

This is the 1st affidavit of
Guy Borowski in this case
and was made on February 10, 2017

No. S-169079
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS
WITH RESPECT TO THE COMPANIES LISTED ON SCHEDULE "A" HERETO**

**APPLICATION OF CHC GROUP LTD
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

AFFIDAVIT

I, Guy Borowski, Businessman, of 4740 Agar Drive, Richmond, British Columbia, V7B 1A3,
SWEAR THAT:

1. I am the Vice President of Operations of Heli-One Canada ULC ("**Heli-One**" or the "**Company**"), and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify, in which case, I believe that both the information from the informant and the resulting statement are true.
2. The Boundary Bay Facility was constructed by Heli-One. It originally entered into a ground lease with Alpha Aviation Inc. (the "**Alpha Lease**") for the lands of the Boundary Bay Facility and eventually constructed the building that is now located there.
3. When Heli-One entered Chapter 11 proceedings in the United States, one of the issues that we had to deal with was the lease of the helicopter maintenance facilities at Boundary Bay (the "**Boundary Bay Facility**").



4. The Boundary Bay Facility is a large one and was excess to Heli-one's needs. Because of the CHC Group's insolvency, all operations were directed to consider appropriate and available cost savings going forward.

5. In that context, on June of 2016, I contacted Argo Ventures Inc. ("**Argo**") through its principals, Eric Lee and Jason Hong, to attempt to commence discussions concerning a potential restructuring of the Alpha Lease, reduction in the area of the leased premises or other potential ways to reduce Heli-One's rent for the Boundary Bay Facility.

6. After initially agreeing to meet with Heli-One, Argo cancelled the meeting and asked for Heli-One's financial statements.

7. Heli-One does not maintain separate financial statements but we did forward a financial summary to Argo. The underlying reason for Heli-One's insolvency was not that it had extremely negative operating results; it was that it was a guarantor of the debt of the CHC Group and neither the CHC Group nor Heli-One nor the other guarantors were able to pay that debt.

8. After again agreeing to meet, Argo cancelled a second meeting and advised that they would speak to Heli-One once the Chapter 11 proceedings were concluded. I told Jason Hong that that would be too late.

9. At that time and thereafter our counsel was corresponding with Argo's counsel.

10. We did finally meet with Argo in the fall. The Meeting was a without prejudice meeting with both companies' counsel present.

11. It became clear that there was no accommodation or other arrangements related to the Boundary Bay Facility that would or could be negotiated and in that context Heli-One proceeded to reject or disclaim the lease through the Chapter 11 proceedings. I understand that from the outset of the Canadian recognition proceedings, Heli-One publically advised the Court and Argo that if it could not negotiate an acceptable arrangement with Argo, it would reject or disclaim the lease.

12. By November it was apparent that Heli-One would have to reject the lease and relocate elsewhere. Heli-One located other premises and commenced preparation for a move out of the Boundary Bay Facility to those other premises and the Agar Facility.

13. Through November and December, we began and proceeded with the process of moving the Heli-One operations out of the Boundary Bay Facility. This included dismantling and moving trade fixtures and equipment.

14. Jason Hong and/or Eric Lee came to the Boundary Bay Facility on a number of occasions during the period from June 2016 to the fall of 2016 and into January 2017.

15. Although it was made clear to Mr. Hong and Mr. Lee that we were vacating the premises, I never heard either of them or their property manager say that the trade fixtures and equipment we were moving was their property until very late in November or early December.

16. Heli-One started removing its equipment in November 2016. The first that I recall hearing Argo take the position that they owned our equipment was in or around November 26 or 27, 2016, when Eric Lee came to the premises. He stated to me that we were stealing his property, or words to that effect, and that he could call the police. I was very surprised to hear this remark. I told him that in my view the only equipment that he owned were the chattels described in the PSA (as defined below), which we were leaving. We did not agree on this issue and I indicated that we had to leave it to our lawyers. In the meantime our deadline to vacate the premises required us to continue work to ensure that we were out and that our operations could continue at our new premises at the Agar Facility.

17. I have reviewed the Affidavit of Eric Lee made on February 6, 2017. Mr. Lee is correct that Heli-One moved several trade fixtures and other pieces of equipment and chattels from the Boundary Bay Facility.

18. In Mr. Lee's affidavit he refers to specific trade fixtures including paint booths, engine test beds, cooling towers, a generator and cleaning stations. I will describe the functions of each of those items, the way in which they relate to the helicopter maintenance business, the way in which they were placed within the building or outside of the building and their removal.

19. Mr. Lee refers to paint booths. Heli-One had four paint booths within the building. There was a large paint booth, two smaller paint booths, and what we refer to as an Avionics paint booth.

20. The large paint booth was located in the paint room within the building. It is a large structure that is approximately 33 feet wide by 24 feet high and 71 feet long. It is a self-contained

modular unit which was erected within the building for use in painting full helicopters as part of the helicopter maintenance program. It has its own four walls and roof, but no floor, because the floor of the paint booth is simply the floor of the building. It has structural support beams on the walls and across the ceiling of the booth to provide structural support. It is a freestanding structure that sits on the floor of the building. Mr. Lee states at paragraph 28 of his Affidavit that the large paint booth was bolted to the floor. That is not fully accurate. Rather, the beams running along the walls of the paint booth were screwed to the floor using Hilti type fasteners for safety and security, rather than structural reasons. In that sense it was attached but it was not bolted. The paint booth does not require a building around it except to protect it from the elements.

21. Additionally, contrary to the assertion made by Mr. Lee at paragraph 27, the paint booths do not go up to the ceiling. The highest paint booth is the large paint booth which is approximately 25 feet high. The ceiling of the building is just short of 40 feet high. The other paint booths all are shorter.

22. Inside the paint booth are stands and equipment for painting, all of which are moveable. Outside of the paint booth and attached to it is an air intake duct and four exhaust fans to ventilate air from the paint booth to outside. There are ducts which are run into and out of the paint booth and extend upwards towards the roof of the building, through a hole in the roof, and connect to an exhaust fan that pulls the air out of the booth. The duct work is stabilized by guide wires. There is also electrical service to the paint booth and gas lines that are connected on the outside of the paint booth.

23. To remove the paint booth, Heli-One removed the moveable paint equipment from inside the booth, disconnected the electrical wires and gas lines, and dismantled the paint booth piece by piece (as mentioned above – it is modular). We unscrewed the Hilti screws (which took approximate one half hour) and repaired the floor. Heli-One also removed the ducts that went from the paint booth up through the roof. We removed the exhaust fan, repaired any holes in the roof because of the duct work and left the duct work associated with the paint booth in place. Argo had by then indicated that it wanted us to replace the paint booth and that duct work would be required for that. We left certain duct work and other utilities in place. If certain Trade Fixtures have to be reinstalled in the building the related duct work or other utilities would be required.

24. The large paint booth has a value of approximately \$300,000, with additional value associated with the duct work, exhaust fan, and related utilities such as the electrical control panel.

25. There are two other paint booths in the Boundary Bay Facility which are referred to as small paint booths.

26. One of them is located in the main paint shop and it is the larger of the two. It is approximately 14 feet wide by 13 feet high and 30 feet long. It is also a modular structure that is put together so that it has four walls and a ceiling. It sits on the floor and does not require any screws, bolting, or other support. It is not attached to the floor. It simply sits on the floor. This paint booth is connected by duct work to two exhaust ports on the ceiling, one is an input and one is an exhaust port and it has electrical and gas attachments on the outside of the paint booth. This paint booth was installed after the sale of the building to Argo.

27. Attached hereto and marked as **Exhibit "A"** is a picture of that small paint booth.

28. The value of the small paint booth is approximately \$45,000 - \$50,000.

29. There is a second small paint booth located in the work shop area. It is smaller than the one pictured in **Exhibit "A"**, approximately 10 feet by 10 feet. It is also four walls and a ceiling, and used the building floor as its floor. It is similar to the small paint booth depicted in **Exhibit "A"** except that the only duct work for this second small paint booth is an exhaust duct that runs towards the ceiling, through the roof, and outside.

30. Both of the small paint booths were dismantled by disconnecting the duct work, electrical and other connections and removing the modular components. The roof was repaired.

31. The last paint booth in the facility is called the Avionics touch-up paint booth. It is approximately 4 feet deep by 3 feet high by 4 feet wide. It is used to paint certain parts. It is also a modular unit, which is essentially a box sitting on metal shelving which sits on the floor adjacent to a wall. There is duct work attached to it for exhaust from the unit through the roof and out. The Avionics touch-up paint booth has an approximate value of \$5,000. There is no electrical connection.

32. Attached hereto and marked as **Exhibit "B"** is a picture of the above-mentioned Avionics touch-up paint booth.

33. To dismantle the unit it was disconnected from the duct work and removed from the premises. The duct work was left in place.

34. I have read Mr. Lee's affidavit in respect to the paint booths, and particularly paragraphs 26, 27, 28 and 29 thereof.

35. First, it is generally true that aircraft repair and maintenance can include a finishing process of applying coatings. It is not generally true however, that aviation coatings require strict environmental control. Most fixed wing aircraft painting is done in hangars without the kind of environmental control Heli-One has in the paint booths. The paint booths at the Boundary Bay Facility are not useful for general aviation painting or coating requirements except for perhaps small aircraft parts.

36. The large paint booth is large enough for a helicopter, but would not be appropriate for a fixed wing aircraft unless it was a kind of aircraft where one could detach the wings for the purpose of painting. None of the paint booths at the Heli-One facility would be generally appropriate for general aircraft painting purposes.

37. The only other helicopter maintenance company of comparable size in Vancouver that would provide comparable maintenance and painting services in this market is Vector Helicopters. Vector has its own facilities in Richmond and Langley which it utilizes for its maintenance activities.

38. Mr. Lee states that the paint booths "must be affixed to the building" – that is not fully correct. The paint booths do not require affixation to the building for structural support. As indicated the beams on the large paint booth were screwed into the floor for safety reasons. They are structurally competent to stand on their own on the floor of the building or even outside.

39. Mr. Lee states in paragraph 28 that "the paint booths were affixed to the building (attached and bolted to both the building and floor and attached through large metal beams)" – that is not correct. I do not know where Mr. Lee received that information.

40. Another piece of equipment removed from the premises was the PT6T test cell. That unit is worth approximately \$1.5 - \$2 million dollars new. The PT6T test cell at the Heli-One Boundary Bay Facility is specifically designed and configured to test Pratt and Whitney PT6T engines which are engines used in Bell 212 and Bell 412 helicopters. This work is accomplished under a license agreement with Pratt & Whitney.

41. Contrary to what Mr. Lee states, the test cell is not used for engine diagnostics testing. Diagnostic testing of engines is done with the engine in place on the helicopter and utilizes other equipment, not a test cell. A test cell is used to test engines after modification or significant maintenance such as an overhaul where the engine is fully disassembled. The engine is mounted on that test cell and is not connected to a helicopter. The test cell is intended to provide a load on the engine and to test temperature, pressure and power among other parameters while the engine is actually running connected to the test cell. The performance is compared to Pratt & Whitney data, and the test cell must be correlated to a Pratt & Whitney unit.

42. The PT6T test cell was not affixed to the building or the premises; rather it sits on a cart with wheels and can be moved easily to different locations. It looks similar to the CT58 test cell pictured in Exhibit "C" except that it is a little bigger. The test cell also has exhaust ducts related to its operation for ventilating the engine and exhausting the emissions for the engine. The exhaust is through the ceiling.

43. Because the test cell is on wheels, it requires stabilization and is secured to the floor by stabilizing metal rods that are connected to the base of the cart and then connected to eyebolts screwed into the floor. If the cart was not secured in place, it would move when the engine was powered up.

44. To dismantle the PT6T test cell required a disconnection of the exhaust duct and disconnection of the electrical connections to the test cell. The straps were then quickly loosened and disconnected from the eyebolts and the test cell was wheeled out of the facility. Upon its removal, we disconnected the duct work and removed the eyebolts from the floor. We had intended to fill in the building wall but because Argo said that we would have to return the unit we left the ventilation panels in the wall. They are easily removed and the wall replaced.

45. There is a second engine test cell, called the CT58 test cell, which has an approximate value of \$700,000. That test cell is mounted on a trailer and parked in the building. It has two exhaust pipes attached to it which ventilate the test cell through ventilation panels in the walls of the building. The CT58 test cell is operated for the same purpose and same fashion as the PT6T test cell, but is a smaller unit. It is portable, on wheels, and for its removal the exhaust duct work was disconnected, the electrical connections were disconnected and the unit was wheeled out of the premises. The exhaust ducts were left in place.

46. Attached as **Exhibit "C"** is a picture of a CT58 test cell.

47. There was a control room installed related to the test cells which was built in the building. It is a standard drywall construction with an open ceiling. It is separated from the area of the test cell by concrete blocks for safety reasons. The room did have a large control room window. The control room window was actually an expensive item because it has to be bulletproof glass in case something occurs during the testing of the engines. That control room, the blocks, and the window were left in the premises.

48. The other test cell that was in the premises was a gearbox test cell. The gearbox test cell has a new value of approximately \$5 million dollars. The gearbox test cell is intended to test gear boxes after they have been modified, repaired or overhauled (requiring significant disassembly) in our maintenance facility. It is specific for specific models of aircraft being the Sikorsky 76 and Sikorsky 61 helicopters. Heli-One performs this work under license from Sikorsky. The maintenance work cannot be performed without that license. It cannot be generally used in the aeronautics business or even generally in the helicopter business, as it is a specific helicopter gearbox test cell useable pursuant to a license.

49. The gearbox test cell is a relatively large unit, approximately 12 feet wide by 14 feet deep by 20 feet high. There are no exhaust ducts but there is an exhaust fan on the roof which draws air out of the area through an opening in the roof. It was placed on the floor of the building and attached as described below.

50. The gearbox test cell will vibrate on usage and to stabilize it, it was attached to the floor with approximately 24 bolts. To dis-attach the test cell from the floor simply involved removing the bolts, eventually lifting the components off the floor and then fixing the floor where the bolts had been placed. Removing the bolts and dealing with the floor took between half an hour and an hour. We removed the exhaust fan from the roof and repaired the roof.

51. There is a generator required for the use of the test cell in order to provide power to the gearbox as it is being tested. The generator is referred to at paragraphs 37 and 38 of Mr. Lee's affidavit. The generator is not located in the building or attached to the building. Rather, it was mounted outside of the building on a concrete pad and it was bolted to that concrete pad. Cables connected the generator through the wall of the building to the gearbox test cell area and the gearbox test cell.

52. Mr. Lee refers to a cleaning station. I believe that what Mr. Lee intends to refer to is the Vapor Degreaser. The Vapor Degreaser is a unit used to clean parts. It uses heat and steam to remove grease and other dirt from helicopter parts. The entire degreaser and its tanks are approximately 9 feet high by 8 feet wide and 13 feet deep. It sits on the floor. None of the tanks are attached to the floor or a wall as they are quite stable sitting freely in a spill tray on the floor.

53. The tanks are fed water through a plumbing hook up and have another connection through piping to one of the cooling towers located outside the building. I will refer to that cooling tower below. The Vapor Degreaser has an approximate value of \$250,000.

54. Mr. Lee refers to cooling towers at paragraph 35 and 36 of his Affidavit.

55. Mr. Lee refers to two cooling towers but there in fact three such towers. None were inside the building. None were attached in any way to the building. Each was separately mounted in a different location on a pad. Each has a water reservoir mounted on a small steel tower base.

56. The cooling towers are connected to one of the gearbox test cells, the PT6T test cell and the Vapor Degreaser. Their function is as described – to cool the heated water that is a by-product of the operation of these units. It operates much like a radiator in a car. Each tower is connected to its specific piece of equipment by piping for the water. The piping goes through the wall to the specific unit.

57. When we removed the cooling towers we removed the piping, repaved the building wall and removed the cooling towers from the area. Mr. Lee saw the removal as of January 23, 2017. We removed the steel tower bases for the PT6T tower and the Vapor Degreaser. We did not remove the tower for the gear box test cell cooling tower.

58. Mr. Lee refers to a generator at paragraph 37 of his Affidavit. The generator he refers to is referenced above and provided power to the gearbox test cell. It was connected to the test cell by wiring that went through the building wall.

59. The generator is not affixed to the building. It is outside of the building on a concrete slab. It was affixed to that slab by a number of bolts. Upon its removal, the bolts were unscrewed the generator removed. Unscrewing the bolts took less than 20 minutes.

60. In the Purchase and Sale Agreement entered into between Heli-One and Argo, dated June 30, 2011 ("**PSA**"), there are certain pieces of equipment and trade fixtures which are listed in Schedule "C" to that Agreement. It is my understanding that those pieces of equipment and trade fixtures were assets sold to Argo and they have not been removed from the premises.

61. The overhead hoist and cranes are comprised of two elements: a beam that runs parallel to the roof trusses of the building, near the ceiling of the building, and a crane or hoist unit that is mounted on the beam. The crane or hoist unit can run along the beam so that it can be positioned above a load it is intended to lift. It has chains and related lifting devices attached. The crane or hoist is relatively easily removable from the beam. The beam is removable, but it would require significant effort to do so. There are also various monorails attached to the ceiling. None of this equipment was removed.

62. The Cobra security system is a security system installed in the building. There are control panels and sensor units. The control panel is mounted on a wall. The sensor units are located at various locations and are wired together and to that panel. The removal of the control panel and the sensors would be relatively easy. The removal of the wiring would be more difficult as it is within the walls of the building. I understand that when one does remove such security systems, one would remove and take the hardware, but leave the wiring. Heli-One did not remove any element of the security system.

63. The Encon evaporators are units which essentially boil liquid, leaving a solid waste behind that is more easily disposed of. There are three evaporators in the building. One is located in the paint shop, one in the NDT shop and one in the cleaning shop. They are used as part of the helicopter part cleaning process.

64. The evaporators are attached to the floor and each are approximately 10 feet by 4 feet by 6 feet. They are attached to the floor by approximately 4 to 6 bolts each and would be easily detachable and movable.

65. The two Skeans air compressors are units that are approximately 4 feet by 6 feet by 6 feet. They are freestanding units, although it may be attached to the wall beside where it is located. The units provide compressed air through blue aluminum tubing to various locations in the building. There is also a receiver tank that is approximately 40 inches in diameter and 8 feet tall. The tubing runs along the wall to specific locations within the facility. At each location there

is the ability to connect an air tool to a fitting on the end of the aluminum tubing in order to use the air tool at specific locations within the facility.

66. The air compressor would be easily moved off the premises. The blue aluminum piping is easily removed from the premises. Heli-One did not remove either the air compressor or the blue distribution tubing.

67. At paragraph 41 Mr. Lee refers to the removal of "various other equipment and property that had been on the premises in June 2011 and April 2012."

68. In addition to the specific trade fixtures referred to above, there are a number of other pieces of equipment, chattels, office furniture and shelving that were removed.

69. Heli-One had a number of machine shop tools, including 2 CNC milling machines, 4 lathes, various drill presses and other pieces of equipment typically associated with a machine shop in not only the aeronautics industry but other industries. The largest pieces of equipment are two CNC milling machines. Each is approximately 10 feet long and 10 feet high and 14 feet wide. None of the machine shop pieces of equipment were bolted or fixed to the floor including these two CNC milling machines. Each were free standing pieces of equipment that were placed in the building and utilized for the maintenance purposes of Heli-One through the course of Heli-One's operations within the Boundary Bay Facility.

70. Additionally, there was office furniture that was removed and certain generic shelving units which were removed. The shelving units were metal shelving units bolted together to create shelves that accommodated parts and various other items for storage. Some of the shelving units were freestanding and were simply placed on the floor, others were placed beside a wall and affixed to the wall by attachment much like one would attach a bookshelf or other piece of furniture to a wall in a home to ensure that they do not fall over.

71. Attached hereto and marked as **Exhibit "D"** is a picture of the various shelving units which were removed.

72. There was one shelving/storage unit that was bolted to the floor. That unit was the helicopter blade storage shelving. It is constructed of steel shelving rods with red prongs extending from the steel frame. Attached hereto and marked as **Exhibit "E"** is a picture of the blade storage shelf. It was bolted to the flooring to prevent it from tipping over. To remove it the

frame was dismantled, the red prongs removed from the frame by unscrewing them where they were mounted and the bolts were removed. The removal of the bolts took less than 20 minutes.

73. Heli-One also had a piece of equipment called a parts carousel which was located adjacent to one of the walls in the building. The parts carousel has a number of shelves on it for specific parts and it stores the parts on these shelves in a vertical alignment on a carousel that operates electronically. There is a mechanism which allows one to access the specific shelf for the part by pressing the shelf number. The shelving unit will then rotate until the shelf with the desired part is at the bottom of the carousel whereupon it can be accessed. Some of the shelves have single parts, other of the shelves have many different parts in different small bins. The carousel works similar to a drycleaner's carousel in a dry cleaning business, except that it is mounted vertically. There is a white cover over the mechanism.

74. Attached hereto and marked as **Exhibit "F"** are pictures of the two parts carousels that were in the building.

75. The parts carousels have a value of approximately \$100,000 apiece. They are set up and programmed for parts particular to Heli-One's business. The units are attached to the floor with bolts to prevent them from falling over. In order to move the parts carousels they had to be dismantled. To remove the fixation to the wall was simply a matter of unscrewing a bolt which took a matter of minutes.

76. Heli-One also removed a piece of equipment called a plasma booth from the building. A plasma booth is a structure comprised of four walls and a ceiling that is used for parts re-coating. Used parts are sprayed with a metal powder at high head and high velocity to re-coat the part. It is then re-milled for future use. It is a free-standing booth that is connected by ducts to a filter house that provides air suction to the booth to create a clean environment within the booth. The ducting leads from the plasma booth, through one of the walls of the building, to a large filter that was mounted outside of building on a pod. The plasma booth was bolted to the floor by 4 Hilti screws for stability.

77. The plasma booth is a piece of equipment that was intended specifically for the helicopter parts maintenance function.

78. The equipment that I have described in this affidavit was all used by Heli-One at the Boundary Bay Facility for its helicopter maintenance and repair operations. None were installed to improve the building. Some pieces of equipment can be used in other industrial operations, but the major pieces of equipment like the test cells and the paint booths are specifically configured for Heli-One's operations.

SWORN BEFORE ME at the City of
RICHMOND, British Columbia, on February
10, 2017



A Commissioner for taking Affidavits for
British Columbia



Guy Borowski

SCHEDULE "A"

LIST OF COMPANIES

CHC Group Ltd.

6922767 Holding SARL

Capital Aviation Services B.V.

CHC Cayman ABL Borrower Ltd.

CHC Cayman ABL Holdings Ltd.

CHC Cayman Investments I Ltd.

CHC Den Helder B.V.

CHC Global Operations (2008) ULC

CHC Global Operations Canada
(2008) ULC

CHC Global Operations International
ULC

CHC Helicopter (1) S.á.r.l.

CHC Helicopter (2) S.á.r.l.

CHC Helicopter (3) S.á.r.l.

CHC Helicopter (4) S.á.r.l.

CHC Helicopter (5) S.á.r.l.

CHC Helicopter Australia Pty Ltd

CHC Helicopter Holding S.á.r.l.

CHC Helicopter S.A.

CHC Helicopters (Barbados) Limited

CHC Helicopters (Barbados) SRL

CHC Holding (UK) Limited

CHC Holding NL B.V.

CHC Hoofddorp B.V.

CHC Leasing (Ireland) Limited (n/k/a

CHC Leasing (Ireland) Designated
Activity Company)

CHC Netherlands B.V.

CHC Norway Acquisition Co AS

Heli-One (Netherlands) B.V.

Heli-One (Norway) AS

Heli-One (U.S.) Inc.

Heli-One (UK) Limited

Heli-One Canada ULC

Heli-One Holdings (UK) Limited

Heli-One Leasing (Norway) AS

Heli-One Leasing ULC

Heli-One USA Inc.

Heliworld Leasing Limited

Integra Leasing AS

Lloyd Bass Strait Helicopters Pty. Ltd.

Lloyd Helicopter Services Limited


Lloyd Helicopter Services Pty. Ltd.

Lloyd Helicopters International Pty. Ltd.

Lloyd Helicopters Pty. Ltd.

Management Aviation Limited


This is Exhibit "A" referred to in the Affidavit of
G. Borowski sworn before me at Richmond,
British Columbia this 10th day of February, 2017



A Commissioner for Taking Affidavits
for British Columbia



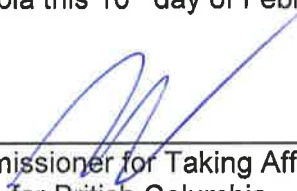
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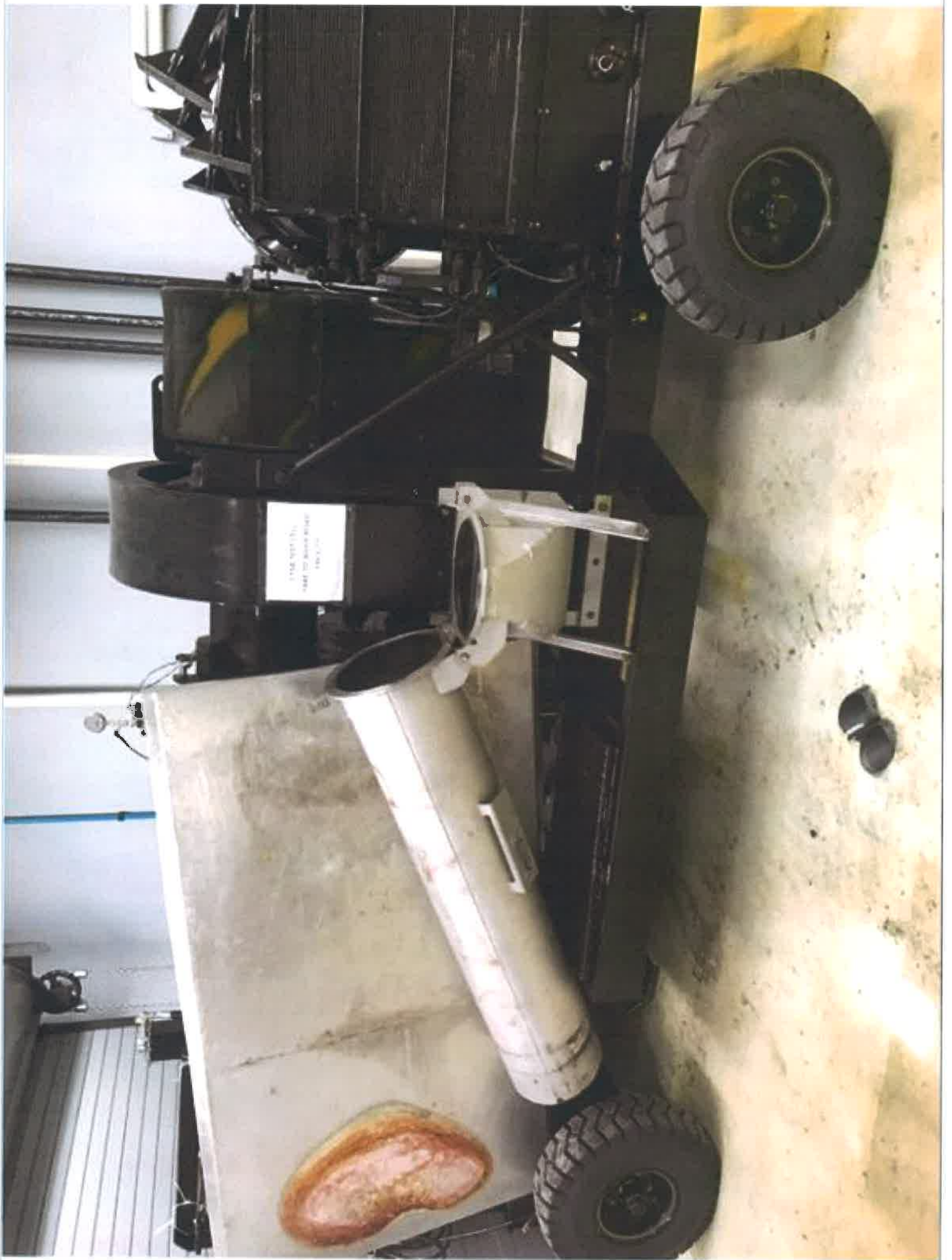
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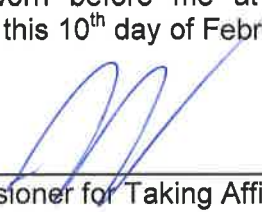
This is Exhibit "C" referred to in the Affidavit of
G. Borowski sworn before me at Richmond,
British Columbia this 10th day of February, 2017



A Commissioner for Taking Affidavits
for British Columbia



This is Exhibit "D" referred to in the Affidavit of
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British Columbia this 10th day of February, 2017



A Commissioner for Taking Affidavits
for British Columbia



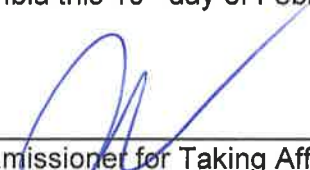
visibility vest

COUNTED

Date - JULY 2016




This is Exhibit "E" referred to in the Affidavit of
G. Borowski sworn before me at Richmond,
British Columbia this 10th day of February, 2017



A Commissioner for Taking Affidavits
for British Columbia



This is Exhibit "F" referred to in the Affidavit of G. Borowski sworn before me at Richmond, British Columbia this 10th day of February, 2017



A Commissioner for Taking Affidavits
for British Columbia



