pollution Prevention Act*.

39. La destruction ou le déplacement d'un navire, de sa cargaison, en tout ou en partie, ou d'autres objets se trouvant à bord d'un navire échoué, naufragé, coulé ou abandonné, aux termes d'un ordre du gouverneur en conseil donné en vertu du paragraphe 13(1) de la *Loi sur la prévention de la pollution des eaux arctiques*.

PART VI

PARTIE VI

WASTE MANAGEMENT

GESTION DES DÉCHETS

40. The dumping of any substance for which a permit is required under Part VI of the *Canadian Environmental Protection Act*.

40. L'immersion de substances qui nécessite un permis aux termes de la partie VI de la *Loi canadienne sur la protection de l'environnement*.

41. The operation or testing of a mobile PCB destruction system or mobile PCB treatment system under section 11 or subsection 12(1) of the *Federal Mobile PCB Treatment and Destruction Regulations*.

41. L'utilisation ou l'essai d'une unité mobile de destruction des BPC ou d'une unité mobile de traitement des BPC en vertu de l'article 11 ou du paragraphe 12(1) du *Règlement fédéral sur le traitement et la destruction des BPC au moyen d'unités mobiles*.

Schedule D: *Comprehensive Study List Regulations - (SOR/94-638)*

AIR TRANSPORTATION

1. Section 30. Refers to the proposed construction or decommissioning of an aerodrome, an airport or an all-season runway.
2. Section 31. Refers to the extension of an all-season runway by 1 500 m or more.

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CANADIAN ENVIRONMENTAL ASSESSMENT ACT

LOI CANADIENNE SUR L'ÉVALUATION
ENVIRONNEMENTALE

Comprehensive Study List Regulations

Règlement sur la liste d'étude approfondie

P.C. 1994-1687 7 October, 1994

C.P. 1994-1687 7 octobre 1994

Whereas the Governor in Council is satisfied that certain projects and classes of projects are likely to have significant adverse environmental effects;

Attendu que le gouverneur en conseil est convaincu que certains projets et certaines catégories de projets sont susceptibles d'entraîner des effets environnementaux négatifs importants,

Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, pursuant to paragraph 59(d) of the Canadian Environmental Assessment Act*, is pleased hereby to make the annexed Regulations prescribing those projects and classes of projects for which a comprehensive study is required, effective on the day on which section 59 of the Canadian Environmental Assessment Act comes into force.

À ces causes, sur recommandation de la ministre de l'Environnement et en vertu de l'alinéa 59d) de la Loi canadienne sur l'évaluation environnementale*, il plaît à Son Excellence le Gouverneur général en conseil de prendre le Règlement désignant les projets et les catégories de projets pour lesquels une étude environnementale approfondie est obligatoire, ci-après, lequel entre en vigueur à la date d'entrée en vigueur de l'article 59 de la Loi canadienne sur l'évaluation environnementale.

REGULATIONS PRESCRIBING THOSE PROJECTS AND
CLASSES OF PROJECTS FOR WHICH A
COMPREHENSIVE STUDY IS REQUIRED

RÈGLEMENT DÉSIGNANT LES PROJETS ET LES
CATÉGORIES DE PROJETS POUR LESQUELS UNE
ÉTUDE ENVIRONNEMENTALE APPROFONDIE EST
OBLIGATOIRE

Short Title

Titre abrégé

1. These Regulations may be cited as the *Comprehensive Study List Regulations*.

1. *Règlement sur la liste d'étude approfondie*.

Interpretation

Définitions

2. In these Regulations,
"abandonment" does not include the temporary cessation of the operation of a physical work; (*fermeture*)
"aerodrome" means aerodrome as defined in subsection 3(1) of the *Aeronautics Act*; (*aérodrome*)
"airport" means airport as defined in subsection 3(1) of the *Aeronautics Act*; (*aéroport*)
"decommissioning" does not include the cessation of the operation of a physical work; (*désaffectation*)
"hazardous waste" means hazardous waste as defined in subsection 43(4) of the *Canadian Environmental Protection Act*; (*déchets dangereux*)
"historic canal" means a historic canal set out in column I of an item of Schedule I to the *Historic Canals Regulations*; (*canal historique*)
"management plan" means a management plan in respect of a national park, national park reserve, national historic site or historic canal that has been laid before each House of Parliament; (*plan de gestion*)

2. Les définitions qui suivent s'appliquent au présent règlement.
« aérodrome » S'entend au sens du paragraphe 3(1) de la *Loi sur l'aéronautique*. (*aérodrome*)
« aéroport » S'entend au sens du paragraphe 3(1) de la *Loi sur l'aéronautique*. (*aéroport*)
« canal historique » Canal historique mentionné à la colonne I de l'annexe I du *Règlement sur les canaux historiques*. (*historic canal*)
« déchets dangereux » S'entend au sens du paragraphe 43(4) de la *Loi canadienne sur la protection de l'environnement*. (*hazardous waste*)
« désaffectation » Ne vise pas le fait de cesser l'exploitation d'un ouvrage. (*decommissioning*)
« emprise » Terrain qui est assujéti à un droit de passage et qui est aménagé pour une ligne de transport d'électricité, un pipeline d'hydrocarbures, une ligne de chemin de fer ou une voie publique permanente. (*right of way*)
« établissement nucléaire » S'entend au sens de l'article 2 du *Règlement sur le contrôle de l'énergie atomique*. (*nuclear facility*)

* S.C. 1992, c. 37

* L.C. 1992, ch. 37

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SCHEDULE—Concluded

ANNEXE (fin)

PART IX

PARTIE IX

TRANSPORTATION

TRANSPORTS

28. The proposed construction, decommissioning or abandonment of
(a) a canal or any lock or associated structure to control water levels in the canal;
(b) a lock or associated structure to control water levels in existing navigable waterway; or
(c) a marine terminal designed to handle vessels larger than 25 000 DWT.

28. Projet de construction, de désaffectation ou de fermeture :
a) d'un canal, ou de toute écluse ou structure connexe pour contrôler le niveau d'eau du canal;
b) d'une écluse ou d'une structure connexe pour contrôler le niveau d'eau dans des voies navigables existantes;
c) d'un terminal maritime conçu pour recevoir des navires de plus de 25 000 TPL.

29. The proposed construction of
(a) a railway line more than 32 km in length on a new right of way;
(b) an all-season public highway more than 50 km in length on a new right of way or leading to a community that lacks all-season public highway access; or
(c) a railway line designed for trains that have an average speed of more than 200 km/h.

29. Projet de construction :
a) d'une ligne de chemin de fer d'une longueur de plus de 32 km sur une nouvelle emprise;
b) d'une voie publique permanente qui a une longueur de plus de 50 km sur une nouvelle emprise ou qui mène à une collectivité sans accès à une voie publique permanente;
c) d'une ligne de chemin de fer conçue pour des trains dont la vitesse moyenne est de plus de 200 km/h.

30. The proposed construction or decommissioning of
(a) an aerodrome located within the built-up area of a city or town;
(b) an airport; or
(c) an all-season runway with a length of 1 500 m or more.

30. Projet de construction ou de désaffectation :
a) d'un aéroport situé à l'intérieur de la zone bâtie d'une ville;
b) d'un aéroport;
c) d'une piste utilisable en toute saison d'une longueur de 1 500 m ou plus.

31. The proposed extension of an all-season runway by 1 500 m or more.

31. Projet de prolongement de 1 500 m ou plus d'une piste utilisable en toute saison.

PART X

PARTIE X

WASTE MANAGEMENT

GESTION DES DÉCHETS

32. The proposed construction, decommissioning or abandonment of a facility used exclusively for the treatment, incineration, disposal or recycling of hazardous waste, or an expansion of such a facility that would result in an increase in its production capacity of more than 35 per cent.

32. Projet de construction, de désaffectation ou de fermeture d'une installation utilisée exclusivement pour le traitement, l'incinération, l'élimination ou le recyclage de déchets dangereux, ou projet d'agrandissement d'une telle installation qui entraînerait une augmentation de la capacité de production de plus de 35 pour cent.

N.B. The Regulatory Impact Analysis Statement for these Regulations appears at page 3388, following SOR/94-636.

N.B. Le résumé de l'étude d'impact de la réglementation de ce règlement se trouve à la page 3388, suite au DORS/94-636.

Schedule E: *Exclusion List Regulations - (SOR/94-639)*

AIR TRANSPORTATION

1. Section 37. Refers to the proposed expansion or modification of an existing pavement or gravel area within the boundary of an airport.
2. Section 38. Refers to the proposed modification of existing aircraft manoeuvring lights or navigation lights.

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CANADIAN ENVIRONMENTAL ASSESSMENT ACT

LOI CANADIENNE SUR L'ÉVALUATION
ENVIRONNEMENTALE

Exclusion List Regulations

Règlement sur la liste d'exclusion

P.C. 1994-1688 7 October, 1994

C.P. 1994-1688 7 octobre 1994

Whereas the Governor in Council is satisfied that the environmental effects of certain projects in relation to physical works are insignificant;

Attendu que le gouverneur en conseil est convaincu que les effets environnementaux de certains projets liés à un ouvrage ne sont pas importants,

Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of the Environment, pursuant to subparagraph 59(c)(ii) of the Canadian Environmental Assessment Act*, is pleased hereby to make the annexed Regulations prescribing those projects and classes of projects for which an environmental assessment is not required, effective on the day on which section 59 of the Canadian Environmental Assessment Act comes into force.

À ces causes, sur recommandation de la ministre de l'Environnement et en vertu du sous-alinéa 59c)(ii) de la Loi canadienne sur l'évaluation environnementale*, il plaît à Son Excellence le Gouverneur général en conseil de prendre le Règlement désignant les projets et les catégories de projets pour lesquels une évaluation environnementale n'est pas nécessaire, ci-après, lequel entre en vigueur à la date d'entrée en vigueur de l'article 59 de la Loi canadienne sur l'évaluation environnementale.

REGULATIONS PRESCRIBING THOSE PROJECTS AND
CLASSES OF PROJECTS FOR WHICH AN
ENVIRONMENTAL ASSESSMENT IS NOT REQUIRED

RÈGLEMENT DÉSIGNANT LES PROJETS ET LES
CATÉGORIES DE PROJETS POUR LESQUELS UNE
ÉVALUATION ENVIRONNEMENTALE N'EST PAS
NÉCESSAIRE

Short Title

Titre abrégé

1. These Regulations may be cited as the *Exclusion List Regulations*.

1. *Règlement sur la liste d'exclusion.*

Interpretation

Définitions

2. In these Regulations,
"control product" means control product as defined in section 2 of the *Pest Control Products Act*; (*produits antiparasitaires*)
"dugout" means an excavation to hold water for consumption by livestock; (*étang-réservoir*)
"expansion" means an increase in the exterior dimensions or the production capacity of a physical work; (*agrandissement*)
"fixed structure" means the electrical, heating, fire-prevention, plumbing or security structure of an existing building, but does not include a structure that is intended to produce goods or energy; (*structure fixe*)
"footprint" means the area of land occupied by a building or structure at ground level; (*superficie au sol*)
"heritage building" means a building that has been designated as a heritage building by a government authority; (*bâtiment du patrimoine*)
"historic canal" means a historic canal set out in column 1 of an item of Schedule 1 to the *Historic Canals Regulations* and includes any federal lands appertaining or incident to a historic canal; (*canal historique*)

2. Les définitions qui suivent s'appliquent au présent règlement.
« agrandissement » Augmentation des dimensions extérieures ou de la capacité de production d'un ouvrage. (*expansion*)
« aire de réparation de filets » Aire revêtue ou finie réservée à la réparation des filets de pêche. (*net repair area*)
« bâtiment du patrimoine » Bâtiment qui a été désigné à ce titre par une autorité gouvernementale. (*heritage building*)
« canal historique » Canal historique mentionné à la colonne 1 de l'annexe 1 du *Règlement sur les canaux historiques*, y compris le territoire domanial qui est contiguë ou connexe au canal. (*historic canal*)
« emprise » Terrain qui est assujéti à un droit de passage et qui est aménagé pour une ligne de télécommunications, une ligne de transport d'électricité, une station de commutation, un pipeline d'hydrocarbures, un chemin de fer ou une route. (*right of way*)
« établissement nucléaire » S'entend au sens de l'article 2 du *Règlement sur le contrôle de l'énergie atomique*. (*nuclear facility*)
« étang-réservoir » Excavation servant à stocker de l'eau pour abreuver le bétail. (*dugout*)

*S.C. 1992, c. 37

*L.C. 1992, ch. 37

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SCHEDULE I—Continued

ANNEXE I (suite)

PART V

PARTIE V

WATER PROJECTS

PROFETS HYDRAULIQUES

32. The proposed construction, expansion, modification or demolition that would not involve the likely release of a polluting substance into a water body, of a structure, such as a bait storage depot, net repair area or patrol cabin, that:

32. Projet qui n'entraînerait vraisemblablement pas le rejet d'une substance polluante dans un plan d'eau et qui vise la construction, l'agrandissement, la modification ou la démolition d'une structure, notamment un dépôt d'appâts, une aire de réparation de filets et un poste de patrouille, qui, à la fois :

- (a) would be or is located on land;
- (b) would be or is associated with fishing or the use of small pleasure craft; and
- (c) would have or has a floor area of less than 100 m² and a height of less than 5 m.

- a) serait ou est située sur la terre;
- b) serait ou est liée à la pêche ou à la navigation de plaisance;
- c) aurait ou a une superficie au sol de moins de 100 m² et une hauteur de moins de 5 m.

33. The proposed construction, installation, expansion or modification of a fish habitat improvement structure that would not involve the use of heavy machinery.

33. Projet de construction, d'installation, d'agrandissement ou de modification d'une structure visant à améliorer l'habitat du poisson, qui n'exigerait l'utilisation d'aucune machinerie lourde.

34. The proposed modification of an existing wharf, other than a floating wharf, or of an existing breakwater that is accessible by land, where the modification would not:

34. Projet de modification d'un brise-lames existant accessible par voie terrestre, ou d'un quai existant autre qu'un quai flottant, qui, à la fois :

- (a) be carried out below the high-water mark of the breakwater or wharf;
- (b) involve dredging; and
- (c) involve the likely release of a polluting substance into a water body.

- a) serait réalisé au-dessous de la haute des hautes eaux du brise-lames ou du quai;
- b) n'entraînerait aucun dragage;
- c) n'entraînerait vraisemblablement pas le rejet d'une substance polluante dans un plan d'eau.

35. The proposed re-installation, expansion or modification of an existing floating wharf that would not increase its area by more than 10 per cent.

35. Projet de réinstallation, d'agrandissement ou de modification d'un quai flottant existant qui n'augmenterait pas sa superficie de plus de 10 pour cent.

36. The proposed demolition of an existing wharf that would not involve:

36. Projet de démolition d'un quai existant, qui, à la fois :

- (a) the use of explosives; and
- (b) the likely release of a polluting substance into a water body.

- a) n'entraînerait pas l'utilisation d'explosifs;
- b) n'entraînerait vraisemblablement pas le rejet d'une substance polluante dans un plan d'eau.

PART VI

PARTIE VI

TRANSPORTATION

TRANSPORTS

37. The proposed expansion or modification of an existing pavement or gravel area within the boundary of an airport, as defined in subsection 3(1) of the *Aeronautics Act*, that would not:

37. Projet d'agrandissement ou de modification d'une surface existante couverte d'un revêtement ou de gravier dans les limites d'un aéroport, au sens du paragraphe 3(1) de la *Loi sur l'aéronautique*, qui, à la fois :

- (a) increase the pavement or gravel area by more than 10 per cent;
- (b) be carried out in or on or within 30 m of a water body; and
- (c) involve the likely release of a polluting substance into a water body.

- a) n'augmenterait pas la surface de plus de 10 pour cent;
- b) ne serait pas réalisé dans ou sur un plan d'eau ou à moins de 30 m de celui-ci;
- c) n'entraînerait vraisemblablement pas le rejet d'une substance polluante dans un plan d'eau.

38. The proposed modification of existing aircraft manoeuvring lights or navigation aids.

38. Projet de modification de balises de manoeuvre d'aéronefs existantes ou d'aides à la navigation existantes.

Schedule F: Canadian Environmental Assessment Agencies

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CHAPTER

6

***Aviation
Occupational Health and Safety
Regulations (A-OH&S)***

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A-OH&S Web Addresses

Aviation Occupational Health and Safety Regulations (A-OH&S)

Canada Labour Code - Part II

http://info.load-otea.hrdc-drhc.gc.ca/federal_legislation/part2/legislation/code.htm

Health and safety Committees and Representatives Regulations

http://info.load-otea.hrdc-drhc.gc.ca/federal_legislation/part21cohsregs/r20201.htm

Aviation Occupational Health and Safety Regulations

http://info.load-otea.hrdc-drhc.gc.ca/federal_legislation/part2/otherregs/r203toc.htm

Forms

<http://www.tc.gc.ca/CivilAviation/commerce/ohs/forms.htm>

A-OH&S - CBAAC

<http://www.tc.gc.ca/CivilAviation/commerce/ohs/circulars.htm>

List of Civil Aviation Safety Inspectors - A-OH&S

(a) Regions

http://www.tc.gc.ca/CivilAviation/commerce/ohs/reach_us/regions.htm

(b) Headquarters

http://www.tc.gc.ca/CivilAviation/commerce/ohs/reach_us/headquarters.htm

Chapter 6

6.1 BACKGROUND

1. The Transport Canada Aviation OH&S (Occupational Health and Safety) Program began in 1987. The program is designed for the Aviation industry and is administered and enforced by Transport Canada, Civil Aviation through a Memorandum of Understanding (MOU) with Human Resources Development Canada (HRDC). The program was delegated to Transport Canada, Civil Aviation because of its technical expertise in the area.

6.2 AUTHORITY

1. The Program's authority is found in the *Canada Labour Code Part II* (Code). Aviation OH&S Regulations prescribe standards to ensure the health and safety of employees working on board aircraft while in operation.

6.3 MANDATE

1. The corner-stone of the A-OH&S Program is to ensure compliance with the purpose of the *Canada Labour Code Part II* which is: "to prevent accidents and injury to health, arising out of, linked with or occurring in the course of employment". The A-OH&S Program ascertains compliance of this legislation for employees working on board an aircraft while in operation.
2. The philosophy behind the program is that safety at work is everyone's responsibility. To meet its objectives, the A-OH&S Program is based on ongoing monitoring of the work place and various activities such as: inspections, investigations and promotional/educational campaigns. Safety officers across the country are responsible for the A-OH&S Program delivery.
3. Should you require further information regarding this program contact your nearest Regional Civil Aviation Safety Inspector – Occupational Health and Safety (CASI-OSH). (See Web address on page (ii) of the Table of Contents.)
4. The web address for the Transport Canada A-OH&S Program, which includes links to the Code and Regulations is:

<http://www.tc.gc.ca/civilaviation/commerce/ohs/new.htm>

6.4 CANADA LABOUR CODE PART II

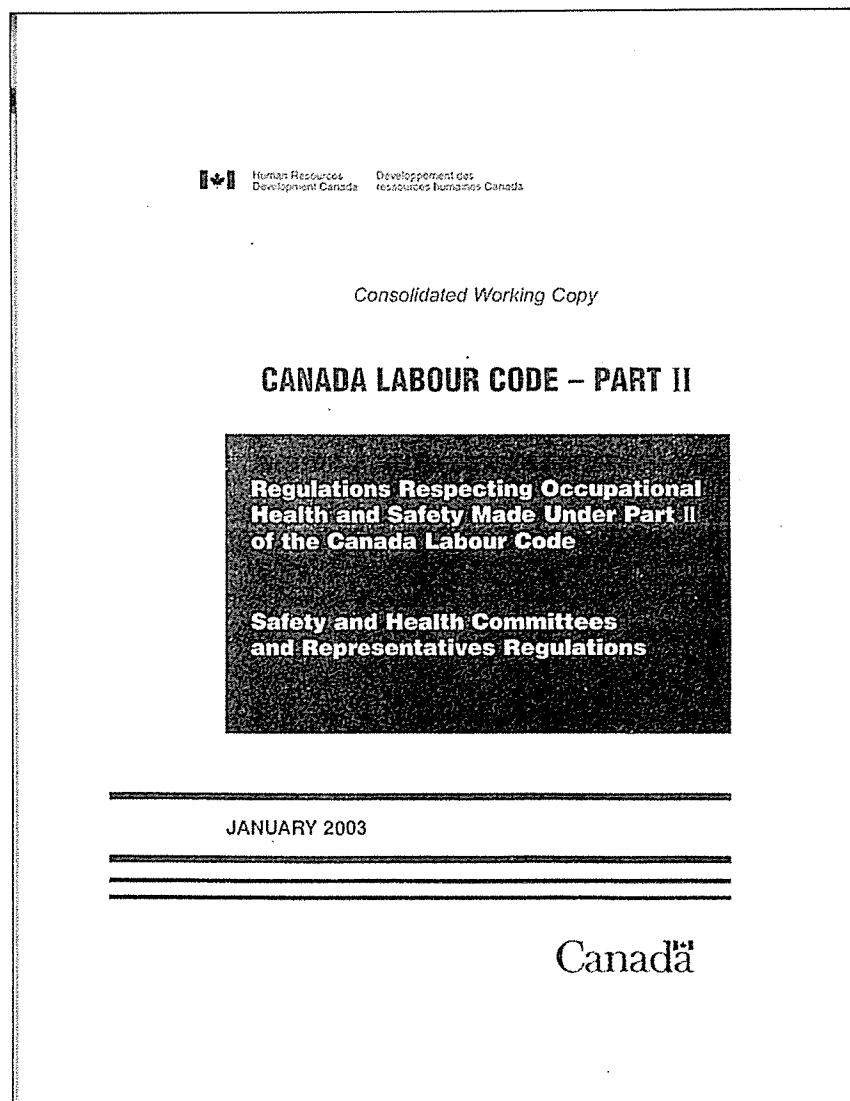


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6.5 FORMS

1. Please note that in order to get the proper form you must type in the form number as indicated below:
 - (a) Preliminary Report of A Hazardous Occurrence 26-0613
 - (b) Assurance of Voluntary Compliance 26-0614
 - (c) Assurance of Voluntary Compliance 26-0615
 - (d) Work Place Health and Safety Committee Report 26-0616
 - (e) Work Place Health and Safety Committee Minutes 26-0617
 - (f) Complaint Registration 26-0618
 - (g) Refusal to Work registration 26-0620
 - (h) Hazardous Occurrence Investigation Report 26-0621

6.6 A-OH&S - CBAACs

1. Refer to the Web A-OH&S address listed on page (ii) of the Table of Contents.

6.7 LIST OF CIVIL AVIATION SAFETY INSPECTORS - A-OH&S

Refer to the A-OH&S Web address listed on page (ii) of the Table of Contents.

CHAPTER

7

***Transportation of
Dangerous Goods by Aircraft***

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Transportation of Dangerous Goods by Aircraft

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Chapter 7

7.1 GENERAL

1. Each day, products defined as dangerous goods are transported within Canada. These shipments are too numerous to accurately record, but number in the million each year. There is a potential for endangering public safety through dangerous occurrences in the course of transportation with this amount of movement. It is essential for manufacturers, shippers, carriers, users and governments to continually work towards minimizing the risk of dangerous occurrences in the transportation of dangerous goods and the harm done by dangerous occurrences that do occur.
2. To this end, the Canadian federal government has enacted legislation that regulates the transportation of dangerous goods. The *Transportation of Dangerous Goods Act*, 1992 and the *Transportation of Dangerous Goods Regulations* applies to the handling, offering for transport and transportation of dangerous goods by all modes of transport (road, rail, air and marine). The Regulations incorporate by reference the ICAO for the transportation of dangerous goods by air in Canada.
3. The Dangerous Goods Standards Division (AARXE) provides technical advice to the development of the *Transportation of Dangerous Goods Regulations* and the Division develops and maintains standards, policies, guidelines, and public awareness programs to ensure the safe transport of dangerous goods by air. The division also provides functional guidance and support to dangerous goods inspectors in the Regional Offices.
4. The *ICAO Technical Instructions* requires that all air operators, that transport dangerous goods, have an approved training program for their employees. To obtain approval for the training program, the air operators must contact the Regional Dangerous Goods Office.
5. Regional Dangerous Goods Inspectors conduct audits and inspections of air operators, shippers and forwarders involved in the handling, offering and transportation of dangerous goods by air. In addition, inspectors evaluate air operators training programs, dangerous goods manuals and promote the safe transportation of dangerous goods through Regional awareness programs.

NOTE: Commercial and Business Aviation Advisory Circular (CBAAC) No. 0175 dated 2000.07.06 provides a revised list of address and telephone numbers

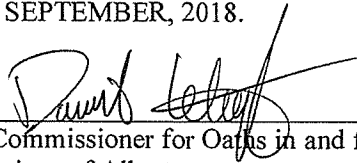
pertaining to Transport Canada, Regional Dangerous Goods, Civil Aviation Offices only and not with the names of the Resource Persons – TDG indicated in section 7.2 of this manual.

7.2 RESOURCE PERSONS - TDG

REGION	TITLE	NAME	PHONE NO.
Headquarters	Chief Inspector Inspector	Judith Code Ron Laviolette François Dagenais	613-990-1060 613-990-1130 613-991-3988 Fax: 613-954-1602
Airline Inspection	Inspector	Daniel Sylvestre	613-990-1068 Pager: 613-782-9311
Atlantic	Superintendent Inspector	Paul Saulnier Roger Auffrey	506-851-7247 506-851-7557 Fax: 506-851-7190
Quebec	Superintendent Inspector Inspector Inspector	Jocelyne Raymond Jean-Claude Morin Mona Desrosiers Robert Duquette	514-633-2838 514-633-3697 418-640-2796 Fax: 418-640-2680 418-961-2006 Fax: 418-961-2009
Ontario	Superintendent Inspector Inspector Inspector	Glen Varley Fred Campbell Joanne Charette Bob Hachey Don Ferrier	416-952-0024 416-952-0028 416-952-0026 416-952-0027 416-952-0025 Fax: 416-952-0050
Prairie & Northern Region	Superintendent Inspector Inspector	Fred Cunningham Darren Bitz Christine Burzynski Herbert Kretzer David Greyeyes Walter Palamar Wayne Corney	780-495-5278 780-495-6263 204-983-1424 Fax: 201-983-1734 780-495-5279 780-495-7689 780-495-4022 204-984-5903 Fax: 780-495-4622
Pacific	Superintendent Inspector Inspector Inspector	Lynne Meinert Wayne Woolridge Bill Chung Georges St. Pierre	604-666-5655 604-666-7558 604-666-5645 604-666-0810 Fax: 604-666-0682

THIS IS EXHIBIT "2" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport Canada
Transports Canada

File no. - Dossier n°

5258 -

5260 -

**AIR OPERATOR CERTIFICATE
APPLICATION
AIRPORT - AERODROME**

**DEMANDE DE CERTIFICAT
D'EXPLOITATION AÉRIENNE
AÉROPORT - AÉRODROME**

1. Name of Air Operator - Nom de l'exploitant aérien		Address - Adresse	
2. (a) Airport/Aerodrome - Aéroport/Aérodrome (Name and Geographic Coordinates - Toponyme et les coordonnées géographiques) - Identifier/Identificateur			
Aerodrome registered Aérodrome enregistré ☐ Yes Oui ☐ No Non		Airport - Aéroport Cert. No. N° Cert. Dated Date	
Reg. No. N° Enr.		☐ Public ☐ Private Privé ☐ Day Jour ☐ Night Nuit ☐ VFR ☐ IFR ☐ Land Terre ferme ☐ Water Plan d'eau ☐ Ice Sur glace ☐ Heliport Hélicoptère	
(b) Name of aerodrome or airport operator - Nom de l'exploitant de l'aérodrome ou de l'aéroport		Telephone No. - N° de téléphone	
(c) Air operator telephone, radio or other means of communications Téléphone, radio ou autres moyens de communications de l'exploitant aérien		(d) Air traffic control - Contrôle de la circulation aérienne ☐ Yes Oui ☐ No Non Hrs of operation - Heures d'exploitation To À	
(e) Navigational and landing aids - Aides à la navigation et aux atterrissages ☐ ILS ☐ NDB ☐ VOR ☐ PAR ☐ ASR ☐ MLS			
(f) AERODROME EMERGENCY SERVICES - SERVICES D'URGENCE D'AÉRODROME			
(g) Uncertified or unregistered aerodrome, not in CFS, give runway details Aérodrome non certifié ou enregistré, non dans la DSV, indiquez les détails de la piste - (with/avec LAT. & LONG.)			
3. Facilities available at this airport/aerodrome Installation disponibles à cet aéroport/aérodrome (a) Communications		(b) Meteorological - Météorologie 1) Forecast - Prévision ☐ Yes Oui ☐ No Non 2) Weather Report - Bulletin ☐ Yes Oui ☐ No Non	
		(c) Weather report contains all essential information normally found in DOT weather sequence Le rapport météorologique contient tous les détails essentiels normalement inclus dans le bulletin météorologique du M.D.T. ☐ Yes Oui ☐ No Non	
(d) First Aid - Équipement de premiers soins		(e) Passenger accommodation - Hébergement des passagers	
(g) Refuelling facilities - Ravitaillement		(f) Hangar	
		(h) Available surface transportation - Transport de surface disponible	
4. Base ☐ Main Principale ☐ Sub- Secondaire		Scheduled - Points - Réguliers ☐ Airport Aéroport ☐ Aerodrome Aérodrome ☐ Base	
		Type of operation - Type d'exploitation ☐ Day Jour ☐ Night Nuit ☐ VFR ☐ IFR	
5 (a) Aircraft types - Type(s) d'aéronef(s)		(b) Aircraft of 65,000 lbs. (MCTOW) and over Aéronef dont la MMHD est égale ou supérieure à 65,000 lb.	
		(c) Pavement evaluation required Évaluation de l'état de surface exigée ☐ Yes Oui ☐ No Non	
6. I hereby certify that the above information is correct - Je certifie par la présente l'exactitude des renseignements fournis ci-dessus.			
Date (yyyy-mm-dd / aaa-mm-jj)		Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	
Title - Titre			
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE DU MINISTÈRE DES TRANSPORTS			
7. Aerodrome Safety - Comments - Sécurité des aérodromes - Observations			
I hereby certify that the information specified herein is correct as listed in section 2.		Je certifie par la présente que les renseignements fournis ci-dessus sont corrects comme indiqués dans l'article 2.	
Date (yyyy-mm-dd / aaa-mm-jj)		Aerodrome Safety - Sécurité des aérodromes	
8. I hereby certify that the facilities listed in sections 4 and 5.		Je certifie par la présente que les installations indiquées dans l'article 3 conviennent au(x) type(s) d'aéronefs et opération indiquées dans les articles 4 et 5.	
Date (yyyy-mm-dd / aaa-mm-jj)		Commercial and Business Aviation - Aviation commerciale et d'affaires	

INSTRUCTIONS
(see back - au verso)

INSTRUCTIONS

NOTICE

Transport Canada Civil Aviation will not undertake a quality assurance role with regard to any form or document submitted in application for a service. Documentation that contains errors or does not meet regulatory requirements will be returned for correction.

Delays thus incurred are the sole responsibility of the applicant.

General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

1. The full name and full address of the air operator including the postal code.
2.
 - (a) The location of the airport or aerodrome and with the co-ordinates and identifiers for remote aerodrome, registration or certificate numbers public/private etc.;
 - (b) The name and telephone number of the aerodrome or airport operator;
 - (c)(d)(e) Name of the air operator, phone no., aids and facilities available at the aerodrome/airport. Check appropriate box.
 - (f) Detail what fire fighting and rescue equipment is available and if this information is published check for accuracy.
 - (g) If the aerodrome is uncertified attach a note giving some details i.e. runway dimension, type of surface, etc., (75' x 3500') gravel) with latitude and longitude.
3. The information required in paragraphs (a) to (g) as the details are self explanatory.
4. If the Scheduled points are from a base, an aerodrome or an airport and the type of operations at an uncertified aerodrome. An aerodrome may be used as a Scheduled point provided it is approved by the Minister pursuant to the MOU pertaining to the use of uncertified aerodromes by a scheduled air services.
5.
 - (a) List the types of aircraft that the air operator wishes to operate into the aerodrome or airport, i.e. PA-31, C-185, DHC-2, etc.;
 - (b) List the air operator's aircraft with a (MCTOW) of 65,000 lbs and over;
 - (c) If a pavement evaluation is required.

AVIS

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Généralités

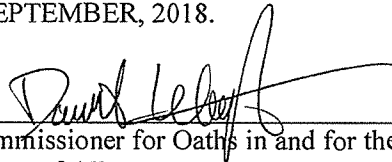
Cette formule doit être remplie en lettre majuscule ou au dactylo et signée par la personne autorisée de la compagnie, par les Directeurs des opérations ou y apposer le sceau de la compagnie.

Articles

1. Le nom et l'adresse au complet de l'exploitant aérien ainsi que le code postal.
2.
 - (a) L'emplacement de l'aérodrome ou l'aéroport ainsi que les coordonnées géographiques et identificateurs dans le cas d'un aérodrome éloigné, numéro d'enregistrement ou de certificat et la date, le service public, privé, etc.;
 - (b) Le nom et le numéro de téléphone de l'exploitant de l'aérodrome ou de l'aéroport;
 - (c)(d)(e) Le numéro de téléphone, radio ou autres moyens de communications de l'exploitant aérien;
 - (f) Le type de matériel de sauvetage et de lutte contre les incendies disponibles et si les renseignements sont publiés, en vérifier l'exactitude;
 - (g) Pour un aérodrome non certifié inscrivez en annexe des détails sur les dimensions des pistes, les types de revêtement, etc., (75 x 3 500 pieds en gravier) avec la latitude et longitude).
3. L'information requise aux alinéas (a) à (g) car les détails sont explicatifs.
4. Si le point Régulier vise une base, un aérodrome ou un aéroport et les types d'opérations concernant un aérodrome non certifié qui peut être utilisé pour un point Régulier s'il est approuvé par le Ministre en vertu d'une Entente - Concernant l'utilisation d'aérodromes non certifiés par des services commerciaux réguliers.
5.
 - (a) Les types d'aéronefs que l'exploitant désire exploiter à cet aérodrome ou à cet aéroport, i.e. PA-31, C-185, DHC-2, etc.;
 - (b) Les aéronefs de l'exploitant aérien dont la (MMDH) est égale ou supérieure à 65 000 lb;
 - (c) Si une évaluation de l'état de surface est exigée.

THIS IS EXHIBIT "3" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport Canada
Transports Canada

**AIR OPERATOR CERTIFICATE
APPLICATION
AIRCRAFT**

**DEMANDE DE CERTIFICAT
D'EXPLOITATION AÉRIENNE
AÉRONEF**

File No. - Dossier n°

5258 -

5260 -

1. Name of Air Operator - Nom de l'exploitant aérien										
2. Address - Adresse										
3. Aircraft Type - Type d'aéronef			Marks - Marques		Serial No. - N° de série		Certificate of Airworthiness Certificat de navigabilité		Date (yyyy-mm-dd / aaaa-mm-jj)	
4. Engine Type - Type de moteurs					☐ Turbine ☐ Piston		Number of Engines - Nombre de moteurs			
5. (a) Maximum certificated take-off weight masse maximum certifiée au décollage				(c) ☐ Wheels Roues ☐ Skis ☐ Float Flotteur ☐ Amphibious Amphibie ☐ Skids Patins						
5. (b) Maximum number of passengers Nombre maximum de passagers				(d) FDR DEV ☐ Yes Oui ☐ No Non		No. of parameters Nbre de paramètres		CVR ECPP	Yes - Oui	No - Non
6. Aircraft flight manual approved - Manuel de vol de l'aéronef approuvé										
7. Flight Instruments in accordance with: Instruments de vol conformément aux :			IFR		☐ CAR/RAC 605.18					
			VFR OTT		☐ CAR/RAC 605.15					
			VFR Night Nuit		☐ CAR/RAC 605.16					
8. Auto pilot - Pilote automatique			☐ Yes Oui ☐ No Non		Type			Number of axis Nombre d'axes		
9. Radio equipment, navigation and communication - Équipement radio de navigation et communication (If insufficient space, attach list) (Annexer une liste si l'espace ne suffit pas)										
Communications equipment Équipement de			☐ VHF ☐ HF		☐ RVSM ☐ Category II ☐ Category III		☐ ELT-TYPE ☐ DME ☐ VOR ☐ GPS ☐ Other Autre			
Navigation and approach aids Aides à la navigation et à l'approche			☐ ILS ☐ ADF		☐ RVSM - Mode "S" Address / adresse					
10. Safety feature cards complies with Cartes sur les dispositifs de sécurité conformément au								☐ CAR/RAC 704.35 ☐ CAR/RAC 705.44 Visible Placards Affiches visibles ☐ CAR/RAC 703.39 (3)	Yes - Oui	No - Non
11. Oxygen equipment complies with Équipement d'oxygène conforme au								AS APPLICABLE - SELON LE CAS		
								☐ CAR/RAC 605.31 ☐ CAR/RAC 703.67 ☐ CAR/RAC 704.66 ☐ CAR/RAC 705.71 ☐ CAR/RAC 605.32 ☐ CAR/RAC 703.68 ☐ CAR/RAC 704.67 ☐ CAR/RAC 705.72		
12. Life saving equipment complies with Équipement de sauvetage conforme au								☐ CAR/RAC 602.62 - 602.63 (as applicable / selon le cas)		
Survival equipment complies with Équipement de survie conforme au								☐ CAR/RAC 602.61 - 602.63 (as applicable / selon le cas)		
13. First aid kit complies with Trousse de premiers soins conforme au								☐ CAR/RAC 602.60 (1) (f) ☐ CAR/RAC 703.82 ☐ CAR/RAC 704.84 ☐ CAR/RAC 705.90		
14. Applicable maintenance schedule - Calendrier de maintenance pertinent										
15. I certify that the above data is correct - J'atteste par la présente que les renseignements ci-dessus sont exacts										
Date (yyyy-mm-dd / aaaa-mm-jj)			Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)				Title - Titre			
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE EXCLUSIF DU MINISTÈRE DES TRANSPORTS										
The maintenance schedule is acceptable for the aircraft indicated. Le calendrier de maintenance est acceptable pour l'aéronef indiqué. Recommended for Approval - Recommandé pour approbation					I certify that the aircraft and equipment are adequate for the operations covered by this application.			J'atteste que l'aéronef et l'équipement sont convenables pour répondre aux exigences d'exploitation de cette demande.		
Date (yyyy-mm-dd / aaaa-mm-jj)		Aircraft Maintenance and Manufacturing Maintenance et construction des aéronefs			Date (yyyy-mm-dd / aaaa-mm-jj)		Commercial and Business Aviation Aviation commerciale et d'affaires			

26-0046 (0710-04)

INSTRUCTIONS
(see back - au verso)

Canada

INSTRUCTIONS

NOTICE

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Delays thus incurred are the sole responsibility of the applicant.
General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

1. The full name of the air operator.
2. The full address of the air operator including the postal code.
3. Aircraft Type
DHC2, B55, etc. Registration Marks - C-GORY, etc.
Certificate of Airworthiness, date of issue.
4. Engine Type
Check - Turbine or Piston and indicate the number of engines.
5. Maximum certificated take-off weight.

(a) Shall be authorized by aircraft type approval.

(b) Based on seats available excluding the pilots and as per aircraft type approval. Passenger/Cargo or Cargo Only.

(c) Check one or more.

(d) Flight Data Recorder (FDR) and Cockpit Voice Recorder (CVR) as required by CAR 605.32.
6. The aircraft flight manual shall be in the possession of the air operator and, where applicable, a Minimum Equipment List (MEL) in accordance with CAR 605.07.
7. Indicate (Yes) or (No) if the flight instruments meet the CARs requirements for IFR, VFR, OTT or VFR Night.
8. If yes, give type of auto pilot and number of axes. **NOTE:** Functioning auto pilot required for single pilot IFR operations as per schedule.
9. Radio Equipment, Navigation, Communication.
List number and types installed in aircraft I Narco MK 12 VHF Nav/Com; 1 King 175 VHF Nav/Com.
The ELT type as per column III, Table, CAR 605.38.
10. Visible placards of information conforms to CAR 703.39 (3) or the Safety Feature Cards information conforms to CAR 704.35 or CAR 705.44 and a sample copy is attached.
11. As applicable indicate which of the following CARs that the oxygen equipment applies - CARs 605.31, 605.32, 703.67, 703.68, 704.66, 704.67, 705.71 or 705.72.
12. Confirm that the Life-Saving equipment conforms to CAR 602.62 - 602.63 and that the Survival equipment conforms to CAR 602.61 - 602.63 (as applicable).
13. Confirm that the First Aid Kit complies with the following CARs - 602.60 (1) (f), 703.82, 704.84 or 705.90.
14. Indicate the maintenance schedule which will be used for the aircraft described.
15. The form must be signed by a person duly authorized to execute the application on behalf of the air operator.

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

Généralités

Ce formulaire doit être rempli en lettre majuscule ou au dactylo et signé par la personne autorisée de la compagnie, par le Directeur des opérations ou y apposer le sceau de la compagnie.

Articles

1. Le nom au complet de l'exploitant.
2. L'adresse au complet de l'exploitant ainsi que le code postal.
3. Type d'aéronef
DHC2, B55, etc. Marques d'immatriculation - C-GORY, etc.
Certificat de navigabilité, date d'émission.
4. Type de moteurs
Cocher turbine ou piston et indiquez le nombre de moteurs.
5. Poids maximal certifié au décollage.

a) Poids autorisé dans l'homologation de type d'aéronef.

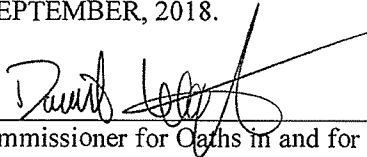
b) Nombre basé sur les sièges disponibles, à l'exception des pilotes, et l'homologation de type d'aéronef. Pass./fret ou fret seulement.

c) Cocher une case ou plus.

d) Enregistreur des données de vol (DEV) et enregistreur de la parole dans le poste de pilotage (ECP) requis par le RAC 605.32.
6. L'exploitant aérien doit avoir à sa disposition le manuel de vol de l'aéronef et, selon le cas, la liste d'équipement minimum (MEL) conformément au RAC 605.07.
7. Indiquez (Qui) ou (Non) si les instruments de vol rencontrent les exigences du RAC pour IFR, VFR, OTT ou VFR Nuit.
8. Si l'on a coché la case oui, indiquer le type de pilote automatique et le nombre d'axes. **NOTA :** pilote automatique en état de marche requis pour les vols IFR effectués par un pilote.
9. Équipement radio de navigation et de communication.
Inscrire le nombre et les types d'équipements installés à bord de l'aéronef. 1 Narco MK 12 VHF Nav/Com. 1 King 175 VHF Nav/Com. Le type de ELT selon la colonne III. Tableau RAC 605.38.
10. Les affiches visibles conformément au RAC 703.39 (3) ou les Cartes sur les dispositions de sécurité conformément au RAC 704.35 ou RAC 705.44 et y attacher l'aéronef - un exemplaire.
11. Indiquez, selon le cas, si l'équipement d'oxygène s'applique aux articles RAC 605.31, 605.32, 703.67, 703.68, 704.66, 704.67, 705.71 ou 705.72.
12. Confirmez que l'équipement de sauvetage conforme au RAC 606.62 - 602.63 et que l'équipement de survie conforme au RAC 602.61 - 602.63 (selon le cas).
13. Confirmez que la trousse de premiers soins conforme au RAC - 602.60 (1)f, 703.82, 704.84 ou 705.90.
14. Indiquez le calendrier de maintenance qui s'applique à l'aéronef décrit.
15. Ce formulaire doit être signé par une personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien.

THIS IS EXHIBIT "4" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport Canada Transports Canada

**AIR OPERATOR CERTIFICATE
APPLICATION
PERSONNEL**

**DEMANDE DE CERTIFICAT
D'EXPLOITATION AÉRIENNE
PERSONNEL**

File No. - Dossier n°

5258 -

5260 -

1. Name of Air Operator - Nom de l'exploitant aérien				
Address - Adresse				
2. SUPERVISORY PERSONNEL - Attach résumé giving position title, name, qualification, licences, certificates, endorsements and experience for:			PERSONNEL DE CONTRÔLE - Joindre un résumé en mentionnant le titre du poste,	
(a) Operations manager - Gestionnaire des opérations		(b) Chief Pilot - Pilote en chef		
Name - Nom	Licence No. - N° de licence	Name - Nom	Licence No. - N° de licence	
(c) Person responsible for Maintenance control system		(d) Flight Engineer - Second Officer - Mécanicien navigant - second officier		
Name - Nom		Name - Nom	Licence No. - N° de licence	
(e) Flight Dispatcher - Régulateur de vol		Certificate No. - N° du certificat		
Name - Nom		Licence No. - N° de licence		
3. OPERATING PERSONNEL (Trained and Qualified in Accordance with the Applicable subpart VII of the CAR)		PERSONNEL D'EXPLOITATION (Formé et qualifié conformément à la sous-partie VII appropriée du RAC)		
Number - Nombres				
Pilot-in-command Commandant de bord	Second-In-command Commandant en second	Flight Attendant Agent de bord	Flight Dispatcher Régulateur de vol	Flight Engineer - Second Officer Mécanicien navigant Second officier
4. I hereby certify that the qualifications of the foregoing personnel meet the requirements and/or the applicable CAR for operating the proposed service.		J'atteste par la présente que le personnel susmentionné satisfait aux conditions et au RAC pertinent régissant l'exploitation du service proposé.		
Date (yyyy-mm-dd / aaaa-mm-jj)		Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)		Title - Titre
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE EXCLUSIF DU MINISTÈRE DES TRANSPORTS				
The person responsible for the Maintenance Control System meets the requirements of CAR 706.		La personne responsable du Système de contrôle de la maintenance satisfait aux exigences du RAC 706.		
Date (yyyy-mm-dd / aaaa-mm-jj)		Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		
Operations personnel training records checked and PPCs completed - satisfactory.		Dossiers de formation du personnel d'exploitation vérifiés et 'CCP' (contrôle de la compétence de pilote) jugés satisfaisant.		
Date (yyyy-mm-dd / aaaa-mm-jj)		Commercial and Business Aviation - Aviation commerciale et d'affaires		

INSTRUCTIONS
(see back - au verso)

INSTRUCTIONS

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General

This form should be printed or typed and signed by a company's designated official, i.e. Operations Manager or have the company seal affixed.

Sections

1. The full name and full address of the air operator including the postal code.
2. **Supervisory Personnel**
 - (a) Give the full name and, where applicable, the licence number of the operations manager and ensure the name agrees with the company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (b) Give the full name and licence number of the chief pilot and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (c) Give the full name of the person responsible of the maintenance control system and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply in accordance with subpart 706 of the CAR.
 - (d) Give the full name and licence number of the flight engineer - second officer and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
 - (e) Give the full name and certificate number of the flight dispatcher and ensure the name agrees with company organization chart. Complete and attach his resume of experience and qualifications which must comply with the appropriate subpart VII of the CAR for TC's approval.
3. Indicate the number of pilots-in-command, seconds-in-command, flight attendants, flight dispatchers and flight engineer-second officers and ensure the numbers agree with the company organization chart.
4. The form must be signed by the person duly authorized to execute the application on behalf of the air operator.

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

Généralités

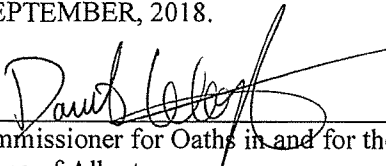
Cette formule doit être remplie en lettre majuscule ou au dactylo et signée par la personne autorisée de la compagnie, par les Directeurs des opérations ou y apposer le sceau de la compagnie.

Articles

1. Le nom et l'adresse au complet de l'exploitant aérien ainsi le code postal.
2. **Personnel de contrôle**
 - (a) Indiquez le nom au complet et, selon le cas, le numéro de licence du gestionnaire des opérations et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
 - (b) Indiquez le nom au complet et le numéro de licence du pilote en chef et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
 - (c) Indiquez le nom au complet de la personne responsable du système de contrôle de la maintenance et assurez que le nom figure à l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie 706 du RAC.
 - (d) Indiquez le nom au complet du mécanicien navigant-second officier et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII du RAC, pour l'approbation de TC.
 - (e) Indiquez le nom au complet et le numéro du certificat du régulateur de vol et assurez que le nom correspond à celui qui figure sur l'organigramme de la compagnie. Complétez et joignez son résumé des compétences et des qualifications qui doivent répondre aux exigences de la sous-partie VII appropriée du RAC, pour l'approbation de TC.
3. Indiquez le nombre de commandants de bord, commandants en second, agents de bord, régulateurs de vol et de mécaniciens navigant et assurez que le nombre figure sur l'organigramme de la compagnie.
4. Cette formule doit être signée par une personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien.

THIS IS EXHIBIT "5" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport Canada Transports Canada

File No. - Dossier n°

5258 -

5260 -

**AIR OPERATOR CERTIFICATE
APPLICATION
MAINTENANCE**

**DEMANDE DE CERTIFICAT
D'EXPLOITATION AÉRIENNE
MAINTENANCE**

1. Name of Air Operator - Nom de l'exploitant aérien			
Address - Adresse		Telephone No. - N° de téléphone	
2. Make and Model of Aircraft Operated - Nom et modèle d'aéronefs exploités		and - et	
3. Location of Main Maintenance Base - Endroit de la base principale de maintenance		Maintenance Sub-Bases (as applicable) - Bases secondaires de maintenance (selon le cas)	
4. Air operator's maintenance control manual Le manuel de contrôle de la maintenance de l'exploitant aérien		Latest Amendment Number Numéro de la dernière modification	
Date Submitted - Présenté le (yyyy-mm-dd / aaaa-mm-jj)	Date Approved - Approuvé le (yyyy-mm-dd / aaaa-mm-jj)	Date Submitted - Présenté le (yyyy-mm-dd / aaaa-mm-jj)	Date Approved - Approuvé le (yyyy-mm-dd / aaaa-mm-jj)
5. (a) ☐ Air operator AMO - OMA de l'exploitant aérien		Approval No. / Categories / Ratings N° d'agrément / catégorie / qualifications	
(b) ☐ Maintenance Contract with AMO - Contrat de maintenance avec un		☐ Accountable Executive (CAR 106) - Gestionnaire supérieur responsable (RAC 106) ☐ SMS (CAR 107) - SGS (RAC 107)	
Name and address - Nom et adresse		Approval No. / Categories / Ratings N° d'agrément / catégorie / qualifications	
(1)			
(2)			
(3)			
6. All the statements contained herein are true and complete to the best of my knowledge in accordance with the requirements of CAR 706.		À ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets et sont conformes aux exigences du RAC 706.	
Date (yyyy-mm-dd / aaaa-mm-jj)	Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)	Title - Titre	
FOR DEPARTMENT USE - À L'USAGE DU MINISTÈRE SEULEMENT			
7. The maintenance arrangements mentioned in section 5 are satisfactory for the aircraft types operated.		Les arrangements de maintenance mentionnés à l'article 5 sont satisfaisants pour les types d'aéronefs exploités.	
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		Date (yyyy-mm-dd / aaaa-mm-jj)	

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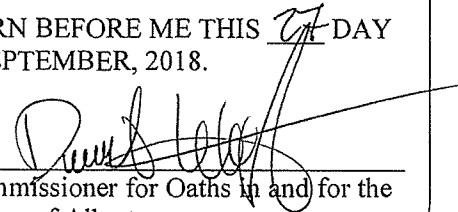
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THIS IS EXHIBIT "6" REFERRED TO
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MIZERA

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OF SEPTEMBER, 2018.



A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

APPLICATION FOR APPROVAL OF A MAINTENANCE ORGANIZATION

DEMANDE D'AGRÉMENT D'ORGANISME DE MAINTENANCE

1. Name of Applicant / Nom du demandeur 		3. Type of Application / Genre de demande ☐ Initial Originale ☐ Amendment Modification	
2. Address / Adresse 		4. Approval Number / Numéro d'agrément 	
		Postal Code / Code postal 	Telephone No. / N° de téléphone
5. Ratings / Spécialités ☐ Aircraft Aéronef ☐ Structures Cellules ☐ Avionics Avionique ☐ Components Composants ☐ Instruments Instruments ☐ Welding Soudure ☐ Engines Moteurs ☐ Nondestructive Testing Essais non destructifs ☐ Propellers Hélices ☐ Other Autre		6. Details Regarding Ratings Requested (For Aircraft, Specify Type) Détails concernant les spécialités demandées (pour aéronef, préciser les types)	
7. Managment Personnel (Attach Resumes) / Personnel de gestion (rejoindre c.v.) Accountable Executive Gestionnaire supérieur responsable _____ Person Responsible For Maintenance Personne responsable de la maintenance _____ Person Responsible For Quality Personne responsable de la qualité _____		8. Maintenance Personnel (Minimum Numbers) Personnel de maintenance (nombre minimum) Licenced AMEs Titulaires d'une licence TEA Technicians Techniciens Technical Support Soutien technique	
9. Declaration: The above information and that contained in the maintenance policy manual and other supporting documentation is a true and accurate description of the organization. Déclaration : Les renseignements donnés ci-dessus, ainsi que ceux contenus dans le manuel de politiques de la maintenance et dans les autres documents pertinents décrivent l'organisme avec exactitude et fidélité.			
Correspondence is requested in Langue utilisée dans la correspondance ☐ English Anglais ☐ French Français			
		(Name and title of person authorized to sign on behalf of the organization) (Nom et fonction de la personne habilitée à signer au nom de l'organisme)	
		Date (yyyy-mm-dd) Date (aaaa-mm-jj)	

DOT USE ONLY / RÉSERVÉ AU MDT

10. Evaluation of proposed maintenance control system
Évaluation de la proposition de programme de contrôle de la maintenance

☐ Safety Management System Requirements
Exigences relatives au système de gestion de la sécurité
 ☐ Maintenance Policy Manual
Manuel de politiques de maintenance
 ☐ Management Personnel
Personnel de gestion
 ☐ Maintenance Personnel
Personnel de maintenance
 ☐ Quality Assurance Program
Programme de contrôle de la qualité
 ☐ Training Program
Programme de formation
 ☐ Facilities
Installations
 ☐ Equipment
Équipement
 ☐ Subcontracts
Sous-traitance

The proposed maintenance control system meets the requirements of the *Canadian Aviation Regulations*.
La proposition de programme de contrôle de la maintenance conforme aux exigences du *Règlement de l'aviation canadien*.

 Civil Aviation Safety Inspector
Inspecteur sécurité de l'aviation civile

 Date (yyyy-mm-dd) / Date (aaaa-mm-jj)

11. Recommendations of the organization has been inspected (see separate inspection report) and is recommended for approval with the following ratings:
Recommandation : L'organisme à fait l'objet d'une inspection (voir le rapport distinct) et nous recommandons qu'il soit agréé dans les domaines suivants :

☐ Aircraft
Aéronefs
 ☐ Avionics
Avionique
 ☐ Instruments
Instruments
 ☐ Engines
Moteurs
 ☐ Propellers
Hélices
 ☐ Structures
Cellules
 ☐ Components
Composants
 ☐ Welding
Soudure
 ☐ Nondestructive Testing
Essais non destructifs
 ☐ Other
Autre

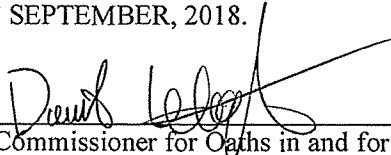
Details (For Aircraft, Specify Type)
Détails (pour Aéronefs, préciser les types)

 Civil Aviation Safety Inspector
Inspecteur sécurité de l'aviation civile

 Date (yyyy-mm-dd) / Date (aaaa-mm-jj)

THIS IS EXHIBIT "7" REFERRED TO
IN THE AFFIDAVIT OF KENNETH I.
MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.


A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Form 26-0380: Statement of Intent

Transport Canada / Transports Canada		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>File No. - Dossier n°</td> </tr> <tr> <td>5258 -</td> </tr> <tr> <td>5260 -</td> </tr> </table>	File No. - Dossier n°	5258 -	5260 -																					
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5258 -																										
5260 -																										
COMMERCIAL AIR SERVICE STATEMENT OF INTENT		SERVICE AÉRIEN COMMERCIAL ÉNONCÉ D'INTENTION																								
PART I - TO BE COMPLETED BY APPLICANT - PARTIE 1 - À ÊTRE REMPLIE PAR LE REQUÉRANT																										
Legal name and Trade Name, address and Postal Code of applicant - Dénomination sociale et nom commercial, adresse et code postal du requérant																										
Principal place of business - Le bureau d'affaire principal du requérant																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Telephone - Téléphone</td> <td colspan="2">Facsimile - Facsimilé</td> <td colspan="2">Telex - Télex</td> <td colspan="2">Incorporated - Constituée</td> </tr> <tr> <td>Area Code Ind. rég.</td> <td>No - N°</td> <td>No - N°</td> <td></td> <td></td> <td></td> <td> ☐ Fed. Fed. </td> <td> ☐ Prov. Prov. </td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Y-A</td> <td>Date M D-J</td> </tr> </table>			Telephone - Téléphone		Facsimile - Facsimilé		Telex - Télex		Incorporated - Constituée		Area Code Ind. rég.	No - N°	No - N°				☐ Fed. Fed.	☐ Prov. Prov.							Y-A	Date M D-J
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Area Code Ind. rég.	No - N°	No - N°				☐ Fed. Fed.	☐ Prov. Prov.																			
						Y-A	Date M D-J																			
I understand that - Je comprends que																										
The executive head of the corporation is a Canadian citizen - Le chef exécutif de la société est un citoyen canadien.																										
Not less than 75% of the voting interest is to be owned and controlled by Canadian citizens Non moins que 75% de l'intérêt votant appartiendra et sera contrôlé par des citoyens canadiens																										
Attach Pertinent Business Documents (see reverse side) - Joindre les documents d'affaires pertinents (voir au verso)																										
PROPOSED TYPE OF SERVICE - TYPE DE SERVICE PROPOSÉ																										
☐ Domestic Intérieur																										
☐ International Scheduled - Régulier																										
☐ International Non-Scheduled - À la demande																										
<table border="0" style="width: 100%;"> <tr> <td>☐ Aerial Work (Select type) Travail aérien (Sélectionnez le type)</td> <td>☐ Aerial Construction Construction à moyen d'aéronefs</td> <td>☐ Aerial Inspection and Surveillance Inspection et surveillance aérienne</td> <td>☐ Aerial Harvesting Récolte aérienne</td> </tr> <tr> <td>☐ Aerial Advertising Publicité aérienne</td> <td>☐ Aerial Photography Photographie aérienne</td> <td>☐ Aerial Sightseeing Excursion aérienne</td> <td>☐ Aerial Spraying Pulvérisation aérienne</td> </tr> <tr> <td>☐ Aerial Mapping Cartographie aérienne</td> <td>☐ External Load Charge externe</td> <td>☐ Fire Fighting Lutte contre incendie</td> <td>☐ Human Organs Organes humains</td> </tr> <tr> <td>☐ Aerial Surveying Levés topographique aérienne</td> <td>☐ Glider Tower Remorquage de planeurs</td> <td>☐ Helilogging Hélicabardage</td> <td>☐ Flight Training Formation au pilotage</td> </tr> <tr> <td>☐ Forest Fire Management Gestion des incendies de forêt</td> <td>☐ Wild Life Management Gestion de la faune</td> <td></td> <td></td> </tr> <tr> <td>☐ Parachute Jumping Sauts en parachute</td> <td></td> <td></td> <td></td> </tr> </table>			☐ Aerial Work (Select type) Travail aérien (Sélectionnez le type)	☐ Aerial Construction Construction à moyen d'aéronefs	☐ Aerial Inspection and Surveillance Inspection et surveillance aérienne	☐ Aerial Harvesting Récolte aérienne	☐ Aerial Advertising Publicité aérienne	☐ Aerial Photography Photographie aérienne	☐ Aerial Sightseeing Excursion aérienne	☐ Aerial Spraying Pulvérisation aérienne	☐ Aerial Mapping Cartographie aérienne	☐ External Load Charge externe	☐ Fire Fighting Lutte contre incendie	☐ Human Organs Organes humains	☐ Aerial Surveying Levés topographique aérienne	☐ Glider Tower Remorquage de planeurs	☐ Helilogging Hélicabardage	☐ Flight Training Formation au pilotage	☐ Forest Fire Management Gestion des incendies de forêt	☐ Wild Life Management Gestion de la faune			☐ Parachute Jumping Sauts en parachute			
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☐ Parachute Jumping Sauts en parachute																										
AREA OF OPERATION (Aerodrome location identifier and name or (lat - Long) - RÉGION D'EXPLOITATION (Code d'identification et le nom d'aérodrome ou (lat-long))																										
Base(s)		Aircraft Types - Types d'aéronefs																								
Name of approved maintenance organization (if available) - Nom de l'organisme de maintenance agréé (si disponible)		Approval No. - N° d'agrément																								
OPERATING CONDITIONS (Check where applicable) - CONDITIONS D'EXPLOITATION (Cocher où applicable)																										
Authorization Autorisation	Operating conditions (check where applicable) - Conditions d'exploitation (cocher où applicable)																									
	Day Jour	Night Nuit	VFR	IFR	VFR OTT	Passengers and cargo	Passengers only Passagers seulement	Cargo only Fret seulement	Comments Observations																	
Multi-engine aircraft Aéronefs multimoteurs																										
Rotorcraft Giravions																										
Single-engine aircraft Aéronefs monomoteurs																										
MANAGERIAL PERSONNEL - PERSONNEL DE GESTION																										
Name - Nom																										
All the statements contained herein are true and complete to the best of my knowledge À ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets.																										
Date (Y-A, M-D-J)			Signature (of person duly authorized to execute this application on behalf of the applicant) (de la personne dûment autorisée à exécuter cette demande au nom du requérant)				Title - Titre																			

26-0380 (0301-04)

Canada

 Transport Canada Transports Canada		
PART II - TO BE COMPLETED BY DOT REGIONAL OFFICE - PARTIE 1 - À ÊTRE REMPLIE PAR LE BUREAU RÉGIONAL DU M.D.T.		
Name of principal inspector - Nom de l'inspecteur principal		
Operations - Opérations	Airworthiness - Navigabilité aérienne	Flight Training - Formation au pilotage
Commercial and Business Aviation - Aviation commerciale et d'affaires		
General Aviation - Aviation générale		
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs		

BUSINESS DOCUMENTS

NOTICE

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Delays thus incurred are the sole responsibility of the applicant.

Proprietorship

If applicable state firm name of proprietorship and furnish copy of firm name registration.

Partnership

If applicable state firm name and style of partnership and furnish copy of partnership registration.

Corporations

Furnish a copy of the Company's Charter or Letters Patent of Incorporation and any amendments. If incorporated under the laws of a province which issues only a Certificate of Incorporation, a copy of such certificate must be accompanied by a copy of the Memorandum and Articles of Association.

Affidavit

The ownership and citizenship requirements shall be verified by affidavit.

DOCUMENTS D'AFFAIRES

AVIS

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Tout retard occasionné par une telle démarche incombera au demandeur.

Droit de propriété

Selon le cas, déclarer la raison sociale de la société qui a le droit de propriété et fournir une copie de l'enregistrement de la raison sociale.

Société en nom collectif

Selon le cas, déclarer la raison sociale de la société et le type de société en nom collectif et fournir une copie de l'enregistrement des sociétés en noms collectifs.

Société par actions

Fournir une copie de la charte ou des lettres patentes de la société constituée ainsi que de toutes les modifications effectuées. Si celle-ci est constituée en vertu des lois d'une province qui ne fournit qu'un certificat de constitution, une copie de ce certificat doit être accompagnée de la note de service et des statuts d'association.

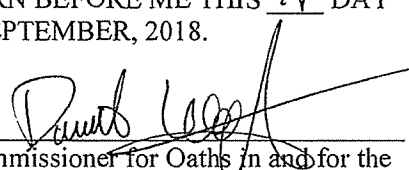
Déclaration écrite

Les exigences de propriété et de citoyenneté devraient être vérifiées au moyen d'une déclaration écrite.

Canada

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Province of Alberta

David LeGeyt
Barrister & Solicitor



Transport Canada
Transports Canada

**AIR OPERATOR CERTIFICATE
APPLICATION
AERIAL WORK**

**DEMANDE DE CERTIFICAT
D'EXPLOITATION AÉRIENNE
TRAVAIL AÉRIEN**

File No. - Dossier n°

5258 -

5260 -

1. Name of Applicant - Nom du demandeur		Address - Adresse		Telephone No. - N° de téléphone	
2. (a) Airport/Aerodrome - Aéroport/Aérodrome (Name and Geographic Coordinates - Toponyme et les coordonnées géographiques) - Identifier/Identificateur					
Aerodrome registered Aérodrome enregistré ☐ Yes ☐ No Oui Non		* (yyyy-mm-dd) (aaaa-mm-jj)		Airport - Aéroport Cert. No. N° Cert.	
Reg. No. N° Enr.		Dated Daté		☐ Public ☐ Private ☐ Day ☐ Night ☐ VFR ☐ IFR ☐ Land ☐ Water ☐ Ice ☐ Heliport Terre ferme Plan d'eau Sur glace Hélicoptère	
(b) Name of aerodrome or airport operator - Nom de l'exploitant de l'aérodrome ou de l'aéroport				Telephone No. - N° de téléphone	
(c) Uncertified aerodrome, not in CFS, give runway details - Aérodrome non agréé, non dans le CSV, indiquez les détails de la piste - (with/avec Lat. & long.)					
Aerodrome facilities - Installations à l'aérodrome ☐ ATC tower ☐ FSS ☐ Weather briefing Tour de contrôle Exposé météorologique			Navigational and landing aids - Aides à la navigation et aux atterrissages ☐ ILS ☐ NDB ☐ VOR ☐ PAR ☐ ASR ☐ Other Autre		
3. ☐ Aerial Work ☐ Travail aérien Select the type aerial work, by number, as referred on the reverse of this form. Sélectionnez, par numéro, le type de travail aérien mentionné au verso de cette formule.					
4. Flight Instruments in accordance to - Instruments de vol conformément aux					
Type of Aircraft Type d'aéronef	Marks Marques	Radio Equipment Équipement de radio	IFR CAR/RAC 605.18		VFR OTT CAR/RAC 605.15
			Yes - Oui	No - Non	Yes - Oui
5. Operations Manager - Gestionnaire opérations		Chief Pilot - Pilote en chef		Person Responsible - Maintenance Control System Personne responsable - Système de contrôle de la maintenance	
Name - Nom	No./N° de licence	Name - Nom	No./N° de licence	Name - Nom	No./N° de licence
6. Name, address, Approval No. of Approved Maintenance Organization - Nom, adresse, n° d'agrément de l'Organisme de maintenance agréé					
7. The Maintenance Control Manual has been submitted for approval Le manuel de contrôle de la maintenance a été présenté pour approbation			☐ Yes - Oui ☐ No - Non		Date submitted (yyyy-mm-dd) Date de présentation (aaaa-mm-jj)
I certify that the above data is correct.			J'atteste que les renseignements ci-dessus sont exacts.		
Date (yyyy-mm-dd / aaaa-mm-jj)		Signature (of person duly authorized to execute this application on behalf of the air operator) (de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant aérien)		Title - Titre	
FOR DEPARTMENT OF TRANSPORT USE - À L'USAGE DU MINISTÈRE DES TRANSPORTS					
The information provided in section 2 is correct.			L'information présentée à la partie 2 est correcte.		
Aerodrome Safety - Sécurité des aérodromes			Date (yyyy-mm-dd / aaaa-mm-jj)		
The Approval Maintenance Organization referred to in section 6 holds the appropriate Categories and Ratings. The information relating to maintenance meets the CAR 706 requirements.			L'Organisme de maintenance agréé mentionné à l'article 6 détient les catégories et qualifications appropriées. Les renseignements relatifs à la maintenance satisfont aux exigences du RAC 706.		
Aircraft Maintenance and Manufacturing - Maintenance et construction des aéronefs			Date (yyyy-mm-dd / aaaa-mm-jj)		
Facilities, equipment, personal qualifications and operations manual, if applicable, have been inspected and approved and are adequate for the proposed operations.			Les installations, l'équipement, les qualifications du personnel et le manuel d'exploitation, (selon le cas), ont été vérifiés, et approuvés et conviennent à l'exploitation proposée.		
Commercial and Business Aviation - Aviation commerciale et d'affaires			Date (yyyy-mm-dd / aaaa-mm-jj)		

NOTICE

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Delays thus incurred are the sole responsibility of the applicant.

AVIS

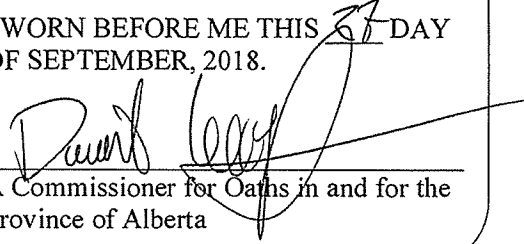
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Tout retard occasionné par une telle démarche incombera au demandeur.

1. Aerial Advertising
Publicité aérienne
2. Aerial Construction
Construction à moyen d'aéronefs
3. Aerial Inspection and Surveillance
Inspection et surveillance aérienne
4. Aerial Harvesting
Récolte aérienne
5. Aerial Mapping
Cartographie aérienne
6. Aerial Photography
Photographie aérienne
7. Aerial Sightseeing
Excursion aérienne
8. Aerial Spraying
Pulvérisation aérienne
9. Aerial Surveying
Levé topographique aérien
10. Airborne Support Service
Service de soutien en vol
11. External Load
Charge externe
12. Fire Fighting
Lutte contre incendie
13. Flight Testing
Essai en vol
14. Flight Training
Formation au pilotage
15. Forest Fire Management
Gestion des incendies de forêt
16. Glider Tower
Remorquage de planeurs
17. Heli-logging
Hélicabardage
18. Human Organs
Organes humains
19. Parachute Jumping
Sauts en parachute
20. Wild Life Management
Gestion de la faune

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Barrister & Solicitor

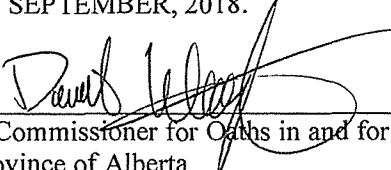


APPLICATION FOR (FTA) SPECIALTY AIR SERVICE OPERATIONS - CANADIAN AIR OPERATOR
DEMANDE POUR DES OPÉRATIONS DE SERVICES SPÉCIALISÉS (ALÉ) - EXPLOITANT AÉRIEN CANADIEN

PART I - TO BE COMPLETED BY APPLICANT - PARTIE I - À ÊTRE REMPLIE PAR LE REQUÉRANT				
Name, address & postal code of applicant - Nom, adresse et code postal du requérant		Principal place of business of applicant - Le bureau d'affaire principal du requérant		
Telephone number - Numéro de téléphone	Facsimile number - Numéro de télécopieur	Telex - Téléx	Incorporated - Constituée ☐ Yes / Oui ☐ No / Non	Date (yyyy-mm-dd / aaaa-mm-jj) Number - Numéro
I understand that - Je comprend que				
I am a permanent resident or corporation of a country under a Free Trade Agreement (FTA): Je suis résident permanent ou une société par action d'un pays sous un accord de libre-échange (ALÉ):			☐ Yes / Oui ☐ No / Non	
Air operator certificate number - Numéro du certificat d'exploitation aérienne				
Into which country - Dans quel pays	Base(s) and identification - Base(s) et identification		Between points abroad - Entre points à l'étranger ☐	
Request for a FTA Operations Specification - Demande de spécification d'exploitation ALÉ ☐ Yes / Oui		Proposed period of contract (date) - Durée prévue du contrat (date) From: / De: To: / Au:		
Proposed types of specialty services - Types de services spécialisés proposés				
☐ Aerial advertising Publicité aérienne	☐ Aerial construction Construction à moyen d'aéronefs	☐ Aerial inspection and surveillance Inspection et surveillance aérienne	☐ Aerial mapping Cartographie aérienne	
☐ Aerial photography Photographie aérienne	☐ Aerial sightseeing Excursion aérienne	☐ Aerial spraying Pulvérisation aérienne	☐ Aerial surveying Levée topographique aérienne	
☐ Fire fighting Lutte contre incendie	☐ Flight training Formation au pilotage	☐ Forest fire management Gestion des incendies de forêt	☐ Glider tower Remorquage de planneurs	
☐ Heli-logging Hélicabardage	☐ Parachute jumping Sauts en parachute	☐ External load Charge externe		
Aircraft types - Types d'aéronefs		Registration (see page 2) - Immatriculation (voir page 2)		
Complete (full) names of pilots - Noms entiers (complets) des pilotes		Licences (see page 2) - Licences (voir page 2)		
MANAGERIAL PERSONNEL - PERSONNEL DE GESTION				
Name - Nom				
All the statements contained herein are true and complete to the best of my knowledge - À ma connaissance, tous les renseignements fournis dans la présente sont vrais et complets				
Date (yyyy-mm-dd / aaaa-mm-jj)	Signature of person duly authorized to execute this application on behalf of the air operator Signature de la personne dûment autorisée à exécuter cette demande au nom de l'exploitant			Title - Titre
PART II - TO BE COMPLETED BY DOT OFFICE - PARTIE II - À ÊTRE REMPLIE PAR LE BUREAU DU M.D.T.				
Commercial and Business Aviation Aviation commerciale et d'affaires		Aircraft Maintenance and Manufacturing Maintenance et construction des aéronefs		Date (yyyy-mm-dd / aaaa-mm-jj)

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[Transport Canada](#)

[Home](#) → [Air Transportation](#) → [Aviation Safety](#) → [Standards](#)

→ [Technical Program Evaluation and Co-ordination](#) → [Safety Management Systems \(SMS\)](#)

→ [Accountable Executive](#) → Accountable Executive

Accountable Executive

Safety Management Systems

- [Background](#)
- [Basic Definition](#)
- [Implementation](#)
- [Role of the Inspector](#)
- [Easy Reference Guide of Safety Management System-related Documents](#)

Quick Links

- [FRMS Toolbox](#)
- [SMS Information Session](#)
- [Who's your Accountable Executive?](#)
- [Score your safety culture!](#)
- [Small Operator Pilot Project](#)
- [Safety Management International Collaboration Group](#)

Selection of an Accountable Executive

Reference: Canadian Aviation Regulation (CAR) 106.01 & 106.02

Effective in 2005, holders of a flight training unit operating certificate, approved maintenance organization certificate, and air operator certificate, will be required to appoint an accountable executive. The accountable executive will be a single, identifiable person within each organization who will assume full responsibility for the organization's ongoing compliance with the CARs (ref CAR 106). It is imperative that the correct person is identified as the accountable executive, and that the individual understands and accepts the roles and responsibilities associated with that position. This is not intended to be a position title without accountability.

To assist organizations with the selection of their accountable executive, Appendices A and B provide a flow chart and series of questions respectively. Appendix A identifies several organizational structures that will lead to a corresponding accountable executive. Once this person is determined, the questions in Appendix B will confirm the selected person is the correct choice. All

questions must receive a 'yes' answer for the candidate to be acceptable. Should any of the questions result in a 'no' answer, the selection process must start again with a new candidate. The organizational structures included in the Appendix are intended to cover the majority of situations that will be encountered. Should there be an organizational structure that does not result in the clear selection of an accountable executive, an appropriate candidate will be selected in consultation with Transport Canada.

Organizations required per the above references, to name an Accountable Executive must, within 30-days of appointing the Accountable Executive:

1. complete the attached Compliance Statement or provide a similarly signed statement confirming that the Accountable Executive accepts the responsibilities of the position; and
2. submit the document to their principal operations or maintenance inspector as applicable.

Organizations are hereby authorized to amend their Flight Operations, Maintenance Control/Policy Manual or Quality Program Manual to incorporate the name of the Accountable Executive. This amendment does not require Transport Canada approval. The nomination of the Accountable Executive will be validated during the next inspection, regulatory audit or safety management system assessment. Inserting a copy of this document into your approved manual constitutes an acceptable means of compliance with this requirement.

- Appendix A - Accountable Executive Selection Flow Chart
(You will be referred to Appendix D of TP 14343 - *Implementation Procedures Guide for Air Operators and Approved Maintenance Organizations*)
- Appendix B - Accountable Executive Selection Question List
(You will be referred to Appendix E of TP 14343 - *Implementation Procedures Guide for Air Operators and Approved Maintenance Organizations*)
- Compliance Statement

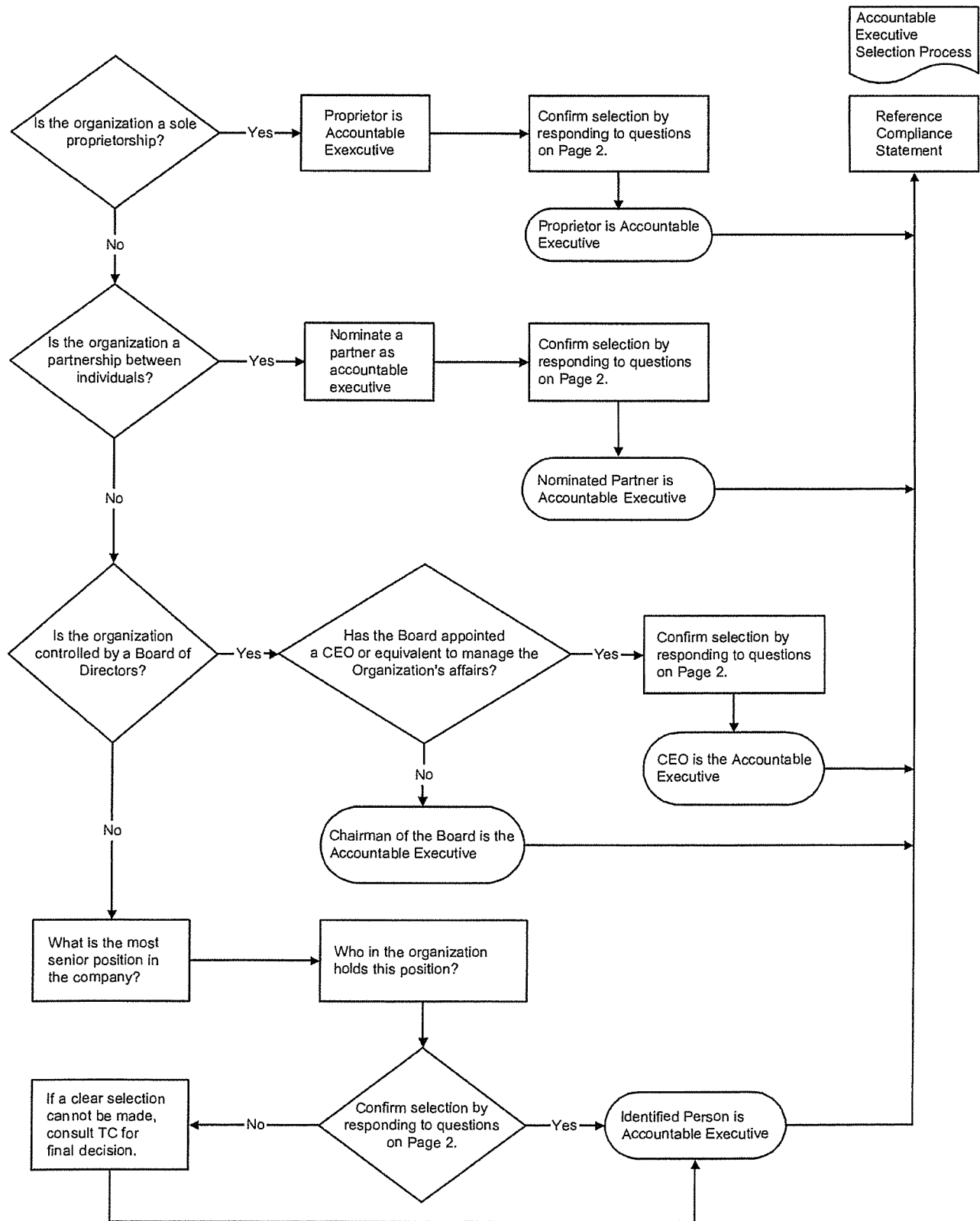
Selection of an Accountable Executive is available in Portable Document Format (file size 414 KB) which will download in approximately 1 min 57 seconds on a 28.8 connection and may be viewed using Version 3.0 or higher of the Adobe® Acrobat Reader. This reader may be downloaded free of charge by visiting the Adobe® web site. Contact your LAN administrator if you require assistance with the installation of the Adobe Reader.

Date modified:

2010-05-03

APPENDIX A

ACCOUNTABLE EXECUTIVE SELECTION FLOW CHART



COMPLIANCE STATEMENT

I, _____, Certificate Holder for
_____, hereby appoint
_____ as Accountable Executive

I, _____ (name)
_____ (position title)
_____ (signature)

accept the responsibilities of this position for

_____ (name on certificate)

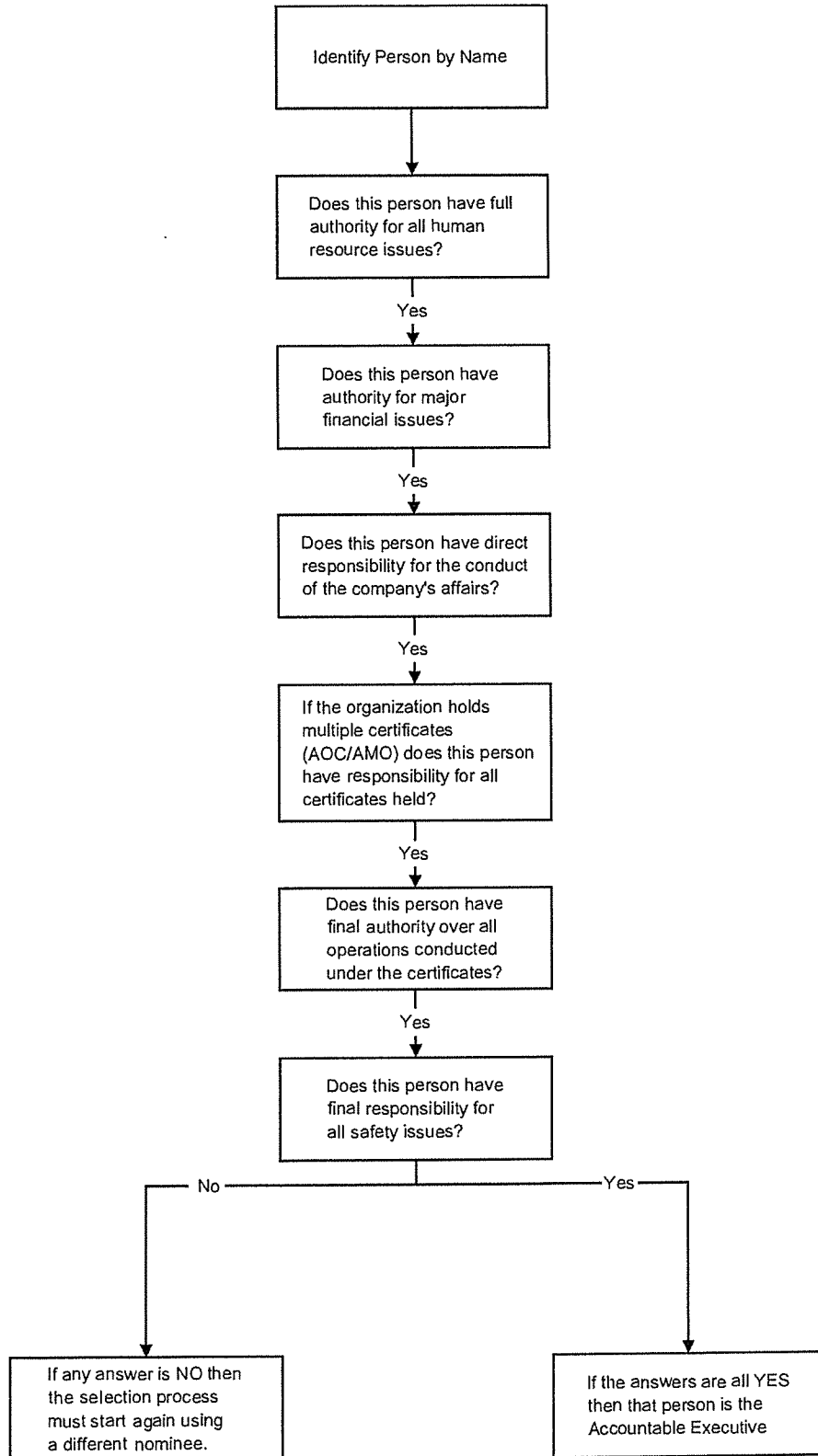
for the following certificates:

- ☐ Flight Training Unit
- ☐ Approved Maintenance Organization

- ☐ Manufacturer
- ☐ Air Operator

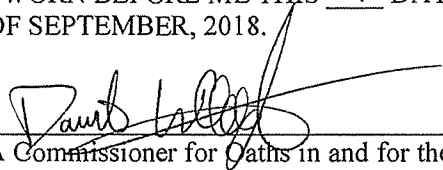
APPENDIX B

ACCOUNTABLE EXECUTIVE SELECTION QUESTION LIST



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determinations

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Canadian Air Carrier Licence Application Guide



(pdf / 371 KB)

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- [What constitutes a complete application?](#)
- [Part 1 – Before applying](#)
 - [Relevant legislation and regulations](#)
 - [Do I need a licence?](#)
 - [Confidential information](#)
 - [A licence is required to sell an air service](#)
 - [Meeting the requirements](#)
- [Part 2 – Instructions on filling out the licence application form](#)
 - [Language](#)
 - [Completing the form](#)
 - [Section A: Classes of service](#)
 - [Section B: Applicant information](#)
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- Section D: Proposed aircraft
- Section E: Canadian status information
- Section F: Supporting documents
- Section G: Authorized officer statement
- Section H: Filing instructions
- What happens next?
- Part 3 – Now that you are licensed
 - Additional requirements
 - How to contact the Agency
- Air carrier requirements related to border services and statistical reporting
 - Border Services requirements
 - Statistical reporting
- Forms
- Notes

What is this guide for?

This guide is intended to help Canadian applicants successfully apply for a domestic, a scheduled international or a non-scheduled international licence.

What constitutes a complete application?

The following documents **must** be provided as part of the licence application.

Mandatory

Application form for Canadian applicants completed; along with all required supporting documents.

Mandatory (when available)

Canadian aviation document (e.g. Air Operator Certificate)

Certificate of insurance

If applicable

Designation by Minister (for scheduled international services only)

Financial requirements form and supporting documents

Note: Applicants that do not currently hold an Agency licence may file the documents marked as "mandatory (when available)" after having submitted their initial application form. In the meantime, the Agency will process the other components of the application. The licence will only be issued once the applicant meets all requirements.

Part 1 – Before applying

Relevant legislation and regulations

The issuance of a licence by the Canadian Transportation Agency (Agency) and the operation of air services are governed by the following:

- the Canada Transportation Act (CTA);
- the Air Transportation Regulations (ATR (Air Transportation Regulations)); and
- the Aeronautics Act and associated regulations.

You are encouraged to become familiar with these acts and regulations.

- i** Should there be any discrepancy between what is contained in this document and what is contained in the CTA and the ATR (Air Transportation Regulations), the CTA and the ATR (Air Transportation Regulations) shall prevail.

Do I need a licence?

Under most circumstances, a carrier must hold a licence to operate an air service.

- i** An **air service** is a service provided by means of an aircraft that is publicly available for the transportation of passengers or goods, or both.

Additional information on what constitutes an air service can be found in the Agency's Notice to Industry: Criteria to Determine What Constitutes an Air Service.

Note that the following air services are excluded from licensing requirements (subsection 3(1) of the ATR (Air Transportation Regulations) and subsection 56(1) of the CTA):

- aerial advertising services
- aerial fire-fighting services
- aerial survey services
- aerial reconnaissance services
- aerial sightseeing services
- aerial spreading services
- aerial weather altering services
- air cushion vehicle services
- air flight training services
- aerial inspection services
- aerial construction services
- aerial photography services
- aircraft demonstration services
- external helitransport services
- glider towing services

- hot air balloon services
- parachute jumping services
- transportation services for the retrieval of human organs for human transplants
- rocket launching
- aerial spraying services
- aerial forest fire management services
- a person that uses aircraft on behalf of the Canadian Armed Forces or any other armed forces cooperating with the Canadian Armed Forces

Carriers operating air services that are excluded from the licensing requirement are still required to comply with the requirements of the *Aeronautics Act*, as administered by Transport Canada.

Confidential information

All financial and commercial information that is filed with the Agency will be treated as confidential.

A licence is required to sell an air service

Section 59 of the CTA prohibits any person from selling, causing to be sold or publicly offering for sale in Canada an air service without holding a licence, and that licence is not suspended.

If there has been a contravention of section 59 of the CTA, the Agency may, under section 79, refuse to issue a licence for a period not exceeding 12 months.

Applicants for a licence to operate an air service must not have contravened section 59 in the preceding 12 months, and must undertake to not contravene section 59 until a licence is issued (see Authorized officer statement).

Meeting the requirements

1. Canadian status

The requirement to be Canadian is a market entry and an ongoing requirement for Canadian carriers to hold a domestic, a scheduled international or a non-scheduled international licence.

i "Canadian" is defined in subsection 55.(1) of the CTA as:

- i. An individual that is either a:
 - a. Canadian citizen or
 - b. permanent resident of Canada.
- ii. A corporation, partnership, or any other legal entity that meets all three of the following conditions:
 - a. It is incorporated or formed under the laws of Canada or a province;
 - b. At least 75% of its voting interests are owned and controlled by Canadians; and
 - c. It is controlled in fact by Canadians.

Otherwise, the applicant must have been exempted from this requirement by the Minister, pursuant to **section 62 of the CTA**, which states:

Where the Minister considers it necessary or advisable in the public interest that a domestic licence be issued to a person who is not a Canadian, the Minister may, by order, on such terms and conditions as may be specified in the order, exempt the person from the application of subparagraph 61(a)(i) for the duration of the order.

Additional information on the Canadian status requirement can be found in the following Agency publications:

Interpretation Note: Canadian Ownership Requirement

Interpretation Note: Control in Fact

Applicants must submit evidence of being Canadian (see [Canadian ownership information](#)).

2. Canadian aviation document (Air Operator Certificate)

Applicants for a licence to operate a domestic, a scheduled international or a non-scheduled international service must hold a Canadian aviation document valid for the service(s) to be provided under the licence(s).

A Canadian aviation document is usually in the form of an Air Operator Certificate (AOC) issued by Transport Canada.

For information regarding requirements and procedures to be followed when applying for an Air Operator Certificate, see [Transport Canada's website](#).

3. Certificate of Insurance

Applicants must have the prescribed liability insurance coverage for the service(s) to be provided under the licence(s). In this regard, applicants must file a [certificate of insurance](#) as well as a [certificate of endorsement](#).

4. Designation

Canadian applicants for a scheduled international licence (other than for scheduled international services between Canada and the United States of America or the European Union) must provide evidence that they have been designated by the Minister of Transport as eligible to hold such a licence.

5. Financial requirements

Applicants for a licence to operate services using aircraft with 40 or more seats must meet prescribed financial requirements. Information on how to comply with the financial requirements are described in the Agency's Financial Requirements Guide.

Part 2 – Instructions on filling out the licence application form

Language

Applications and supporting documents must be submitted in either English or French. All documents filed in another language must be accompanied by a translation in English or French and an affidavit attesting to the accuracy of the translation.

Completing the form

This form allows you to enter the required information and to save it to your records. Additional details are provided for what is required when you place the computer cursor over the fields.

Section A: Classes of service

Classification of service

- Domestic service is an air service between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country (section 55 of the CTA).
- Scheduled international service is an international service that is a scheduled service pursuant to an agreement or arrangement to which Canada is a party (see bilateral agreements). In the absence of an agreement, the Minister of Transport may determine that an international service is a scheduled international service (section 70 of the CTA).
- Non-scheduled international service is an international service other than a scheduled international service.

Classification of aircraft

The classes of aircraft that may be operated by a Canadian air carrier under an Agency licence are:

- small aircraft (aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of not more than 39 passengers)

- medium aircraft (aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of more than 39 but not more than 89 passengers)
- large aircraft (aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of more than 89 passengers)
- all-cargo aircraft (aircraft that is equipped for the carriage of goods only)

i **Certificated maximum carrying capacity** means:

- the maximum number of passengers specified in the Type Approval Data Sheet or the Type Certificate Data Sheet issued or accepted by the competent Canadian authority (Transport Canada) for the aircraft type and model, or
- for a particular aircraft that has been modified to allow a higher number of passengers, the maximum number of passengers specified in the Supplemental Type Approval or the Supplemental Type Certificate issued or accepted by Transport Canada.

Applicants for a scheduled international licence must specify the country (or countries) to which they propose to operate. The form includes a drop down menu of all the countries with which Canada has an agreement or arrangement. For countries where no bilateral agreement exists, applicants should select *Other* and provide the name of the country in the appropriate field.

Applicants that propose to operate an international air service on a scheduled basis to a country that has no agreement with Canada must apply in accordance with the *Guidelines Respecting Extra-Bilateral Air Service Application to the Agency*.

Section B: Applicant information

Legal name

The legal name **must** correspond exactly with the name indicated on the **incorporation/formation documents** of the business enterprise, where applicable.

The legal name must also correspond with the name indicated on all documents supporting this application, including:

- Air Operator Certificate
- Certificate of Insurance
- Certificate of Endorsement

Current licence holder

The information requirements for existing licensees are different than those for applicants that do not currently hold a licence. In particular, existing licensees will only need to complete a declaration confirming that they continue to be Canadian whereas first time applicants will need to provide additional documentary proof confirming their Canadian status (see Canadian status information).

Trade name

Paragraph 18(c) of the ATR (Air Transportation Regulations) states:

[The licensee] shall not operate an international service, or represent by advertisement or otherwise the licensee as operating such a service, under a name other than that specified in the licence.

If applicable, list all trade names under which the applicant intends to operate its international air service(s).

Section C: Contact information

Head office

List the contact information for the head office of the applicant.

If the contact person for the purposes of this application differs from the contact person at the head office, indicate the name, title, e-mail address, telephone number and fax number for an individual the Agency may contact.

Section D: Proposed aircraft

Provide the following details for the aircraft to be used:

- a. make / model (e.g., Airbus A-300)
- b. Certificated Maximum carrying capacity;

Section E: Canadian status information

Applicants must provide detailed information about their ownership structure to confirm their Canadian status.

The burden of proof rests entirely on the applicant to satisfy the Agency that it is Canadian. The applicant is encouraged to provide the Agency with any information and documentation that relates, in any way, to its Canadian status.

The type of information that the applicant must provide in support of its Canadian status will depend on whether the applicant already holds an Agency licence. The filing requirement is as follows:

- i. Existing licensees that are applying to amend a licence or to obtain a new licence authority must declare to the Agency that they continue to be Canadian (see Authorized officer statement). They are not required to provide any additional information, although the Agency reserves the right to request additional information as required.

- ii. All other applicants, including first time applicants or applicants that, at the time of application, do not hold a licence, are required to provide the additional Canadian ownership information, as detailed below.

Applicants with complex ownership structures, including those that have shares or financial instruments that are traded publicly, are advised to contact the Financial Evaluation Division prior to completing their application.

1. Business structure

This section gathers general information about the applicant, including its business structure and, for corporations and limited partnerships, where they were incorporated or formed. The information is used to determine whether the applicant meets the requirement to be incorporated or formed under the laws of Canada or a province.

Applicants are required to specify whether the applicant is a:

Corporation:

An incorporated business authorized by federal, provincial, or territorial law to act as a separate legal entity.

Limited partnership:

A partnership in which there is at least one general partner (unlimited liability) and at least one limited partner whose liability is limited to the amount of money the limited partner has invested.

Partnership:

An unincorporated business wherein two or more individuals, corporations, trusts or partnerships join together to carry on a trade or business.

Sole proprietorship:

An unincorporated business entirely owned by one person. Also referred to as a proprietorship.

Other:

Any other business form not listed above (must be specified).

Jurisdiction of incorporation or formation (applies to corporations and limited partnerships)

The jurisdiction of incorporation or formation is the province (or Canada if federal) under whose jurisdiction the company was incorporated or formed. As an example, if the business was incorporated under the *Business Corporations Act* (Quebec), its jurisdiction of incorporation would be Quebec. If the business was incorporated through Corporations Canada under the *Canada Business Corporations Act* (CBCA), the jurisdiction of incorporation would be Canada.

Under the laws of Yukon, the Northwest Territories, and Nunavut, persons cannot incorporate for the purpose of carrying on the business of air transportation. Accordingly, any person incorporating to operate an air transport business must do so federally (under the CBCA) or provincially (under the applicable provincial business corporation act).

Incorporation or registration number (applies to corporations and limited partnerships)

Indicate the incorporation or registration number, as provided by the appropriate provincial registrar of companies or Corporations Canada. This is the number that is either on the business incorporation certificate (for corporations), or from the applicable registrar of companies for other ownership forms, such as limited partnerships. The incorporation or registration number is not to be confused with the GST/HST number or municipal business licence number.

2. Ownership information

This section gathers information about the ownership interest in the applicant, including identifying all of its owners. The information is used to determine whether 75% of the voting ownership interests in the applicant are owned and controlled by Canadians. It is also used as a factor in determining whether the applicant is controlled in fact by Canadians.

Where the applicant indicates its business structure to be a "sole proprietorship", the application form will generate a field requesting the applicant to confirm that its "owner is Canadian". For all other business forms, the information listed under (A) to (G) must be provided.

(A) Full legal name of shareholder(s) or partners

Provide the full legal name of each person that has an ownership interest in the applicant.

Where an ownership interest in the applicant is held by a corporation, a limited partnership, a trust, or any other legal entity (collectively referred to as a corporate shareholder), provide the full legal name of the corporate shareholder.

- i** In a situation involving an ownership chain (i.e., where a company is owned by one or more companies that are in turn owned by one or more other companies), the Agency must determine who controls the company up to the top of the ownership chain.

The application form will therefore automatically add a new section for every corporate shareholder in the ownership chain that the applicant declares to be Canadian. Refer to **Corporate shareholder information** for more details.

(B) Canadian (Yes/No)

If the shareholder or partner is an *individual* and either a (i) Canadian citizen or (ii) permanent resident of Canada, answer **Yes**; otherwise, answer **No**.

If the shareholder or partner is a *corporation* or *limited partnership*, answer **Yes** if the corporation or limited partnership meets **all** of the following conditions:

- i. it is incorporated or formed under the laws of Canada or a province;
- ii. at least 75% of its voting interests are owned and controlled by Canadians; and
- iii. it is controlled in fact by Canadians.

(C) Shareholder or partner

Indicate whether the shareholder or partner is an individual, a corporation, a trust or a limited partnership.

(D) Description of share class or other ownership interest

List all ownership interests in the applicant. Provide a clear description of the ownership interest. Where the applicant is a corporation, list all of the issued share classes that are held by each owner. For a limited partnership, list the different types of units that are held by each of the partners. For a general partnership, describe the general partnership interest. Where a person owns several different classes of shares or any other ownership interest, list each ownership interest on a separate line.

(E) Number of shares

For each ownership interest identified in (D), indicate the number of shares or units held by each shareholder or partner. For a *general partnership*, where there are no shares or units, indicate each partner's percentage ownership interest.

(F) Voting

For each ownership interest identified in (D), indicate whether the ownership interest entitles the shareholder or partner to a vote at shareholder, unit holder, or partner meetings.

(G) Amount paid

For each ownership interest identified in (D), indicate the total amount that each person paid for each of their ownership interests.

3. Officers or senior management (only applies to applicants that are corporations)

The information collected in this section is used to determine whether the applicant is controlled in fact by Canadians. Officers and senior management do not need to be Canadian for the applicant to be considered Canadian. However, control in fact implications could arise if officers or senior management have a relationship with a non-Canadian investor that would allow the non-Canadian to exert their influence over the operations of the air carrier.

Provide the name of all officers, along with their position, and indicate if they are Canadian (i.e., either citizens or permanent residents of Canada). Where the applicant does not have any officers, provide the information for the applicant's senior management.

4. Corporate directors (only applies to applicants that are corporations)

The information collected in this section is used to determine whether the applicant is controlled in fact by Canadians. For control in fact to reside with Canadians, the majority of the board of directors must be Canadian and must also be nominated by Canadians.

Provide the name of all directors, and indicate if they are Canadian (i.e., either citizens or permanent residents of Canada).

5. Financing

This section gathers information about the applicant's different sources of financing. The information is used to determine whether the applicant is controlled in fact by Canadians.

An applicant's dependence on a non-Canadian for the financing of its business will be considered in determining whether the applicant is controlled in fact by Canadians.

(A) Name of creditor, lender or lessor

List the name of each person that has issued debt or provided any financing to the applicant. This includes financing in any form, including any proposed financing.

(B) Canadian (Yes/No)

If the creditor, lender, or lessor is an *individual* and either a (i) Canadian citizen or (ii) permanent resident of Canada, answer **Yes**, otherwise answer **No**.

If the creditor, lender, or lessor is a *corporation* or *limited partnership*, answer **Yes** if the corporation or limited partnership meets **all** of the following conditions:

- i. it is incorporated or formed under the laws of Canada or a province;
- ii. at least 75% of its voting interests are owned and controlled by Canadians; and
- iii. it is controlled in fact by Canadians.

(C) Description of financing

Describe the type of financing. Examples of type of financing include operating lines of credit, secured debt, credit card guarantees, personal loans, shareholder loans and aircraft leases.

(D) Guarantor

If the funds are guaranteed by a third party, state their name.

(E) Amount

For each source of financing, indicate the amount of funding that has been, or can be, made available under the agreed upon terms and conditions. For a line of credit or other similar form of debt, indicate the amount of funds that can be borrowed.

6. Canadian status questions

The information collected in this section is used to determine whether the applicant is controlled in fact by Canadians.

a) Does the applicant intend to issue additional shares in the company or to transfer existing shares or other ownership interest to new or existing owners?

Describe any plans or intentions to issue additional shares or an ownership interest in the applicant, including the transfer of shares or an ownership interest from one person to another. If there are any rights, options, or warrants that provide a person with a right to acquire a future ownership interest in the

company, provide the terms and conditions, the name of the person holding the right, and indicate whether the person is Canadian.

b) Has the applicant issued or does the applicant plan to issue any convertible or redeemable securities, including debt, shares, and buy-out rights?

Describe the terms and conditions of any convertible or redeemable securities. Provide the name of the person holding the conversion, redemption or buy-out right, whether that person is Canadian, and the circumstances under which the right may be exercised. Examples of convertible instruments include debt that is convertible into shares or any other ownership interest in the applicant, or shares that are convertible into another share class, including any non-voting shares that are convertible to voting shares. Examples of redeemable rights include the ability to force the corporation or another person to buy back the persons securities. A buy-out right provides a person the right to acquire another person's ownership interest.

c) Does a person hold an interest in the applicant for the benefit of someone else?

List any beneficial owners in the business by providing their full name, indicate whether they are Canadian, and describe the nature of their beneficial ownership interest. A beneficial owner is a person who enjoys the benefits of ownership, even though legal title may be in the name of another person. This may occur by way of contract or agreement whereby a person retains legal title, but another person is entitled to the benefits of ownership, such as the profits from the business.

d) Has any person committed to finance the applicant's operations, guaranteed any of its debt, or guaranteed to cover any operating loss?

Describe the terms and conditions of any guarantees that have been made or provided by a person with respect to any future investment in the company, including the guarantee of any debt, and provide the name of the guarantor, and indicate whether the guarantor is Canadian.

e) Does the applicant have an agreement or contract with another person requiring the applicant to share a portion of its profits?

List and describe any agreements or contracts the applicant has, or plans on entering into, including management, operational, or service agreements that provide for the applicant to make payments that are determined, in part, directly or indirectly, as a percentage of its profits.

f) Will the applicant share its aircraft with another person?

Describe the nature of any agreements where aircraft to be used in the operation of the proposed air service will be retained, in part, by another person. (This question only applies to the applicant. It does not apply to corporate shareholders.)

g) Does the applicant have any other relationships or agreements, other than those provided in questions a) through f) above, or any other information that should be considered by the Agency in evaluating whether the applicant is owned and controlled by Canadians?

Describe any other relationships, agreements, or additional information not included in a) through f), whether verbal or written, that the applicant or any of its owners has with **non-Canadians**, including any management, operational, service, administrative, royalty, right of first refusal, or charter agreements. (Note: when filling out the form for corporate shareholders, this question will be question f), not g).)

7. Corporate shareholder information

If an applicant has shareholders, owners, or partners that are legal entities, such as corporations or limited partnerships (collectively referred to as corporate shareholders), detailed information must also be provided for every corporate shareholder that the applicant declares to be Canadian.

If these corporate shareholders in turn have corporate shareholders that the applicant declares to be Canadian, the applicant must also list the owners of these companies until the ultimate individual owners of the company are identified, and provide the required supporting documents (see section F: Supporting documents).

In the following example, there are three corporate shareholders (**Company A**, **Company B**, and **Company C**) for which the ownership and other requested information must be provided.

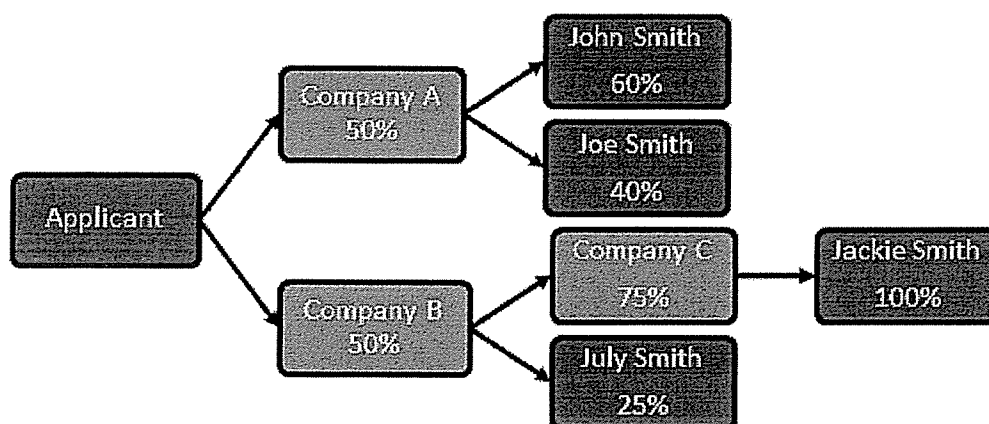


Figure 1: Example of a corporate ownership structure

► Long description

For each corporate shareholder that the applicant reports to be Canadian on the licence application form, the form will expand to insert an additional corporate shareholder information section. The applicant must provide the requested Canadian ownership information for each corporate shareholder.

The applicant must provide the same information for corporate shareholders that it declares to be Canadian as it does for the applicant.

Should there be any questions on how to complete the corporate shareholder section of the licence application form consult section E 1 to 6 of this guide, as the portion of this guide that deals with the applicant also applies to the corporate shareholder. In other words, the word “applicant” can be replaced with “corporate shareholder”.

Section F: Supporting documents

The list of required supporting documents is generated automatically by the form, based on the information entered by the applicant. The applicant must confirm within the form that each of the required supporting documents is included with the application.

Canadian ownership documents

1. Proof of Canadian citizenship

For each individual **Canadian** ¹ shareholder, partner or proprietor of the applicant or of a corporate shareholder, the applicant must provide proof of Canadian citizenship or permanent residence in the form of a copy of a passport, citizenship card, birth certificate, or permanent resident card.

2. Corporate documents and agreements

(i) Non-Canadian ownership interest

Where there is a **non-Canadian ownership interest** in (i) the applicant and/or (ii) a corporate shareholder to the applicant, the following documents must be filed with the Agency:

- a. Articles of incorporation (only applies to incorporated entities);
- b. Corporate by-laws (only applies to incorporated entities); and
- c. Shareholders' agreement, partnership agreement or any other similar agreement between the owners.

This filing requirement also applies where non-Canadians hold a right or an option to acquire a future ownership interest in the company. It also applies where a non-Canadian holds a beneficial interest or contractual interest to the profits of the applicant or of a corporate shareholder that the applicant declares to be Canadian.

The articles of incorporation and corporate by-laws must be submitted for *each* corporate shareholder that has a non-Canadian ownership interest. This filing requirement does not, however, apply to any corporate shareholder that the applicant declares to be non-Canadian.

(ii) Debt held or guaranteed by non-Canadians

Provide a copy of any loan or lease agreement that have been entered into by the applicant or any of its corporate shareholders with a **non-Canadian**, *other than those with an arm's length bank, financial institution, or leasing company*. This filing requirement also applies to debt that is guaranteed by a non-Canadian.

Where the applicant declares the corporate shareholder to be a non-Canadian, it does not need to file any agreements between that non-Canadian corporate shareholder and any other person.

(iii) Agreements with non-Canadians

Provide a copy of all significant agreements that have been entered into by the applicant, or any of its corporate shareholders, with a **non-Canadian**. Examples of agreements with non-Canadians that must be filed with the Agency include management, maintenance, service, charter, profit sharing, aircraft sharing, intellectual property, royalty, and senior management employment agreements.

Where the applicant declares the corporate shareholder to be a non-Canadian, it does not need to file any agreements between that non-Canadian corporate shareholder and any other person.

Other documents

1. Applicants for a scheduled international licence (other than for scheduled international services between Canada and the United States of America or the European Union) must provide evidence of being designated by the Minister of Transport as eligible to hold a scheduled international licence.
2. Financial requirements submission (if applicable)

The following must also be submitted to the Agency once received by the applicant:

3. Air Operator Certificate valid for the proposed service(s)
4. Certificate of Insurance valid for the proposed service(s)
5. Certificate of Endorsement

Section G: Authorized officer statement

An authorized officer of the applicant must ensure that:

1. The information and documentation in the application are accurate and true;
2. The applicant has not, in the past 12 months, contravened section 59 of the CTA in respect of the applied for air service [if the applicant has contravened this provision, it must provide an explanation and substantiate why the Agency should not exercise its discretionary power to refuse to issue the applied for licence(s)];
3. The applicant will not contravene section 59 of the CTA prior to the issuance of the licence; and
4. For existing licensees, that the applicant is Canadian and :
 - is incorporated under a Canadian jurisdiction
 - at least 75% of its voting interests are controlled by Canadians
 - the applicant is controlled in fact by Canadians.

The Agency may, by notice, require that a person provide verification of the contents of all or any part of a document by affidavit or by witnessed statement.

An authorized officer is considered:

- an officer of the corporation duly authorized to execute such documents under seal, if any, on behalf of the corporation, if a corporation;
- the proprietor, if a proprietorship (i.e. an individual); or
- a partner, if a partnership.

Penalties for making false or misleading statements

The CTA states the following:

173. (1) No person shall knowingly make any false or misleading statement or knowingly provide false or misleading information to the Agency or the Minister or to any person acting on behalf of the Agency or the Minister in connection with any matter under this Act.

174. Every person who contravenes a provision of this Act or a regulation or order made under this Act, other than an order made under section 47, is guilty of an offence punishable on summary conviction and liable

- a) in the case of an individual, to a fine not exceeding \$5,000; and
- b) in the case of a corporation, to a fine not exceeding \$25,000.

Section H: Filing instructions

Submit the application, along with all supporting documentation, to the Agency by either:

E-mail: licence@otc-cta.gc.ca

Fax: 819-953-5562 or 819 953-8798

- i** If your submission contains **large files** or **sensitive information** that you do not wish to send via email, please contact us at licence@otc-cta.gc.ca. We will promptly make arrangements to allow for easy electronic transmission through secured channels. All sensitive or confidential information or documents should be clearly marked as such.

A licence will only be issued once the applicant has complied with all of the requirements.

What happens next?

The Agency's performance target is to issue new licences within seven business days once the application is determined to be complete.

Getting help

Questions concerning the licensing requirements described in this guide may be addressed to one of the Team Leaders, Air Licensing and Charters Division.

Part 3 – Now that you are licensed

Section 58 of the CTA provides that a licence for the operation of an air service is not transferable.

Licensees that anticipate undergoing corporate restructuring should contact the Manager, Financial Evaluation before proceeding in order to determine the impact on their licence.

Additional requirements

The following additional **Agency** requirements must be satisfied before a licensee begins operations.

For more information concerning other Government of Canada requirements, refer to Air carrier requirements related to border services and statistical reporting.

Tariffs

A tariff sets out a carrier's fares, rates, charges and terms and conditions of carriage applicable to the air service provided and other incidental services offered.

All air carriers are required to:

- Have a tariff
- Post their terms and conditions of carriage as set out in their tariffs on their website (if the site is used to sell tickets).
- Make their tariffs available for public inspection at their business offices.
- Post signage about the public's right to inspect tariffs.

Licensees operating an international air service must file with the Agency appropriate tariffs containing fares (unless otherwise specified in a bilateral air transport agreement) and general terms and conditions of carriage that are broadly applicable to all air transportation and are not directly related to a fare. Tariffs must be in effect with the Agency prior to a carrier commencing the operation of its respective air services.

Domestic tariffs, for transportation between points in Canada, do not need to be filed.

The Agency has created sample tariffs and sample signage templates to help carriers meet their obligations.

Learn more about tariffs and related requirements. For additional information or assistance, contact the Tariffs Division: DTR-TRD@otc-cta.gc.ca

Service schedules

Air carriers are required to file a service schedule with the Agency for any scheduled international service they provide, including code-share flights. Service schedules must be filed with the Agency at least 10 days before an air carrier commences its service.

To help air carriers meet their obligations, the Agency has created a service schedule template.

Charters

A licence to operate non-scheduled international services allows licensees to operate flights between Canada and any other country subject to meeting regulatory requirements as specified in the ATR (Air Transportation Regulations).

Refer to the charter permit application guides or contact one of the Team Leaders, Air Licensing and Charters Division for details concerning various permit and notification requirements that may be necessary prior to the operation of international charter flights.

Provision of aircraft with flight crew

Refer to sections 8.2 to 8.5 of the ATR (Air Transportation Regulations) for information regarding the provision of:

- all or part of an aircraft, with a flight crew, to a licensee for the purpose of providing an air service pursuant to the licensee's licence; and
- an air service by a licensee using all or part of an aircraft, with a flight crew, provided by another person.

For more information, contact the Manager, International Agreements Division.

All-inclusive air price advertising

Persons who advertise prices for air services within or originating in Canada must comply with the rules on all-inclusive air price advertising outlined in Part V.1 of the ATR (Air Transportation Regulations).

Informing the Agency

It is the responsibility of licensees to ensure that their authorizations are kept current and reflect at all times their operations.

Licensees must notify the Agency without delay, in writing, if:

- their liability insurance coverage for the air service(s) under their licence(s) is cancelled or is altered and no longer meets the prescribed liability insurance coverage for that/those service(s);
- their operations change, which results in their liability insurance coverage no longer meeting the prescribed requirements for that/those service(s);
- a change occurs that affects, or is likely to affect, their status as a Canadian.

Licensees are required to file a renewed insurance certificate to demonstrate ongoing compliance with the insurance requirements.

Licensees should also contact the Agency if:

- they change their legal name or trade name(s);
- they anticipate a corporate restructuring;
- their contact information changes.

In cases of a change in legal name, licensees will have to request an amendment to their licence(s) to reflect the change (operating an international service under a name other than that which is on the licence is in contravention of 18(c) of the ATR (Air Transportation Regulations)).

How to contact the Agency

Canadian Transportation Agency

Ottawa, ON
K1A 0N9

Telephone:

1-888-222-2592

TTY:

1-800-669-5575

Fax:

819-997-6727

E-mail:

info@otc-cta.gc.ca

Website:

www.cta.gc.ca

Air carrier requirements related to border services and statistical reporting

Border Services requirements

Licensees must contact the Canada Border Services Agency (CBSA (Canada Border Services Agency)) regarding the obligations of transportation companies when bringing passengers or cargo to Canada.

Providing advance information

Licensees must provide advance information electronically to the CBSA (Canada Border Services Agency) about:

- all goods (whether or not company owned); and
- all passengers and crew/personnel (including crew/personnel of another air carrier).

The advance information must be provided prior to arrival, as stated in the Advance Commercial Information (ACI) and the Advance Passenger Information/Passenger Name Record (API/PNR) policies enacted under the *Reporting of Imported Goods Regulations*, the *Immigration and Refugee Protection Regulations* and the *Advance Passenger (Customs) Regulations*. More information about commercial carriers, advance commercial information and advance passenger information/passenger name records is available on the CBSA (Canada Border Services Agency) website.

Obligations under the *Immigration and Refugee Protection Act*

Licensees also have obligations under the *Immigration and Refugee Protection Act* and regulations and may be required to deposit security in order to guarantee payment of all amounts for which they may become liable. See the Guide for Transporters for more information.

When arriving at the airport

Upon arrival at the airport of entry (AOE) in Canada, the licensee must ensure that all passengers and crew on board the aircraft report to the CBSA (Canada Border Services Agency) for processing and clearance, as per the *Customs Act* and the *Immigration and Refugee Protection Act*.

For non-scheduled flights operated to Canada, in addition to the requirements stated above, the pilot or operator must also contact the CBSA (Canada Border Services Agency) office located directly at the AOE prior to arrival, to request CBSA (Canada Border Services Agency) clearance. This will ensure that Border Services Officers at the AOE are aware of the pending arrival and are available to process and clear the flight in a timely manner. For more information on requesting charter access to airports, see D2-5-1, Charter Access to Airports.

For more information, contact the CBSA (Canada Border Services Agency) at the following numbers:

Inside Canada

1-800-461-9999 (English)

1-800-959-2036 (French)

Outside Canada

204-983-3500 or 506-636-5064 (English)

204-983-3700 or 506-636-5067 (French)

Statistical reporting

Licensees providing domestic or international services touching Canada are required, under regulations stemming from section 50 of the CTA, to report certain operational data to the Government of Canada through Transport Canada's Electronic Collection of Air Transportation Statistics (ECATS (Electronic Collection of Air Transportation Statistics)) program.

To join ECATS (Electronic Collection of Air Transportation Statistics), contact the ECATS (Electronic Collection of Air Transportation Statistics) program office **30 days prior to beginning operations** to or from Canada:

Transport Canada – ECATS (Electronic Collection of Air Transportation Statistics)

Attention: Chief, Aviation Statistics

Economic Analysis (ACACE)

Place de Ville Tower C 25th floor

Ottawa, Ontario

Canada K1A 0N5

Telephone:

613-991-5835

Email:

ecats@tc.gc.ca

Forms

- [Licence Application Form For Canadian Carriers PDF](#)

⚠ Important: Your browser PDF reader may not display this form properly. To use the form, download it and open it with the free **Adobe PDF Reader**.

If you are having trouble downloading the form, you can “right-click” on the link and select “Save link as...” or “Save target as...”

Notes

- 1 Canadian, in relation to an individual, means: a citizen or permanent resident of Canada as defined in the *Immigration and Refugee Protection Act*.

Publication information

Available in multiple formats.

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2014-08-22

About us

Mandate, tools and values

Our organization

Acts and regulations

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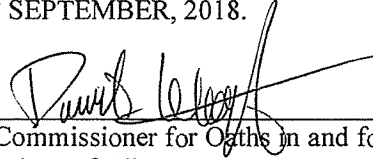
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THIS IS EXHIBIT "12" REFERRED
TO IN THE AFFIDAVIT OF
KENNETH I. MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

SECTION A—SERVICES WITH APPLICABLE CHARGES

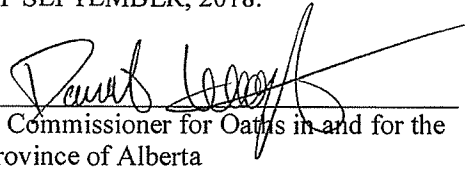
SECTION A—SERVICES WITH APPLICABLE CHARGES

Commercial Air Services

Item	Document or Preparatory Action in Respect of Which a Charge is Imposed	Charge	Service Description	Service Characteristic	Service Standards	
					Normal Days	Maximum Days
8	Issuance of an Air Operator Certificate, in respect of:					
(a)	aerial work (CAR 702).	\$2,500	Upon receipt of an application, TCCA will provide a letter detailing contacts and required information. Inspectors will thoroughly review all aspects of the proposed operations and assess the applicant's facilities and organizational structure to ensure they meet the requirements. The air operator's organization and facilities will be inspected in the context of the certification process, including interviews of prospective management personnel. Also, all company manuals and documentation will be verified to ensure compliance with the regulations and standards prior to the issuance of the Air Operator Certificate.	Requests are submitted to the applicable regional office.	60	120
(b)	air taxi operations—VFR (CAR 703).	\$2,700	Same as 8(a).	Requests are submitted to the applicable regional office.	90	120
(c)	air taxi operations—IFR (CAR 703).	\$4,700	Same as 8(a).	Requests are submitted to the applicable regional office.	90	120
(d)	commuter operations (CAR 704).	\$8,000	Same as 8(a).	Requests are submitted to the applicable regional office.	120	180
(e)	airline operations—turbine-powered aircraft having 50 or more passenger seats (CAR 705).	\$30,000	Same as 8(a).	Requests are submitted to the applicable regional office or Headquarters.	150	210
(f)	other airline operations (CAR 705).	\$20,000	Same as 8(a).	Requests are submitted to the applicable regional office or Headquarters.	150	210

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Advisory Circular (AC) No. 800-001

From [Transport Canada](#)

Safety Management System Implementation Procedures for Air Traffic Services (ATS) Operations Certificate Holders

Issuing Office:	Civil Aviation		
Activity Area:	Qualifying	Document No.:	AC 800-001
File No.:	Z 5015-11-2	Issue No.:	03
RDIMS No.:	4306161-V8	Effective Date:	2009-06-05

1.0 INTRODUCTION

1.1 Purpose

1.2 Applicability

1.3 Description of Changes

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2.3 Definitions and Abbreviations

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5.0 SAFETY MANAGEMENT SYSTEMS FRAMEWORK

6.0 THE EXEMPTION PROCESS

7.0 IMPLEMENTATION PHASES

7.1 Phase 17.2 Phase 27.3 Phase 37.4 Phase 4**8.0 GAP ANALYSIS AND PROJECT PLAN****9.0 ACCOUNTABLE EXECUTIVE****10.0 MULTIPLE CERTIFICATE HOLDERS****11.0 OPTING OUT OF THE EXEMPTION****12.0 GUIDANCE MATERIAL****13.0 CONTACT OFFICE****APPENDIX A - COMPLIANCE DOCUMENT****APPENDIX B - SAMPLE PROJECT PLAN****APPENDIX C - ACCOUNTABLE EXECUTIVE SELECTION FLOW CHART****APPENDIX D - ACCOUNTABLE EXECUTIVE SELECTION QUESTION LIST****1.0 INTRODUCTION**

This Advisory Circular (AC) is provided for information and guidance purposes. It may describe an example of an acceptable means, but not the only means, of demonstrating compliance with regulations and standards. This AC on its own does not change, create, amend or permit deviations from regulatory requirements, nor does it establish minimum standards.

1.1 Purpose

This AC has been developed with a dual purpose, the first is to provide information to Air Traffic Services (ATS) Operations Certificate Holders who are required to implement a Safety Management System (SMS) and the second is to provide information that will assist organizations with the selection and appointment of an accountable executive.

1.2 Applicability

This AC is applicable to ATS Operations Certificate Holders who are required to implement a Safety Management System in accordance with section 107.02 of the *Civil Aviation Regulations* (CARs), and to appoint an Accountable Executive in accordance with section 106.02 of the CARs.

1.3 Description of Changes

Appendix B, entitled, *Gap Analysis Form*, has been removed. It is now a Records Document and Information Management System (RDIMS 4005701) document that has undergone minor editorial changes. All other changes are minor and of an editorial nature.

2.0 REFERENCES AND REQUIREMENTS

2.1 Reference Documents

1. It is intended that the following reference materials be used in conjunction with this document:
 - a. Part I, Subpart 6 of the *Canadian Aviation Regulations* (CARs)—*Accountable Executive*;
 - b. Part I, Subpart 7 of the CARs—*Safety Management System Requirements*;
 - c. Part VIII Subpart I of the CARs—*Air Traffic Services*;
 - d. Part VIII Subpart 5 of the CARs—*Safety Management System*;
 - e. Staff Instruction (SI) SUR-001 Issue 02, 2009-02-06—*Safety Management Systems Assessment and Program Validation Procedures*;
 - f. Transport Publication (TP) 13521—*Flight 2005 – A Civil Aviation Safety Framework*; and
 - g. Transport Canada, Records Document and Information Management System (RDIMS) Document No. 4005701—*Template - SMS Assessment Protocol Framework – GAP Analysis*.
2. RDIMS documents are for internal use only.

2.2 Cancelled Documents

Not applicable.

2.3 Definitions and Abbreviations

The following definitions and abbreviations are used in this document:

- a. **Accountable Executive:** an individual appointed to be responsible by the certificate holder for operations or activities authorized under the certificate and accountable on behalf of certificate holder for meeting the requirements of the regulations (CAR 106.02).
- b. **CARs:** Canadian Aviation Regulations.
- c. **CARAC:** Canadian Aviation Regulations Advisory Council.
- d. **Office of Primary Interest (OPI):** Director, National Operations, Transport Canada (Correspondence should be directed to Director, National Operations (AARO), Transport Canada, 330 Sparks Street, Ottawa, Ontario K1A 0N8.
- e. **RDIMS:** Records Document and Information Management System.
- f. **SMS:** Safety Management System.
- g. **TCCA:** Transport Canada Civil Aviation.

3.0 BACKGROUND

1. In *Flight 2005: A Civil Aviation Safety Framework for Canada*, Transport Canada Civil Aviation (TCCA) committed to the implementation of safety management systems in civil aviation organizations. Safety management is a principal element of a sound aviation management program and a prime factor in the achievement of the goals set out in *Flight 2005*: the reduction of accidents and incidents and an increased level of public confidence in Canada's air transportation system. The aim is to improve safety through proactive management rather than reactive compliance with regulatory requirements.
2. TCCA, through the Canadian Aviation Regulations Advisory Council (CARAC), has developed a series of rule changes to introduce the regulatory requirements for SMS in civil aviation organizations. Rules affecting Air Traffic Services certificate holders in Subpart 801 have come into force in 2008. This AC will provide information for the implementation of all the proposed SMS regulations.
3. Safety management involves organizational as well as cultural change. In this regards, TCCA believes that a phased-in approach to SMS implementation is appropriate, providing a manageable series of steps for organizations to follow. Four implementation phases have been identified; each phase involves the introduction of specific SMS components and elements. Exemptions will be issued to permit the phased implementation approach.

4. It is important to remember that the implementation of SMS depends on the date the regulations come into force. The exemption and the four implementation phases are all predicated on the date of publication of the regulations. Please refer to the Regulatory Affairs website <http://www.tc.gc.ca/eng/civilaviation/regserv/affairs-menu-730.htm> or <http://www.tc.gc.ca/eng/civilaviation/standards/sms-implementation-617.htm> website for further information on when specific regulations will come into force.

4.0 NEW ENTRANTS

1. Organizations applying for an ATS operations certificate on or after the date the SMS regulations come into force must incorporate all the SMS components and elements as part of their initial application for certification. Existing certificate holders or new entrants, whose application is dated and accepted by TC prior to the date the SMS regulations come into force, will have the opportunity to utilize an exemption.
2. Post-certification audits for new entrants will be scheduled by the applicable TC Office of Primary Interest (OPI), and will include an assessment of the SMS.

5.0 SAFETY MANAGEMENT SYSTEMS FRAMEWORK

1. TC has developed an SMS framework that is outlined in Table A. The framework lists six components and corresponding elements.
2. **Table A** - This table is included for information purposes, and as a reference for Phases 1 through 4.

Table A—SMS Framework		
Component	Element	Phase
Safety Management System	Compliance Document, Gap Analysis, Project Plan	1
1. Safety Management Plan	1.1 Safety policy	2
	1.2 Non-punitive Reporting Policy	2
	1.3 Roles, Responsibilities & Employee Involvement	2
	1.4 Communication	2

Table A—SMS Framework

Component	Element	Phase
	1.5 Safety planning, Objectives and Goals	2
	1.6 Performance Measurement	2
	1.7 Management Review	2
2. Document Management	2.1 Identification and Maintenance of Applicable Regulations	2, 3, 4*
	2.2 SMS Documentation	2, 3, 4*
	2.3 Records Management	2, 3, 4*
3. Safety Oversight	3.1 Reactive Processes	2
	3.2 Proactive Processes	3
	3.3 Investigation and Analysis	2
	3.4 Risk Management	2
4. Training	4.1 Training, Awareness and Competence	2, 3, 4*
5. Quality Assurance	5.1 Quality Assurance	4
6. Emergency Preparedness	6.1 Emergency Preparedness and Response	4

Note:

** The Document Management and Training components are common to all phases and are implemented as they apply to the other components or elements in that phase.*

6.0 THE EXEMPTION PROCESS

1. Upon publication of the SMS regulations in the *Canada Gazette* Part II, TCCA will issue an exemption effectively delaying the requirement for existing Certificate holders to comply with these new rules. The exemption will provide all the information needed for organizations to determine who is affected by the SMS regulations and when they are required to comply with the stated conditions.

Note:

Refer to the Regulatory Affairs website at <http://www.tc.gc.ca/eng/civilaviation/regserv/affairs-menu-730.htm> for official copies of exemptions.

2. The exemption specifies that affected organizations must implement a SMS in accordance with the stated conditions. The implementation of the SMS requirements is divided into four phases with each phase having specific requirements as detailed below.
3. TCCA's experience with SMS implementation activities has demonstrated that cultural as well as organizational change is required to successfully implement an SMS. This takes time, resources and experience. As such, organizations are strongly advised to take full advantage of the exemption program.

7.0 IMPLEMENTATION PHASES

7.1 Phase 1

1. During this phase, and no later than the time specified by the Minister in the exemption, certificate holders are required to complete a copy of the compliance document (Appendix A) and forward it to their OPI. Completion of the compliance document satisfies the requirements of CAR 106.02(1)(c) and is an essential element of the SMS implementation process because it ensures that all affected organizations are aware of their regulatory responsibility.
2. The compliance document identifies the accountable executive and, once completed, will confirm that the individual accepts the responsibilities of their position. It also identifies the person within the organization who is responsible for implementing the SMS, and contains a statement committing the organization to implementing that system. In some organizations, the accountable executive and the person responsible for implementation of the SMS may be the same person.
3. In addition to completing the compliance document, affected organizations will:

- a. conduct a gap analysis of the organization's existing systems in comparison to the CARs SMS requirements; and
 - b. develop a project plan that clearly demonstrates to their OPI how the organization will implement their SMS based on the requirements of the exemption and the results of the gap analysis.
4. The project plan is subject to acceptance by TCCA. To be effective, the project plan must include milestones for critical items such as dates for development and submission of policies and procedures, training of staff and review by TCCA. These milestone dates are important, as principal inspectors use them to plan their implementation responsibilities and commitments. It is acknowledged that project plans will require some flexibility, TCCA may agree to any changes provided they do not permit extension beyond the time limitations of any phase. Last minute changes made to the plan may not be accommodated by TCCA due to workload or other priorities.
5. The compliance document, gap analysis and project plan shall be completed and submitted as a package within the time limitations specified in the exemption. TCCA will review the submission and provide a response within 90 days. TCCA's acceptance of the compliance document will indicate that a review of the gap analysis has been completed and agreement with the project plan.

7.2 Phase 2

During this phase, and no later than the time specified by the Minister in the exemption, certificate holders must demonstrate to the satisfaction of TCCA, that they have the following SMS components/elements documented and in place:

- a. The Safety Management Plan component (including all elements);
- b. The following elements of the Safety Oversight component:
 - i. Reactive Processes;
 - ii. Investigation and Analysis; and
 - iii. Risk Management.
- c. Training for personnel assigned duties under the SMS that are relevant to the components and elements referred to in (a) and (b).
- d. Documented policies and procedures that are relevant to the SMS components and elements referred to in (a), (b) and (c).

7.3 Phase 3

During this phase, and no later than the time specified by the Minister in the exemption, in addition to meeting the requirements of Phase 2, certificate holders must demonstrate to TCCA that they have the following elements of the Safety Oversight component documented and in place:

- a. Proactive Processes;
- b. Documented Policies and procedures that are relevant to (a); and
- c. Training for personnel assigned duties under the SMS that are relevant to (a).

7.4 Phase 4

During this phase, and no later than the time specified by the Minister in the exemption, in addition to meeting the requirements of Phases 2 and 3, certificate holders must demonstrate to the satisfaction of TCCA, that they have the following components in place:

- a. Quality Assurance;
- b. Emergency Preparedness and Response;
- c. Training for personnel assigned duties under the SMS that are relevant to the components and elements referred to in (a) and (b); and
- d. Documented policies and procedures that are relevant to the SMS components and elements referred to in (a), (b) and (c).

8.0 GAP ANALYSIS AND PROJECT PLAN

1. Phase 1 of SMS implementation requires affected organizations to conduct a gap analysis of their system(s) to determine which components and elements of a SMS are currently in place and which components or elements must be added or modified to meet the regulatory requirements. The review involves comparing the SMS requirements found in Part I & VIII of the CARs against existing certificate holders systems. Part I—General Provisions, contains several rule changes that are common to all civil aviation organizations and must be included in the analysis. Any additional SMS requirements are be found in Part VIII of the CARs.
2. This AC was developed to assist organizations in conducting their gap analysis. This AC lists all the SMS components and elements and includes criteria linked to the appropriate regulation or standard.

3. A comprehensive gap analysis form can be found in RDIMS document #4005701. The form combines the information contained in Staff Instruction (SI) SUR-001, Issue 02 Appendix B—Expectations and Scoring Criteria, as well as the applicable references to the regulations and standards for Part I and VIII. Organizations can use this format as a template to conduct their gap analysis or they can create their own provided they refer to SUR-001 Issue 02, Appendix B for the appropriate criteria for each component and element.
4. Each gap analysis question is designed for a "yes" or "no" response. A "yes" answer indicates the organization already meets the criteria for that particular SMS component or element. A "no" answer indicates that a gap exists between the stated criteria and the organization's policies, processes or procedures. If the response is "yes", the next column of the gap analysis form is used to indicate precisely where (in company documentation) the requirement is addressed. If the response is "no", the same column is used to indicate how and/or where the policy, process or procedure will be further developed to bring the organization into compliance with the requirement.
5. Once the gap analysis is complete and fully documented, the items identified as missing or deficient will form the basis of the project plan. Organizations may format their project plan to suit their individual needs, however, a spreadsheet format or MS Project type layout is recommended for ease of viewing and tracking. Each item will be reviewed to determine how the organization will create or modify policies, processes or procedures to incorporate the required SMS components and elements. Components and elements can be grouped into larger projects and assigned to project manager(s) who will oversee the development and implementation of that project. Each component, element or project should be assigned milestones including a termination date to ensure that completion does not fall outside the time limits published in the exemption. Appendix B provides a project plan example with suggested headings to assist organizations in the development of their plan.
6. Once completed, the compliance document, gap analysis and project plan must be submitted to the OPI no later than the time specified in the exemption. These documents will be reviewed in accordance with the requirements of the exemption and the applicable SMS regulations and standards.
7. Circumstances that necessitate change(s) to the project plan must be communicated as soon as possible to the assigned OPI to gain agreement and ensure timely submission of required material. Periodic progress reporting is a key component of this process.

9.0 ACCOUNTABLE EXECUTIVE

1. Coincident with the introduction of SMS regulations, organizations are also be required to appoint an accountable executive. The accountable executive is a single, identifiable person within each organization who will discharge the certificate holder's responsibilities, and in particular, lead the necessary cultural change. It is imperative that the correct person is identified as the accountable executive, and that the individual understands and accepts the roles and responsibilities associated with that position. This is not intended to be a position title without accountability.
2. Appendices C and D provide a flow chart and series of questions respectively, to assist with the selection process. The flow chart identifies several organizational structures that will lead to a corresponding accountable executive. Once this person is determined, the questions following the flow chart will confirm the selected person is the correct choice. All questions must receive a 'yes' answer for the candidate to be acceptable. Should any of the questions result in a 'no' answer, the selection process must start again with a new candidate. The organizational structures included in the Appendix are intended to cover the majority of situations that will be encountered. Should there be an organizational structure that does not result in the clear selection of an accountable executive, an appropriate candidate will be selected in consultation with TCCA. The nomination of the accountable executive will be validated during the next inspection, or safety management system validation or assessment.

Note:

Regulations requiring the appointment of an accountable executive are separate from those requiring a SMS. Information on the accountable executive is included here to offer organizations a comprehensive package for implementing their SMS and selecting their accountable executive.

10.0 MULTIPLE CERTIFICATE HOLDERS

1. Organizations holding multiple operations certificates may choose to implement a single SMS. This format is optional and will allow the SMS to be designed to accommodate the regulatory requirements of all operations certificates held by a single organization. This will ensure that the SMS will be a fully integrated system and not separate systems operating independently of each other.
2. This is not to imply that the regulatory requirements within each certificate will be combined. Each certificate must continue to comply with its regulatory requirements, however all certificates can be subject to a single SMS.

11.0 OPTING OUT OF THE EXEMPTION

1. Organizations that do not take advantage of the exemption(s) must be in full compliance with the applicable safety management regulations within 30 days of publication in the *Canada Gazette* II. Certificate holders should contact their OPI as soon as possible to ensure their program, including approved documentation, are compliant with the applicable SMS requirements. Organizations that are found to be non-compliant following an assessment will be subject to normal administrative action.
2. Due to the anticipated increase in workload expected with SMS implementation, TCCA's priority will be directed toward those organizations that utilize the exemption and phased implementation method. As such, organizations are strongly encouraged to take full advantage of the exemption.

12.0 GUIDANCE MATERIAL

TCCA has published additional guidance material to assist organizations with their SMS program. This information is available on the Transport Canada website at <http://www.tc.gc.ca/eng/civilaviation/standards/sms-menu-618.htm>.

13.0 CONTACT OFFICE

For more information, please contact the:
Chief, Aerodromes and Air Navigation (AARTA)

Phone: 613-998-9855

Fax: 613-998-7416

E-mail: CAIRS_NCR@tc.gc.ca

Suggestions for amendment to this document are invited, and should be submitted via the Transport Canada Civil Aviation Issues Reporting System (CAIRS) at the following Internet address:

<http://www.tc.gc.ca/wcms-sgcw/civilaviation/cairs-755.htm>

or by e-mail at: CAIRS_NCR@tc.gc.ca

"Original Signed by D.B. Sherritt, Dated 2009-06-05"

D.B. Sherritt
Director, Standards
Civil Aviation

APPENDIX A - COMPLIANCE DOCUMENT

(1) Part 1 of this form may be used to satisfy the notification and acceptance requirements of paragraphs 106.02(1)(b) and (c) of the CARs. Organizations required to implement a SMS will also complete Parts 2 & 3 of this form.

(2) This compliance document, or a similarly worded form, the gap analysis and project plan, must be submitted within the time specified in the exemption, to the organization's principal inspector for review.

Part 1

A flow chart and question list is included as Appendices C & D, of this guide. They can be used to assist an organization in identifying the accountable executive. The chart and questions are designed to ensure that a person, and not a position, is identified as the accountable executive.

I, _____, declare myself to be the accountable executive for
(name, position title and signature)

(name on certificate[s])

for the following certificates:

- ☐ Approved Maintenance Organization
- ☐ Air Operator
- ☐ Manufacturers
- ☐ Air Traffic Services
- ☐ Flight Training Units
- ☐ Airports

Part 2

Implementing the Safety Management System will be the responsibility of

(provide name and position title)

Part 3

As accountable executive I am committing

(company name)

to implement a Safety Management System as identified in the attached project plan.

Signed: _____

Accountable Executive

Date

In accordance with the conditions of the Exemption, the information contained on this document, the gap analysis and project plan have been reviewed. Acceptance by Transport Canada Civil Aviation (TCCA) indicates agreement with the attached project plan.

Signed:

(For Minister of Transport)

Date

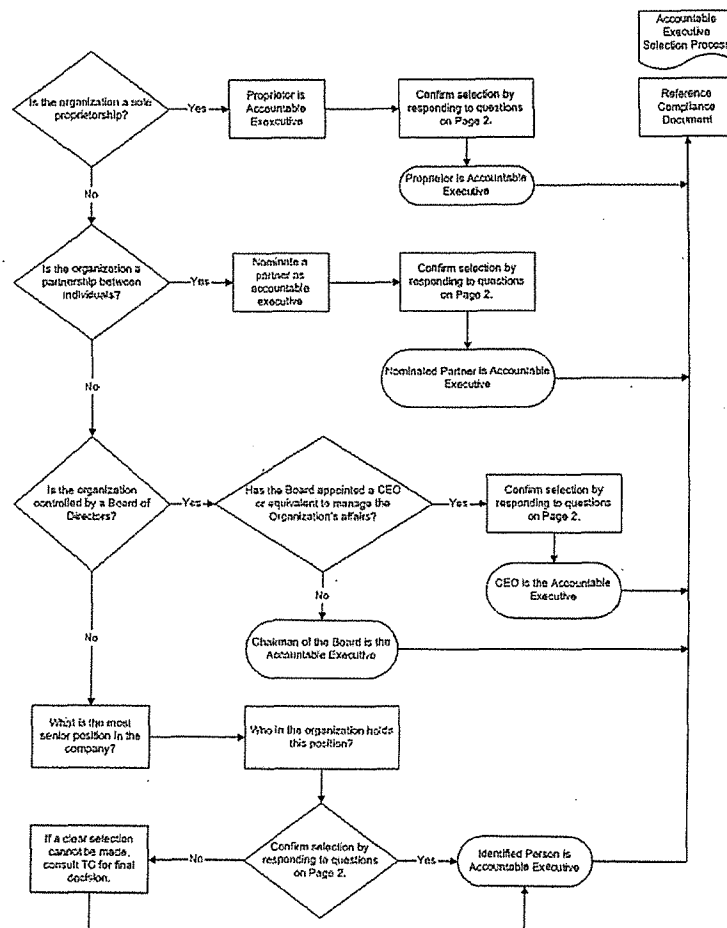
APPENDIX B—SAMPLE PROJECT PLAN

Component or Element (identified by the gap analysis)	Regulatory Reference	Due date	Project Manager	Project Status Update (recommended)	Description of Required Changes
Develop and document a safety policy that is appropriate to the size and complexity of the organization	Add applicable reference	Select a due date that will coincide with the terms of the Exemption	As assigned	Select a status update that is mid way to the due date	– develop appropriate safety policy text – amend applicable company documents – communicate policy to staff

Component or Element (identified by the gap analysis)	Regulatory Reference	Due date	Project Manager	Project Status Update (recommended)	Description of Required Changes
Ensure that the safety policy states the organization's intentions, management principles and commitment to continuous improvement	Add applicable reference	Select a due date that will coincide with the terms of the Exemption.	As assigned	Select a status update that is mid way to the due date	– develop appropriate safety policy text – amend applicable company documents – communicate policy to staff
Safety policy approved by the accountable executive	Add applicable reference	Select a due date that will coincide with the terms of the Exemption.	As assigned	Select a status update that is mid way to the due date	– accountable executive to endorse safety policy in applicable company documents
Ensure the safety policy is promoted by the accountable executive	Add applicable reference	Select a due date that will coincide with the terms of the Exemption.	As assigned	Select a status update that is mid way to the due date	– establish methods for accountable executive to promote the safety policy – amend applicable documents

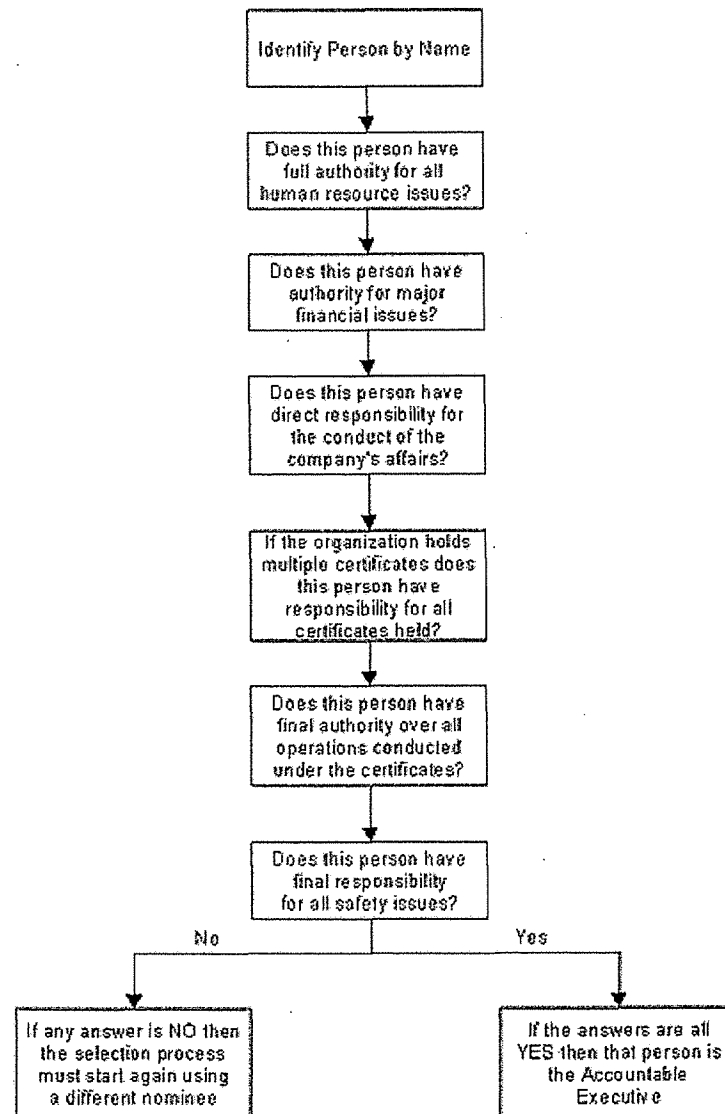
Component or Element (identified by the gap analysis)	Regulatory Reference	Due date	Project Manager	Project Status Update (recommended)	Description of Required Changes
Develop periodic review of safety policy	Add applicable reference	Select a due date that will coincide with the terms of the Exemption.	As assigned	Select a status update that is mid way to the due date	– develop procedures for periodic review – amend applicable documents

APPENDIX C - ACCOUNTABLE EXECUTIVE SELECTION FLOW CHART



Click on image to enlarge

APPENDIX D - ACCOUNTABLE EXECUTIVE SELECTION QUESTION LIST



Click on image to enlarge

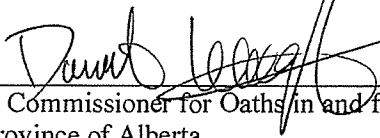


AC 800-001 - Safety Management System
Implementation Procedures for Air Traffic Services
(ATS) Operations Certificate Holders
(PDF, 295 KB)

Date modified: 2018-05-15

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SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.


A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Exhibit "14"

Following the appointment of the E&Y as Receiver on July 19th, 2018, I [Ryan Tobber] met with Neil Narfason, Duncan Macrae and Peter Chisholm from E&Y to discuss their next steps. In that discussion, I advised them that I was willing to assist them in their consideration of potential staffing changes. I also noted the complexities of such decisions associated with the regulated parts of the businesses. Ranch was not a licensed operator with the BC OGC and as such would have to consult with Predator before any personnel changes relating to change of control and the ERP. OpsMobil Inc held an AOC with Transport Canada and maintained certain designated roles to meet the regulatory requirements.

Following the discussion above later, and at the request of E&Y, a second meeting was held in the afternoon of July 19th in which I reviewed the personnel list with E&Y to provide them with the background on all the roles and the individuals filling such roles. I advised E&Y that I would be leaving the country that evening and would be back in the office the following Monday, July 23, 2018. I suggested that they should not make any personnel changes before my return as I could assist them with the process from a regulatory perspective. E&Y led me to believe that no changes would be made before July 23, 2018.

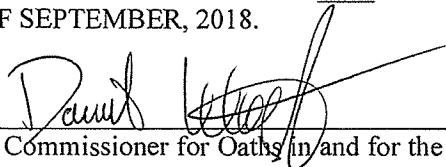
On July 20, 2018 at 09:30 am, E&Y held a conference call with the employees of OpsMobil in which they advised everyone of the appointment of the Receiver and that Matt Braaten and I were no longer involved. Following this call and throughout the afternoon E&Y terminated many of the OpsMobil staff including the Operations Manager and the Chief Pilot which are designated roles under the AOC.

At 12:29pm on July 20, 2018, Barry Holmes, the Operations Manager for the AOC, advised Transport Canada that the Receiver had been appointed and the AOC was now in a state of non compliance due to the termination of the Operations Manager and the Chief Pilot. Barry was kind enough to copy me on this email. Notwithstanding that I was the Accountable Executive, E&Y did not consult with me on their proposed course of action, including the termination of the Operations Manager and Chief Pilot. In fact, as indicated above, I was led to believe no decisions were going to be made until the following Monday.

All of the actions of the Receiver on July 20th were carried out without my knowledge or the courtesy of a "heads up" since the plan changed from my understanding with E&Y on July 19th. My access to email was also revoked and as such I was unable to receive any further notifications. In light of these events, I contacted my counsel to express my concern with the situation, and in particular, my potential exposure to myself as the Accountable Executive for the AOC and the Director and Officer of Predator who is the Licensee for the Ranch assets. Following my consultation with counsel, I determined that I should immediately resign given that the Receiver was unwilling to accept my advise or consult with me on the regulatory matters described above. I submitted my resignation at ~12:40am on Saturday, July 21, 2018.

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OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Exhibit 15

Mr. K. Mizera
Rilpa Enterprises Ltd.
Calgary, AB.
28th Aug 2018

Kim;

Re: Termination from OpsMobil:

Position terminated: Operations Manager and Person Responsible for Maintenance Control (PRMC) for OpsMobil Helicopter Operations

Terminated by: Vlad Grigore (OpsMobil) and another person in attendance on the phone representing Ernst & Young

Date and Time of Call: Friday 20th July 2018 at 11:54 Mtn Time.

Communications Log:

- ☐ I was told that my position was terminated effective immediately.
- ☐ I responded that Transport Canada would be obligated to suspend OpsMobil AOC.
- ☐ They replied that OpsMobil was no longer interested in helicopter operations
- ☐ Following that call I proceeded to (that afternoon) notify:
- ☐ Chief Pilot Jeff Elliot – who had already been notified of being terminated
- ☐ Mark Hodgson: Transport Canada Principal Operations Inspector (POI) responsible for the OpsMobil file – that OpsMobil AOC was now non-compliant with regulations being that I had been terminated. **This will be in Marks OpsMobil file.**
- ☐ OpsMobil pilot: Mark Westerlund to advise OpsMobil has 'ceased' helicopter operations.

I was not contacted by my Transport Canada designated 'Accountable Executive' regarding the termination.

- ☐ None of any of the above contacted me in writing or by email. One phone call only from Vlad/E&Y on 20th July.
- ☐ I was told I would not be paid any money owing for having provided my services – 3 months owing at \$10,000 per month plus expenses of \$970.82 and \$3,237.14
- ☐ Any attempt to renew the AOC will require my cooperation with Transport Canada and full payment of the above arrears.

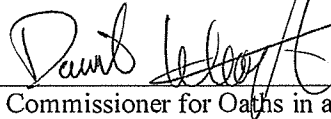
I am prepared to sign a sworn affidavit to the above.

'Barry'

9233446.8

THIS IS EXHIBIT "16" REFERRED
TO IN THE AFFIDAVIT OF
KENNETH I. MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

OpsMobil Group

2017 Restructuring Plan

Prepared for Mark Horrox, Third Eye Capital Corporation

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Forward-Looking Information Disclosure

This report has been prepared by OpsMobil Group Inc. ("The Company", "OpsMobil Group", or "Group") solely for information purposes. It is being furnished to and solely for use by prospective lenders in connection with their consideration of providing financing. This report is for the confidential use of only those persons to whom it is transmitted. By accepting this report, the recipient acknowledges that it contains information that is confidential and non-public and agrees to keep confidential all of the information contained herein and not to copy or transmit, disclose or make available to any person, other than its professional advisors, this report or any information contained herein. By accepting this report, the recipient agrees to immediately return this report to the Company together with all notes, memorandums or work-papers relating thereto should the recipient decide that it no longer has an interest in financing the Company or should the Company at any time in its sole discretion request the return of this report.

The information contained herein has been prepared to assist prospective lenders in making their own evaluation of the Company and does not purport to contain all of the information that a prospective lender may desire. Neither the receipt of this report by any person nor any information contained herein or supplied herewith or subsequently communicated to any person in connection with a proposed financing of the Company is or is to be taken as constituting the giving of investment advice to any such person. Prospective lenders interested in financing the Company should make an independent assessment of the merits of pursuing a possible financing of the Company and consider the advice of their financial, legal, accounting, tax and other advisors and such other factors that they consider appropriate in determining whether to finance the Company.

Nothing contained in this report is, or should be relied upon as, a promise or representation as to the future. Any targets or estimates contained herein have been prepared by the management of the Company and reflect their current judgment as to the most probable financial and operational performance of the Company over the relevant period. Such targets and estimates are subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond the control of the Company. Accordingly, there can be no assurance that any such targets or estimates will be realized. In considering the prior-performance information contained herein, prospective parties who are interested in financing the Company should bear in mind that past performance is not necessarily indicative of future results, and there can be no assurance that the Company will achieve comparable results or that targeted returns will be met.

Certain information contained herein is based on, or derived from, information provided by independent third-party sources. The Company believes that such information is accurate and that the sources from which it has been obtained are reliable. The Company cannot guarantee the accuracy of such information and has not independently verified the assumptions on which such information is based. Neither the Company nor any of its affiliates assumes any responsibility for the accuracy or completeness of such information.

This investor report contains "forward-looking statements" – that is, statements related to future, not past, events. In this context, forward-looking statements often address expected future business and financial performance and financial conditions, and often contain words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "see," or "will." Forward-looking statements by their nature address matters that are, to different degrees, uncertain.

EXECUTIVE SUMMARY

The OpsMobil Group of Companies is an energy services platform that is focused on the "production phase" of the oil & gas development life cycle. The Group is unique in its skill sets, competency, and track record thus enabling the organization to elevate the level of service to a "turn key" operations model - Asset Management. This service model provides significant cost reductions to E&P clients through a strong vertical integration of the production supply chain.

OpsMobil has been awarded a material asset management contract from an affiliated company, also financed by a common lender of OpsMobil; Ranch Energy Corporation. The scale of this contract solidifies the Asset Management model within the industry and has already increased the sales pipeline for OpsMobil. The recent oil & gas asset acquisition by Ranch provides significant collateral coverage for OpsMobil's lender, Third Eye Capital, through the common shareholder affiliation.

The Ranch asset transaction, coupled with the Asset Management contract to OpsMobil, has positioned the company to realize significant growth going forward. The management of the Group is now focused on restructuring the balance sheet/s of the group through a sale of non core assets, joint venture partnerships, and a debt refinance in order to pay out the first secured lender Third Eye Capital (TEC). The Group will pursue all of these opportunities in parallel as to insure the highest probability of success and the earliest possible payout of the secured lender.

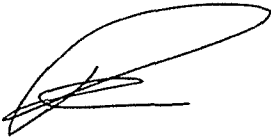
The key components of the restructuring plan are as follows:

1. Secure a working interest partner to participate in the completion of standing shale gas wells in the Wildboy field. The completion of the wells will provide significant production to Ranch Energy which will improve the OGC Liability Management Ratio (LMR) resulting in a license transfer without a security requirement. The working interest partner would be responsible to provide 100% of the capital to complete the wells which would result in a material project contract to OpsMobil.
2. Complete a restructuring of the aviation related business. The process will involve multiple components including but not limited to; sale-leaseback of the assets, merger/sale of the aviation business and contracts, shutdown of aviation business with an orderly liquidation of the assets.

3. Sell a significant working interest in the Cordova Shale gas property and the Wildboy gas processing plant. In the pursuit of option 1, Management will also seek a long-term partner to develop the Cordova shale assets. The transaction would utilize a structure similar to previous deals in the sector which would include an upfront participation payment and a long term capital commitment. The upfront participation payment would be used to pay down debt provided by Third Eye Capital.

The vision of OpsMobil was to become the leading provider of outsourced production operations services throughout North America. OpsMobil has managed to survive the market downturn experienced over the last few years, as well as concurrently transformed the business model with the capability to offer a compelling value proposition to a struggling Oil & Gas sector. The management team is very confident that the Group will be able to complete all of the restructuring initiatives resulting a complete payout of all the credit facilities provided by Third Eye Capital before the end of 2017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Tobber', with a large, sweeping loop at the end.

Ryan Tobber
President & CEO
OpsMobil Group Inc
Ranch Energy Corporation

BUSINESS DESCRIPTION

Headquartered in Calgary, Alberta in Canada, OpsMobil Group Inc. ("OpsMobil Group", "the Group", "the Company", or "OpsMobil") is a holding company comprising of three operating segments in the energy services, aviation and construction industries. The Company operates mainly in the oil and gas producing regions of the Western Canada Sedimentary Basin, where it has strategically placed satellite offices and hangars to service its growing customer base. The balance of its revenues derives from municipal and forestry contracts. OpsMobil Energy Services USA is a new subsidiary based in Grapevine, Texas with a mandate to explore the Group's expansion into the United States.

Brief History

OpsMobil Group's aviation history can be traced from a small fleet of four aircraft and nine employees, providing aerial surveillance more than 30 years ago. Under Nabors Drilling and later Gemini Helicopters, the Company provided aerial support to major diamond and gold mine exploration projects in the Yukon, Northwest Territories and Alaska. Meanwhile, the Company's construction and oilfield services operated under the Sureus banner headed by the Group's current President and CEO.

The Company recently completed the amalgamation and rebranding of OpsMobil Inc., Gemini Helicopters Inc., Lynn's Helicopter Leasing Ltd., and 810807 Alberta Ltd. into OpsMobil Group Inc. In 2016, the Group reorganized itself into three operating subsidiaries with distinct operational expertise as described below.

Operating Segment	Description
<i>Energy Services</i>	This division is responsible for aviation-based and non-aviation based energy service lines, this segment categorizes its revenue into Pilot operations, Rotary wing Surveillance, Fixed wing Surveillance, Personnel Staffing, Oilfield Maintenance, and Asset Management.
<i>Aviation</i>	<i>OpsMobil Inc.</i> is a federally-regulated entity responsible for aircraft maintenance operations, fuel and ground support, light and intermediate charter services, and aerial applications services.
<i>Construction</i>	Established mid-2016, the construction division is able to provide turnkey above-ground and underground pipeline construction, as well as large and small pilings and foundations work.

SITUATIONAL ANALYSIS**Annual Financial Performance**

The following table presents a summary of the combined Group financials for the past three years:

<u>Selected Financial Data</u>	<u>2016A</u> <i>Unaudited</i>	<u>2015A</u>	<u>2014A</u>
Gross Margin	24%	24%	36%
EBITDA Margin	-17%	-13%	4%
Net Profit Margin	-44%	-31%	-9%
Interest Coverage Ratio	-1.71	-4.41	1.11
Working Capital Ratio	0.38	0.49	0.93
Days Sales Outstanding	70 days	79 days	41 days
Capitalization Ratio	1.59	1.12	0.71
Security base over Total bank debt	0.84	2.57	1.95

Discussion:

1. *Profitability* - A downward trend in the Company's profitability becomes apparent around the time global oil prices faced a steep downward pressure in 2014. Since then, the Company underwent a series of reorganization activities through amalgamation and rebranding, changes in management and ownership, but has not been successful in turning a profit.
2. *Interest Coverage Ratio* - 2015 shows a negative 4.41x interest coverage ratio as the Company's direct cost of sales did not decrease proportionally to the 15% revenue decline, while overhead costs remained relatively flat. The following year, however, showed an improvement in the Group's interest coverage ratio, though this is mainly due to the higher interest expense.
3. *Working Capital Ratio* - The Group's combined Current assets balance could cover 93% of its combined Current liabilities in 2014, though this drops to 49% and 38% in 2015 and 2016.
4. *Days Sales Outstanding (DSO)* - The steep upward trend in the Group's DSO supports the unfavourable working capital trend. The adverse market conditions that continued into 2015 may have forced E&P customers to impose longer payment terms on its vendor payables. In addition,

the Company could have also relaxed its customer credit terms to boost sales.

5. *Capital Structure* - OpsMobil's combined capitalization ratio is 71% in 2014, which classifies it as a highly-leveraged company by general standards. With the negative EBITDA in 2015 and 2016 and the high-interest distressed debt load, compounding net losses year after year resulted in a large, negative shareholders' equity.
6. *Security basis on callable loans* - The Company experienced a significant increase in its security base over callable loan ratio in 2015 due to its refinancing efforts with the distressed debt lender. However, the ratio subsequently decreased to 0.84x due to further net losses, forbearances and revolving loan drawdowns. Due to its financial position, the Company was unable to make significant growth-oriented capital investment on its fleet.

Quarterly Performance (in thousands of Canadian dollars)

The following shows selected financial results comparing Q1 2016 and Q1 2017. Note that a great portion of OpsMobil's business is seasonal, and there is typically fewer activities during the first two months of the calendar year.

<u>Item</u>	<u>Q1 2017</u>	<u>Q1 2016</u>	<u>Discussion</u>
Revenues	\$4,892	\$4,542	Modest growth in revenues due to new services lines
Gross Margin	\$1,465	\$1,146	Slight increase in gross margin
Overheads	\$2,835	\$3,811	Positive trend due to the downsizing and cost control initiatives
EBITDAR	(\$1,369)	(\$2,665)	EBITDAR ¹ shows improvement vs. the same period last year
Restructuring / Onerous	\$1,123	\$327.0	Significant costs incurred in 1Q17 due to current financial position
EBITDA	(\$2,492)	(\$2,992)	

¹ EBITDAR is EBITDA before unutilized leases, onerous contracts, forbearance expenses and restructuring costs.

Operational Issues

The Group's financial position has brought upon or is reflective of the following business challenges:

<i>Issue</i>	<i>Implications</i>
<i>Forbearance standing, Cash sweeps, Depleting cash reserves</i>	Since entering into forbearance, the Company has had minimal control over its bank accounts. At the same time, the senior lender requires a lump sum daily cash sweep whenever deposits are available to cover interest expense, lender fees and some repayment of principal. This has prevented the Company to freely allocate its cash flow from operations to key vendor accounts, securing potential contracts, and other cash obligations.
<i>Depleted aircraft maintenance reserve, Reduced capacity, Logistical constraints</i>	The Company's ability to perform maintenance capital expenditures on its fleet has proven difficult due to its financial position. This led to the gradual reduction of available or serviceable aircraft for its daily operations. A smaller pool of available aircraft prevents the Company from taking on additional work and creating greater logistical challenges.
<i>Lost contracts</i>	Depleted cash reserves, the inability to pay vendors on time, and the lack of available aircraft has led customers to cancel some contracts.
<i>Lack of a robust and timely accounting system</i>	The Company's current accounting system fails to produce reliable and timely financial reports and lacks the flexibility to integrate with other business intelligence software. The Accounting team has relied on utilizing Microsoft Excel in producing its internal and external financial reports.
<i>Lack of working capital</i>	As the Company engage into new service lines, grow its revenue base and enter into more complex servicing contracts, it will need a sizeable working capital with flexible terms, and an overall purchasing strategy to properly manage its customer and supplier relationships, and manage its cash.

ASSET MANAGEMENT: NEW OPERATING FRAMEWORK

OpsMobil Group is currently at the cusp of realizing the current leadership's vision of growing its vertically-integrated, full-service service offering it aptly calls *Asset Management*. Rather than offering charter, surveillance, construction, oilfield maintenance and personnel staffing in piecemeal to its energy producers, OpsMobil can take-over a group of producing assets either as the primary contractor for a flat monthly fee, or a strategic partner in charge of all operational matters.

Project Pipeline

OpsMobil's combined operational capabilities and proven execution of existing Asset Management contracts has attracted several E&P players as illustrated below. OpsMobil has elevated its market profile as a solutions-based asset manager that bills a predictable amount per month.

Engagement	Assets	Est. Start Date	Annual Incremental Revenue
As the General Contractor of Ranch Energy	Predator Wildboy and NEBC Muskwa capital project enerPlus NEBC assets	Apr 2017 Sep 2017 Jan 2018	\$14.5 million \$15 million \$ 5 million
JV with Niven Fischer	Bellshill Norman Wells	Sep 2017 Feb 2017	\$30 million \$40 million
JV with KOGAS	Horn River	Jan 2018	\$14.5 million
JV with Chevron	Duvernay formation	Oct 2017	\$ 6 million
Total annual incremental revenue potential by Q3 2018			\$125 million

DISCUSSION OF STRATEGIC ALTERNATIVES

As demonstrated above, OpsMobil Group has experienced three years of subsequent net losses, and as such has relied extensively on distressed loan financing to maintain its operations. Several strategic alternatives are actively being pursued that addresses both the Company's top-line growth and profitability.

Alternative #1 - Prime Contractor to Ranch Energy Corporation

The key to OpsMobil's short-term top-line growth is through its favourable position as the primary contractor to Ranch Energy Corporation ("Ranch Energy" or simply "Ranch"), a new oil and gas producer with an output range of 6,500 to 8,300 boe/day. Ranch positions itself separate from the traditional E&P company, since its operational mandates are to optimize, blowdown and subsequently retire existing producing wells. Ranch will engage in minimal exploratory activities, which will only be conducted through joint ventures. The Company projects this strategy will contribute \$29.4 million in incremental revenue in the next twelve months.

Opex on Existing wells with Capex/ARO spend

As the prime contractor to Ranch, OpsMobil Group will provide all personnel and equipment and execute all daily production and optimization work on Ranch's production assets. Ranch Energy will also leverage the Group's existing management and administration, virtually eliminating Ranch's need for additional overhead. Group, in turn, would be able to charge Ranch reasonable management fees per month. Accounting for Ranch's first group of assets, specifically its *Wildboy* and *NEBC* gas production, the Company expects to earn \$900,000 to \$1.2 million in incremental Asset management revenue per month. This is in addition to overhead cost recoveries through management fees.

Muskwa joint venture Capital Project

Ranch has an opportunity to enter into a joint venture to develop several wells in the Muskwa Formation. The additional wells will increase Ranch's production by 2,500 boe per day once completed. If approved, the development project is estimated to take 8 months from August 2017 to March 2018, and expected to provide OpsMobil with up to \$15 million in additional work.

Through OpsMobil's proven *Asset Management* operational framework and after a short learning period, the Company will focus on optimized and cost effective execution strategies with a goal of lower overall operating cost for both OpsMobil and Ranch. Operational successes will be applied to subsequent Ranch assets and Asset management contracts.

Alternative #2 - Aviation Group Restructuring

With the energy market downturn entering its fourth year and the entry of several players specially in aerial surveillance, OpsMobil's aviation activities no longer sees the level of revenue it previously commanded. In addition, several aircraft lessors have taken advantage of the Company's current financial position by imposing flight hour minimums making these leases essentially onerous. Composed

of Pilot operating, RW & FW Surveillance, Charter, Aerial Applications, Aircraft maintenance, Hangars and Fuel support, the Aviation Group has a combined loss of \$1.26 million in the first four months of 2017 as illustrated below.

<u>\$000s CAD</u>	<u>Pilot Ops</u>	<u>Surveillance</u>	<u>Charter</u>	<u>Aerial Spray</u>	<u>Cost Centres</u>	<u>Total</u>
Revenue	1,447	1,652	470	0	24	3,592
Cost of Sales	1,211	1,042	552	15	359	3,180
Overhead	147	376	335	25	784	1,667
EBITDAR	89	233	-418	-40	-1,119	-1,255

OpsMobil is considering two mutually exclusive strategies to address its underperformance in all aviation-related activities.

The first option is two-pronged and focused on reorganization. First, OpsMobil will refinance the fleet through a sale and leaseback transaction with an equipment lender. Second, the Company plans to consolidate all aviation-related activities.

The aircraft sale-leaseback strategy addresses the onerous aircraft leases and all aircraft availability issues previously mentioned as the new lessor entity will be responsible for financing all necessary aircraft overhauls. In return, OpsMobil will enter into long-term leases at reasonable rates and give the lessor the *right of first refusal* on any new leasing opportunities. The proceeds from the sale of 30 aircraft or approximately \$7.5 million will be used to directly pay down the Company's high-interest forbearance and senior loans. The Company projects any interest cost savings from paying down debt will be offset by an equal increase in external leases.

The second part of this strategy involves consolidating all operational and administrative functions in all aviation-related activities under one operations manager. Pilot headcount on all charter, surveillance and pilot operating jobs will depend on average flight time per day, and overheads will be reduced by at least 30%.

Alternative #3 - Aviation Group Shutdown

OpsMobil Group is also exploring the option to shut down its aviation business entirely. On an annualized basis, this option provides \$4.06 million in yearly overhead cost savings before any severance or other

restructuring charges. In addition, the subsequent aircraft sale will be used to pay down debt and allow the company to save about \$800,000 in interest cost per year. Any cost savings will be offset by net revenue lost from shutting down Aviation, which is estimated to be \$1.5 million per year. Total incremental cost savings from shutting down Aviation is \$3.36 million per year, on a normalized basis.

Below are two minor aviation-related alternatives that can be pursued regardless of the Aviation strategy the Company picks.

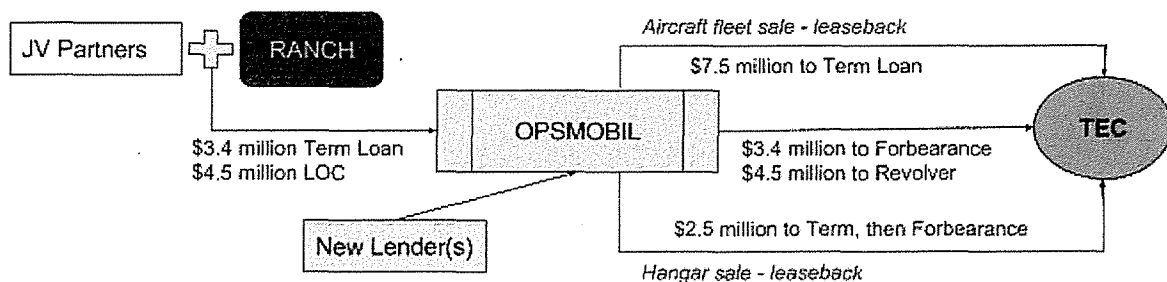
Minor Alternative #1 - "Roch Carve Out"

The OpsMobil-owned hangar facilities in Grande Prairie and High Level in addition of some personnel stationed in the area are being considered in a possible sale to Roch Dallaire, a shareholder in OpsMobil. The purchase price has not been determined, however, monthly overhead cost savings is estimated at \$41,500 or \$498,000 per year.

Minor Alternative #2 - Hangar Sale-Leaseback

OpsMobil is also considering the sale of the Whitecourt facility, which currently houses most aircraft maintenance activities and some Surveillance personnel and equipment. With an Aviation restructuring plan, the Company expects to sell the facility at \$2.5 million and leaseback one of three buildings at no more than \$9,000 per month. However, if the Company opts to shut down Aviation, it will no longer need to lease back any hangar facilities. This may decrease the expected sales price.

DEBT REPAYMENT and RECAPITALIZATION PLAN



As illustrated above and as reflected in the financial statement projections, OpsMobil will commit to an aggressive debt repayment plan in conjunction with the sale of majority of its aircraft assets. Ten million dollars will come directly from asset sale proceeds. This is in addition to a \$7.9 million advance from

Ranch Energy, from which \$3.4 million will be used to pay up the balance of the Forbearance loan, and \$4.5 million to purchase the Revolver loan dollar-for-dollar from Third Eye Capital.

Third Eye Capital Exposure

The following table illustrates the impact of OpsMobil's debt repayment plan on ThirdEye Capital's loan exposure over time.

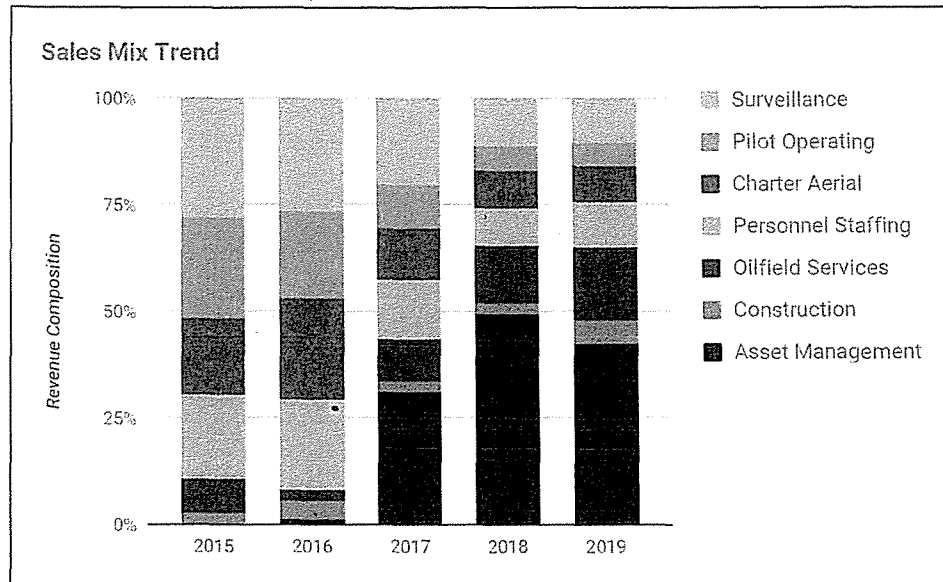
	2016AU²	2017E	2018E	2019E
<i>TEC Forbearance</i>	5,649,254	0	0	0
<i>TEC Revolver</i>	4,516,556	5,640,428	0	0
<i>TEC Term</i>	9,217,696	0	0	0
<i>REC Line of Credit</i>	0	3,607,642	1,433,930	0
<i>[New Lender] Term</i>	0	11,800,786	9,410,215	7,019,645
<i>Equipment Loans</i>	5,941,980	5,941,980	5,941,980	4,496,197
<i>Related Party Claims and Other</i>	3,344,239	3,260,424	3,172,759	3,081,066
Total Debt	28,669,725	30,251,260	19,958,884	14,596,908
<i>Total TEC Loan Values</i>	19,383,506	5,640,428	0	0
<i>Total Equipment Loans</i>	5,941,980	5,941,980	5,941,980	4,496,197
<i>Total Assets</i>	24,970,006	20,880,025	16,315,290	20,234,235
ThirdEye Loan-to-Asset Ratio	101.87%	37.76%	0.00%	0.00%

² A means actual, AU means actuals are unaudited, and E means expected.

FINANCIAL PROJECTION

Sales Mix

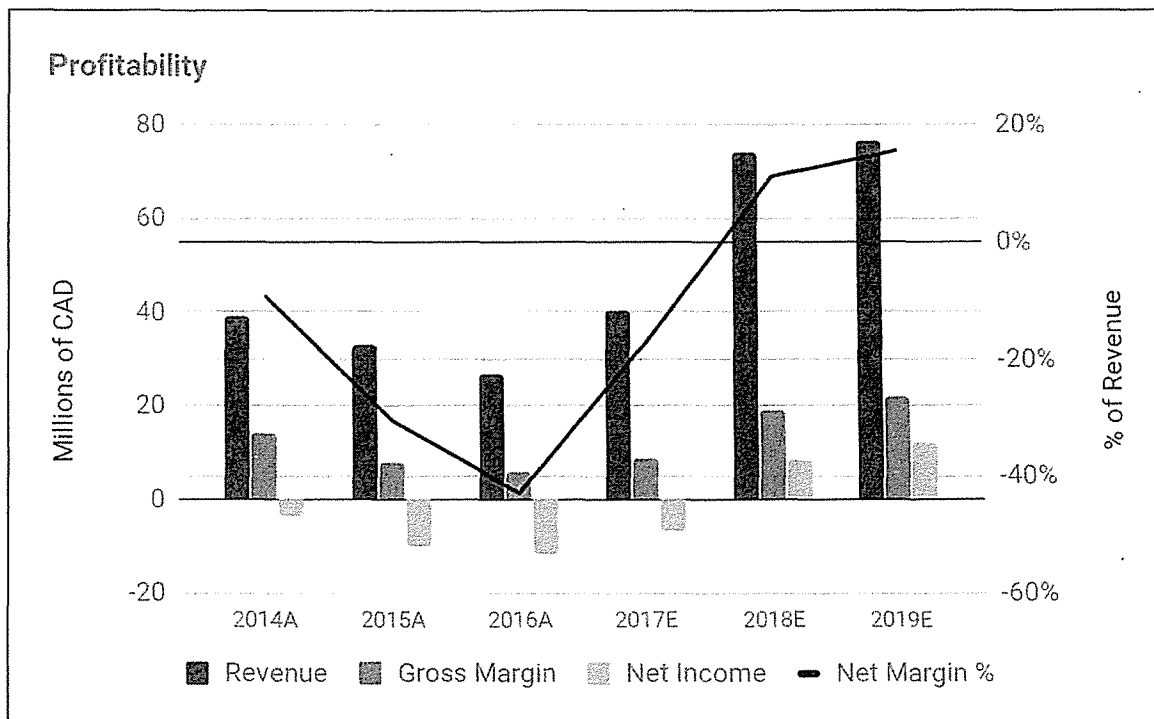
OpsMobil sees itself less reliant on its traditional aviation-related revenue sources in the coming years as it completes its transformation into a solutions-focused asset manager.



Profitability

Several improvements in OpsMobil Group's profitability and financial position are expected to materialize in the next two years as the Company takes on Ranch as a new customer, grow its revenue base, consolidate all its aviation-related departments, control its overhead costs, and wind down its debt load as shown in the following figures.

With the entry of Ranch as a new customer, the Company's *Asset Management* model is expected to gain significant traction as it takes on similar projects. As revenues increase, EBITDA is expected to increase exponentially as the Company continues to monitor its costs.



Through the long-term service contract with Ranch, OpsMobil Group will experience immediate revenue growth of \$900,000 to \$1.2 million per month, which is significant given the Company's current size. Beginning in the third quarter of this year, OpsMobil will also take on the lead role in the \$15 million plan to develop several wells in the Muskwa Formation for Ranch. The Company also expects to experience significant growth in *Oilfield Services* and *Personnel Staffing* as it plans to replicate its successes in Estevan into two more growth regions in Alberta. Finally, OpsMobil's other service lines are also expected to experience modest growth as the energy markets find some price stability.

Incremental cost savings from restructuring and consolidating all aviation-related activities will come mostly from reducing headcount, centralizing operations and interest cost savings from the \$13.4 million repayment of high interest debt. OpsMobil is committed in reducing overhead salaries by 30% starting this September, and centralizing aviation-related operations into two hangars instead of six.

Metrics

As the Company's profitability improves, so does its ability to generate cash and pay down its debt. Despite making large debt repayments from the sale and leaseback transaction proceeds, the Company's interest coverage ratio will still be below 1.0 in 2017, but is expected to significantly improve the year after. DSO is projected to shorten by 20 days in 2017 as the long-term contract for Ranch includes Net

30 credit terms. OpsMobil Group's future Asset management contracts are expected to follow similar cash collection trends. Finally, as its revenue base grows the Company expects to strengthen its buying power, which could translate in more favourable payables payment terms with its vendors. Improvement in working capital frees up more cash for debt repayment or capital investment.

Ratio Analysis Summary	2016AU	2017E	2018E	2019E
<i>Interest Coverage</i>	-1.71	-0.57	4.83	9.15
<i>Days Sales Outstanding</i>	70	49	30	30
<i>Working Capital</i>	0.38	0.86	1.13	1.77
<i>Debt-to-Total Capital</i>	1.59	2.26	1.80	1.07

The Company's capital structure as measured by the Total Debt to Total Capital ratio shows a sharp increase in 2017 as OpsMobil offloads majority of its aviation assets from its Balance Sheet and focuses on cost control, profitability, cash accumulation and debt repayment. By 2019, the Company is expected to achieve lower overall debt load relative to its size.

CONCLUSION

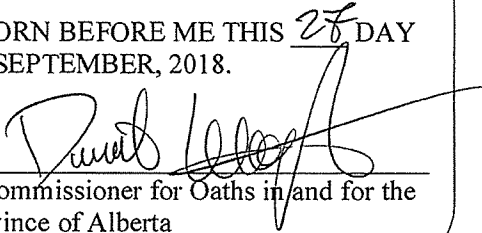
OpsMobil Group and its operating segments are all viable businesses with an established customer base, although its current financial position due to prolonged adverse market conditions has created difficult operational challenges. Several recent developments have created opportunities for the Company to solidify its vision of providing complete *Asset Management* solutions, and exponentially increase its revenue and ability to generate cash. To solidify the Group's profitability, however, also requires significant cost reductions, and a laser focus on debt repayment.

The Company is committed to completely overhaul all its aviation-related activities, by consolidating management and hangar operations. Undergoing a sale-leaseback transaction on its aircraft and hangar assets, the Company can free up working capital, which will directly be used for debt repayment. Significant cost savings are expected from Aviation consolidation and debt repayment.

By the second year, OpsMobil expects to have completed its transition into a complete asset manager, and solidify its market position as a reliable option in managing maturing production assets that can operate profitability in a low commodity price environment.

THIS IS EXHIBIT "17" REFERRED
TO IN THE AFFIDAVIT OF
KENNETH I. MIZERA

SWORN BEFORE ME THIS 28 DAY
OF SEPTEMBER, 2018.


A Commissioner for Oaths in and for the
Province of Alberta

Subject: FW: Airborne Energy Solutions Inc.

Date: 8/9/2018 4:12 PM

From: "Kruger, Josef G. A." <JKruger@blg.com>

To: "David LeGeyt" <dlegeyt@bdplaw.com>

"Neil Narfason" <neil.narfason@ca.ey.com>, "Duncan MacRae
(duncan.macrae@ca.ey.com)" <duncan.macrae@ca.ey.com>, "Gurofsky, Robyn"
<RGurofsky@blg.com>, "Joseph Reynaud" <JReynaud@stikeman.com>

David, I spoke to Neil. Duncan is pulling together the info re these trust claims by CRA, which I understand will show that there is sufficient money to pay the CRA. Should get it to you in an hour or so, and hopefully it should be sufficient to calm Jill down.

Josef G.A. Kruger, Q.C.

Partner

T 403.232.9563 | F 403.266.1395 | JKruger@blg.com

Centennial Place, East Tower, 1900, 520 – 3rd Ave S W, Calgary, AB, Canada T2P 0R3

Borden Ladner Gervais LLP | It begins with service

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From: Medhurst, Jill [<mailto:Jill.Medhurst@justice.gc.ca>]

Sent: August-09-18 3:52 PM

To: 'Lindsey Hackman' <lhackman@bdplaw.com>; 'Tom.cumming@gowlingwlg.com' <Tom.cumming@gowlingwlg.com>; 'caireen.hanert@gowlingwlg.com' <caireen.hanert@gowlingwlg.com>; 'anthony.mersich@gowlingwlg.com' <anthony.mersich@gowlingwlg.com>; 'ryan.zahara@blakes.com' <ryan.zahara@blakes.com>; 'chris.nyberg@blakes.com' <chris.nyberg@blakes.com>; 'dprice@stikeman.com' <dprice@stikeman.com>; 'jreynaud@stikeman.com' <jreynaud@stikeman.com>; 'gmartel@stikeman.com' <gmartel@stikeman.com>; 'nicholsonc@jssbarristers.ca' <nicholsonc@jssbarristers.ca>; 'neil.narfason@ca.ey.com' <neil.narfason@ca.ey.com>; 'peter.chisholm@ca.ey.com' <peter.chisholm@ca.ey.com>; 'Duncan.MacRae@ca.ey.com' <Duncan.MacRae@ca.ey.com>; 'meyerk@bennettjones.com' <meyerk@bennettjones.com>; 'TRA.Revenue@gov.ab.ca' <TRA.Revenue@gov.ab.ca>; 'KimM@rilpa.com' <KimM@rilpa.com>; 'Anna9093@cwbnationalleasing.com' <Anna9093@cwbnationalleasing.com>; 'TMalden@atb.com' <TMalden@atb.com>; 'gary.patrick@brittaniaindustries.com' <gary.patrick@brittaniaindustries.com>; 'Skolber@bullmoosecapital.ca' <Skolber@bullmoosecapital.ca>; 'Belinda.Ho@nabors.com' <Belinda.Ho@nabors.com>; 'MLederman@ecncapitalcorp.com' <MLederman@ecncapitalcorp.com>; 'lon.Lazar@jplease.com' <lon.Lazar@jplease.com>; 'Darryl.Sherwood@meridianonecap.ca' <Darryl.Sherwood@meridianonecap.ca>; 'dallaireroch45@gmail.com' <dallaireroch45@gmail.com>; 'chars@valentinevolvo.com' <chars@valentinevolvo.com>; 'Lawrence.LEE@bdc.ca' <Lawrence.LEE@bdc.ca>;

'aaron.welsh@goc.bc.ca' <aaron.welsh@goc.bc.ca>; 'dm@gocip.com' <dm@gocip.com>;
 'juri.rastovski@calmont.ca' <juri.rastovski@calmont.ca>; 'ksetrakov@wbalaw.ca' <ksetrakov@wbalaw.ca>;
 'office@patchdrive.com' <office@patchdrive.com>; 'cdayan@millerthomson.com'
 <cdayan@millerthomson.com>; 'RAvery@bmlp.ca' <RAvery@bmlp.ca>; 'heather.telasky@prairiesky.com'
 <heather.telasky@prairiesky.com>; Kruger, Josef G. A. <JKruger@blg.com>; Gurofsky, Robyn
 <RGurofsky@blg.com>; 'crobb@robbevenson.com' <crobb@robbevenson.com>; 'epaplawski@osler.com'
 <epaplawski@osler.com>; 'rvandemosselaer@osler.com' <rvandemosselaer@osler.com>; 'skingsbury@jmp-
 legal.com' <skingsbury@jmp-legal.com>; 'rtobber@ibsmm.ca' <rtobber@ibsmm.ca>;
 'ryan.tobber@predbc.ca' <ryan.tobber@predbc.ca>; 'pkyriakakis@mccarthy.ca' <pkyriakakis@mccarthy.ca>;
 'doug.schweitzer@dentons.com' <doug.schweitzer@dentons.com>; 'jsheward@brownleelaw.com'
 <jsheward@brownleelaw.com>
Cc: David LeGeyt <dlegeyt@bdplaw.com>; Ashton Butler <abutler@bdplaw.com>;
 'CommercialCoordinator.QBCalgary@albertacourts.ca'
 <CommercialCoordinator.QBCalgary@albertacourts.ca>; Tychkowsky, Julie <Julie.Tychkowsky@justice.gc.ca>
Subject: RE: Airborne Energy Solutions Inc.

Hi Dave,

I have just come back from holidays and I see that you are bringing an application tomorrow before Justice Romaine asserting a constructive trust over the assets of the above insolvent companies. CRA has large priority claims that have attached to these assets, so I will be seeking an adjournment of tomorrow's application, until I can review all of the affidavits. I may need to cross-examine on the affidavits as well.

Please call me.

Jill

(403)299-3985

From: Lindsey Hackman [<mailto:lhackman@bdplaw.com>]
Sent: Friday, August 03, 2018 2:35 PM
To: 'Tom.cumming@gowlingwlg.com' <Tom.cumming@gowlingwlg.com>; 'caireen.hanert@gowlingwlg.com' <caireen.hanert@gowlingwlg.com>; 'anthony.mersich@gowlingwlg.com' <anthony.mersich@gowlingwlg.com>; 'ryan.zahara@blakes.com' <ryan.zahara@blakes.com>; 'chris.nyberg@blakes.com' <chris.nyberg@blakes.com>; 'dprice@stikeman.com' <dprice@stikeman.com>; 'jreynaud@stikeman.com' <jreynaud@stikeman.com>; 'gmartel@stikeman.com' <gmartel@stikeman.com>; 'nicholsonc@jssbarristers.ca' <nicholsonc@jssbarristers.ca>; 'neil.narfason@ca.ey.com' <neil.narfason@ca.ey.com>; 'peter.chisholm@ca.ey.com' <peter.chisholm@ca.ey.com>; 'Duncan.MacRae@ca.ey.com' <Duncan.MacRae@ca.ey.com>; 'meyerk@bennettjones.com' <meyerk@bennettjones.com>; 'TRA.Revenue@gov.ab.ca' <TRA.Revenue@gov.ab.ca>; 'KimM@rilpa.com' <KimM@rilpa.com>; Medhurst, Jill <Jill.Medhurst@justice.gc.ca>; 'Anna9093@cwbnationalleasing.com' <Anna9093@cwbnationalleasing.com>; 'TMalden@atb.com' <TMalden@atb.com>; 'gary.patrick@brittaniaindustries.com' <gary.patrick@brittaniaindustries.com>; 'Skolber@bullmoosecapital.ca' <Skolber@bullmoosecapital.ca>; 'Belinda.Ho@nabors.com' <Belinda.Ho@nabors.com>; 'MLederman@ecncapitalcorp.com' <MLederman@ecncapitalcorp.com>; 'Ion.Lazar@jplease.com' <Ion.Lazar@jplease.com>; 'Darryl.Sherwood@meridianonecap.ca' <Darryl.Sherwood@meridianonecap.ca>; 'dallaireroch45@gmail.com' <dallaireroch45@gmail.com>; 'chars@valentinevolvo.com' <chars@valentinevolvo.com>; 'Lawrence.LEE@bdc.ca' <Lawrence.LEE@bdc.ca>; 'aaron.welsh@goc.bc.ca' <aaron.welsh@goc.bc.ca>; 'dm@gocip.com' <dm@gocip.com>; 'juri.rastovski@calmont.ca' <juri.rastovski@calmont.ca>; 'ksetrakov@wbalaw.ca' <ksetrakov@wbalaw.ca>;

'office@patchdrive.com' <office@patchdrive.com>; 'cdayan@millerthomson.com' <cdayan@millerthomson.com>; 'RAvery@bmlp.ca' <RAvery@bmlp.ca>; 'heather.telasky@prairiesky.com' <heather.telasky@prairiesky.com>; 'jkruger@blg.com' <jkruger@blg.com>; 'rgurofsky@blg.com' <rgurofsky@blg.com>; 'crobb@robbevenson.com' <crobb@robbevenson.com>; 'epaplawski@osler.com' <epaplawski@osler.com>; 'rvandemosselaer@osler.com' <rvandemosselaer@osler.com>; 'skingsbury@jmp-legal.com' <skingsbury@jmp-legal.com>; 'rtobber@ibsmm.ca' <rtobber@ibsmm.ca>; 'ryan.tobber@predbc.ca' <ryan.tobber@predbc.ca>; 'pkyriakakis@mccarthy.ca' <pkyriakakis@mccarthy.ca>; 'doug.schweitzer@dentons.com' <doug.schweitzer@dentons.com>; 'jsheward@brownleelaw.com' <jsheward@brownleelaw.com>

Cc: David LeGeyt <dlegeyt@bdplaw.com>; Ashton Butler <abutler@bdplaw.com>;

'CommercialCoordinator.QBCalgary@albertacourts.ca' <CommercialCoordinator.QBCalgary@albertacourts.ca>

Subject: Airborne Energy Solutions Inc.

Good afternoon,

Please see attached correspondence on behalf of David LeGeyt.

Thank you,

Lindsey Hackman

Resource Assistant to **Amy Chan**,

Assistant to Michael Martin, John Sanche and Brianna E.C. Guenther

Resource Assistant to **April Cuncannon**

Legal Assistant to David LeGeyt, Colin Luke & Simina Ionescu-Mocanu

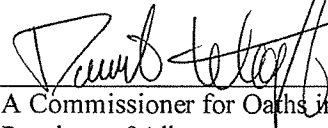
BD&P BURNET, DUCKWORTH & PALMER LLP Law Firm

Telephone 403.806.7877 Fax 403.260.0332 Web BDPLAW.COM Address Suite 2400, 525-8th Ave SW Calgary, AB T2P 1G1

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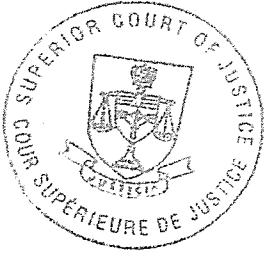
THIS IS EXHIBIT "18" REFERRED
TO IN THE AFFIDAVIT OF
KENNETH I. MIZERA

SWORN BEFORE ME THIS 28 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor



Court File No. CV-18-604434-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

FRIDAY, THE 14th

JUSTICE HAINEY

)

DAY OF SEPTEMBER, 2018

)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF GREAT SLAVE HELICOPTERS LTD.

APPLICANT

SISP APPROVAL ORDER

THIS MOTION, made by Great Slave Helicopters Ltd. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*, approving a sale and investment solicitation process and certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicant, the affidavit of Alasdair Martin sworn September 7, 2018, and the Exhibits thereto, the First Report of KSV Kofman Inc., in its capacity as Monitor (the "**Monitor**") dated September 11, 2018 (the "**First Report**"), filed, and on hearing the submissions of counsel for the Applicant, the Monitor and Clairvest Group Inc., and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Katie Parent sworn September 7, 2018, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP**").

APPROVAL OF SISP

3. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith) be and is hereby approved and the Monitor, the Applicant and their respective Representatives are hereby authorized and directed to take such steps as they deem necessary or advisable (subject to the terms of the SISP) to carry out the SISP, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Monitor, the Applicants and their respective affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or wilful misconduct of the Monitor or the Applicants, as applicable, as determined by the Court.

5. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Monitor, the Applicant and their respective Representatives are hereby authorized and permitted to disclose and transfer to each potential bidder (the "**Bidders**") and to their Representatives, if requested by such Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale pursuant to the SISP (a "**Sale**"). Each Bidder or Representative to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Sale, and if it does not complete a Sale, shall return all such information to the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Monitor. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction(s) contemplated in the Accepted Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Assets acquired pursuant to the SISP in a manner that is in

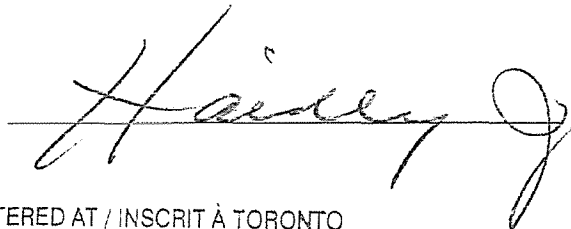
all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

8. **THIS COURT ORDERS** that at any time during the SISP, the Monitor or the Applicant may apply to the Court for directions with respect to the SISP.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

SEP 14 2018

NB

PER / PAR:

Schedule "A"

SISP

(See attached)

SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

On September 4, 2018, Great Slave Helicopters Ltd. (the “**Debtor**”) commenced a proceeding (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Pursuant to the initial order issued by the Court in the CCAA Proceeding (the “**Initial Order**”), KSV Kofman Inc. was appointed as monitor (the “**Monitor**”) in the CCAA Proceedings.

The following Schedules are incorporated into this Sale and Investment Solicitation Process (“**SISP**”): (a) Schedule “A” – Form of Acknowledgment of Sale and Investment Solicitation Process; and (b) Schedule “B” – Addresses for Notice.

The Debtor intends to bring a motion (the “**SISP Motion**”) before the Court on or about September 14, 2018 for an order (the “**SISP Order**”) approving this SISP. The Monitor will conduct the SISP in accordance with the SISP Order. Under the SISP, all qualified interested parties will be provided with an opportunity to participate in the SISP or a portion thereof on the terms set out herein.

In this document, unless the context otherwise requires, words importing the singular include the plural and vice versa. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Initial Order. Except where otherwise expressly provided, all dollar references are to Canadian dollars. A “**Business Day**” means any day, other than Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours.

Commencement of the SISP and Identifying Bidders

1. The purpose of the SISP is to conduct a process to provide interested parties with opportunities to submit competing offers on an “as is, where is” basis to: (a) acquire the Debtor’s business (the “**Business**”) or all, substantially all or any part of the assets owned by the Debtor (the “**Assets**”, and such proposal, a “**Sale Proposal**”), (b) make an investment in the Debtor by way of private issuances, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or obligations of the Debtor with one or more lenders and/or investors or security holders (an “**Investment Proposal**”), or (c) to liquidate all, substantially all or any part of the Assets (a “**Liquidation Proposal**”, and all such opportunities, collectively, the “**Opportunities**”). The SISP shall apply to each of the Opportunities and the related processes and transactions.
2. Any sales pursuant to this SISP will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature or description by the

Monitor, the Debtor or any of their respective directors, officers, agents, advisors or other representatives unless otherwise agreed in a definitive agreement.

3. All of the Debtor's right, title and interest in and to any of the Assets to be sold pursuant to any transaction(s) contemplated herein will be sold free and clear of the pledges, liens, security interests, encumbrances, claims, charges, options and interests therein and thereon as may be set out in the Court order approving such sale.

Timeline

4. The following table sets out the key milestones and deadlines under the SISP, which milestones and deadlines may be extended or amended by the Monitor in its discretion by up to two weeks without Court approval:

Milestone	Deadline
Commencement of SISP	September 14, 2018
Bid Deadline	October 17, 2018
Notification Date	October 24, 2018
Bid Acceptance Date	October 31, 2018
Closing Date Deadline	November 23, 2018

Any such extensions or amendments (other than the Closing Date Deadline) shall be communicated to all Bidders in writing and posted on the Monitor's Website at <http://www.ksvadvisory.com/insolvency-cases/great-slave-helicopters>.

Solicitation of Interest: Notice of the SISP

5. The Debtor will issue a press release providing notice of the SISP and any such other relevant information as the Debtor and Monitor consider appropriate (a "Notice") with Canada Newswire for designated dissemination in Canada and such other jurisdictions as the Monitor, in consultation with the Debtor, considers appropriate.
6. The Monitor shall be entitled, but not obligated, to arrange for a Notice to be published in The Globe and Mail (National Edition), and any other newspaper or industry journal as the Monitor considers appropriate, if any, if it believes that such advertisement would be useful in the circumstances.

7. The Monitor, with the assistance of the Debtor and its counsel, advisors and other representatives (all such persons, collectively, "**Representatives**"), shall prepare:
 - (a) a list of potential financial bidders, strategic bidders and liquidation bidders who may be interested in a GSH Transaction (collectively, "**Potential Bidders**");
 - (b) letters in connection with the SISP describing the Opportunities, outlining the processes under the SISP and inviting recipients of such letters to participate in the SISP ("**Teaser Letters**");
 - (c) a form of non-disclosure agreement to be used in connection with the solicitation of bids in this SISP (an "**NDA**");
 - (d) a confidential information memorandum describing the Opportunities (a "**CIM**"), which will be made available by the Monitor to Bidders (as defined below) that execute an acceptable NDA; and
 - (e) to the extent considered necessary by the Monitor, in consultation with the Debtor, prepare forms of transaction documents to be used by Interested Parties (as defined below) in submitting bids and proposals to the Monitor, the form and substance of such transaction documents to be acceptable to the Monitor (the "**Transaction Documents**");
8. The Monitor, with the assistance of the Debtor and its Representatives, shall establish an electronic data room in connection with the SISP (the "**Data Room**") that may be updated from time to time during the SISP.
9. The Monitor and its Representatives may consult with, or seek the assistance or cooperation of, the Debtor and CEP IV Co-Investment Limited Partnership, Clairvest Equity Partners IV Limited Partnership, Clairvest Equity Partnership IV-A Limited Partnership, DA Holdings Limited Partnership, G. John Krediet, Canadian Imperial Bank of Commerce, Element Financial Corporation and Roynat Inc. (collectively, the "**Lenders**") with respect to any matter relating to this SISP and the conduct thereof. In this document, where the Monitor and the Debtor and their respective Representatives are required to consult with Lenders, such consultation shall only be required with those Lenders that have first priority to the sale proceeds from the Assets that are the subject of such consultation; provided, however, that the Monitor in its sole discretion may consult with any and all Lenders that it considers appropriate with respect to any matter relating to this SISP and the conduct thereof.
10. The Debtor and its Representatives shall cooperate fully with the Monitor and its Representatives and provide such assistance as is reasonably requested by the Monitor in connection with the SISP.

11. The Monitor will send the applicable Teaser Letter(s) and applicable form or forms of NDA to all applicable Potential Bidders as soon as reasonably practicable after the granting of the SISP Order and to any other party who requests a copy of a Teaser Letter and NDA or who is identified by the Debtor or the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Delivery of CIM

12. Any party who wishes to participate in the SISP (an **"Interested Party"**), including any Potential Bidder, must provide to the Monitor:
 - (a) an NDA executed by it, and a letter setting forth the identity of the Interested Party, the contact information for such Interested Party and full disclosure of the direct and indirect principals of the Interested Party;
 - (b) an acknowledgment of the applicable Opportunity in which the Interested Party is interested, in the form attached hereto as Schedule "A"; and
 - (c) if the Monitor considers it necessary, such form of financial disclosure and credit quality support or enhancement that allows the Monitor to make a reasonable determination as to the Interested Party's financial and other capabilities to consummate a Sale Proposal, Investment Proposal or Liquidation Proposal.
13. If it is determined by the Monitor, in its reasonable business judgment, that an Interested Party: (i) has delivered the documents contemplated in paragraph 12 above; and (ii) has the financial capability based on the availability of financing, experience and other considerations, to be able to consummate a sale or other transaction pursuant to the SISP, then such Interested Party will be deemed to be a **"Bidder"**. For greater certainty, the Monitor may, in its reasonable business judgment, determine that an Interested Party may be deemed a Bidder in one Opportunity, but not another.
14. The Monitor will provide each Bidder with a copy of the CIM and access to the Data Room. Bidders and Qualified Bidders (as defined below) must rely solely on their own independent review, investigation and/or inspection of all information and of the Business and Assets in connection with their participation in the SISP and any transaction they enter into with the Debtor. The Debtor, the Monitor and their respective directors, officers, agents and advisors make no representation or warranty whatsoever as to the information (including, without limitation, with respect to its accuracy or completeness): (i) contained in the CIM or the Data Room; (ii) provided through the due diligence process or otherwise made available pursuant to the SISP; or (iii) otherwise made available to a Potential Bidder, Interested Party, Bidder or Qualified Bidder, except to the extent expressly

contemplated in any definitive documentation duly executed and delivered by the Successful Bidder (as defined below) duly executed by the Debtor and approved by the Court.

15. At any time during the SISP, the Monitor may, in its reasonable business judgment, eliminate a Bidder from the SISP, in which case such party will no longer be a Bidder for the purposes of the SISP. For greater certainty, the Monitor may, in its reasonable business judgment, eliminate a Bidder participating in multiple Opportunities from one Opportunity but not other Opportunities.
16. None of the Debtor, the Lenders nor any of their Representatives or affiliates shall meet or communicate with a Potential Bidder, Interested Party, Bidder or Qualified Bidder regarding any Opportunity or related transaction without (a) first informing and obtaining the consent of the Monitor, and (b) allowing the Monitor the right and opportunity to participate in such meeting, management presentation or communication. In the event a disagreement arises between the Monitor and either the Debtor or a Lender with respect to any matters related directly or indirectly to this SISP, the Monitor, unless otherwise ordered by the Court, shall have the sole authority to make a final decision with respect to such matters.
17. The Monitor, with the Debtor's assistance, shall afford each Bidder such access to applicable due diligence materials and information pertaining to the SISP as the Monitor deems appropriate in its reasonable business judgment. Due diligence access may include management presentations, access to the Data Room, on-site inspections and other matters which a Bidder may reasonably request and which the Monitor deems appropriate. The Monitor will designate one or more representatives to coordinate all reasonable requests for additional information and due diligence access from each Bidder and the manner in which such requests must be communicated. Neither the Debtor nor the Monitor will be obligated to furnish any information relating to the Business or the Assets to any person other than to Bidders. For the avoidance of doubt, selected due diligence materials may be withheld from certain Bidders if the Monitor determines such information to represent proprietary or sensitive competitive information.

Formal Offers and Determination of Qualified Bids

18. Bidders that wish to make a formal offer pursuant to the SISP (a "**Sale Proposal**", an "**Investment Proposal**" or a "**Liquidation Proposal**", as the case may be) must submit by email such Sale Proposal, Investment Proposal and/or Liquidation Proposal to the Monitor so as to be received by the Monitor not later than 5:00 PM (Toronto Time) on October 17, 2018 (the "**Bid Deadline**"), in each case with a copy to each of the persons specified in Schedule "B" hereto. Bidders must submit a separate Sale Proposal, Investment Proposal or Liquidation Proposal for each Opportunity in which the Bidder is interested.

19. In order to be considered a **"Final Bid"**, a Sale Proposal, an Investment Proposal or a Liquidation Proposal shall include the following terms (collectively, the **"Final Bid Criteria"**):

(a) in the case of:

- (i) a Sale Proposal, a sealed duly authorized and executed definitive purchase agreement in a form of Asset Purchase Agreement consistent with transactions of this nature together with all completed schedules thereto, containing the detailed terms and conditions of the proposed transaction, including identification of the Business or the Assets proposed to be acquired, the obligations to be assumed, the purchase price for the Business or Assets proposed to be acquired, the detailed structure and financing of the proposed transaction (and, where applicable, together with a blackline comparing the purchase agreement submitted to any Transaction Documents);
- (ii) an Investment Proposal, a duly authorized and executed term sheet describing the detailed terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of the Debtor following completion of the proposed transaction, the direct or indirect investment target and the aggregate amount of equity and debt investment (including the sources of such capital, the underlying assumptions regarding the pro forma capital structure, as well as anticipated tranches of debt, debt service fees, interest and amortization) to be made in the Debtor, and the debt, equity or other securities, if any, proposed to be allocated to creditors of the Debtor; and
- (iii) a Liquidation Proposal, containing the detailed terms and conditions of the proposed transaction, including identification of the Assets proposed to be acquired, an allocation of the proposed consideration amongst such Assets, the obligations to be assumed and/or costs to be paid by the liquidator, consideration payable and/or commission rate, including any net minimum guarantee amounts and/or participation percentages and the liquidation term (and, where applicable, together with a blackline comparing the agency agreement submitted to any Transaction Documents);

- (b) Subject to subsection (c) below, that the bid is binding and irrevocable until the earlier of: (i) 30 days after the Bid Deadline and (ii) approval by the Court of the relevant Accepted Bid (the **"Bid Termination Date"**). **Bidders are strongly discouraged from submitting Letters of Intent or Expressions of Interest;**

- (c) include a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Monitor) or such other form of deposit as is acceptable to the Monitor, payable to the Monitor, in trust, in an amount equal to 15% of the purchase price contemplated by the Bidder's Final Bid or, in the case of an Investment Proposal, 15% of the value of the Investment Proposal, as determined by the Monitor (in each case, the "Deposit");
- (d) provide contact information (including an email address) for the Bidder and disclose the identity of each entity (including its ultimate shareholders and/or sponsors) that is bidding for the Business and/or Assets or otherwise participating in a Final Bid and the complete terms of any such participation;
- (e) include written evidence of a firm, irrevocable commitment for financing or other evidence of an ability to consummate the proposed transaction or transactions comprising the Final Bid, that will allow the Monitor to make a determination as to the Bidder's financial and other capabilities to consummate the proposed transaction;
- (f) include acknowledgments and representations of the Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Business and/or Assets, the Debtor or otherwise prior to making its bid; (ii) it has relied solely upon its own independent review, investigation and/or inspection of the Business and/or Assets (including, without limitation, any documents in connection therewith) in making its bid; and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business and/or Assets or the Debtor or the completeness of any information provided in connection therewith, except as expressly contemplated in any definitive documentation duly executed by the Successful Bidder and the Debtor and approved by the Court;
- (g) include written evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Final Bid;
- (h) provides value to the creditors and other stakeholders of the Debtor (having regard to the relative priority of creditor claims);
- (i) describes the specific Business and/or Assets to be acquired by the Bidder;
- (j) includes details of any liabilities to be assumed by the Bidder;

- (k) not be subject to further due diligence;
 - (l) not be subject to financing;
 - (m) include a description of any regulatory or other third-party approvals required for the Bidder to consummate the proposed transaction, and the time period within which the Bidder expects to receive such regulatory and/or third-party approvals, and those actions the Bidder will take to ensure receipt of such approvals as promptly as possible;
 - (n) include a description of any desired arrangements with respect to transition services that may be required from the Debtor in connection with the transaction, including funding for same;
 - (o) not be subject to any conditions precedent except those that are customary in a transaction of this nature;
 - (p) not be conditional upon approval by the Court of any bid protection, such as a break-up fee, termination fee, expense reimbursement or similar type of payment;
 - (q) be received by the Bid Deadline; and
 - (r) contemplate closing the transaction set out therein on or before November 23, 2018 (the "**Closing Date Deadline**").
20. The Monitor may, if it deems appropriate or desirable in the circumstances, modify or amend the Final Bid Criteria.
21. Following the Bid Deadline, the Monitor will determine if each Sale Proposal, Investment Proposal or Liquidation Proposal delivered to the Monitor meets the Final Bid Criteria, provided that each such Sale Proposal, Investment Proposal or Liquidation Proposal may be negotiated among the Monitor, the Debtor and the applicable Bidder and may be amended, modified or varied to improve such Sale Proposal, Investment Proposal or Liquidation Proposal as a result of such negotiations. Neither the Monitor nor the Debtor shall be under any obligation to negotiate identical terms with, or extend identical terms to, each Bidder.
22. The Monitor may make any modification to the SISP it considers appropriate in the circumstance and, where it considers such modification to be material, it may seek Court approval of such modification on notice to parties in the CCAA Proceeding. The extension of any date in the SISP by up to two weeks shall not be considered material.

23. If a Sale Proposal, an Investment Proposal or a Liquidation Proposal meets the Final Bid Criteria, as determined by the Monitor in its sole discretion, such Final Bid will be deemed to be a **"Qualified Bid"** and the Bidder in respect of each such Qualified Bid shall be a **"Qualified Bidder"** in respect of the SISP. The Monitor may waive strict compliance with any one or more of the Final Bid Criteria and deem such non-compliant Sale Proposal, Investment Proposal or Liquidation Proposal to be a Qualified Bid, provided that doing so shall not constitute a waiver by the Monitor of the Final Bid Criteria or an obligation on the part of the Monitor to designate any other Sale Proposal, Investment Proposal or Liquidation Proposal as a Qualified Bid.

Selection of Successful Bidders

24. Within five (5) Business Days of the Bid Deadline, or at such later time as the Monitor may deem appropriate, the Monitor will advise each Bidder if its Sale Proposal, Investment Proposal or Liquidation Proposal is a Qualified Bid (the **"Notification Date"**) pursuant to the SISP.
25. The Monitor, in consultation with the Debtor and the Lenders and each of their respective Representatives (subject to paragraph 9 hereof), shall: (a) evaluate Qualified Bids on various grounds including, but not limited to, the purchase price or imputed or projected value, the treatment of creditors and related implied recovery for creditors (in each case, as applicable), the assumed liabilities, the certainty of closing the transactions contemplated by the Qualified Bid on or before the Closing Date Deadline and any delay or other risks (including closing risks) in connection with the Qualified Bids; and (b) where considered appropriate, continue negotiations with a selected number of Qualified Bidders, with a view to selecting one or more non-overlapping Qualified Bids as successful bids. The Monitor, in consultation with the Debtor and the Lenders and each of their respective Representatives (subject to paragraph 9 hereof), shall have the option, in its discretion, to split, combine and/or aggregate Qualified Bids and portions thereof.
26. The Monitor, in consultation with the Debtor and the Lenders and each of their respective Representatives (subject to paragraph 9 hereof), shall, in the case of:
- (a) a Sale Proposal or an Investment Proposal that is a Qualified Bid, accept, subject to Court approval, one (or more than one, if for distinct and compatible transactions) such Qualified Bid (each, an **"Accepted Sale Bid"**, and the offeror(s) making such Accepted Sale Bid being a **"Successful Sale Bidder"**) and take such steps as may be necessary to finalize definitive transaction documents for the Accepted Sale Bid(s) with such Successful Sale Bidder(s); and
 - (b) a Liquidation Proposal that is a Qualified Bid, accept, subject to Court approval, one (or more than one, if for distinct and compatible transactions)

such Qualified Bid (each an “**Accepted Liquidation Bid**”, and together with any Accepted Sale Bids, “**Accepted Bids**”, and the offeror(s) making such Accepted Liquidation Bid being a “**Successful Liquidation Bidder**”, and together with any such Successful Sale Bidder(s), “**Successful Bidders**”) and take such steps as may be necessary to finalize definitive transaction documents for the Accepted Liquidation Bid(s) with Successful Liquidation Bidder(s).

27. The Monitor and the Debtor shall have no obligation to conclude a sale arising out of this SISP and reserve the right and unfettered discretion to reject any and all bids or proposals, but shall only do so in consultation with the Lenders and their Representatives (subject to paragraph 9 hereof). If the Monitor does select any Accepted Bid(s), it shall be under no obligation to accept the highest or any particular bid.
28. Within five (5) Business Days of the Notification Date, the Monitor shall advise the Qualified Bidders if Accepted Bids have been accepted (in each case, subject to Court approval) (the “**Bid Acceptance Date**”).
29. Within seven (7) Business Days of the Bid Acceptance Date (or as soon as reasonably possible thereafter), the Debtor shall file a motion or motions with the Court seeking one or more orders to approve the Accepted Bids. The Debtor will be deemed to have finally accepted the Accepted Bid(s) only when it has been approved by the Court. All of the Qualified Bids other than the Accepted Bids shall be deemed rejected by the Monitor on and as of the date of approval of the applicable Accepted Bid by the Court.
30. All Deposits received by the Monitor in connection with the SISP will be retained by the Monitor in a trust account. Any Deposit held by the Monitor with respect to the Accepted Bid (plus accrued interest, if any) will be non-refundable (other than as may be provided for in the definitive documents that constitutes the Accepted Bid) and will be applied to the purchase price to be paid by the Successful Bidder upon closing of the transaction under the Accepted Bid. The Deposits (plus applicable interest, if any) of Bidders not selected as Qualified Bidders will be returned to such Bidders within three (3) Business Days of the Notification Date. The Deposits (plus applicable interest, if any) of Qualified Bidders not selected as the Successful Bidder will be returned to such parties within three (3) Business Days of the Bid Acceptance Date.
31. If the Successful Bidder for any transaction fails to close the transaction contemplated by the Accepted Bid by the Closing Date Deadline or such other date as may otherwise be mutually agreed upon among the Debtor, the Monitor and the Successful Bidder, the Monitor shall be authorized but not required to: (a) direct the Debtor to exercise such rights and remedies as are available to the Debtor under the Accepted Bid including, if applicable, deeming that the Successful Bidder has

breached its obligations pursuant to the Accepted Bid and that the Successful Bidder has forfeited its Deposit to the Debtor; or (b) take such other steps as it deems advisable, including seeking further advice and directions from the Court. The Debtor reserves its right to seek all available remedies, including damages or specific performance, in respect of any defaulting Successful Bidder.

Assets Not Sold

32. Any Asset that is not sold or liquidated or otherwise dealt with pursuant to an Accepted Bid that is consummated in a closed transaction may be sold by the Debtor, with the assistance of the Monitor and in consultation with the Lenders and their Representatives (subject to paragraph 9 hereof), in any manner that the Debtor sees fit; provided, however, that if the consideration that the Debtor receives for such Asset(s) in any one transaction exceeds \$250,000 or \$1,000,000 in the aggregate, then the Debtor will seek Court approval of such sale. Where the Debtor intends to sell assets subject to a Lender's security and the value of the transaction exceeds \$25,000, but is less than \$250,000, the Debtor shall seek the consent of that Lender.

Confidentiality and Access to Information

33. Each Potential Bidder, Interested Party, Bidder or Qualified Bidder shall not be permitted to receive any confidential or competitive information that is not made generally available to all participants in the SISP, including the number or identity of Potential Bidders, Bidders, Qualified Bidders, and Qualified Bids; the details of any bids, Sale Proposals, Investment Proposals or Liquidation Proposals or Final Bids submitted; or the details or existence of any confidential discussions or correspondence among the Debtor, the Monitor and any Bidder in connection with the SISP.
34. The Monitor, the Debtor and their respective Representatives shall provide regular updates to the Lenders and their Representatives with respect to matters related to the SISP, including, without limitation, convening bi-weekly conference calls with the Lenders. Any information that is provided by the Monitor, the Debtor or their respective Representatives to any of the Lenders or their Representatives, in respect of the SISP, including regarding any participants therein, any bids received or terms thereof or otherwise ("**Confidential Information**"), will be provided on a strictly confidential basis only and such parties shall not be permitted to share such Confidential Information with anyone other than any other Lenders or their Representatives, without the consent of the Monitor.
35. Notwithstanding paragraph 34, if any Lender intends to: (a) participate as a bidder in this SISP; and/or (b) provide financing to a bidder in the SISP, then such party shall provide written notice of such intention (the "**Participation Notice**") to the Monitor on or before October 1, 2018 (the "**Participation Notice Deadline**"). Any

Lender who delivers a Participation Notice shall not be entitled to any Confidential Information, shall not be entitled to exercise any consultation and other similar rights hereunder and shall not be entitled to review any Transaction Documents or be involved in any way in the review, consideration, negotiation or selection of any bids. The failure of such parties to deliver a Participation Notice by the Participation Deadline shall render such parties unable to participate as a bidder in this SISP and may, in the Monitor's sole discretion, disqualify from consideration any bidder to whom they are proposing to provide financing.

36. In addition, the Monitor may consult with any other parties with a material interest (as determined in the Monitor's sole discretion) in the CCAA Proceeding regarding the status and material information and developments relating to the SISP to the extent considered appropriate by the Monitor and taking into account, among other things, whether such party is a Bidder, Qualified Bidder, or other participant or prospective participant in the SISP; provided that such parties may be required to enter into confidentiality arrangements satisfactory to the Monitor.

Supervision of the SISP

37. Subject to any consultation rights and other similar rights provided for herein, the Monitor will conduct the SISP in the manner set out herein and in the SISP Order. All discussions or inquiries to the Debtor regarding the SISP shall be directed to the Monitor. Under no circumstances should Representatives of the Debtor be contacted directly or indirectly in respect of the SISP, including diligence requests, without the prior written consent of the Monitor. Any such unauthorized contact or communication could result in exclusion from the SISP, in the Monitor's sole discretion.
38. Other than as specifically set forth in a definitive agreement between the Debtor and a Successful Bidder, the SISP does not, and will not be interpreted to, create any contractual or other legal relationship among the Debtor, the Monitor, any Potential Bidder, Interested Party, Bidder, Qualified Bidder, the Successful Bidder, or any other party.
39. Subject to the terms of the Initial Order or other Court order, participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Final Bid, participation in the SISP and due diligence.

SCHEDULE "A"

Acknowledgement of the Sale and Investment Solicitation Process

TO: Great Slave Helicopters Ltd.

AND TO: KSV Kofman Inc. in its capacity as monitor in the CCAA proceedings of Great Slave Helicopters Ltd.

RE: Sale and Investment Solicitation Process in respect of the following Opportunity(ies) [check all that apply]:

- Sale Proposal
- Investment Proposal
- Liquidation Proposal

The undersigned hereby acknowledges receipt of the sale and investment solicitation process approved by the Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) dated September 14, 2018 (the "SISP") and that compliance with the terms and provisions of the SISP is required in order to participate in the SISP and for any Final Bid (as defined in the SISP) to be considered by the Monitor.

This ____ day of _____, 2018.

[Insert Interested Party name]

Per:
Email Address:

SCHEDULE "B" - ADDRESSES FOR NOTICES

KSV Kofman Inc.
Court-Appointed Monitor in the Debtor's CCAA Proceedings
150 King Street West
Suite 2308, Box 42
Toronto ON M5H 1J9

Attention: Bobby Kofman & David Sieradzki

Email: bkofman@ksvadvisory.com / dsieradzki@ksvadvisory.com

-with copies to-

Goldman Sloan Nash & Haber LLP
Lawyers for the Debtor
1600-480 University Avenue
Toronto, ON M5G 1V2

Attention: Mario Forte and Jennifer Stam

Email: forte@gsnh.com / stam@gsnh.com

Goodmans LLP
Lawyers for the Monitor
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto ON M5H 2S7

Attention: Joe Latham

Email: jlatham@goodmans.ca

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

Court File No.: CV-18-604434-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GREAT SLAVE
HELICOPTERS LTD. (the "APPLICANT")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

SISP APPROVAL ORDER

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

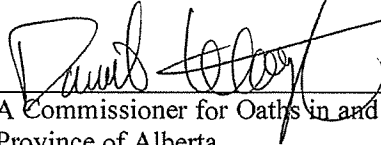
Mario Forte (LSUC#: 27293F)
Tel: 416.597.6477
Email: forte@gsnh.com

Jennifer Stam (LSUC#: #46735J)
Tel: 416.597.5017
Email: stam@gsnh.com

Lawyers for the Applicant

THIS IS EXHIBIT "19" REFERRED
TO IN THE AFFIDAVIT OF
KENNETH I. MIZERA

SWORN BEFORE ME THIS 27 DAY
OF SEPTEMBER, 2018.

A handwritten signature in black ink, appearing to read "David LeGeyt", is written over a horizontal line.

A Commissioner for Oaths in and for the
Province of Alberta

David LeGeyt
Barrister & Solicitor

Current Account Details

Adjust the search details below to see this account's transaction history.

- 6 months of history is available for Mastercard accounts.
- 18 months of history is available for all other accounts, but you can only select 180 days (about 6 months) at a time. If you want to see more than 180 days of transactions at a time, try using [Download Transactions](#).

Account: 760-00182687579 CAD
 Available Balance: \$915,620.20
 Current Balance: \$915,620.20

Account History

Account: OpsMobil Inc Trust Acct LOCKED - 760-00182687579 \$915,620.20 CAD Type: All From: 3/1/2018 To: 8/14/2018
 Criteria: Amount: ---Choose a Criterion-- \$ Show 100 transactions per page Search

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance	Balance
7/31/2018	Fee	Fee Service		\$30.00		\$915,620.20	\$915,620.20
7/31/2018	Fee	Monthly Maintenance Fees		\$8.00		\$915,650.20	\$915,650.20
7/17/2018	Wire	Incoming Wire THIRD EYE CAPITAL CORPORATION			\$22,704.19	\$915,658.20	\$915,658.20
7/12/2018	Wire	Incoming Wire THIRD EYE CAPITAL CORPORATION			\$59,628.57	\$892,954.01	\$892,954.01
6/30/2018	Fee	Fee Service		\$22.50		\$833,325.44	\$833,325.44
6/30/2018	Fee	Monthly Maintenance Fees		\$8.00		\$833,347.94	\$833,347.94
6/26/2018	Wire	Incoming Wire THIRD EYE CAPITAL CORPORATION			\$236,675.18	\$833,355.94	\$833,355.94
6/11/2018	Fee	Reversed Fee Court Order			\$10.00	\$596,680.76	\$596,680.76
6/11/2018	Miscellaneous	Internal Credit RCP CR			\$185,525.91	\$596,670.76	\$596,670.76
6/8/2018	Transfer	ATBOL Transfer Transfer To *****3500		\$44,603.82		\$411,144.85	\$411,144.85
6/8/2018	Transfer	ATBOL Transfer Transfer To *****3500		\$467.84		\$455,748.67	\$455,748.67
6/8/2018	Fee	Fee Court Order		\$10.00		\$456,216.51	\$456,216.51
6/8/2018	Cheque	Bank Draft Central Administration		\$185,525.91		\$456,226.51	\$456,226.51
6/8/2018	Cheque	Reversed Bank Draft Central Administration			\$2,031.90	\$641,752.42	\$641,752.42
6/8/2018	Cheque	Bank Draft Central Administration		\$2,031.90		\$639,720.52	\$639,720.52
6/5/2018	Transfer	ATBOL Transfer Transfer From *****3500			\$48,544.16	\$641,752.42	\$641,752.42
6/1/2018	Transfer	ATBOL Transfer Transfer From *****3500			\$20,728.64	\$593,208.26	\$593,208.26
5/31/2018	Fee	Fee Service		\$7.50		\$572,479.62	\$572,479.62
5/31/2018	Fee	Monthly Maintenance Fees		\$8.00		\$572,487.12	\$572,487.12
5/25/2018	Transfer	ATBOL Transfer Transfer From *****3500			\$52,561.46	\$572,495.12	\$572,495.12
5/25/2018	Transfer	Transfer Transfer From *****3500			\$2,808.00	\$519,933.66	\$519,933.66
5/25/2018	Cheque	Bank Draft Calgary 6th Avenue Branch		\$2,808.00		\$517,125.66	\$517,125.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *****6700		\$24,238.06		\$519,933.66	\$519,933.66
5/25/2018	Transfer	ATBOL Transfer Transfer To *****3500		\$31,296.77		\$544,171.72	\$544,171.72
5/25/2018	Transfer	ATBOL Transfer Transfer To *****3500		\$1,745.26		\$575,468.49	\$575,468.49
5/18/2018	Transfer	ATBOL Transfer Transfer From *****3500			\$516,619.84	\$577,213.75	\$577,213.75
5/16/2018	Transfer	ATBOL Transfer		\$16,921.34		\$60,593.91	\$60,593.91

8/14/2018

Current Account Details

		Transfer To *****0500			
5/16/2018	Payment	ATBOL Bill Payment ATB FINANCIAL MASTERCARD	\$2,300.00	\$77,515.25	\$77,515.25
5/15/2018	Miscellaneous	Adjustment Mastercard	\$2,979.11	\$79,815.25	\$79,815.25
5/15/2018	Miscellaneous	Adjustment Mastercard	\$617.00	\$82,794.36	\$82,794.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$485.00	\$83,411.36	\$83,411.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$429.00	\$83,896.36	\$83,896.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$280.00	\$84,325.36	\$84,325.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$196.00	\$84,605.36	\$84,605.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$115.00	\$84,801.36	\$84,801.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$114.00	\$84,916.36	\$84,916.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$85.00	\$85,030.36	\$85,030.36
5/15/2018	Miscellaneous	Adjustment Mastercard	\$2,979.00	\$85,115.36	\$85,115.36
5/14/2018	Transfer	ATBOL Transfer Transfer To *****3500	\$1,745.26	\$88,094.36	\$88,094.36
5/14/2018	Miscellaneous	Adjustment Mastercard	\$585.00	\$89,839.62	\$89,839.62
5/14/2018	Miscellaneous	Adjustment Mastercard	\$513.00	\$90,424.62	\$90,424.62
5/14/2018	Miscellaneous	Adjustment Mastercard	\$579.00	\$90,937.62	\$90,937.62
5/14/2018	Miscellaneous	Adjustment Mastercard	\$547.00	\$91,516.62	\$91,516.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *****3500	\$39,324.92	\$92,063.62	\$92,063.62
5/11/2018	Transfer	ATBOL Transfer Transfer To *****3500	\$15,972.06	\$131,388.54	\$131,388.54
5/11/2018	Transfer	ATBOL Transfer Transfer To *****3500	\$24,374.89	\$147,360.60	\$147,360.60
4/30/2018	Fee	Monthly Maintenance Fees	\$8.00	\$171,735.49	\$171,735.49
4/16/2018	Transfer	ATBOL Transfer Transfer To *****3500	\$29,850.69	\$171,743.49	\$171,743.49
4/9/2018	Miscellaneous	Adjustment Mastercard	\$9,561.00	\$201,594.18	\$201,594.18
4/5/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$19,100.55	\$211,155.18
3/31/2018	Fee	Monthly Maintenance Fees	\$8.00	\$192,054.63	\$192,054.63
3/29/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$20,820.24	\$192,062.63
3/27/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$2,350.53	\$171,242.39
3/23/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$13,680.45	\$168,891.86
3/20/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$29,480.87	\$155,211.41
3/16/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$33,439.31	\$125,730.54
3/12/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$2,000.00	\$92,291.23
3/12/2018	Transfer	ATBOL Transfer Transfer From *****3500		\$37,508.87	\$90,291.23
3/5/2018	Transfer	ATBOL Transfer Transfer From *****0500		\$52,781.36	\$52,782.36
3/1/2018	Transfer	ATBOL Transfer Transfer From *****0500		\$5.00	\$1.00

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