SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-042345-120

DATE: November 28, 2013

PRESIDING : THE HONOURABLE MARK SCHRAGER, J.S.C.

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

AVEOS FLEET PERFORMANCE INC./
AVEOS PERFORMANCE AÉRONAUTIQUE INC.

-and-

AERO TECHNICAL US, INC.
Insolvent Debtors/Petitioners

-and-

FTI CONSULTING CANADA INC.
Monitor

-and-

REGISTRAR OF THE PERSONAL AND MOVEABLE REAL RIGHTS REGISTRY OFFICE
Mis en cause

REASONS FOR JUDGMENT
ISSUED ON NOVEMBER 22, 2013

JS1319

[1] The Debtors have presented a "Motion for Termination of the CCAA Proceedings and for the Issuance of Other Orders" (hereinafter "the Motion"). The Motion was granted by the undersigned, in part, on November 22, 2013; a copy of the Order is annexed to these reasons. This text contains the reasons for that Order.

[2] On March 19, 2012, the undersigned issued an Initial Order under the *Companies' Creditors Arrangement Act* [1] ("CCAA") (hereinafter "the Initial Order") with regard to the Debtors. The stay of proceedings granted under the Initial Order has been extended on several occasions and ultimately until November 22, 2013.

[3] The Motion sought a declaration that the CCAA process is terminated together with various related and ancillary orders approving and ratifying the actions of the Monitor and the Chief Restructuring Officer ("CRO"), discharging the Monitor and the CRO from any liability, authorizing the filing of an assignment in bankruptcy by one of the Debtors, Aveos Fleet Performance Inc. ("Aveos"), terminating the CCAA charges created under the Initial Order (which included a directors' charge, administrative charge and CRO charge, the latter two to secure fees and disbursements and the former to secure personal liability of the directors).

[4] The rationale of the Motion is that the CCAA process is no longer warranted. Virtually all of the assets of Aveos have been sold. Whatever remains can be adequately disposed of in a receivership at less cost. The other Debtor, Aero Technical US, Inc. never had any assets of significance. While there remains a few issues to be resolved (for example, sale tax refunds), the only party interested is the secured lenders group who will suffer a shortfall and who have filed a Motion to Appoint a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act* [2] ("BIA").

[5] Indeed, despite service to an extensive list of stakeholders on the service list, no party has contested the Motion with the sole exception of counsel appearing on behalf of the International Association of Machinists and Aerospace Workers (the "Union") representing former unionized employees of Aveos. This contestation was limited to the discharge of the directors' charge which will be addressed hereinbelow.

[6] As well, the undersigned refused to include certain conclusions sought in the Motion regarding the discharge of liability of the Monitor and the CRO. The present text includes the reasons for such refusal.

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[1] R.S.C., 1985, c. C-36.
[2] R.S.C., 1985, c. B-3.

Directors' Charge

[7] In the hours following the issuance of the Initial Order, the board of directors of Aveos resigned with the exception of one board member who remained for the sole purpose of signing an affidavit supporting the Motion for the Appointment of the CRO. The CRO was appointed by the undersigned on March 20, 2012, and since that date Mr. Jonathan Solursh together with his team from the firm of R.e.l. Group Inc. have managed Aveos. Following the Initial Order, Aveos went through a process to liquidate its assets. Two (2) of the three (3) divisions of Aveos were sold en bloc such that the business enterprises of the engine maintenance and the components divisions recommenced operations albeit on a smaller scale and under new ownership. The CRO dealt with complex employment issues given deficits in pension funds and legacy obligations of Air Canada regarding employees who were transferred from Air Canada to Aveos when the latter was established following the CCAA reorganization of Air Canada in 2007.

[8] The Initial Order provided for a $5 million directors' charge to secure liabilities of the directors that might be incurred after the Initial Order. At that time, the unknown elements outweighed the known such that the quantification of employee liability was uncertain particularly given that the future of Aveos was equally uncertain. The existing directors' and officers' ("D&O") insurance policy was to expire in May of 2012. Nonetheless, given that the directors only remained in place for hours after the issuance of the Initial Order, and over the objection of counsel for the Union, the undersigned amended the Initial Order and reduced the directors' charge to $2 million on May 4, 2012 [3].

[9] The Union contested that reduction of the directors' charge essentially for the same reasons they contest the elimination of the directors' charge at this time. Despite payments to various employees and particularly the unionized employees, by Aveos and by Air Canada, there remains unpaid salary, vacation pay and severance for which directors have personal liability under the various applicable statutes including the *Canada Labour Code* [4]. Counsel for the Union argues that the directors' charge though initially established for the benefit of directors will ultimately benefit employees by securing on assets the personal liability of directors for salary, vacation pay and severance.

[10] Notwithstanding this argument, the undersigned terminated all of the CCAA charges, including the directors' charge for the reasons which follow.

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[3] See Reasons for Judgment, 2012 QCCS 1910 (May 8, 2012).
[4] R.S.C., 1985, c. L-2.

[11] The uncontradicted evidence adduced before the undersigned discloses that the remaining unpaid liabilities for wages, vacation pay and severance are approximately $8 million to $9 million. The Monitor informed the undersigned that $5 million of this should be paid by the federal government under the auspices of the *Wage Earner Protection Program Act* [5] ("WEPPA"), the process for which will be triggered by the appointment of the receiver pursuant to Section 243 BIA by the undersigned concurrent with the termination of the CCAA process.

[12] Aveos has put in place a D&O insurance policy which will terminate, according to its terms, with the termination of the CCAA process but which contains a three-year "runoff" period for claims to be made, i.e. until November 21, 2016. The amount of the coverage is $100 million in $10 million tranches. The first tranche is offered by Chubb Insurance Company of Canada ("Chubb Insurance"). The policy terms and conditions were filed in evidence before the undersigned and counsel for the Union confirmed that he has had the policy in his possession for some time.

[13] The amount of coverage under the D&O insurance policy appears more than adequate to cover the potential claims against directors in which the Union has an interest.

[14] Section 11.51(3) CCAA provides that the Court should not grant a directors' charge if it is of the opinion that the debtor company "could obtain adequate indemnification insurance for the directors or officers at a reasonable cost". This criterion should apply to the continuation of the existence of any directors' charge and not merely to the initial establishment of such charge.

[15] The insurance policy filed before me is on its face adequate. The premium has been paid, in effect, by the secured lenders who will not be reimbursed in full for their loans under any scenario in this matter.

[16] The potential liability of $8 million to $9 million to employees is confirmed by the Monitor who reports that the employee claims process has now run its course and the appeal period from any disallowance has expired. Accordingly, the aforementioned figure should not be subject to any significant variation.

[17] All but one of the former directors of Aveos was served with the Motion and the one who was not served was contacted. The attorney of the Debtors confirmed that none of the directors contest the Motion nor, specifically, the elimination of the directors' charge.

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[5] S.C. 2005, c. 47.

[18] The Union through its counsel fears that Chubb Insurance, the primary tranche insurer, will not honour claims. Counsel fears possible exclusions under the terms of the policy but notwithstanding specific questioning from the Court, counsel was unable or unwilling to specifically identify the troublesome clauses. Counsel for Chubb Insurance was present at the hearing and the attorney for the Union stated that he did not wish to specify his client's concerns for fear of planting the seed of an idea with the insurers. Counsel for the Union also added that Chubb Insurance has refused to confirm the coverage although no formal claims have been filed with Chubb Insurance at this time.

[19] On the balance of probabilities of the evidence before the undersigned, the potential claims of employees for wages, vacation pay and severance are adequately protected by the D&O insurance policy issued to Aveos and filed in evidence. Consequently, there is no reason to continue the directors' charge in the CCAA Initial Order.

Release of Monitor and CRO

[20] As indicated above, the Motion sought various declarations by way of releases and discharges of the Monitor and the CRO. More specifically, conclusions numbers 5, 8 and 9 of the Motion read as follows:

> "[5] **DECLARE** that the Monitor and the Chief Restructuring Officer, Mr. Jonathan Solursh (together with R.el. group inc., the "**CRO**") have duly and properly discharged and performed all of their obligations, liabilities, responsibilities and duties in their capacity as Monitor and Chief Restructuring Officer, respectively, pursuant to the Initial Order, the Order issued on March 20, 2012 (the "**CRO Order**"), and all other Orders issued by this Court in these CCAA Proceedings;
>
> [8] **DECLARE** that all actions of the Monitor and the CRO from the date of their respective appointments to the time of their discharge under this Order are hereby approved, ratified and sanctioned and the Monitor and the CRO shall incur no liability under the Initial Order, the CRO Order, or otherwise, in respect of any decisions or actions taken in the context of these CCAA Proceedings, including, without limitation, with respect to any information disclosed and any act or omission, save and except for any claim or liability arising out of any gross negligence or willful misconduct.
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> [9] **ORDER** that no action, demand, claim, complaint, or other proceedings shall be commenced or filed against the Monitor or the CRO in any way arising out of or related to their capacity, decision, actions or conduct, respectively, as Monitor and CRO, except with prior leave of this Court and on prior written notice to the Monitor and the CRO, the whole as provided by the Initial Order and the CRO Order and such further order

> securing, as security for costs, the full judicial and reasonable extrajudicial costs of the Monitor and the CRO in connection with any proposed action or proceedings as the Court hearing such motion for leave to proceed may deem just and appropriate."

[21] This Court refused to include conclusions number 5 in the Order as well as conclusion number 8 beyond the work "sanctioned" in the third line. The undersigned's initial hesitation regarding the latter part of conclusion number 9 above was overcome by representations of the Monitor's counsel to be explained hereinbelow.

[22] Counsel submits that it has become common practice for courts to incorporate in orders terminating CCAA proceedings "comprehensive and unequivocal" discharges for the CRO and the Monitor. Counsel has produced a great many of such recent orders by way of example [6]. Despite the abundance of such orders, there appears to be a dearth of reasons justifying such releases. Some judges hesitate [7] as does the undersigned who, with all deference, does not agree that such far reaching discharges are generally appropriate.

[23] The initial argument against the general release of the Monitor is one of statutory interpretation. A Monitor benefits from certain specific statutory releases under the CCAA for continuing employer obligations (Section 11.8(1)) and pre-existing environmental damage (Section 11.8(2)). This statutory protection is similar to that extended to trustees under the BIA under Section 14.06(1.2) and (2). A Monitor is also held harmless for loss or damage resulting from reliance by others on its reports prepared in good faith with reasonable care (Section 23(2) CCAA).

[24] A bankruptcy trustee is granted a general release at the termination of his duties in virtue of Section 41(8) BIA. No such release exists in the CCAA. Had the legislator so wished it could have incorporated into the CCAA, terms similar to Section 41(8) BIA as it did for employee and environmental liability in Sections 14.06(1.2) and (2) BIA and Sections 11.8(1) and 11.8(2) CCAA. Moreover, though not worded as a discharge, Section 25 CCAA imposes on the Monitor the obligation to act honestly and in good faith so that compliance with such statutory duty will presumably suffice to insulate a monitor from liability.

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[6] *Re Extreme Fitness, Inc.*, July 11, 2013, OSCJ, at para 9-11; *Re Great Basin Gold Ltd.*, June 28, 2013, SCBC, at para 5-9; *Re NFC Acquisition GP Inc., NFC Acquisition Corp., and NFC Land Holdings Corp.*, April 9, 2013, OSCJ, at para 8-10; *Re First Leaside Inc.*, December 7, 2012, OSCJ, at para 12-13; *Re Priszm Income Fund, Priszm Canadian Operating Trust, Priszm Inc. and Kit Finance Inc.*, September 14, 2011, OSCJ, at para 8-11; *Re Interwind Corp.*, October 15, 2010, OSCJ, at para 7-9; *Re Cover-All Holding Corp., Cover-All Building Systems Inc. and others*, April 23, 2010, ACQB, at para 7-8; *Re Nexinnovations Inc.*, April 8, 2008, OSCJ, at para 3, 16; *Re Autoliv ASP, Inc. and Greening Donald Co. Ltd. and 1548735 Ontario Limited*, April 15, 2007, OSCJ, at para 9.

[7] See J. Sarra, "Rescue! The Companies' Creditors Arrangement Act", Toronto, 2013, p. 574.

[25] However, given the broad discretion afforded a CCAA judge [8], the decision to grant discharges to the Monitor and the CRO in a termination motion is within the discretion of the judge. In the opinion of the undersigned, the exercise of this discretion is governed by policy and the circumstances of each case.

[26] In the present circumstances of this case, the CRO already benefits from a general release in paragraph 11 of the Order of March 20, 2012 appointing him:

> "[11] ORDERS that the CRO shall incur no liability or obligation as a result of his engagement or the fulfillment of his duties in the carrying out of the provisions of his engagement or as may be ordered by this Court, save and except for gross negligence or willful misconduct on his part, and no action or other proceedings shall be commenced against the CRO as a result of or relating in any way to his engagement as CRO, the fulfillment of his duties as CRO or the carrying out of any of the orders of this Court, except with prior leave of this Court."

[27] This broad release was granted under very specific circumstances by the undersigned. Aveos was in an urgent and desperate state in the hours following the Initial Order. As indicated above, within an hour of the issuance of the initial order, the board had resigned. There was an urgent need for someone to step in and assume responsibility in a situation where all potential liability was not readily evident. A CRO does not enjoy statutory protection at all as does the Monitor with regard to employee and environment issues. Also, because of the position of the CRO he could potentially be characterized as a *de facto* director, and thus subject to personal statutory liability for such things as wages, vacation pay and severance. In March 2012, the D&O insurance policy had two (2) months left to run without any certainty of the ability to renew it [9].

[28] It was in these circumstances that the protection of paragraph 11 quoted above was granted to the CRO upon his appointment.

[29] The protection granted to the Monitor, initially, in paragraph 41 of the Initial Order was analogous to Section 215 BIA, such that proceedings cannot be instituted against the Monitor without prior court approval.

[30] The full releases sought in conclusions 5 and 8 of the Motion quoted hereinabove and granted in other instances by other members of the judiciary are, in the opinion of the undersigned, and with great respect, excessive.

[31] The undersigned did not refrain from granting a release to the CRO and the Monitor in specific instances where warranted by circumstances such as the CRO order above. As well, the undersigned's Order Authorizing the Cancellation of a Letter of Credit and to Make Certain Distributions of October 11, 2013 provided, *inter alia,* for

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[8] *Century Services Inc. vs Canada (P.G.)*, [2010] 3 S.C.R. 379, at para 57 and following.
[9] Mr. Solursh is however now covered by such D&O insurance policy.

certain payments to former Aveos' employees in respect of pension, health and disability benefits with funds received from Air Canada. These funds were made available following the initiative of the CRO and the Monitor to settle such matter with Air Canada. The circumstance was appropriate in the undersigned's opinion that the CRO and the Monitor not have personal liability regarding the payments ordered. They were not the employer and would not have been liable for the payments. They should not have been subject to liability by settling the matter, receiving the funds from Air Canada and making the payments to former employees.

[32] The terms of the releases now sought in conclusions 5 and 8 above essentially discharge all liability (except for gross negligence and willful misconduct) which would include liability arising in factual circumstances in the course of the administration not put before the Court regarding parties not necessarily before the Court. This appears to the undersigned as the antithesis of judicial process.

[33] Not only is the process unfair and unjust to anyone who might have a claim, but it seems excessive given the existing protection. Proceedings are subject to court approval to weed out any frivolous claims. The Monitor as a professional can obtain errors and omissions insurance. As well, in a case where the secured lending group is a major stakeholder and the CCAA process became a liquidation, an indemnity from the lenders would not be unheard of as an additional shield of liability. Moreover, the order annexed hereto does include a confirmation that all actions of the Monitor (and the CRO) are approved, ratified and sanctioned. The latter order was issued by the undersigned with a view to bringing finality and certainty to the process. Given the aforementioned, the discharges in conclusions 5 and 8 appear unnecessary.

[34] As a matter of policy, the undersigned does not view it as a negative that professionals such as a monitor know that they are potentially liable for negligent acts. While the vast majority of monitors behave in a professional and prudent matter, the deterrence of potential liability is a great motivation to continue such professional and prudent conduct.

[35] Nothing herein should be interpreted as any indication that this Court is aware of any fact, circumstance or action of the Monitor (or the CRO) in this file that might engender their liability. To the contrary, both the Monitor (and its representatives) and the CRO (and his team), exhibited throughout not only a high degree of professional conduct but also business acumen and practical initiative so as to bring about relatively positive solutions in very unfortunate circumstances not of their making.

[36] Moreover, despite initial reticence, the undersigned not only repeated in the annexed order the condition in the Initial Order that any proceedings against the Monitor or the CRO be subject to prior court approval, but the undersigned was also convinced by the Monitor's counsel to include the language found above (conclusion 9) which puts forward the possibility that should any such approval to sue the CRO or the Monitor be granted, then, the Court would have further discretion that such approval be subject to

the posting of security by the claimant for the legal fees and costs of the CRO and the Monitor. The undersigned is aware of the cogent reasons of Gascon, J.S.C., as he then was, in *Mecachrome International Inc.* [10] for refusing such an order because it is not based on any statutory provision and is an impediment to free access to the courts. However, if the possibility of liability of a monitor is worth maintaining as a deterrent for improper conduct by a monitor, then so can be the deterrent effect against a member of the public being potentially obliged to secure a monitor's legal fees should frivolous legal proceedings be proposed. While the message of impunity should not be communicated by the court to the monitor, the latter is nevertheless worthy of some special protection, as the officer of the court. In this manner, the undersigned believes that the restriction on access to the courts in the order is reasonable.

[37] It is noteworthy that provisions for costs for improper proceedings are not unknown to our legal system. Specifically, such provision can be ordered, in Québec, under Article 54.1 and following of the Code of Civil Procedure.

[38] Lastly, conclusion 10 of the Order (corresponding to conclusion 9 of the Motion) providing for prior court approval of any legal proceedings, may be redundant since a similar provision is contained in the Initial Order (with regard to the Monitor) and in the Order appointing the CRO. However, it appears appropriate to include this in a final order so that the latter stand alone at least regarding any liability of the Monitor for the future.

[39] As indicated above, a copy of the Order issued on November 22, 2013 is annexed to these reasons.

MARK SCHRAGER, J.S.C.

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[10] 2010 QCCS 2683.

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Hearing Date: November 22, 2013

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

NO: 500-11-042345-120

DATE: November 22, 2013

PRESIDING: THE HONOURABLE MARK SCHRAGER, J.S.C.

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

AVEOS FLEET PERFORMANCE INC./
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and

AERO TECHNICAL US, INC.

Insolvent Debtors/Petitioners

and

FTI CONSULTING CANADA INC.

Monitor

and

REGISTRAR OF THE PERSONAL AND MOVEABLE REAL RIGHTS REGISTRY OFFICE

Mis en cause

TERMINATION AND DISCHARGE ORDER

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[1] **ON READING** Petitioners' *Motion for Termination of the CCAA Proceedings and for the Issuance of Other Orders* pursuant to Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**"), the affidavit of Jonathan Solursh filed in support thereof, the Fifteenth Report of the Chief Restructuring Officer and the Twenty-Sixth Report of the Monitor FTI Consulting Canada Inc., relying upon the submissions of counsel and being advised that the interested parties were given prior notice of the presentation of the Motion;

[2] **SEEING** the provisions of the CCAA;

WHEREFORE, THE COURT:

[3] **GRANTS** the *Motion for Termination of the CCAA Proceedings and for the Issuance of Other Orders* (the "**Motion**");

[4] **DECLARES** that all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion, or, otherwise, in the Initial Order dated March 19, 2012, as amended and restated, granted by the Honourable Mark Schrager, j.s.c. in the present matter (the "**Initial Order**");

[5] **DECLARES** that the time for service of the Motion is abridged to the time actually given and that service of the Motion and supporting material is good, valid and sufficient, and any further service thereof is hereby dispensed with;

[6] **ORDERS** and **DECLARES** that, upon the issuance by the Official Receiver of a Certificate of Appointment in respect of the assignment in bankruptcy of Aveos Fleet Performance Inc., the present proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**") (the "**CCAA Proceedings**") are terminated and discontinued, and the Petitioners are discharged and released from these CCAA Proceedings, including any Orders made therein;

[7] **ORDERS** that the CCAA Charges established in the Initial Order and in the Order issued on March 20, 2012 (the "**CRO Order**"), namely the Directors' Charge, the Administrative Charge and the CRO Charge, are hereby terminated and discharged and shall be released and deleted as charges against the Property effective as of the issuance of this Order;

[8] **ORDERS** the Registrar of the Quebec *Régistre des droits personnels et réels mobiliers* ("RDPRM") to cancel and remove the hypothecs and charges created by the Initial Order and the CRO Order as against all Property of the Petitioners, subject to this Order being final and to payment of the required filing fees; registered under numbers 12-042734-0001, 12-042734-0003, 12-042734-0004, 12-052900 7-0001, 12-052900 7-0002 and 12-052900 7-000

[9] **DECLARES** that all actions of the Monitor and of the Chief Restructuring Officer, Mr. Jonathan Solursh (together with R.el. group inc., the "**CRO**") from the date of their respective appointments to the time of their discharge under this Order are hereby approved, ratified and sanctioned;

[10] **ORDERS** that no action, demand, claim, complaint, or other proceedings shall be commenced or filed against the Monitor or the CRO in any way arising out of or related

to their capacity, decision, actions or conduct, respectively, as Monitor and CRO, except with prior leave of this Court and on prior written notice to the Monitor and the CRO, the whole as provided by the Initial Order and the CRO Order and such further order securing, as security for costs, the full judicial and reasonable extrajudicial costs of the Monitor and the CRO in connection with any proposed action or proceedings as the Court hearing such motion for leave to proceed may deem just and appropriate;

[11] **ORDERS** and **DECLARES** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the rights, approvals and protections in favour of the Monitor and the CRO pursuant to the Initial Order, the CRO Order or any other Order of this Court in these CCAA Proceedings, the CCAA, or otherwise, all of which are expressly continued and confirmed;

[12] **ORDERS** and **DECLARES** that Aveos Fleet Performance Inc. is authorized to file with MNP Ltd. an assignment in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;

[13] **DECLARES** that the CRO is authorized to negotiate and execute any and all documents and take any steps required to effect the assignment in bankruptcy of Aveos Fleet Performance Inc.;

[14] **ORDERS** and **DECLARES** that, upon the issuance by the Official Receiver of a Certificate of Appointment in respect of the assignment in bankruptcy of Aveos Fleet Performance Inc., the appointment of the Monitor, FTI Consulting Canada Inc., pursuant to the Initial Order shall be automatically terminated and the Monitor discharged from any further obligations under the Initial Order or any other Order of this Court in the CCAA Proceedings;

[15] **ORDERS** and **DECLARES** that, upon the issuance by the Official Receiver of a Certificate of Appointment in respect of the assignment in bankruptcy of Aveos Fleet Performance Inc., the appointment of the CRO shall be automatically terminated and the CRO discharged from any further obligations under the Initial Order, the CRO Order or any other Order of this Court in the CCAA Proceedings;

[16] **ORDERS** and **DECLARES** that, notwithstanding any provision of this Order, the termination of the CCAA Proceedings and the discharge of the Monitor and the CRO, the Monitor and the CRO may carry out such functions and duties as may be incidental to the termination of the CCAA Proceedings and the transition to a receivership and/or bankruptcy of the Petitioners pursuant to any further order of this Court or as otherwise required. In carrying out such functions and duties, the Monitor and the CRO shall continue to have the benefit of any and all protections granted in the CCAA Proceedings and nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor and the CRO, which protections shall continue to apply in the receivership and bankruptcy proceedings, *mutatis mutandis*.

[17] **ORDERS** that any and all administrative matters relating to the CCAA Proceedings, which arise following the termination of the CCAA Proceedings and the effective date of appointment of the receiver, may be brought before this Court for determination, advice and direction;

[18] **ORDERS** that all persons shall cooperate fully with Aveos, the Monitor and the CRO and do all such things that are necessary or desirable for the purposes of giving effect to and in furtherance of the present Order;

[19] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

[20] **ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada;

[21] **ORDERS** the provisional execution of the present Order, notwithstanding any appeal and without the necessity of furnishing any security;

[22] **THE WHOLE WITHOUT COSTS.**

MARK SCHRAGER, j.s.c.

Hearing date: November 22, 2013

COPIE CONFORME

Greffier adjoint