

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF  
SKYSERVICE AIRLINES INC.**

**BETWEEN:**

**THOMAS COOK CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**MOTION RECORD  
(Motion for Approval of Quiettouch Settlement)**

September 21, 2011

**McCarthy Tétrault LLP**  
Suite 5300, P.O. Box 48  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

**Jamey Gage** LSUC#: 346761  
Tel: (416) 601-7539  
E-mail: [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)

**Geoff R. Hall** LSUC#: 347010  
Tel: 416 601-7856  
E-mail: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca)

**Heather Meredith** LSUC#: 48354R  
Tel: (416) 601-8342  
E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)

Fax: (416) 868-0673  
Lawyers for FTI Consulting Canada Inc., in its  
capacity as court-appointed receiver of  
Skyservice Airlines Inc.

TO: **The Service List**

**SERVICE LIST**

**TO: OSLER, HOSKIN & HARCOURT LLP**  
P.O. Box 50  
1 First Canadian Place  
Toronto, ON M5X 1B8

**John MacDonald**  
Tel: 416-862-5672  
E-mail:jmacdonald@osler.com

**Mary Paterson**  
Tel: 416-862-4924  
E-mail:MPaterson@osler.com

**Steven Golick**  
Tel: 416-862-6704  
E-mail:sgolick@osler.com

Fax: 416-862-6666

Lawyers for the applicant, Thomas Cook Canada, Ltd.

**AND TO: BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400  
100 King Street West, P.O. Box 130  
Toronto, ON M5K 1A4

**Mark S. Laugesen**  
Tel: 416-777-4802  
Fax: 416-863-1716  
E-mail:laugesenm@bennettjones.ca

Lawyers for Gibralt Capital Corporation

**AND TO: HEENAN BLAIKIE LLP**  
Bay Adelaide Centre  
P.O. Box 2900  
333 Bay Street, Suite 2900  
Toronto, Ontario M5H 2T4

**J. Scott Martyn**  
Tel: 416-643-6901  
E-mail: smartyn@heenan.ca

Lawyers for Millard Air

**AND TO: BLAKE, CASSELS & GRAYDON LLP**  
199 Bay Street  
Suite 2800, Commerce Court West  
Toronto ON M5L 1A9

**Linc Rogers**  
Tel: 416-863-4168  
E-mail: linc.rogers@blakes.com

**Steven J. Weisz**  
Tel: 416-863-2616  
E-mail: steven.weisz@blakes.com

**Christopher Burr**  
Tel: 416-863-3301  
E-mail: chris.burr@blakes.com

**Cathy Beagan Flood**  
Tel: 416-863-2269  
E-mail: cbe@blakes.com

**Nathan Cheifetz**  
Tel: 416-863-2969  
E-mail: nathan.cheifetz@blakes.com

Fax: 416-863-2653

Lawyers for Sunwing Tours Inc. and Thomson Airways Limited

**AND TO: BLAKE, CASSELS & GRAYDON LLP**  
199 Bay Street  
Suite 2800, Commerce Court West  
Toronto ON M5L 1A9

**Pamela L. J. Huff**  
Tel: 416-863-2858  
E-mail: pamela.huff@blakes.com  
Fax: 416-863-2653

Lawyers for C.I.T. Leasing Corporation

**AND TO: KOSKIE MINSKY LLP**  
Suite 900-20 Queen Street West  
Toronto, ON M5H 3R3

**Demetrios Yiokaris**  
Tel: 416-595-2130  
E-mail: [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca)  
Fax: 416-204-2810

Lawyers for Skyservice Cabin Crew Association

**AND TO: BLAKE, CASSELS & GRAYDON LLP**  
199 Bay Street  
Suite 2800, Commerce Court West  
Toronto ON M5L 1A9

**Donald Gray**  
Tel: 416-869-5998  
E-mail: [donald.gray@blakes.com](mailto:donald.gray@blakes.com)  
Fax: 416-350-6942

**Auriol Marasco**  
Tel: 416-863-2788  
E-mail: [auriol.marasco@blakes.com](mailto:auriol.marasco@blakes.com)

Lawyers for AerCo Limited/AerCap Ireland Limited, GE Commercial Aviation Services, Limited, Celestial Aviation Trading 23 Limited, Jetscape, Inc., IAI V, Inc., Mitsubishi Corporation, MCAP Europe Limited and ORIX Aviation Systems Limited

**AND TO: GOWLING LAFLEUR HENDERSON LLP**

1 First Canadian Place  
100 King Street West  
Suite 1600  
Toronto, ON M5X 1G5

**Clifton P. Prophet**

Tel: 416-862-3509  
E-mail:clifton.prophet@gowlings.com

**Patrick Shea**

Tel: 416-369-7399  
E-mail:patrick.shea@gowlings.com

**Frank Lamie**

Tel: 416-862-3609  
E-mail:frank.lamie@gowlings.com  
Fax: 416-862-7661

Lawyers for NAV CANADA

**AND TO: OSLER, HOSKIN & HARCOURT LLP**

P.O. Box 50  
1 First Canadian Place  
Toronto, ON M5X 1B8

**Rupert H. Chartrand**

Tel: 416-862-6575  
E-mail:rchartrand@osler.com

**Shawn Irving**

Tel: 416-862-4733  
E-mail:sirving@osler.com

**Allan Coleman**

Tel: 416-862-4941  
E-mail:acoleman@osler.com

Fax: 416-862-6666

Lawyers for Greater Toronto Airports Authority and  
Ottawa MacDonald-Cartier International Airport Authority

**AND TO: CALEY WRAY**  
1600-65 Queen Street West,  
Toronto, ON M5H 2M5

**Jesse B. Kugler**  
Tel: 416-775-4677  
E-mail:kuglerj@caleywrap.com  
Fax: 416-366-3293

Solicitor's for SkyCap, Union representing company's pilots

**AND TO: AIKINS, MACAULAY & THORVALDSON LLP**  
30th Floor  
360 Main Street  
Winnipeg, Manitoba R3C 4G1

**JJ Burnell**  
Tel: 204-957-4663  
E-mail:jjbb@aikins.com  
Fax: 204-957-4285

**Allan F. Foran**  
Tel: 204-957-4664  
Email: aff@aikins.com  
Fax: 204-957-4240

**CHAITONS LLP**  
5000 Yonge St.  
Toronto, ON M2N 7E9

**Harvey Chaiton**  
Tel: 416-218-1129  
E-mail:harvey@chaitons.com  
Fax: 416-218-1849

**Doug Bourassa**  
Tel: 416-218-1145  
E-mail:doug@chaitons.com  
Fax: 416-218-1845

Lawyers for Winnipeg Airports Authority

**AND TO: GOODMAN'S LLP**  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**John Keefe**  
Tel: 416-597-4268  
E-mail: jkeefe@goodmans.ca

**Julie Rosenthal**  
Tel: 416 597-4259  
E-mail: jrosenthal@goodmans.ca

Fax: 416-979-1234

Lawyers for Skyservice Investments Inc. and Ron Patmore, in his capacity as a representative of the former minority shareholders of Skyservice Airlines Inc.

**AND TO: MCCARTHY TÉTRAULT LLP**  
66 Wellington Street West  
Suite 5300, TD Bank Tower  
Toronto Dominion Centre  
Toronto, ON M5K 1E6

**James Gage**  
Tel: 416-601-7539  
E-mail: jgage@mccarthy.ca

**Geoff Hall**  
Tel: 416-601-7856  
E-mail: ghall@mccarthy.ca

**Heather Meredith**  
Tel: 416-601-8342  
E-mail: hmeredith@mccarthy.ca



**AND TO: FTI CONSULTING INC.**  
TD Waterhouse Tower, Suite 2010  
79 Wellington Street  
Toronto, ON M5K 1G8

**Nigel D. Meakin**  
Tel: 416-649-8065  
E-mail:nigel.meakin@fticonsulting.com

**Jamie Engen**  
E-mail:Jamie.Engen@fticonsulting.com

**Jodi Porepa**  
E-mail:Jodi.porepa@fticonsulting.com

Fax: 416-649-8101

Appointed Receiver of Skyservice Airlines Inc.

**AND TO: CAW-CANADA**  
205 Placer Court  
Toronto ON M2H 2H9

**Lewis Gottheil**  
Tel: 416-495-3776  
E-mail:lewis.gottheil@caw.ca

**Farah Baloo**  
Tel: 416-718-8476  
E-mail:farah.baloo@caw.ca

Fax: 416-495-3786

Lawyers for National Automobile, Aerospace, Transportation and General  
Workers Union of Canada (CAW-Canada) and its Local 2002

**AND TO: FRASER MILNER CASGRAIN LLP**  
1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1B2

**Daniel R. Dowdall**  
Tel: 416-863-4700  
E-mail: dan.dowdall@fmc-law.com

**Jane O. Dietrich**  
Tel: 416-863-4467  
E-mail: jane.dietrich@fmc-law.com

**Kate Stigler**  
Tel: 416-862-3482  
E-mail: kate.stigler@fmc-law.com

Fax: 416-863-4592

Lawyers for International Lease Finance Corporation

**AND TO: MINDEN GROSS LLP**  
145 King Street West, Suite 2200  
Toronto ON M5H 4G2

**Timothy R. Dunn**  
Tel: 416-369-4335  
E-mail: tdunn@mindengross.com  
Fax: 416-864-9223

Lawyers for AeroMechanical Services Ltd.

**AND TO: WOOLGAR VANWIECHEN KETCHESON DUCOFFE LLP**  
70 The Esplanade, Suite 401  
Toronto ON M5E 1R2

**Christopher J. Cosgriffe**  
Tel: 416-867-1666  
E-mail: ccosgriffe@woolvan.com  
Fax: 416-867-1434

Lawyers for Lutex Leasing Inc.

**AND TO: SITA**  
1 London Gate  
252-254 Blyth Road  
Hayes, Middlesex  
UB3 1BW  
United Kingdom

**Sean Stevenson**, Group Credit Control Manager  
Tel: +44 (0) 208 756 8350  
Email: sean.stevenson@sita.aero

**SITA**  
770 Sherbrooke Street West  
Suite 1600  
Montreal, Quebec H3A 1G1

**Diana Tomassetti**, Legal Officer  
Tel: +1 (514) 982-3502  
E-mail: Diana.Tomassetti@sita.aero  
Fax: +1 (514) 982-3592

**AND TO: FASKEN MARTINEAU DUMOULIN LLP**  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto, ON M5H 2T6

**Stuart Brotman**  
Tel: 416-865-5419  
E-mail: sbrotman@fasken.com  
Fax: 416 364-7813

Lawyers for LTU

**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE**  
33 King Street West, 6th Floor,  
PO Box 620  
Oshawa, ON L1H 8E9

**Kevin J. O'Hara**  
E-mail: kevin.ohara@ontario.ca

Ministry of Finance

**AND TO: DEPARTMENT OF JUSTICE ONTARIO REGIONAL OFFICE**  
PO Box 36, Exchange Tower  
3400-130 King Street West  
Toronto, ON M5X 1K6

**Diane Winters**  
Tel: 416.973.3172  
Fax: 416.973.0810  
Email: [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca)

Department of Justice

**AND TO: MINISTRY OF REVENUE**  
Revenue Collections Branch  
Insolvency Unit  
33 King St. West  
PO Box 627  
Oshawa ON L1H 8H5

**L. Parent** – Insolvency Officer  
Tel: 1-866-668-8297 ext: 18562  
E-mail: [larry.parent@fin.gov.on.ca](mailto:larry.parent@fin.gov.on.ca)  
Fax: 905-436-4524

**AND TO: BLANEY MCMURTRY LLP**  
2 Queen Street East, Suite 1500  
Toronto ON M5C 3G5

**Lou Brzezinski**  
Tel: 416-593-2952  
E-mail: [lbrzezinski@blaney.com](mailto:lbrzezinski@blaney.com)  
Fax: 416-593-5437

Lawyers for Quiettouch Inc.

**AND TO: HEICO CORPORATION**  
825 Brickell Bay Drive  
Suite 1644  
Miami, FL 33131

**Joseph W. Pallot**  
Tel: (305) 374-1745 / (954) 744-7576  
E-mail: [jpallot@heico.com](mailto:jpallot@heico.com)  
Fax: (305) 374-6742

Counsel for Prime Air LLC

**AND TO: STEWART MCKELVEY**  
Suite 900, Purdy's Wharf Tower 1  
1959 Upper Water Street  
P.O. Box 997  
Halifax NS B3J 2X2

**Maurice P. Chiasson**  
Tel: 902.420.3200 / 902.420.3300  
E-mail: mchiasson@smss.com  
Fax: 902.496.6176

Counsel for STS

**AND TO: ARINC INCORPORATED**  
2551 Riva Rd  
Annapolis, MD 21401  
USA

**Richard Schwappach**  
Tel: 410-266-2108  
E-mail:rschwapp@arinc.com  
Fax: 410-573-3278

**AND TO: CONTINENTAL TRAVEL & TOURS LIMITED**  
Av. Abraham Lincoln 960  
Santo Domingo, Santo Domingo 1083  
Dominican Republic

**Cristina Nicolas**  
Tel: (809) 562-9606  
E-mail:cnicolas@ctt.com.do

**AND TO: NASSAU FLIGHT SERVICES**  
Nassau Intl Airport  
Nassau, NP AP59203  
Bahamas

**Ian Mortemore**  
Tel: 242-377-8339  
E-mail:imortemore@nassauflightservices.com  
Fax: 242-377-5239  
Cell: 242-557-5298

**AND TO: PETER SCHIRMAIER**  
86 Coloniale Way  
Beaumont, Alberta T4X 1M3  
Canada

Tel: 780-929-6711  
E-mail:bigjetmech@shaw.ca

**AND TO: SAI FUN CO**  
1480 Britannia Road West  
Mississauga, ON L5V 2K4  
Canada

Tel: 416-722-1392  
E-mail:saifunso@hotmail.com

**AND TO: STEPHANIE BEATTIE**  
13 Denby  
Port Dover, ON N0A 1N4  
Canada

**Stephanie Beattie**  
Tel: 519-583-0321  
E-mail:steffbt@yahoo.com

**AND TO: TALISMAN MOVING SERVICES INC.**  
C12 - 1515 Matheson Blvd E  
Mississauga, ON L4W 2P5  
Canada

**Ed Hodge**  
Tel: 905-290-9344  
E-mail:talisman@rogers.com  
Fax: 905-624-4711

**AND TO: UNITED STATES OF AMERICA**  
1100 L St. NW  
Room 11002  
Washington, DC 20005  
USA

**Office of Foreign Litigation**  
Tel: 202-514-7455  
E-mail:jonathan.welch@usdoj.gov  
Fax: 202-514-6584

**AND TO: FASKEN MARTINEAU DUMOULIN LLP**  
**333 Bay Street, Suite 2400**  
**Bay Adelaide Centre, Box 20**  
**Toronto ON M5H 2T6**

**Edmond F.B. Lamek**  
Tel: (416) 865-4506  
Fax: (416) 364-7813  
E-mail: [elamek@fasken.com](mailto:elamek@fasken.com)  
Lawyers for Air Transat

# INDEX



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF  
SKYSERVICE AIRLINES INC.**

**BETWEEN:**

**THOMAS COOK CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**INDEX**

<b>TAB</b>	<b>DESCRIPTION</b>
1.	Notice of Motion
2.	Twelfth Report of the Receiver
A.	Quiettouch Settlement Agreement
3.	Draft Order

**TAB 1**

Court File No. CV-10-8647-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF  
SKYSERVICE AIRLINES INC.**

**BETWEEN:**

**THOMAS COOK CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**NOTICE OF MOTION  
(Approval of Quiettouch Settlement)**

FTI Consulting Canada Inc. ("FTI") in its capacity as court appointed receiver (the "Receiver") of the property, assets and undertaking of Skyservice Airlines Inc. ("Skyservice") will make a motion to a judge presiding over the Commercial List at 10:00 a.m. on Friday, September 23, 2011 at 330 University Avenue, Toronto.

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

**THE MOTION IS FOR:**

(a) An order:

- (i) Abridging the time for service of the Notice of Motion and the Motion Record so that this motion is properly returnable on September 23, 2011 and dispensing with further service thereof; and
  - (ii) Approving the settlement of a claim submitted by Quiettouch Inc. (“Quiettouch”) and vesting title to certain information technology equipment in Quiettouch in return for a withdrawal of its secured claim (the “Quiettouch Settlement”); and
- (b) Such further and other relief as this Honourable Court considers just.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. By order of the Honourable Justice Gans (the “Receivership Order”) dated March 31, 2010 (the “Date of Receivership”), the Receiver was appointed receiver of all of the assets, undertakings and properties of Skyservice acquired for or used in relation to a business carried on by Skyservice, including all proceeds thereof.
2. A claims process was approved by the Court by order of the Honourable Justice Morawetz dated July 27, 2010 (the “Claims Process”).

**Quiettouch Settlement**

3. Quiettouch provided Skyservice with hosting services, including hosting the Skyservice accounting system and its e-mail and voicemail services (“Hosting Services”). In relation thereto, certain pieces of equipment belonging to Skyservice, such as computer servers (the “Equipment”), were located in the Quiettouch premises.
4. Quiettouch submitted a claim in the Claims Process for \$363,408, which it alleges is owing to it (the “Quiettouch Claim”). Quiettouch alleged that the majority of the Quiettouch Claim was secured and that such security was perfected by its possession of the Equipment.

5. The Receiver issued a disallowance of the Quiettouch Claim , which Quiettouch disputed . The Receiver and Quiettouch engaged in discussions with a view to resolving the Quiettouch Claim and addressing possession of the Equipment.

6. After continued discussions, an agreement was reached (the “Quiettouch Settlement”) wherein the Receiver agreed to seek an order approving the transfer of the Equipment to Quiettouch on an as-is where-is basis free and clear of any liens, claims or encumbrances on the terms described in the Quiettouch Settlement (the “Quiettouch Order”), and if the Quiettouch Order was granted, then effective upon receipt thereof, among other things:

- (i) Quiettouch agreed to withdraw the Quiettouch Claim submitted in the Claims Process;
- (ii) Skyservice agreed to transfer its right, title and interest in and to the Equipment, on an as-is where-is basis, to Quiettouch in exchange for the withdrawal of the Quiettouch Claim as set out above; and
- (iii) releases were exchanged.

7. The Receiver is of the view that the Quiettouch Settlement and the requested Quiettouch Order is appropriate and in the best interests of the estate and the creditors of Skyservice. Among other things, the Receiver is satisfied that there is a limited market for the Equipment and given the potential costs associated with determining the Quiettouch Claim and the possibility that the Quiettouch Claim may be successful in whole or in part, the Quiettouch Settlement represents a reasonable resolution.

#### **Rules and provisions relied upon**

8. The Receiver relies upon:

- (a) The receivership order of Justice Gans dated March 31, 2010;
- (b) The claims process order of Justice Morawetz dated July 27, 2010;

- (c) *The Bankruptcy and Insolvency Act*(Canada);
- (d) *The Rules of Civil Procedure*; and
- (e) Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Twelfth Report of the Receiver; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

September 21, 2011

**McCarthy Tétrault LLP**  
Suite 5300, P.O. Box 48  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

**Jamey Gage** LSUC#: 34676I  
Tel: (416) 601-7539  
E-mail: [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)

**Geoff R. Hall** LSUC#: 34701O  
Tel: 416 601-7856  
E-mail: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca)

**Heather Meredith** LSUC#: 48354R  
Tel: (416) 601-8342  
E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)

Fax: (416) 868-0673

Lawyers for FTI Consulting Canada Inc., in its capacity as court-appointed receiver of Skyservice Airlines Inc.

TO: SERVICE LIST

IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.

BETWEEN:

THOMAS COOK CANADA INC.

- and -

SKYSERVICE AIRLINES INC.

Court File No. CV-10-8647-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**NOTICE OF MOTION**

**McCarthy Tétrault LLP**  
Suite 5300, P.O. Box 48  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

**Jamey Gage** LSUC#: 346761  
Tel: (416) 601-7539  
E-mail: [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)

**Geoff R. Hall** LSUC#: 347010  
Tel: 416 601-7856  
E-mail: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca)

**Heather Meredith** LSUC#: 48354R  
Tel: (416) 601-8342  
E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)

Fax: (416) 868-0673

Lawyers for FTI Consulting Canada Inc.  
#10751076

**TAB 2**



**Court File No. CV-10-8647-00CL**

**Skyservice Airlines Inc.**

**TWELFTH REPORT OF THE RECEIVER**

**September 21, 2011**

Court File No. CV-10-8647-00CL

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

**IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.**

**Between**

**Thomas Cook CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**TWELFTH REPORT  
TO THE COURT SUBMITTED BY  
FTI CONSULTING CANADA INC.  
IN ITS CAPACITY AS RECEIVER**

**INTRODUCTION**

1. On March 31, 2010 (the “**Date of Appointment**”), FTI Consulting Canada Inc. (“**FTI**”) was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Skyservice Airlines Inc. (“**Skyservice**”) pursuant to the order of the Honourable Mr. Justice Gans (the “**Receivership Order**”) granted upon the application of Thomas Cook Canada Inc. (“**Thomas Cook**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act R.S.C. 1985 c. B-3 as amended* (the “**BIA**”) and section 101 of the *Courts of Justice Act R.S.O. 1990 c.43 as amended*.

2. To date, the Receiver has filed a number of reports including, most recently, its Eleventh Report. The purpose of this, the Receiver's Twelfth Report, is to request the granting by this Honourable Court of an order approving the settlement of a claim submitted by Quiettouch Inc. ("**Quiettouch**") and vesting title to certain information technology equipment in Quiettouch in return for a withdrawal of its secured claim.

#### **TERMS OF REFERENCE**

3. In preparing this report, the Receiver has relied upon unaudited financial information of Skyservice, Skyservice's books and records, certain financial information prepared by Skyservice and discussions with Skyservice's employees. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information. Accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this report or relied on in its preparation. Future oriented financial information reported or relied on in preparing this report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
4. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined are as defined in the Receivership Order or the Receiver's Reports.

#### **THE QUIETTOUCH SETTLEMENT**

5. Quiettouch and Skyservice are or were parties to a managed services agreement ("**Services Agreement**") pursuant to which Quiettouch provided Skyservice with hosting environment services, including hosting the Skyservice accounting system and its e-mail and voicemail services ("**Hosting Services**"). In relation to the Services Agreement, certain pieces of equipment belonging to Skyservice, such as computer servers (the "**Equipment**"), were located in the Quiettouch premises.

6. Subsequent to the date of the Receivership, Century Services Inc., the liquidator under the Liquidation Services Agreement, offered the Equipment for sale as part of the liquidation of the assets. Because the Receiver did not have physical possession of the Equipment expressions of interest (“EOIs”) were requested from interested parties. Three EOI’s from arm’s length parties to purchase the Equipment were received. The highest EOI was for \$42,500. The Receiver sought the return of the Equipment from Quiettouch to complete the sale of the Equipment; however, Quiettouch asserted it had a security interest in the Equipment. Possession of the Equipment has remained with Quiettouch to date.
7. Other than the claim of Thomas Cook Canada Inc. (“**Thomas Cook**”) discussed below, the Receiver is not aware of any other party having an interest in the Equipment. In that regard, no party other than Thomas Cook filed a claim in the Claims Process (defined below) alleging an interest in the Equipment. While Thomas Cook filed a secured claim relying upon security documents including a general security agreement, the Receiver has brought a motion returnable at the same time as this motion to address that claim and, if the order sought therein is obtained, it will result in a declaration that the Thomas Cook secured claim has been satisfied in full. Further information in this regard is contained in the Eleventh Report of the Receiver.
8. As part of the claims process approved by the Court pursuant to the order dated July 27, 2010 (the “**Claims Process**”), Quiettouch submitted a claim (originally in the form of an invoice delivered prior to the Claims Bar Date but later delivered as a complete claims form) for \$363,408, which it alleges is owing in relation to the Services Agreement, among other things (the “**Quiettouch Claim**”).
9. Quiettouch alleged that the majority of the Quiettouch Claim was secured based on language in the Services Agreement and further alleged that such security was perfected by its possession of the Equipment.

10. The Receiver issued a disallowance of the Quiettouch Claim (the “**Disallowance**”), disallowing the claim as a secured claim on the basis that no evidence had been provided to establish that the Equipment had been held as collateral. The Receiver further noted that, with respect to any claim to this amount on an unsecured basis, no evidence of mitigation had been provided.
11. Quiettouch disputed the Disallowance in accordance with the Claims Process and the Receiver and Quiettouch engaged in discussions with a view to resolving the Quiettouch Claim and addressing possession of the Equipment.
12. After continued discussions, an agreement was reached (the “**Quiettouch Settlement**”) wherein the Receiver agreed to seek an order approving the transfer of the Equipment to Quiettouch on an as-is where-is basis free and clear of any liens, claims or encumbrances on the terms described in the Quiettouch Settlement (the “**Quiettouch Order**”), and if the Quiettouch Order was granted, then effective upon receipt thereof, among other things:
  - (i) Quiettouch agreed to withdraw the Quiettouch Claim submitted in the Claims Process;
  - (ii) Skyservice agreed to transfer its right, title and interest in and to the Equipment, on an as-is where-is basis, to Quiettouch in exchange for the withdrawal of the Quiettouch Claim as set out above; and
  - (iii) releases were exchanged.

The Quiettouch Settlement agreement is attached hereto as Schedule “A”.

13. The Receiver is of the view that the Quiettouch Settlement and the requested Quiettouch Order is appropriate and in the best interests of the estate and the creditors of Skyservice for the following reasons:

- (i) There would be costs associated with determining the Quiettouch Claim, such as costs of further litigation or appearances before a claims officer, which would have imposed costs on the estate;
- (ii) While the original purchase price of the Equipment was higher, the Receiver understands that there is a limited market for the Equipment. The two EOI's received from arm's length parties were both significantly less than the Quiettouch Claim;
- (iii) The Quiettouch Settlement eliminates any unsecured claim Quiettouch may have had from the estate; and
- (iv) In light of the limited value of the Equipment and potential costs associated with determining the Quiettouch Claim and the possibility that the Quiettouch Claim may be successful in whole or in part, the Quiettouch Settlement represents a reasonable resolution.

14. Accordingly, the Receiver respectfully seeks the Quiettouch Order.

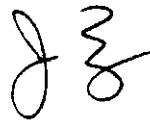
The Receiver respectfully submits to the Court this, its Twelfth Report.

Dated this 21<sup>st</sup> day of September, 2011.

FTI Consulting Canada Inc.  
in its capacity as receiver of  
Skyservice Airlines Inc.  
and not in its personal or corporate capacity



Nigel D. Meakin  
Senior Managing Director



Jamie T Engen  
Managing Director

**TAB A**

---

# **Appendix A**

---

## **Quiettouch Settlement Agreement**



**SETTLEMENT AGREEMENT  
(Quiettouch)**

THIS SETTLEMENT AGREEMENT is made as of the 24th day of August, 2011

BETWEEN:

**QUIETTOUCH INC.**

("Quiettouch")

- and -

**FTI CONSULTING CANADA INC.,  
in its capacity as receiver (the "Receiver") of the assets,  
undertakings and properties of  
Skyservice Airlines Inc. ("Skyservice") and not in  
its personal or corporate capacity  
and without personal liability, for and on behalf  
of itself as Receiver and Skyservice**

WHEREAS:

- A. Quiettouch and Skyservice are or were parties to a Managed Services Agreement dated October 8, 2008, as amended, modified, supplemented and assigned from time to time (the "Agreement") for the provision of Hosting Environment Services to Skyservice, including hosting the Skyservice accounting system and its e-mail and voicemail services.
- B. In relation to the Agreement, the Skyservice equipment listed on Schedule "A" hereto (the "Equipment") was located on the Quiettouch premises.
- C. FTI Consulting Canada Inc. ("FTI") was appointed as receiver of all the assets, undertakings and properties of Skyservice acquired for use in relation to a business carried on by Skyservice pursuant to the *Bankruptcy and Insolvency Act* (Canada) and *Courts of Justice Act* (Ontario), by order of the Ontario Superior Court of Justice (the "Court") dated March 31, 2010 (the "Receivership Order"). Pursuant to paragraph 3 of the Receivership Order, the Receiver is empowered and authorized to execute this Settlement Agreement on its own behalf as Receiver and in the name of and on behalf of Skyservice.
- D. Since the date of the Receivership Order, the Receiver continued to make payments to Quiettouch until the Quiettouch services were no longer necessary on or about October 31, 2010.

- 2 -

- E. The Receiver sought the return of the Equipment from Quiettouch. However, Quiettouch continues to be in possession of the Equipment over which it asserts a security interest that it alleges was perfected by possession.
- F. A claims process was conducted in the Skyservice receivership pursuant to the order of Justice Morawetz dated July 27, 2010 (the "Claims Process").
- G. Quiettouch submitted a claim in the Claims Process for \$363,408 on a secured basis (the "Quiettouch Claim").
- H. On April 21, 2011, the Receiver issued a disallowance of the Quiettouch Claim (the "Disallowance").
- I. Quiettouch disputed the Disallowance in accordance with the Claims Process and the Receiver and Quiettouch have engaged in discussions with a view to resolving the Quiettouch Claim and addressing possession of the Equipment.

NOW THEREFORE in consideration of the promises and the agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), it is agreed as follows:

- 1. The Receiver will seek an order approving the transfer of the Equipment to Quiettouch on an as-is where-is basis free and clear of any liens, claims or encumbrances on the terms described herein (the "Vesting Order") when it is before the Court at its next appropriate Court attendance and Quiettouch shall offer its full support and cooperation in relation to such motion.
- 2. With effect immediately upon receipt of the Vesting Order, without need for any further steps or actions:
  - (i) Quiettouch hereby withdraws the Quiettouch Claim submitted in the Claims Process and authorizes the Receiver to take any necessary steps and make any necessary amendments to the Quiettouch Claim to effect the withdrawal of same;
  - (ii) Skyservice transfers its right, title and interest in and to the Equipment, on an as-is where-is basis, to Quiettouch in exchange for the withdrawal of the Quiettouch Claim as set out above.
  - (iii) Quiettouch and its directors, officers and agents, release and forever discharge each of Skyservice, the Receiver, FTI and their respective directors, officers and agents (collectively, the "Released Skyservice Parties") from any and all actions, causes of action, liabilities, claims and demands whatsoever which it ever had, now has or may hereafter have by reason of any cause, matter or thing whatsoever existing up to the present time in respect of any of the Agreement, the Quiettouch Claim and the Equipment (including but not limited to the condition of the

- 3 -

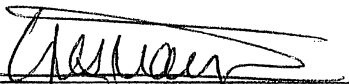
Equipment, which Quiettouch expressly acknowledges is being transferred on an as-is where-is basis with no representations or warranties whatsoever whether express or implied).

- (iv) Each of the Receiver and Skyservice releases and forever discharges Quiettouch and its directors, officers and agents from any and all actions, causes of action, liabilities, claims and demands whatsoever which it ever had, now has or may hereafter have by reason of any cause, matter or thing whatsoever existing up to the present time in respect of the Agreement, the Quiettouch Claim and the Equipment.
- 3. Quiettouch hereby agrees that it shall not sell, assign, dispose of or otherwise encumber the Equipment in any way pending receipt of the Vesting Order and shall maintain the Equipment in its current state during that time. Notwithstanding the foregoing, Quiettouch may, at its option, use the Equipment in its ordinary course of business. If the Vesting Order is not obtained by October 31, 2011, unless the parties hereto agree in writing to extend that date, this Settlement Agreement shall be of no force or effect.
- 4. Quiettouch has authority to enter into this Settlement Agreement and has not assigned the Quiettouch Claim to any other party. This Settlement Agreement will be binding upon and will enure to the benefit of the parties hereto and their respective successors and assigns.
- 5. This Settlement Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 6. This Settlement Agreement, including the schedules hereto, constitutes the entire agreement between the parties hereto with respect to the subject-matter hereof. No amendment to this Settlement Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Settlement Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
- 7. Time is of the essence of each provision of this Settlement Agreement.
- 8. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Settlement Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Settlement Agreement by any party hereto to each other party hereto by facsimile transmission or e-mail in pdf format, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.

- 4 -

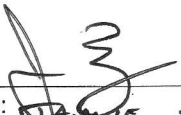
IN WITNESS WHEREOF the parties have executed this Settlement Agreement as of the date set out at the commencement hereof.

QUIETTOUCH INC.

By:   
Name: YVES HAYWARD  
Title: VP, CORPORATE AFFAIRS

- 5 -

**FTI CONSULTING CANADA INC.,**  
in its capacity as receiver (the "Receiver") of the assets,  
undertakings and properties of  
Skyservice Airlines Inc. ("Skyservice"),  
and not in its personal or  
corporate capacity and without  
personal liability, for and on behalf of  
itself as Receiver and Skyservice

By:   
Name: JAMIE T ENGEN  
Title: MANAGING DIRECTOR.

**SCHEDULE "A"**

**List of Equipment**

**Equipment**

Juniper ISG1000 x2

Juniper SA4500 x2

Cisco WS 3750 24TS x4

Cisco 3650g x2

Cisco MDS 9124 fiber switch x2

Pillar San

- Pillar Axiom 600 pilot
- Pillar Axiom 600 Pilot
- SATA Brick Storage x4

Compaq DL360 G5 x13

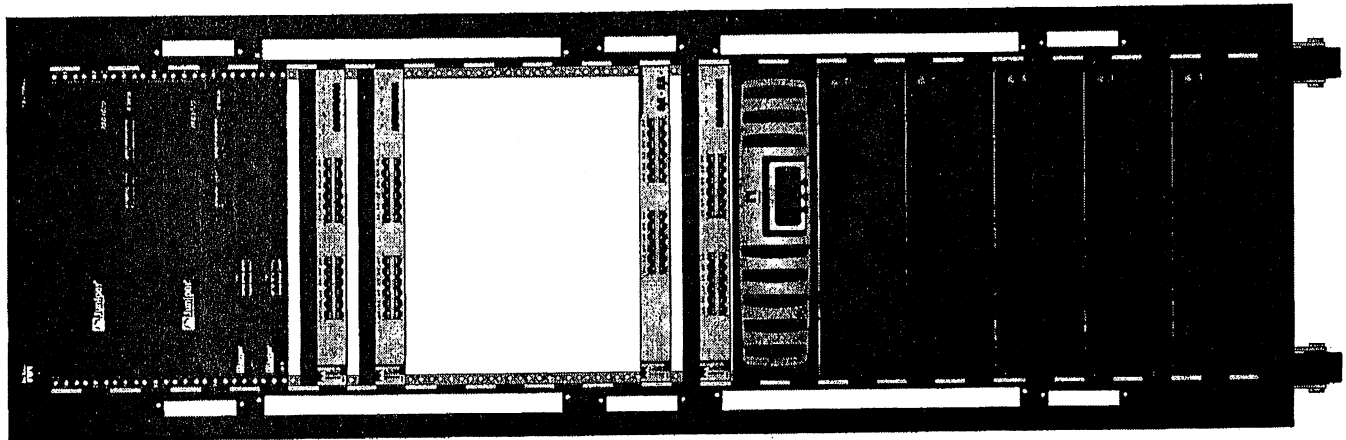
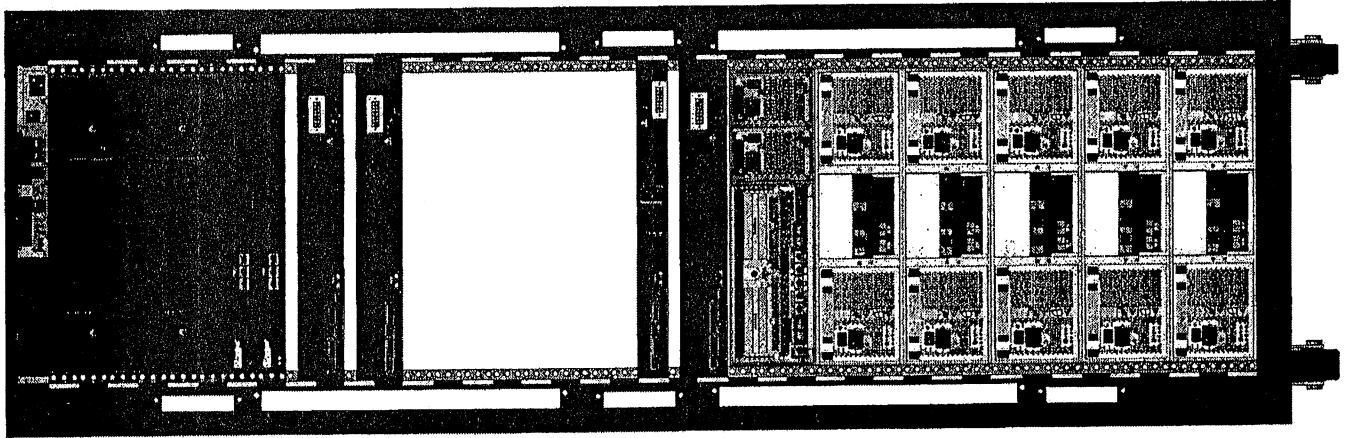
Compaq DL380 x3

HP Storage works MSL6030 x1

Netapp San

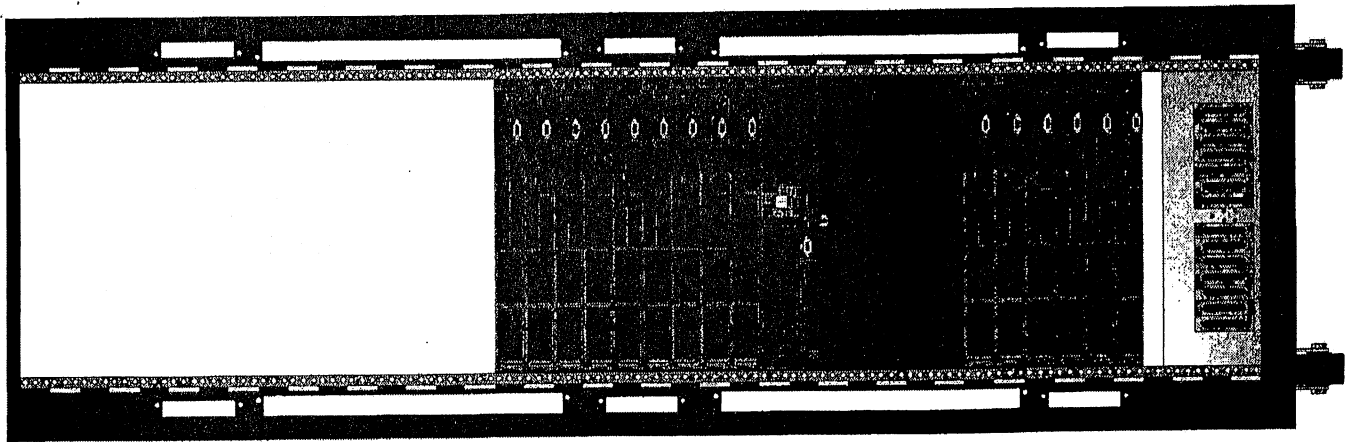
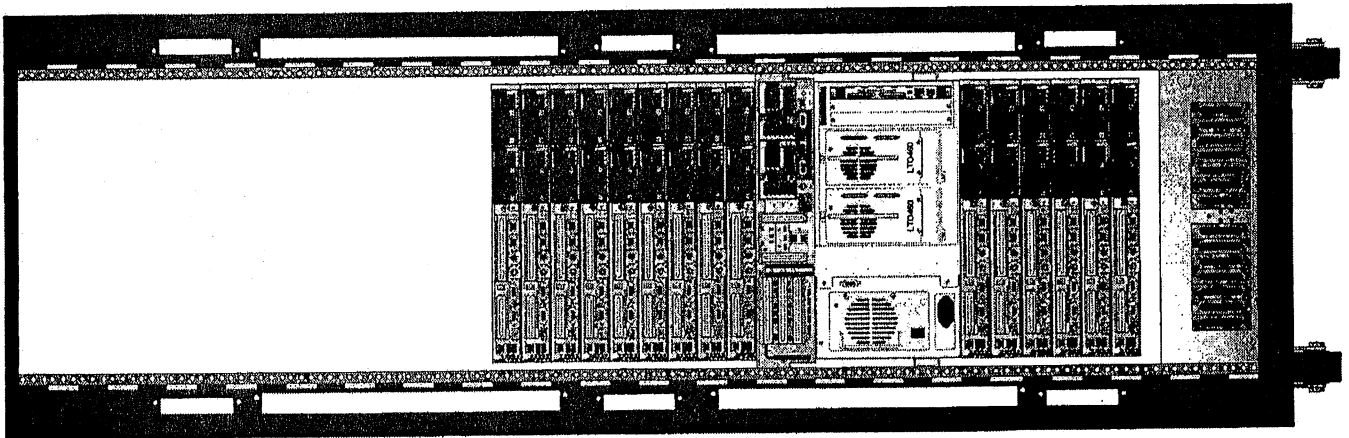
Skyservice MCI Rack Power Inventory- Rack H2			
Server/Hardware	Volts	Amps Rating	Outlets Required
Cisco 2600	100/240	1.5	1
Juniper ISG1000 (1)	100/240	NA 5A AC Fuse	1
Juniper ISG1000 (2)	100/240	NA 5A AC Fuse	1
Juniper SA4500 (1)	100/240	2.5	1
Juniper SA4500 (2)	100/240	2.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Cisco WS-3750G-24TS-IU	100/240	3.0/1.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Netapp FAS3020c	100/240	10/5*	2
Netapp DS14MK2-FC (1)	100/240	7/3.5*	2
Netapp DS14MK2-FC (2)	100/240	7/3.5*	2
Netapp DS14MK2-FC (3)	100/240	7/3.5*	2
Netapp DS14MK2-FC (4)	100/240	7/3.5*	2
Netapp DS14MK2-FC (5)	100/240	7/3.5*	2

\* rating per power supply



SkyService MCI Rack Power Inventory- HI			
Server/Hardware	Volts	Amps Rating	Outlets Required
Compaq DL360 G5 (14)	100/240	7.1/3.5*	2
Compaq DL360 G5 (15)	100/240	7.1/3.5*	2
Compaq DL360 G5 (1)	100/240	7.1/3.5*	2
Compaq DL360 G5 (2)	100/240	7.1/3.5*	2
Compaq DL360 G5 (3)	100/240	7.1/3.5*	2
Compaq DL360 G5 (4)	100/240	7.1/3.5*	2
Compaq DL360 G5 (5)	100/240	7.1/3.5*	2
Compaq DL360 G5 (6)	100/240	7.1/3.5*	2
Compaq DL360 G5 (7)	100/240	7.1/3.5*	2
Compaq DL380 G5	100/240	10/6.1*	2
HP Storageworks MSL6030	100/240	6.0/3.0	1
Compaq DL360 G5 (8)	100/240	7.1/3.5*	2
Compaq DL360 G5 (9)	100/240	7.1/3.5*	2
Compaq DL360 G5 (10)	100/240	7.1/3.5*	2
Compaq DL360 G5 (11)	100/240	7.1/3.5*	2
Compaq DL360 G5 (12)	100/240	7.1/3.5*	2
Compaq DL360 G5 (13)	100/240	7.1/3.5*	2
External Clone Storage	110	NA	1

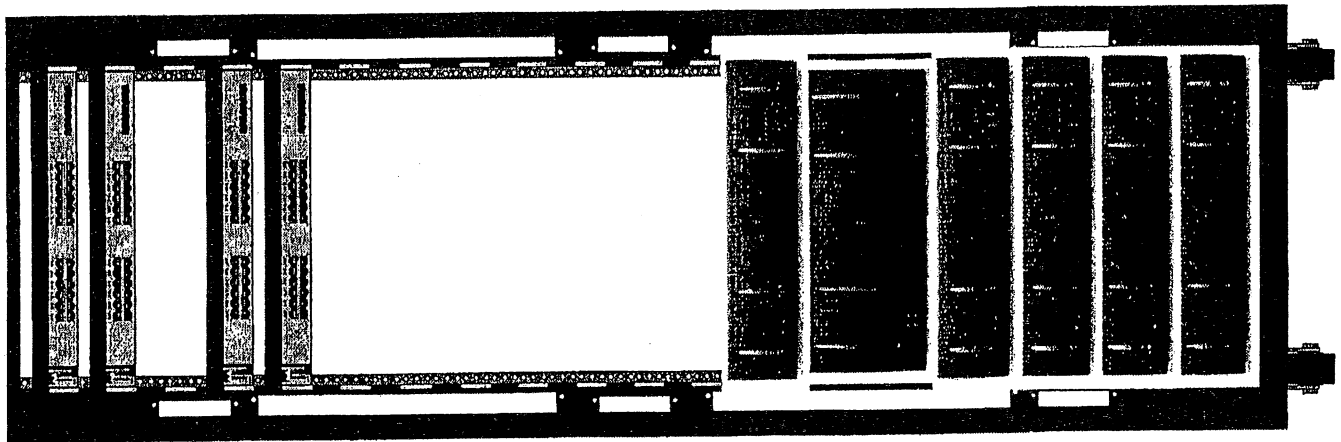
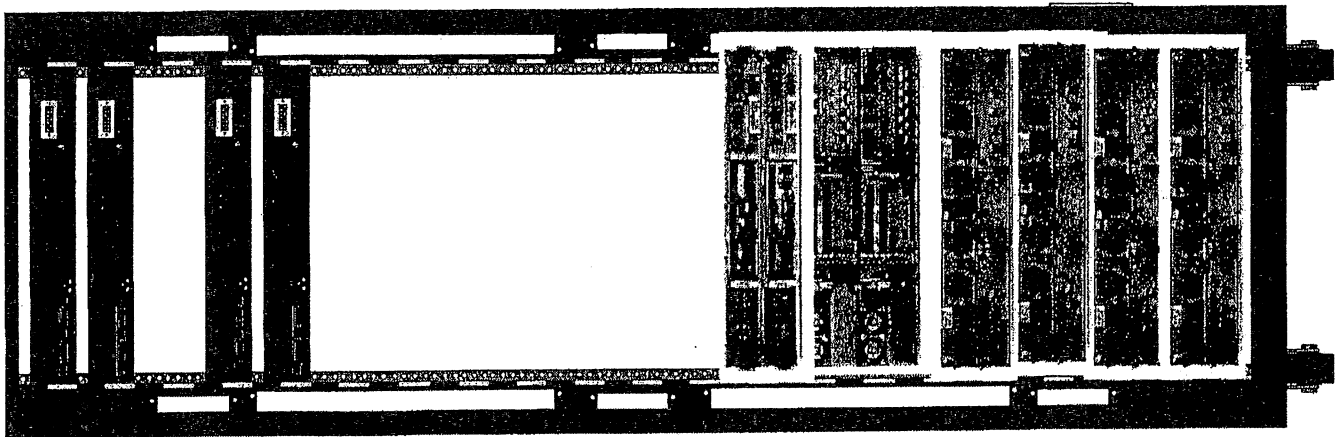
\* rating per power supply





Skyservice MCI Rack Power Inventory- HI			
Server/Hardware	Volts	Amps Rating	Outlets Required
Cisco 3650G	100/240	3.0/1.5	1
Cisco 3650G	100/240	3.0/1.5	1
Cisco Fibre Switch	100/240		1
Cisco Fibre Switch	100/240		1
Pillar Axiom 300 Pilot	90/264	3.1/1.1*	2
Pillar Axiom 300 Slammet	90/264	7.6/2.6*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2

\* rating per power supply



**TAB 3**

Court File No. CV-10-8647-00CL

**DRAFT**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) FRIDAY, THE 23rd DAY  
)  
JUSTICE MORAWETZ ) OF SEPTEMBER, 2011

**IN THE MATTER OF THE RECEIVERSHIP OF  
SKYSERVICE AIRLINES INC.**

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

**THOMAS COOK CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**ORDER**

THIS MOTION, made by FTI Consulting Canada Inc. in its capacity as court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Skyservice Airlines Inc. (“**Skyservice**”) for an order, among other things, approving the settlement of a claim submitted by Quiettouch Inc. (“**Quiettouch**”) and vesting title to certain information technology equipment in Quiettouch in return for a withdrawal of its secured claim (the “**Quiettouch Settlement**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the motion record of the Receiver (the “**Motion Record**”) including the Twelfth Report of the Receiver dated September 21, 2011 (the “**Twelfth Report**”) and the appendices thereto, and on hearing the submissions of counsel for the Receiver and those

other parties present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Swee Teen Yeoh sworn ●, 2011 filed:

1. THIS COURT ORDERS that the time for service of the Motion Record is hereby abridged so that this motion is properly returnable on September 23, 2011 and further service thereof is hereby dispensed with;

2. THIS COURT ORDERS that defined terms used herein have the meaning given in the Twelfth Report unless otherwise defined herein.

3. THIS COURT ORDERS that the Quiettouch Settlement is hereby approved.

4. THIS COURT ORDERS that all of Skyservice's right, title and interest in and to the equipment listed on Schedule "A" hereto (the "**Equipment**") is hereby transferred to Quiettouch on an as-is where-is basis and shall vest absolutely in Quiettouch, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gans dated March 31, 2010; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Equipment are hereby expunged and discharged as against the Equipment.

5. THIS COURT ORDERS that, notwithstanding:

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

c) any assignment in bankruptcy made in respect of Skyservice;

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

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

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

8. THIS COURT DECLARES that the Quiettouch Claim is hereby withdrawn, released and extinguished.

---

**SCHEDULE "A"**

**List of Equipment**

**Equipment**

Juniper ISG1000 **x2**

Juniper SA4500 **x2**

Cisco WS 3750 24TS **x4**

Cisco 3650g **x2**

Cisco MDS 9124 fiber switch **x2**

Pillar San

- Pillar Axiom 600 pilot
- Pillar Axiom 600 Pilot
- SATA Brick Storage **x4**

Compaq DL360 G5 **x13**

Compaq DL380 **x3**

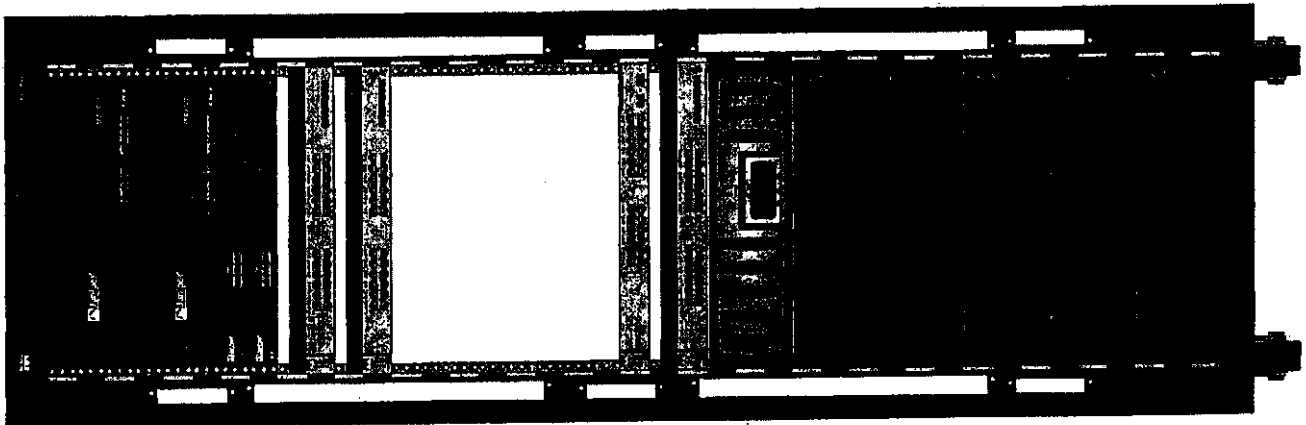
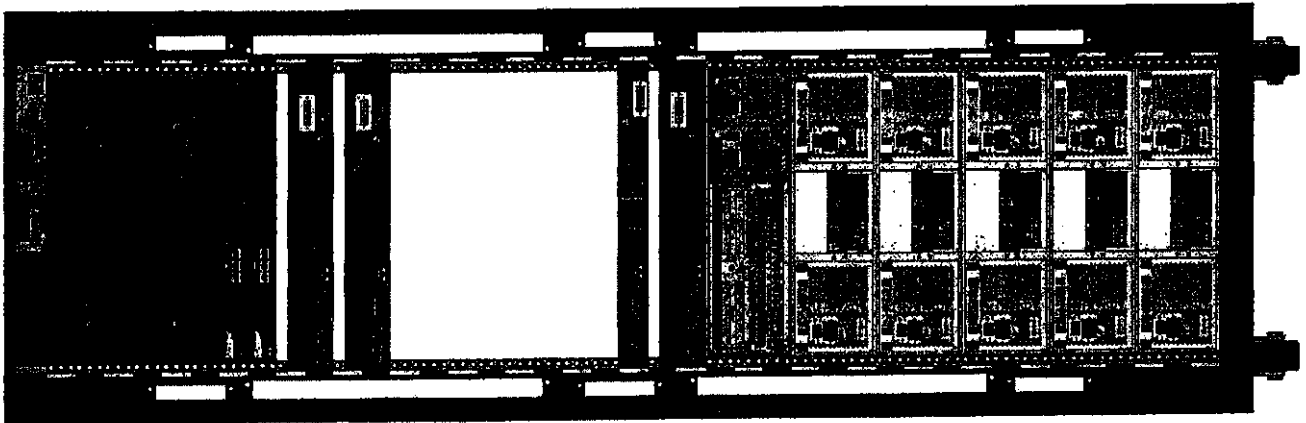
HP Storage works MSL6030 **x1**

Netapp San

**SkyService MCI Rack Power Inventory- Rack HZ**

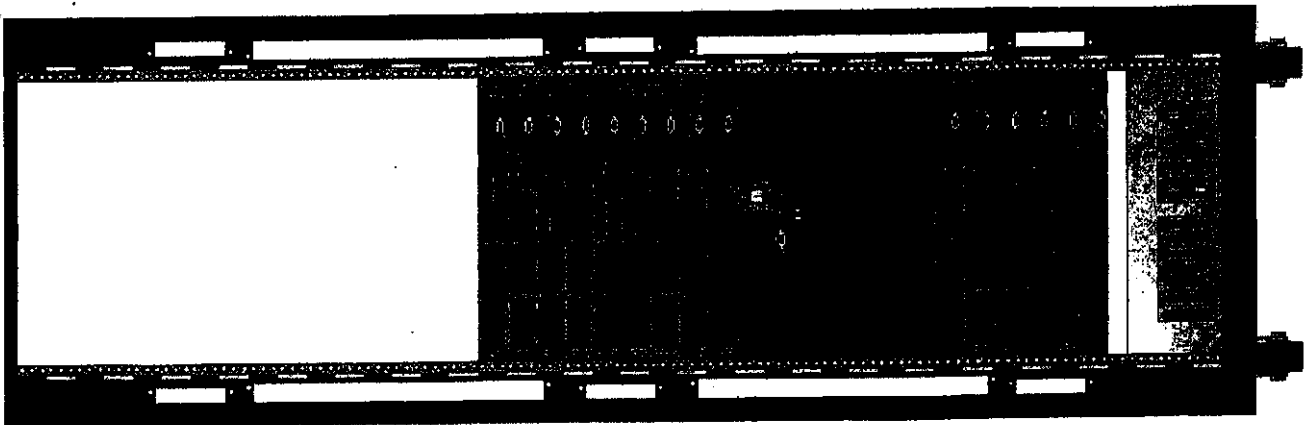
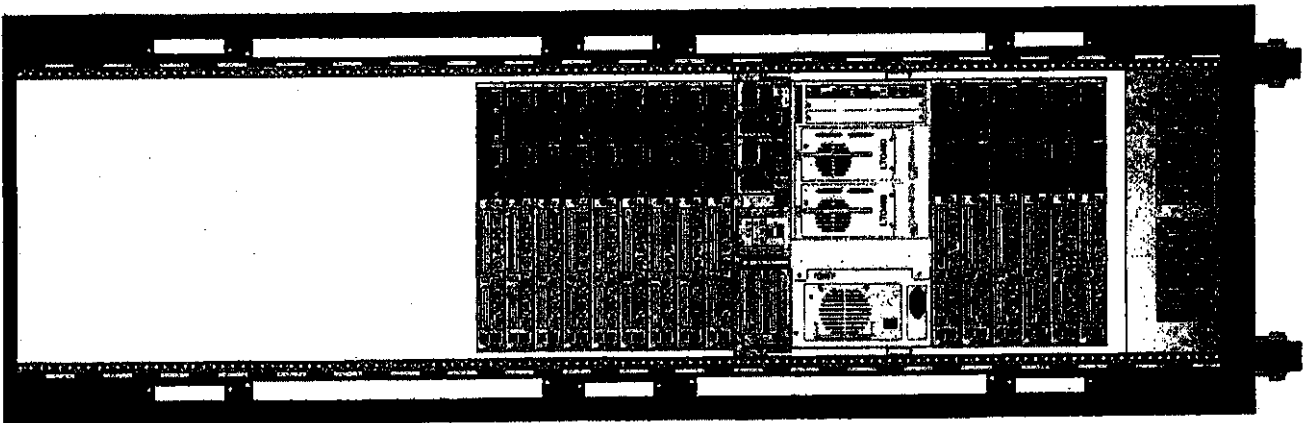
Server/Hardware	Volts	Amps Rating	Outlets Required
Cisco 2600	100/240	1.5	1
Juniper JSG1000 (1)	100/240	NA 5A AC Fuse	1
Juniper JSG1000 (2)	100/240	NA 5A AC Fuse	1
Juniper SA4500 (1)	100/240	2.5	1
Juniper SA4500 (2)	100/240	2.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Cisco WS-3750G-24TS-IU	100/240	3.0/1.5	1
Cisco WS-3750G-24TS	100/240	2.3/1.5	1
Netapp FAS3020c	100/240	10/5*	2
Netapp DSI4MK2-FC (1)	100/240	7/3.5*	2
Netapp DSI4MK2-FC (2)	100/240	7/3.5*	2
Netapp DSI4MK2-FC (3)	100/240	7/3.5*	2
Netapp DSI4MK2-FC (4)	100/240	7/3.5*	2
Netapp DSI4MK2-FC (5)	100/240	7/3.5*	2

\* rating per power supply



Skyservice MCI Rack Power Inventory- H1			
Server/Hardware	Volts	Amps Rating	Outlets Required
Compaq DL360 G5 (14)	100/240	7.1/3.5*	2
Compaq DL360 G5 (15)	100/240	7.1/3.5*	2
Compaq DL360 G5 (1)	100/240	7.1/3.5*	2
Compaq DL360 G5 (2)	100/240	7.1/3.5*	2
Compaq DL360 G5 (3)	100/240	7.1/3.5*	2
Compaq DL360 G5 (4)	100/240	7.1/3.5*	2
Compaq DL360 G5 (5)	100/240	7.1/3.5*	2
Compaq DL360 G5 (6)	100/240	7.1/3.5*	2
Compaq DL360 G5 (7)	100/240	7.1/3.5*	2
Compaq DL360 G5	100/240	10/6.1*	2
HP Storageworks MSL6030	100/240	6.0/3.0	1
Compaq DL360 G5 (8)	100/240	7.1/3.5*	2
Compaq DL360 G5 (9)	100/240	7.1/3.5*	2
Compaq DL360 G5 (10)	100/240	7.1/3.5*	2
Compaq DL360 G5 (11)	100/240	7.1/3.5*	2
Compaq DL360 G5 (12)	100/240	7.1/3.5*	2
Compaq DL360 G5 (13)	100/240	7.1/3.5*	2
External Clone Storage	110	NA	1

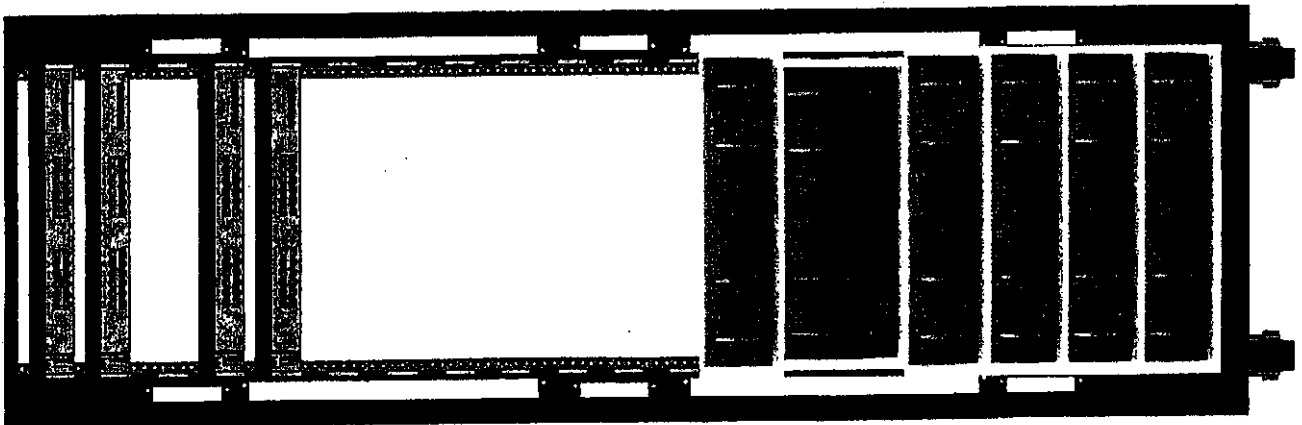
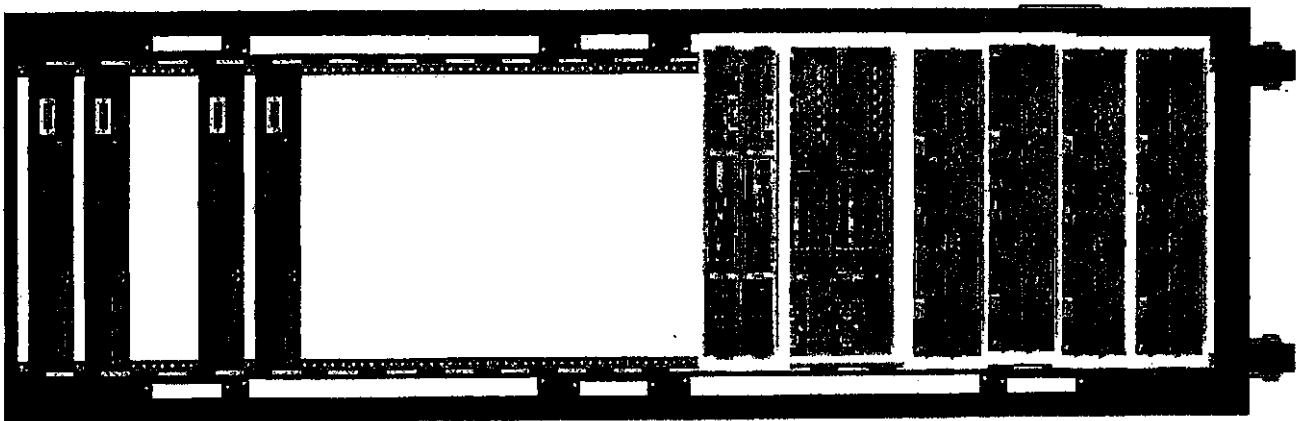
\* rating per power supply





Skyservice MCI Rack Power Inventory- H1			
Server/Hardware	Volts	Amps Rating	Outlets Required
Cisco 3650G	100/240	3.0/1.5	1
Cisco 3650G	100/240	3.0/1.5	1
Cisco Fibre Switch	100/240		1
Cisco Fibre Switch	100/240		1
Pillar Axiom 300 Pilot	90/264	3.1/1.1*	2
Pillar Axiom 300 Slammet	90/264	7.6/2.6*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2
SATA Brick Storage Encl.	90/264	2.9/1.0*	2

\* rating per power supply



IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.

BETWEEN:

THOMAS COOK CANADA INC.

- and -

SKYSERVICE AIRLINES INC.

Court File No. CV-10-8647-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**ORDER**

**McCarthy Tétrault LLP**  
Suite 5300, P.O. Box 48  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

**Jamey Gage** LSUC#: 346761  
Tel: (416) 601-7539  
E-mail: [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)

**Geoff R. Hall** LSUC#: 347010  
Tel: 416 601-7856  
E-mail: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca)

**Heather Meredith** LSUC#: 48354R  
Tel: (416) 601-8342  
E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)  
Fax: (416) 868-0673  
Lawyers for FTI Consulting Canada Inc.  
#10737994

IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.

BETWEEN:

THOMAS COOK CANADA INC.

- and -

SKYSERVICE AIRLINES INC.

Court File No. CV-10-8647-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**MOTION RECORD  
(Motion for Approval of Quiettouch  
Settlement)**

**McCarthy Tétrault LLP**  
Suite 5300, P.O. Box 48  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

**Jamey Gage** LSUC#: 346761  
Tel: (416) 601-7539  
E-mail: [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)

**Geoff R. Hall** LSUC#: 347010  
Tel: 416 601-7856  
E-mail: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca)

**Heather Meredith** LSUC#: 48354R  
Tel: (416) 601-8342  
E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)

Fax: (416) 868-0673

Lawyers for FTI Consulting Canada Inc.  
#10758546