

Court File No.:

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

IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act, S.C. 1992, c. 5*

BETWEEN:

OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY

Applicant

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**APPLICATION RECORD**

---

April 5, 2010

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Court File No.:

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

IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act, S.C. 1992, c. 5*

B E T W E E N :

OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY

Applicant

**TABLE OF CONTENTS**

<b>Tab</b>	<b>Document</b>	<b>Page No.</b>
1.	Notice of Application returnable April 12, 2010	1-8
2.	Affidavit of Ray Butler sworn April 5, 2010	9-14
	Exhibit "A" – Order of the Governor in Council dated August 28, 1996	15-17
	Exhibit "B" – Tariff of Aviation Fees and Charges	18-28
	Exhibit "C" – Canadian Civil Aircraft Registry	29-30
	Exhibit "D" – Statement of Account and Supporting Invoices	31-49
	Exhibit "E" – Receivership Order dated March 31, 2010	50-70
	Exhibit "F" – Skyservice Press Release	71-72
	Exhibit "G" – Status Quo Order dated March 31, 2010	73-77
3.	<i>Airport Transfer (Miscellaneous Matters) Act, S.C. 1992, c. 5</i>	78-86

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c. 5

BETWEEN:

OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY

Applicant

**NOTICE OF APPLICATION**

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge, at 10:00 a.m. on April 12, 2010, or as soon after that time as the application can be heard, at the Court House, 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: April 5, 2010

Issued by \_\_\_\_\_  
Local registrar

Address of  
Court office: 330 University Avenue  
Toronto, ON M5G 1R7

## APPLICATION

1. The Applicant, the Ottawa MacDonald-Cartier International Airport Authority (“OMCIAA”), makes application for an order:
  - (a) if necessary, granting leave to the OMCIAA to proceed with the application herein before a Judge of the Ontario Superior Court of Justice [Commercial list] on April 12, 2010, together with the application brought by the Greater Toronto Airports Authority (the “GTAA”), bearing Court File No. 10-8651-00CL;
  - (b) if necessary, abridging the time for service of this notice of application and all supporting materials, and dispensing with any further service thereof, such that the application is properly returnable on Monday, April 12, 2010;
  - (c) a declaration that the stay of proceedings imposed by the terms of the Order of the Ontario Superior Court of Justice dated March 31, 2010 (the “Receivership Order”) appointing a receiver over the assets, undertakings and properties of Skyservice Airlines Inc. (“Skyservice Airlines”) does not prevent the commencement of the application herein;
  - (d) authorizing the OMCIAA to seize and detain certain aircraft owned or operated by Skyservice Airlines, a Canadian airline, pending payment of the sum of \$224,663.91 to the OMCIAA in respect of landing fees, general terminal fees, airport improvement fees and/or other charges related to the use of Ottawa MacDonald-Cartier International Airport (the “Ottawa Airport”), and the payment of other similar charges to be incurred by the OMCIAA as a result of seizing and detaining the aircraft (including, without limitation, the cost of retaining a third party ground-handler to move and maintain the aircraft, insurance costs, parking charges, and security costs); and
  - (e) in the alternative, if this Honourable Court declares that the relief sought in the application herein is stayed by the Receivership Order, granting leave to commence the application herein;

- (f) such further and other relief as counsel may request and this Honourable Court permit.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

- (a) the OMCIAA is a designated airport authority under the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c. 5, as amended, and operates the Ottawa Airport;
- (b) Skyservice Airlines owns or operates commercial aircraft that have landed at the Ottawa Airport and have used the facilities and services supplied by OMCIAA at the Ottawa Airport;
- (c) Skyservice Airlines owes the OMCIAA, in total, the amount of \$224,663.91 in respect of landing fees, general terminal fees, airport improvement fees and/or other charges related to its use of the Ottawa Airport;
- (d) there are currently 8 aircraft owned or operated by Skyservice Airlines located at the Toronto Pearson International Airport;
- (e) section 9 of the *Airport Transfer (Miscellaneous Matters) Act* provides that the OMCIAA is permitted to apply to the Superior Court of the Province in which any aircraft owned or operated by a person liable to pay fees or charges related to the use of Ottawa Airport is situated, for an order, issued on such terms as the Court considers necessary, authorizing the OMCIAA to seize and detain any such aircraft. Section 9 of the *Airport Transfer (Miscellaneous Matters) Act* provides as follows:

**SEIZURE AND DETENTION OF AIRCRAFT**

9. (1) Where the amount of any landing fees, general terminal fees or other charges related to the use of an airport, and interest thereon, set by a designated airport authority in respect of an airport operated by the authority has not been paid, the authority may, in addition to any other remedy available for the collection of the amount and whether or not a judgment for the collection of the amount has been obtained, on application to the superior court of the province in which any aircraft owned or operated by the person liable to pay the amount is situated, obtain an order of the court, issued on such terms as the court considers necessary, authorizing the authority to seize and detain aircraft.



(2) Where the amount of any fees, charges and interest referred to in subsection (1) has not been paid and the designated airport authority has reason to believe that the person liable to pay the amount is about to leave Canada or take from Canada any aircraft owned or operated by the person, the authority may, in addition to any other remedy available for the collection of the amount and whether or not a judgment for the collection of the amount has been obtained, on *ex parte* application to the superior court of the province in which any aircraft owned or operated by the person is situated, obtain an order of the court, issued on such terms as the court considers necessary, authorizing the authority to seize and detain aircraft.

(3) Subject to subsection (4), except where otherwise directed by an order of a court, a designated airport authority is not required to release from detention an aircraft seized under subsection (1) or (2) unless the amount in respect of which the seizure was made is paid.

(4) A designated airport authority shall release from detention an aircraft seized under subsection (1) or (2) if a bond, suretyship or other security in a form satisfactory to the authority for the amount in respect of which the aircraft was seized is deposited with the authority.

(5) Words and expressions used in this section and section 10 have the same meaning as in the *Aeronautics Act*.

- (f) Rules 2.01, 3.02(1), 14.05(2) and 16.04(1) of the *Rules of Civil Procedure*; and
- (g) such further and other grounds as counsel may advise and this Honourable Court permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

- (a) the affidavit of Ray Butler sworn April 5, 2010 with exhibits; and
- (b) such further and other materials as counsel may advise and this Honourable Court permit.

April 5, 2010

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Finance Corp.

*Ontario*  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

Proceeding commenced at Toronto

**NOTICE OF APPLICATION**

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Lawyers for the Applicant,  
Greater Toronto Airports Authority

Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act, S.C. 1992, c. 5*

BETWEEN:

OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY

Applicant

**AFFIDAVIT OF RAY BUTLER**  
(sworn April 5, 2010)

I, RAY BUTLER of the City of Ottawa, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am the Director of Finance and Corporate Controller of the Ottawa MacDonald-Cartier International Airport Authority ("OMCIAA"). In such capacity, I am personally aware of the OMCIAA's financial activities and accounting practices, which responsibilities include collection matters. I have personal knowledge of the matters set out below, except where my knowledge is stated to be on information and belief, in which case I believe it to be true. I am authorized by the OMCIAA to swear this affidavit in support of the OMCIAA's application for an Order, *inter alia*, directing OMCIAA to seize certain aircraft owned or operated by Skyservice Airlines Inc. ("Skyservice") by reason of, *inter alia*, Skyservice's failure to pay to the OMCIAA certain landing fees, general terminal fees, airport improvement fees and/or other

charges related to its use of the Ottawa MacDonald-Cartier International Airport ("Ottawa Airport").

**(a) The OMCIAA**

2. The OMCIAA is a designated airport authority under the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c.5 as amended (the "*Airport Transfer Act*") by virtue of a designation by order of the Governor in Council made pursuant to s. 2(2) thereof on August 28, 1996, a copy of which is attached as Exhibit "A" to this Affidavit.

3. Pursuant to its designation as an airport authority, the OMCIAA establishes landing fees, general terminal fees, and other charges related to the use of the facilities and services supplied by OMCIAA at the Ottawa Airport (the "Airport Facilities"). The OMCIAA provides to all carriers a copy of its current Tariff of Aviation Fees and Charges (the "Tariff"). The Tariff prescribes certain terms under which aircraft carriers are permitted access to Ottawa Airport and the use of the Airport Facilities. A copy of the Tariff is attached as Exhibit "B" to this Affidavit.

**(b) Skyservice Airlines Inc.**

4. Skyservice is a Canadian airline incorporated pursuant to the laws of Canada with its head office in Toronto, Ontario. Prior to March 31, 2010, Skyservice maintained a fleet of aircraft, certain of which landed at the Ottawa Airport and used the Airport Facilities. I am advised by Mr. Shawn Irving, counsel to the OMCIAA, and do believe, that included in the Skyservice aircraft fleet are the following eight aircraft (the "Subject Aircraft") which are currently grounded at the Toronto Pearson International Airport:

- Airbus A320 bearing serial number 1605 (mark number C-GTDH);
- Airbus A320 bearing serial number 1571 (mark number C-GTDG);

- Airbus A320 bearing serial number 1411 (mark number C-FRAA);
- Airbus A320 bearing serial number 1780 (mark number C-GTDP);
- Boeing 757 bearing serial number 29941 (mark number C-FLEU);
- Boeing 757 bearing serial number 25053 (mark number C-GMYH);
- Boeing 757 bearing serial number 32447 (mark number C-GTBB); and
- Boeing 757 bearing serial number 24772 (mark number C-GTSJ).

Attached as Exhibit "C" to this Affidavit is a printout from the Canadian Civil Aircraft Registry setting out more detailed information about the aircraft in the Skyservice fleet.

**(c) Airport Fees and Charges Owning By Skyservice To The OMCIAA**

5. As referenced above, Skyservice has owned or operated commercial aircraft that have landed at the Ottawa Airport and has used the Airport Facilities. As a result of such access and use, Skyservice has become indebted to OMCIAA.

6. Attached as Exhibit "D" to this Affidavit is a statement of account, together with the supporting invoices, in respect of the total monies owing to OMCIAA by Skyservice. As at March 31, 2010, this statement shows that Skyservice owes \$224,663.91 to OMCIAA for landing fees, general terminal fees, airport improvement fees, and/or other charges relating to its use of Ottawa Airport.

7. The OMCIAA depends on its revenues from these types of fees and charges to fund its operations and to ensure the safe and efficient operation of Ottawa Airport, upon which the Canadian airline industry as a whole depends.

**(d) Skyservice Receivership Proceedings**

8. I am informed by Mr. Irving and do believe that on the morning of March 31, 2010, FTI Consulting Canada Inc. was appointed as receiver (the "Receiver") over the assets, undertakings and properties of Skyservice pursuant to an Order of the Honourable Justice Gans of the Ontario Superior Court of Justice dated March 31, 2010 (the "Receivership Order"). A copy of the Receivership Order is attached as Exhibit "E" to this Affidavit.

9. At approximately 11:30 AM on March 31, 2010, Skyservice issued a press release confirming the appointment of the Receiver and announcing the shutdown of its operations. The press release stated:

**Announcement from Skyservice Airlines**

TORONTO, March 31 /CNW/ - Skyservice Airlines today announced the shutdown of its operations following the appointment of a receiver by the Ontario Superior Court of Justice.

Recent changes in the Canadian vacation tour market combined with Skyservice Airlines' debt level have rendered the company unable to maintain profitable operations. As a result, one of the company's secured lenders applied for the appointment of the receiver.

The shutdown results in the cancellation of one flight that was scheduled to depart Canada for the Dominican Republic today and its return leg, as well as all remaining flights scheduled to depart Canada during the balance of the season in April. The company has requested, and the receiver has agreed, to work with the company's tour operator customers and other lift providers to ensure that passenger issues are resolved promptly. Skyservice Airlines and the receiver are committed to winding up the business in an orderly and responsible manner. The company and the receiver will continue to treat employees and other stakeholders fairly and in a transparent manner throughout this process.

A copy of the Skyservice press release is attached as Exhibit "F" to this Affidavit.

10. I have also been informed by Mr. Irving and believe that, shortly after hearing of the Receivership Order, the Greater Toronto Airports Authority (the "GTAA") commenced an application (the "GTAA Application") in the Ontario Superior Court of Justice (Commercial List), returnable on March 31, 2010, seeking an Order authorizing it to seize and detain the



Subject Aircraft. I am informed by Mr. Irving and believe that present at the hearing of the GTAA Application were the Receiver and its counsel, counsel to NAV CANADA, counsel to Thomas Cook Canada Inc. and counsel to various lessors of the Subject Aircraft. I am informed by Mr. Irving and believe that, at the hearing of the GTAA Application, the Honourable Justice Morawetz granted an Order (i) adjourning the GTAA Application until April 12, 2010; and (ii) preserving the "status quo" pending the hearing and determination of the GTAA Application on its merits by prohibiting any person, including the Receiver, from taking any steps or causing any steps to be taken to possess or repossess the Subject Aircraft or any other aircraft owned or operated by Skyservice or to dispossess Skyservice of such aircraft (the "Status Quo Order"). A copy of the Status Quo Order is attached as Exhibit "G" to this affidavit.

**(e) Request for Order of Seizure**

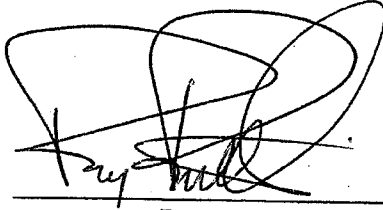
11. Because the financial fortunes of an airline carrier can change dramatically in a very short period, the OMCIAA believes that it is critical that it be entitled to move immediately to enforce its statutory rights under the *Airport Transfer Act* to recover all amounts payable to it on account of services rendered and airport improvement fees. Accordingly, the OMCIAA is seeking an Order permitting it to seize or detain the Subject Aircraft owned or operated by Skyservice pending the payment to OMCIAA of \$224,663.91. If the requested Order is not granted, Skyservice will be exposed to a significant risk of non-payment of amounts owing to the OMCIAA by Skyservice Airlines, including amounts payable to it on account of airport improvements fees, which are "trust funds" collected by Skyservice Airlines on behalf of the OMCIAA.

12. Due to the overlapping nature of the substance of the OMCIAA's application with the GTAA Application, the OMCIAA is requesting that this Honourable Court allow the

OMCIAA's application to proceed on April 12, 2010 together with the GTAA Application and a similar application to be brought by NAV CANADA (together, the "Related Applications").

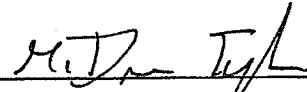
SWORN BEFORE ME at the City of  
Ottawa, Ontario, on April 5, 2010.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
Ray Butler

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



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Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**



CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

P.C. 1996-1391  
August 28, 1996

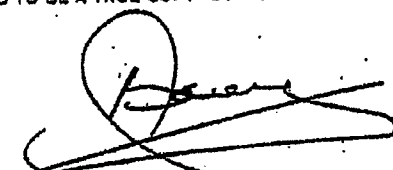
(T.B. Rec. 824402)

His Excellency the Governor General  
in Council, on the recommendation of the  
Minister of Transport and the Treasury Board,  
pursuant to subsection 2(2) of the *Airport  
Transfer (Miscellaneous Matters) Act*, hereby  
designates

(a) the Ottawa Macdonald-Cartier  
International Airport Authority as a  
designated airport authority; and

(b) the day immediately following the  
closing date as defined in the Agreement  
to Transfer entered into under the  
authority of Order in Council  
P.C. 1996-1390 of August 28, 1996, as the  
transfer date for the Ottawa Macdonald-  
Cartier International Airport to the  
Ottawa Macdonald-Cartier International  
Airport Authority.

CERTIFIED TO BE A TRUE COPY-COPIÉ CERTIFIÉ CONFORMÉ

  
CLERK OF THE PRIVY COUNCIL-LE GREFFIER DU CONSEIL PR.



CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

C.P. 1996-1391  
28 août 1996

(Rec. du C.T. 824402)

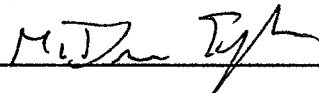
Sur recommandation du ministre des Transports et du Conseil du Trésor et en vertu du paragraphe 2(2) de la Loi relative aux cessions d'aéroports, Son Excellence le Gouverneur général en conseil

- a) confère le statut d'administration aéroportuaire désignée à la « Ottawa Macdonald-Cartier International Airport Authority »;
- b) désigne le lendemain de la date de clôture précisée dans la convention de cession conclue en vertu du décret C.P. 1996-1390 du 28 août 1996, comme date de cession de « Ottawa Macdonald-Cartier International Airport » à la « Ottawa Macdonald-Cartier International Airport Authority ».

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORMÉMENT

CLERK OF THE PRIVY COUNCIL - LE GREFFIER DU CONSEIL PRIVÉ

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



---

Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**



# **Aeronautical Fees and Charges**

**Ottawa Macdonald-Cartier International Airport**

Issue date: September 22, 2009

Effective date: January 1, 2010



<b>Contents</b>	<b>Page</b>
1. Definitions	2 - 3
2. Fees and Charges	3 - 6
3. Security Deposits	6
4. Withdrawal of services	6
5. Seizure and detention	6
Schedule I - Landing fees	7
Schedule II - General terminal fees	8
Schedule III - Aircraft parking fees and loading bridge fees	9



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## FEES AND CHARGES

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The OMCIAA and Her Majesty the Queen in Right of Canada as represented by the Minister of Transport entered into an agreement dated as of February 1, 1997, which resulted in the transfer of the management, operation and maintenance of Ottawa Macdonald-Cartier International Airport ("the Airport") to the OMCIAA.

Effective February 1, 1997, the OMCIAA has the authority to impose fees and other charges upon Air Carriers in respect of their use and operations at the Airport.

### 1. DEFINITIONS

Whenever used in this Booklet, the following words and terms shall have the meanings set out below:

**"Billing Date"** means the date of calculation for aeronautical fees and charges based on OMCIAA billing frequency. As an example, under this schedule it is the 15<sup>th</sup> day of the calendar month for charges incurred from the 1<sup>st</sup> to the 15<sup>th</sup> day of the calendar month. It is the last day of the calendar month for charges incurred from the 16<sup>th</sup> day of the month to the last day of the calendar month.

**"Domestic Flight"** means a flight between points in Canada;

**"Flight"** means the whole or a journey of an aircraft regardless of the number of intermediate stops in the course of the journey;

**"International Flight"** means a flight between a point in Canada and a point outside of Canada;

**"Jet Aircraft"** means an aircraft that derives its propulsive power from the thrust of high-velocity gases developed by a turbojet or turbofan engine;

**"Landing"** means:

- a) in respect of a fixed-wing aircraft, the touching of the ground by the aircraft on arrival at the Airport; and
- b) in respect of a helicopter, the touching of the ground by the helicopter on arrival at the Airport or the arrival of the helicopter at the Airport for the purpose of loading or unloading without touching the ground;

“**Seating Capacity**”, in relation to an aircraft, means the number of passenger seats in the aircraft;

“**Turboprop Aircraft**” means an aircraft that derives most of its propulsive power from the thrust developed by a turbojet engine having a turbine-driven propeller;

“**Type**” means the basic design, including any derivatives thereof, of an aircraft for which a type approval has been granted under the *Air Regulations*, or for which a United States Federal Aviation Administration type certificate has been accepted by the Minister of Transport, for the purposes of issuing a certificate of airworthiness pursuant to section 211 of the *Air Regulations*; and

“**Weight**”, in relation to an aircraft, means the maximum permissible take-off weight specified in the aircraft’s certificate of airworthiness or in a document referred to in that certificate.

## 2. **FEES AND CHARGES**

- 2.1 **Calculation of Charges** – The airline shall provide such information on the Weight, Seating Capacity and identification of each aircraft operated at the Airport to the OMCIAA, or to whom the OMCIAA may direct.
- 2.2 **Information not Provided** – Where some of the information specified in subsection 2.1 is not provided for an aircraft, the calculation of charges shall be based on the maximum permissible take-off Weight or the maximum Seating Capacity for the type of aircraft in question, as appropriate. In the event of a dispute, the JP Airline – Fleets International directory of aircraft will serve as the definite guide on maximum permissible take-off Weight.
- 2.3 **Domestic Flight Landing Charges** – Subject to subsection 2.5, for each Landing of a Jet Aircraft, a Turboprop Aircraft or a piston-engine aircraft, in respect of a Domestic Flight, the landing charge, per 1,000 kg. or fraction thereof (rounded up to the nearest 1,000 kg.) of the Weight of the aircraft, is set out on Schedule I. “Touch and go” landings for the purposes of flight training will be charged at the rate of 20% of the charge which would otherwise apply.
- 2.4 **International Flight Landing Charges** – Subject to subsection 2.5, for each Landing of a Jet Aircraft, a Turboprop Aircraft or a piston-engine aircraft, in respect of an International Flight, the landing charge, per 1,000 kg. or fraction thereof (rounded up to the nearest 1,000 kg.) of the Weight of the aircraft, is set out on Schedule I.



- 2.5 Minimum Charge – In the case of any aircraft to which subsections 2.3 and 2.4 apply, the minimum charge for each Domestic Flight and each International Flight Landing and each helicopter flight Landing is set out on Schedule I.
- 2.6 General Terminal Charges – Domestic – For each use of the terminal in respect of a Domestic Flight, the general terminal charge per Seating Capacity of an aircraft is set out on Schedule II.
- 2.7 General Terminal Charges – International – For each use of the terminal in respect of an International Flight, or in respect of a Domestic Flight from which disembarking passengers or air crew are required to present themselves pursuant to the *Customs Act*, the general terminal charge per seating capacity of an aircraft is set out in Schedule II.
- 2.8 Police and Security Charges – For each use of the terminal in respect of a Domestic or International Flight, the police and security charge per landed seat is based on Seating Capacity of an aircraft and is set out on Schedule II.
- 2.9 Preclearance Charge – For each use of the preclearance facilities in respect of a flight, the preclearance charge per landed seat is based on Seating Capacity of an aircraft and is set out on Schedule II.
- 2.10 Loading Bridge Charges – Where an aircraft uses a gate for purposes of enplaning or deplaning passengers and that gate is a bridged gate a loading bridge charge of \$81.60 is payable for each 3 hour period or portion thereof that the aircraft is stationed at the gate..
- 2.11 Aircraft Parking Charges – The daily and monthly charge for parking an aircraft per 1,000 kg. or fraction thereof of the weight of the aircraft is set out on Schedule III, provided that the total of all the daily charges in any one month shall not exceed the monthly charge imposed for an aircraft of the same Weight.
- 2.12 Aircraft Parking – Arrangements in Advance – Where arrangements are made in advance in writing with the OMCIAA for an aircraft of a particular weight for a scheduled flight overnight lay-overs at the Airport on a monthly basis, the charge:
- a) for parking the aircraft of that particular Weight or any replacement aircraft of the same or lesser Weight group shall be determined in accordance with the rates set out in Schedule III for an aircraft of that particular Weight; or

- b) for parking any replacement aircraft of a greater Weight group shall be determined in accordance with the rates set out in Schedule III for aircraft of the Weight of the replacement aircraft.
- 2.13 Aircraft Parking – Less than 24 Hours – For the purpose of paragraph 2.11, any period of 24 hours or portion thereof shall be counted as one day.
- 2.14 Aircraft Parking – Exception – Subsections 2.11 and 2.12 do not apply in respect of:
- a) an aircraft that is parked for six hours or less; or
- b) the parking of an aircraft in a hangar.
- 2.15 Payment of Charges – Subject to subsection 2.16, all charges, except those that are payable in advance, become due and payable on the Billing Date, irrespective of the day on which the invoice is issued.
- 2.16 Interest – When payment in full has not been received within 21 days of the due date established pursuant to subsection 2.15, interest shall be charged commencing on the twenty-first calendar day after the Billing Date, irrespective of the date on which the invoice is issued.
- 2.17 Calculation of Interest – The air carrier shall pay interest on overdue amounts at the rate equal to one point five percent (1.5%) per month (0.05% per day). All interest shall be compounded monthly and calculated in accordance with subsection 2.16. In order to reflect prevailing interest rates, the OMCIAA may review and adjust the interest rate charged in accordance with the terms hereof from time to time.
- 2.18 Application of Payments – Payments in respect of fees and charges outstanding hereunder will be applied, first to any interest billed and owing on outstanding fees and charges, second to the earliest fees and charges which have been billed and remain owing.
- 2.19 Interest Period – Where a payment is made, the period for which interest is charged in respect of the amount of the payment shall end on the day before the day on which the payment is received by the OMCIAA.
- 2.20 Collection Fees – The Air Carrier hereby agrees to pay on demand to the OMCIAA all legal and administration fees incurred by the OMCIAA in connection with the collection of any payment or payments due from the air carrier, which fees shall bear interest in accordance with the provisions of 2.16 and 2.17.

- 2.21 Landing Fee Surcharges – The OMCIAA may, after consultation with the Airlines Consultative Committee, impose surcharges and fees as required to cover the cost of airside improvement projects. As an example, a landing fee surcharge of 10% on landing fees took effect on May 1, 1997 to cover the cost and financing of runway restoration projects. This landing fee surcharge remained in effect until January 1, 2004, at which point it was discontinued.
- 2.22 Billing Frequency – The OMCIAA may invoice aeronautical fees and charges, and other charges on a frequency which it sees fit. Currently, the OMCIAA invoices these fees and charges twice monthly to cover charges incurred from the 1<sup>st</sup> to the 15<sup>th</sup> day, and from the 16<sup>th</sup> day to the last day of each calendar month.

### 3. SECURITY DEPOSITS

The OMCIAA reserves the right to request a security deposit from all air carriers operating or proposing to operate at the Airport. The security deposit will be calculated based upon three months' prospective aeronautical fees and charges and will serve to reduce the credit risk to the OMCIAA. Security deposits may be provided either in cash or through a letter of credit negotiated by the air carrier with its own bank at its own expense.

### 4. WITHDRAWAL OF SERVICES

In the event airlines or operators are delinquent in payments to OMCIAA, OMCIAA shall have the right, upon providing 24 hours notice to the carrier or operator, to reduce or withdraw services. These services include, among others: denying access to ticket counters and/or denying assignment of arriving aircraft to preferred gates (i.e. assigning to old terminal gates with limited loading bridge access or gates 27,28,29,30, which have no direct bridge access to the terminal building).

### 5. SEIZURE AND DETENTION

Where any charges (including interest thereon) are not paid, the OMCIAA may, in addition to any other collection remedies available, obtain a court order under section 9 of the *Airport Transfers (Miscellaneous Provisions) Act*, authorizing the seizure and detention of aircraft until the amount, in respect of which the seizure was made, is paid

**SCHEDULE I****Ottawa Macdonald-Cartier International Airport Authority  
Landing Fees Effective January 1, 2010**

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**Domestic and International Flights**

<u>Maximum permissible take-off weight</u>	<u>Rate/1000 kg</u>
Not more than 21,000 kg	\$ 4.13
21,001 kg to 45,000 kg	\$ 5.19
More than 45,000 kg	\$ 6.17
<b>Minimum fees</b>	<b>\$ 30.00</b>

**SCHEDULE II****Ottawa Macdonald-Cartier International Airport Authority  
General Terminal Fees Effective January 1, 2010**

<u>Seating Capacity</u>	<u>Domestic Flights</u>	<u>International Flights</u>
	<u>Rate per Aircraft</u>	<u>Rate per Aircraft</u>
0 - 9	\$ 23.73	\$ 26.03
10 - 15	\$ 40.96	\$ 74.52
16 - 25	\$ 59.63	\$ 111.22
26 - 45	\$ 100.74	\$ 191.06
46 - 60	\$ 139.58	\$ 267.62
61 - 89	\$ 219.56	\$ 426.08
90 - 125	\$ 297.44	\$ 581.37
126 - 150	\$ 351.82	\$ 687.32
151 - 200	\$ 483.96	\$ 948.58
201 - 250	\$ 627.35	\$ 1,234.78
251 - 300	\$ 776.19	\$ 1,524.60
301 - 400	\$ 925.96	\$ 1,816.38
401 and over	\$ 1,138.93	\$ 2,235.98

**Police and Security Charge**

Rate per landed seat based on seating capacity \$ 1.83 per seat

**Preclearance Charge**

Rate per landed seat based on seating capacity  
for users of preclearance \$ 1.60 per seat



### SCHEDULE III

**Ottawa Macdonald-Cartier International Airport Authority  
Aircraft Parking and Loading Bridge Charges  
Effective January 1, 2010**

#### Aircraft Parking Charges

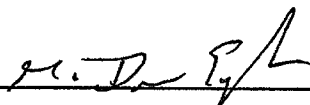
Aircraft Weight	Daily Rates Per Aircraft <small>(applicable to parking periods of more than 6 hours up to a maximum of 24 hours)</small>	Monthly Rates Per Aircraft
Not more than 2,000 kg	\$ 8.64	\$ 72.00
2,001 kg - 5,000 kg	\$ 9.83	\$ 82.45
5,001 kg - 10,000 kg	\$ 12.40	\$ 261.51
10,001 kg - 30,000 kg	\$ 20.84	\$ 424.97
30,001 kg - 60,000 kg	\$ 32.28	\$ 653.92
60,001 kg - 100,000 kg	\$ 48.73	\$ 981.25
100,001 kg - 200,000 kg	\$ 81.47	\$ 1,635.50
200,001 kg - 300,000 kg	\$ 113.82	\$ 2,289.48
More than 300,000 kg	\$ 146.89	\$ 2,944.02

#### Loading Bridge Charges

<b>Loading bridge fees per connection</b>	<b>\$ 81.60</b>
---	-----------------



THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



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Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

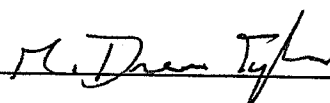


Current Search Result Details

11 matches found						
Mark	Company Name	Model Name	Serial Number	Owner Name	Owner Regist. State	
1	C-FFAN	Boeing	757-21N	28674	Skyservice Airlines Inc./Ligne	2009-11-01
2	C-FFLA	Boeing	757-28A	27421	Skyservice Airlines Inc./Ligne	2009-12-14
3	C-FLEU	Boeing	757-236	29911	Skyservice Airlines Inc./Ligne	2009-12-16
4	C-FLOX	Boeing	757-2YD	26458	Skyservice Airlines Inc./Ligne	2009-12-16
5	C-FOBH	Boeing	757-236	29914	Skyservice Airlines Inc./Ligne	2009-12-09
6	C-FRAA	Airbus	A320-232	1411	Skyservice Airlines Inc./Ligne	2009-10-29
7	C-FRAZ	Airbus	A320-214	2005	Skyservice Airlines Inc./Ligne	2009-11-01
8	C-GMVH	Boeing	757-236	28053	Skyservice Airlines Inc./Ligne	2007-11-09
9	C-FTBB	Boeing	757-28A	32417	Skyservice Airlines Inc./Ligne	2007-11-09
10	C-GTDG	Airbus	A320-214	1571	Skyservice Airlines Inc./Ligne	2009-12-16
11	C-GTDH	Airbus	A320-214	1695	Skyservice Airlines Inc./Ligne	2007-11-09
12	C-GTDP	Airbus	A320-214	1700	Skyservice Airlines Inc./Ligne	2007-11-09
13	C-GTBJ	Boeing	757-226	24772	Skyservice Airlines Inc./Ligne	2009-07-15

\*\*\*Current Information, directly from the Official Canadian Civil Aircraft Register Database.\*\*\*

THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.

A handwritten signature in cursive script, appearing to read "M. Drew Tyler", is written over a horizontal line.

Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

**Sky Service Airlines Account Receivable Account with YOW  
As at March 31, 2010**

	Invoice #		Total	Aeronautical	AIF
Feb 28, 2010	72761		\$ 46,876.55	\$ 46,876.55	
March 15	64264		55,001.90	55,001.90	
March 31	64470		44,937.66	44,937.66	
March 1 to 31	Estimate	7960 Enplaned	<u>117,847.80</u>		<u>117,847.80</u>
			\$ 264,663.91	\$ 146,816.11	\$ 117,847.80
Less Deposit on hand - Received Oct 30, 2001			<u>(40,000.00)</u>		
Total amount due to YOW			<u>\$ 224,663.91</u>		
	AIF		<u>\$ 117,847.80</u>		
	Other				



Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa

1000 Airport Parkway Private, Room 2500, 1000, Privé Aéroport Parkway, Pièce 2500  
Ottawa, Ontario, Canada K1V 9B4

PAYMENT INQUIRIES Tel: 613-248-2000 Ext. 1132  
ENQUÊTES DE PAIEMENT Tel: 613-248-2000 Ext. 1132  
receivables@ottawa-airport.ca

BILLING INQUIRIES Tel: 613-248-2000 Ext. 1131  
ENQUÊTES DE FACTURATION Tel: 613-248-2000 Ext. 1131  
billing@ottawa-airport.ca

INVOICE FACTURE 33

DATE	NUMBER NUMÉRO	PAGE
28/02/10	072761	1

NAME AND ADDRESS - NOM ET ADRESSE

SKYSERVICE AIRLINES  
31 FASKEN DRIVE  
ETOBICOKE, ON M9W 1K6

TERMS - LIMITES

Account due when rendered and interest will be charged on overdue accounts. Make remittances payable in Canadian Funds or U.S. equivalent.

Payable dès réception et l'intérêt sera imputé aux comptes en souffrance. Faire des versements en devises Canadiennes ou l'équivalent en dollars Américains à l'ordre.

DESCRIPTION	FLIGHTS	AMOUNT	SUBTOTAL
Landing Fee - Domestic	1	715.72	715.72
Landing Fee - International	23	11,167.70	11,167.70
Terminal Fee - Domestic	1	483.96	483.96
Police and Security Charge	24	7,898.28	7,898.28
Terminal Fee - International	23	21,817.34	21,817.34
Loading Bridge Fee	1	2,366.40	2,366.40
Aircraft Parking Fee	1	194.92	194.92

Subtotal: \$ 44,644.32

GST: \$ 2,232.23

Total: \$ 46,876.55

GST Vendor No./No. de la TPS du marchand  
89856 9942 RT

RETURN THIS PORTION WITH YOUR PAYMENT/S.V.P. DÉTACHER ET JOINDRE À VOTRE PAIEMENT.

DATE: 28/02/10 INVOICE / FACTURE: 072761

CLIENT: SKYSERVICE AIRLINES # CLIENT: CSSV1

Charge my  VISA  MasterCard  American Express  ENROUTE TOTAL: \$ 46,876.55

CARD NUMBER/NUMÉRO DE CARTE EXPIRY DATE/DATE D'ÉCHÉANCE



Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa  
1000 Airport Parkway Private, Room 2500, 1000, Privé Aéroport Parkway, Pièce 2500  
Tel: 613-248-2000 Fax: 613-248-2003

CARD HOLDER'S NAME (PLEASE PRINT)/NOM DE PORTE-CARTES (S.V.P. COPIEZ)

SIGNATURE



Ottawa International Airport Authority  
Administration de l'aéroport international d'Ottawa

# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

**Customer #:** CSSV1  
**Attachment #:** YOW-AV00011422  
**Billing Period (LOCAL):** 2/16/2010 to 2/28/2010

## Section 1.0 - Aeronautical Fee Summary

Fee Description	Amount
Aircraft Parking Fee	\$194.92
Terminal Fee - Domestic	\$483.96
Terminal Fee - International	\$21,817.34
Loading Bridge Fee	\$2,366.40
Landing Fee - Domestic	\$715.72
Landing Fee - International	\$11,167.70
Police and Security Charge	\$7,898.28
<b>Subtotal</b>	<b>\$44,644.32</b>
<b>GST</b>	<b>\$2,232.22</b>
<b>CDN</b>	<b>\$46,876.54</b>

## Total (CDN Funds)

## Section 2.0 - Aircraft Movement Fee Details

Date	Time	O/D	ACID	Type	Weight	Seats	RWT	Aircraft Parking	GTFD	GTFI	LBF	LFD	LFI	PCR	Total
2/16/2010	06:25	MDFC	SSV5361	A320	77,000	180	32	\$194.92	\$0.00	\$0.00	\$2,366.40	\$0.00	\$0.00	\$0.00	\$2,561.32
2/16/2010	18:59	MVVR	SSV5311	A320	77,000	180	32	\$0.00	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
2/17/2010	05:33	MKJS	SSV5341	A320	77,000	180	32	\$0.00	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07



# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

Customer #: CCSV1  
Attachment #: YOW-AV0001422  
Billing Period (LOCAL): 2/16/2010 to 2/28/2010

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

Date	Time	Carrier	Aircraft	Class	Rate	Aircraft Parking	GIFD	GTFI	LBIF	LED	LH	PCR	Total	
2/18/2010	19:11	MDCC	SSV6303	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/19/2010	09:02	MDPR	SSV5327	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/19/2010	20:18	MDMN	SSV5301	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/20/2010	06:54	MDPC	SSV5361	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/20/2010	21:16	MDMN	SSV5301	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/21/2010	08:07	MDPC	SSV5361	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/21/2010	20:53	MDMN	SSV5301	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/22/2010	07:01	MDCS	SSV5341	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/22/2010	20:00	MDPR	SSV5380	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/23/2010	06:35	MDPC	SSV5361	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/23/2010	19:35	MDVR	SSV5311	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/24/2010	05:50	MDCS	SSV5341	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/25/2010	19:11	MDCC	SSV6303	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/26/2010	08:25	MDPR	SSV5327	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/26/2010	19:57	MDMN	SSV5301	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/26/2010	22:20	MDCS	SSV2045	B752	116,000	178	07	\$0.00	\$948.58	\$0.00	\$475.09	\$325.74	\$1,990.04	
2/27/2010	06:50	MDPC	SSV5361	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/27/2010	20:34	MDMN	SSV5301	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/28/2010	07:11	MDPC	SSV5361	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/28/2010	20:23	MDMN	SSV5301	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07	
2/28/2010	22:29	MDVR	SSV5307	B752	116,000	178	25	\$0.00	\$948.58	\$0.00	\$475.09	\$325.74	\$1,525.42	
<b>Aircraft Movement Details and Column Totals</b>														
							\$194.92	\$483.96	\$21,817.34	\$2,366.40	\$715.72	\$11,167.70	\$7,898.28	\$44,644.32

**Make Remittance Payable to Ottawa Macdonald-Cartier Int'l Airport Authority (OMCIAA)**

**Note: Interest will be Charged on Overdue Accounts**



# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

**Customer #:** CSSV1  
**Attachment #:** YOW-AV00011422  
**Billing Period (LOCAL):** 2/16/2010 to 2/28/2010

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

## Section 3.0 - Other Aeronautical Fee Details

### Fee Description

Aircraft Parking Fee  
LBF

### Amount

\$194.92  
\$2,366.40



CC	Flight	Aircraft	16	17	18	19	20	21	22	23	24	25	26	27	28	Total	Value
SSV	5300	A320															\$0.00
SSV	5301	A320			1[13]/Ln	1[12]/Ln	1[13]/Link=5340:1h						1[13]/L	1[12]/Ln	1[12]/L	1=6	\$489.60
SSV	5310	A320															\$0.00
SSV	5311	A320								1[13]/Link=5340:1h						1=2	\$163.20
SSV	5326	A320															\$0.00
SSV	5327	A320			1[14]/Link=5300:2h								1[14]/Link=5300:3h			1=2	\$163.20
SSV	5340	A320												1[14]:A	1=2	\$163.20	
														1[14]:D			
SSV	5340	A320												1[14]:D	1=1		\$81.60
SSV	5340	A320												1[14]:D	1=1		\$81.60
SSV	5341	A320						1[14]:A									\$244.80
SSV	5340	A320							1[14]/Link=5379:4h	1[13]:A						1=3	\$0.00
SSV	5360	A320															\$0.00
SSV	5361	A320	1[14]/Link=5310:5h						1[14]/Ln	1[14]/Link=5300:3	1[14]/Link=5310:5h			1[14]/Ln	1[14]/L	1=6	\$489.60
SSV	5379	A320															\$0.00
SSV	5380	A320											1[14]/Link=5360:2h			1=1	\$81.60
SSV	6302	A320										1[14]:D				1=2	\$163.20
SSV	6303	A320											1[13]/Link=5326:2h			1=2	\$163.20
SSV	807	B757													1[13]/6	1=1	\$81.60
SSV	Total															1=29	\$2,366.40





Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa

1000 Airport Parkway Private, Room 2500, 1000, Privé Airport Parkway, Pièce 2500  
Ottawa, Ontario, Canada K1V 9B4

INVOICE FACTURE 39

DATE	NUMBER NUMERO	PAGE
15/03/10	073024	1

PAYMENT INQUIRIES Tel: 613-248-2000 Ext. 1132  
ENQUÊTES DE PAIEMENT Tél: 613-248-2000 Ext. 1132  
receivables@ottawa-airport.ca

BILLING INQUIRIES Tel: 613-248-2000 Ext. 1131  
ENQUÊTES DE FACTURATION Tél: 613-248-2000 Ext. 1131  
billing@ottawa-airport.ca

NAME AND ADDRESS - NOM ET ADRESSE

SKYSERVICE AIRLINES  
31 FASKEN DRIVE  
ETOBICOKE, ON M9W 1K6

TERMS - LIMITES

Account due when rendered and interest will be charged on overdue accounts. Make remittances payable in Canadian Funds or U.S. equivalent.

Payable dès réception et l'intérêt sera imputé aux comptes en souffrance. Faire des versements en devises Canadiennes ou l'équivalent en dollars Américains à l'ordre.

DESCRIPTION	FLIGHTS	AMOUNT	SUBTOTAL
Landing Fee - Domestic	3	1,425.27	1,425.27
Landing Fee - International	26	12,352.34	12,352.34
Terminal Fee - Domestic	3	1,451.88	1,451.88
Police and Security Charge	29	9,552.60	9,552.60
Terminal Fee - International	26	24,663.08	24,663.08
Loading Bridge Fee	1	2,937.60	2,937.60

Subtotal: \$ 52,382.77

GST: \$ 2,619.13

Total: \$ 55,001.90

GST Vendor No./No. de la TPS du marchand  
89856 9942 RT

RETURN THIS PORTION WITH YOUR PAYMENT/S.V.P. DÉTACHER ET JOINDRE À VOTRE PAIEMENT.

DATE: 15/03/10

INVOICE / FACTURE: 073024

CLIENT: SKYSERVICE AIRLINES

# CLIENT: CSSV1



Charge my  VISA  MasterCard  AmEx  ENROUTE

TOTAL: \$ 55,001.90

\_\_\_\_\_  
CARD NUMBER/NUMÉRO DE CARTE

\_\_\_\_\_  
EXPIRY DATE/DATE D'ÉCHÉANCE

CARD HOLDER'S NAME (PLEASE PRINT)/NOM DE PORTE-CARTES (S.V.P. COPIEZ)

SIGNATURE

Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa  
1000 Airport Parkway Private, Room 2500, 1000, Privé Airport Parkway, Pièce 2500  
Tel: 613-248-2000 Fax: 613-248-2003



Ottawa International Airport Authority  
Administration de l'aéroport international d'Ottawa

# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

Customer #: CCSV1  
Attachment #: YOW-AV00011526  
Billing Period (LOCAL): 3/1/2010 to 3/15/2010

Skyservice Airlines  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

## Section 1.0 - Aeronautical Fee Summary

Fee Description	Amount
Terminal Fee - Domestic GTFD	\$1,451.88
Terminal Fee - International GTFI	\$24,663.08
Loading Bridge Fee LBF	\$2,937.60
Landing Fee - Domestic LFD	\$1,425.27
Landing Fee - International LFI	\$12,352.34
Police and Security Charge PCR	\$9,552.60
<b>Subtotal</b>	<b>\$52,382.77</b>
<b>GST</b>	<b>\$2,619.14</b>
<b>CDN</b>	<b>\$55,001.91</b>

## Total (CDN Funds)

## Section 2.0 - Aircraft Movement Fee Details

Date	Time	O/D	ACID	Type	Weight	Seats	RWR	GTFD	GTFI	LBF	LFD	LFI	PCR	Total
3/1/2010	08:15	MXJS	SSV3340	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$0.00	\$0.00	\$0.00	\$2,937.60
3/1/2010	19:57	MDPP	SSV3380	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/10/2010	07:33	MXJS	SSV3341	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/11/2010	18:41	MDCC	SSV3303	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/12/2010	08:14	MDPR	SSV3327	A320	77,000	180	07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07



Ottawa International Airport Authority  
Administration de l'aéroport international d'Ottawa

# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

Customer #: CSSV1  
Attachment #: YOW-AV00011526  
Billing Period (LOCAL): 3/1/2010 to 3/15/2010

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

	GTFC	GTFL	LBF	LFD	LFI	POR	Total
3/12/2010 19:56 MKN SSV5301 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/13/2010 06:41 MDC SSV5361 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/13/2010 19:36 MKN SSV5301 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/14/2010 06:23 MDC SSV5361 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/14/2010 19:42 MKN SSV5301 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/15/2010 07:27 MVR SSV5340 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/15/2010 19:01 MDC SSV5380 A320 77,000 180 07	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/2/2010 06:51 MDC SSV5361 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/2/2010 21:03 MDC SSV5310 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/2/2010 22:08 CXX SSV506 A320 77,000 180 25	\$483.96	\$0.00	\$0.00	\$475.09	\$0.00	\$329.40	\$1,288.45
3/2/2010 23:16 CXX SSV503 A320 77,000 180 25	\$483.96	\$0.00	\$0.00	\$475.09	\$0.00	\$329.40	\$1,288.45
3/3/2010 07:41 MCB SSV5341 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/3/2010 22:46 CXX SSV504 A320 77,000 180 07	\$483.96	\$0.00	\$0.00	\$475.09	\$0.00	\$329.40	\$1,288.45
3/4/2010 18:48 MDC SSV5303 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/5/2010 08:27 MDC SSV5327 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/5/2010 20:38 MKN SSV5301 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/6/2010 07:08 MDC SSV5361 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/6/2010 19:58 MKN SSV5301 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/7/2010 07:02 MDC SSV5361 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/7/2010 20:19 MKN SSV5301 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/8/2010 08:06 MCB SSV5340 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/8/2010 20:36 MDC SSV5380 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/9/2010 08:52 MDC SSV5361 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
3/9/2010 21:21 MDC SSV5310 A320 77,000 180 32	\$0.00	\$948.58	\$0.00	\$0.00	\$475.09	\$329.40	\$1,753.07
<b>Aircraft Movement Details and Column Totals</b>	<b>\$1,451.88</b>	<b>\$24,663.08</b>	<b>\$2,937.60</b>	<b>\$1,425.27</b>	<b>\$12,352.34</b>	<b>\$9,552.60</b>	<b>\$52,382.77</b>

Make Remittance Payable to Ottawa Macdonald-Cartier Int'l Airport Authority (OMCIAA)

Note: Interest will be Charged on Overdue Accounts

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000



**Customer #:** CSSV1  
**Attachment #:** YOW-AV00011526  
**Billing Period (LOCAL):** 3/1/2010 to 3/15/2010

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

### Section 3.0 - Other Aeronautical Fee Details

Fee Description	Amount
LBF	\$2,937.60





Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa

1000 Airport Parkway Private, Room 2500, 1000, Privé Airport Parkway, Pièce 2500  
Ottawa, Ontario, Canada K1V 9B4

PAYMENT INQUIRIES Tel: 613-248-2000 Ext. 1132  
ENQUÊTES DE PAIEMENT Tél: 613-248-2000 Ext. 1132  
receivables@ottawa-airport.ca

BILLING INQUIRIES Tel: 613-248-2000 Ext. 1131  
ENQUÊTES DE FACTURATION Tél: 613-248-2000 Ext. 1131  
billing@ottawa-airport.ca

INVOICE FACTURE 44

DATE	NUMBER NUMERO	PAGE
31/03/10	073082	1

NAME AND ADDRESS - NOM ET ADRESSE

SKYSERVICE AIRLINES  
31 FASKEN DRIVE  
ETOBICOKE, ON M9W 1K6

TERMS - LIMITES

Account due when rendered and interest will be charged on overdue accounts. Make remittances payable in Canadian Funds or U.S. equivalent.

Payable dès réception et l'intérêt sera imputé aux comptes en souffrance. Faire des versements en devises Canadiennes ou l'équivalent en dollars Américains à l'ordre.

DESCRIPTION	FLIGHTS	AMOUNT	SUBTOTAL
Landing Fee - International	23	10,964.09	10,964.09
Police and Security Charge	23	7,585.35	7,585.35
Terminal Fee - International	23	21,817.34	21,817.34
Loading Bridge Fee	1	2,284.80	2,284.80
Aircraft Parking Fee	1	146.19	146.19

Subtotal: \$ 42,797.77  
GST: \$ 2,139.89  
Total: \$ 44,937.66

GST Vendor No./No de la TPS du marchand  
89856 9942 RT

RETURN THIS PORTION WITH YOUR PAYMENT/S.V.P. DÉTACHER ET JOINDRE À VOTRE PAIEMENT.

DATE: 31/03/10 INVOICE / FACTURE: 073082

CLIENT: SKYSERVICE AIRLINES # CLIENT: CSSV1

Charge my  VISA  MasterCard  American Express  ENROUTE TOTAL: \$ 44,937.66



Ottawa Macdonald-Cartier International Airport Authority  
L'Administration de l'aéroport international Macdonald-Cartier d'Ottawa  
1000 Airport Parkway Private, Room 2500, 1000, Privé Airport Parkway, Pièce 2500  
Tel: 613-248-2000 Fax: 613-248-2003

CARD NUMBER/NUMÉRO DE CARTE

EXPIRY DATE/DATE D'ÉCHÉANCE

CARD HOLDER'S NAME (PLEASE PRINT)/NOM DE PORTE-CARTES (S.V.P. COPIEZ)

SIGNATURE





# INVOICE ATTACHMENT

1000 Airport Parkway Private, Suite 2500.  
Ottawa, ON K1V 9B4  
Phone: (613) 248-2000

Customer #: CCSV1  
Attachment #: YOW-AV00011538  
Billing Period (LOCAL): 3/16/2010 to 3/31/2010

**Skyservice Airlines**  
31 Fasken Drive  
Etobicoke, ON, M9W 1K6  
Canada

## Section 1.0 - Aeronautical Fee Summary

Fee Description	Amount
Aircraft Parking Fee	\$146.19
Terminal Fee - International	\$21,817.34
Loading Bridge Fee	\$2,284.80
Landing Fee - International	\$10,964.09
Police and Security Charge	\$7,585.35
<b>Subtotal</b>	<b>\$42,797.77</b>
<b>GST</b>	<b>\$2,139.89</b>
<b>CDN</b>	<b>\$44,937.66</b>

## Total (CDN Funds)

## Section 2.0 - Aircraft Movement Fee Details

Date	Time	O/D	ACID	Type	Weight	Seats	RWY	Aircraft Parking	GTFI	LBF	LFI	PCR	Total
3/16/2010	05:46	MDPC	SSV6361	A320	77,000	180	32	\$146.19	\$0.00	\$2,284.80	\$0.00	\$0.00	\$2,430.99
3/16/2010	20:06	MDRG	SSV6310	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07
3/17/2010	06:28	MVVR	SSV6341	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07
3/18/2010	18:50	MDCC	SSV6303	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07
3/19/2010	08:15	MDER	SSV6327	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07
3/19/2010	20:13	MDMN	SSV6301	A320	77,000	180	25	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07
3/20/2010	06:37	MDPC	SSV6361	A320	77,000	180	32	\$0.00	\$948.58	\$0.00	\$475.09	\$329.40	\$1,753.07

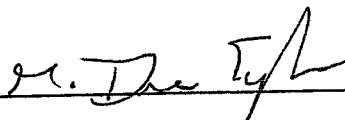








THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



---

Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

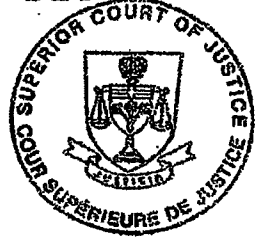
Court file # CV-10-8647-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE *Th.* ) WEDNESDAY, THE 31<sup>st</sup>  
JUSTICE *G. my* ) DAY OF MARCH, 2010

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

**BETWEEN:**



**THOMAS COOK CANADA INC.**

**Applicant**

- and -

**SKYSERVICE AIRLINES INC.**

**Respondent**

**(Application under s. 243(1) of the *Bankruptcy and Insolvency Act* for a national receiver  
and s. 101 of the *Courts of Justice Act* for a receiver)**

**ORDER**

THIS APPLICATION made by the Applicant, Thomas Cook Canada Inc. ("TCCI"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and sections 101 and 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing FTI Consulting Canada Inc. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent, Skyservice Airlines Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 361 University Avenue, Toronto, Ontario.

- 2 -

ON READING the affidavit of Karim Nensi sworn March 31, 2010, and the Exhibits thereto; and on hearing the submissions of counsel for TCCI, the Debtor, Gibralt Capital Corporation ("Gibralt"), and FTI Consulting Canada Inc.; and on reading the Pre-Appointment Report to the Court Submitted by FTI Consulting Canada Inc., in its capacity as proposed Receiver; and on reading the consent of FTI Consulting Canada Inc. to act as the Receiver:

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

**APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, FTI Consulting Canada Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

**RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property in respect of the preservation, protection, collection and realization thereof and, without in any way limiting the generality of the foregoing (but subject to the limitations in clause (d) below), the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:



- 3 -

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) in the case of Property consisting of airframes, aircraft engines and related accessories, parts, equipment, manuals, records and other property ("Aircraft Objects"), to permit any owner or lessor of, or other person with an interest in, any such Aircraft Objects to take possession or control thereof, whether the Receiver has or has not taken prior possession or control thereof, on such terms (if any) as the Receiver considers appropriate;
- (d) to wind-down but not operate the business and realize on the Property of the Debtor, including the powers to enter into any agreements, incur and pay any obligations in the ordinary course of winding-down the business and realizing on the Property, cease to carry on the business, or cease to perform any contracts of the Debtor;
- (e) to enter into arrangements to assist employees of the Debtor, who have travelled and remain outside of Canada in the course of their employment, to return to Canada, including the power to incur and pay reasonable accommodation, transportation and meal costs and to reimburse such costs;

- 4 -

- (f) to confirm the continuation of employment by the Debtor of employees pursuant to letters from the Receiver on behalf of the Debtor and of union employees (if any) in respect of whom the applicable union or local has entered into an agreement with the Receiver, in each case on terms satisfactory to the Receiver, all with a view to facilitating a wind-down of the business and realization of the Property;
- (g) to confirm the permanent layoff and/or termination of employment by the Debtor of employees pursuant to letters from the Receiver on behalf of the Debtor;
- (h) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons (including, without limitation, affiliates of the Receiver) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (i) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as the Receiver considers necessary or desirable to facilitate the wind-down of the business of the Debtor and the realization on the Property;
- (j) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (k) to settle, extend or compromise any indebtedness owing to the Debtor;

- 5 -

- (l) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (m) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (n) to continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (o) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (p) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$750,000, provided that the aggregate consideration for all such transactions does not exceed \$3,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

- 6 -

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*; or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (q) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (r) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (s) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the real property described in Schedule B hereto;
- (t) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (u) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- 7 -

- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records,

- 8 -

or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or

- 9 -

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA to the same extent that counterparties are entitled to exercise remedies thereunder pursuant to section 65.1 of the BIA in proposal proceedings, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

- 10 -

the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

**EMPLOYEES**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of any or all such employees. In this regard, the Receiver may confirm the continuation of the employment, by the Debtor, of employees pursuant to a letter from the



- 11 -

Receiver on behalf of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor or other employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay on behalf of the Debtor, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act.

**PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated,

- 12 -

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed or construed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge

- 13 -

(the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and subject to any validly registered mortgage, lien or charge on the real property of the Debtor (other than any registrations in favour of TCCI or Gibralt) or to any validly attached and perfected security interest in a specific identified asset of the Debtor identified on the PPSA register.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time

- 14 -

as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate to any validly registered mortgage, lien or charge on the real property of the Debtor (other than any registrations in favour of TCCI or Gibralt) or to any validly attached and perfected security interest in a specific identified asset of the Debtor identified on the PPSA register.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

- 15 -

**GENERAL**

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

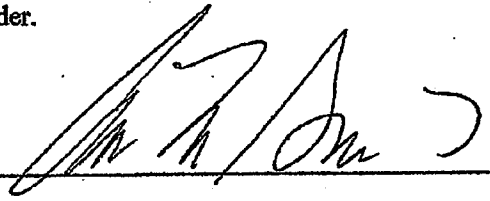
25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere 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.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

  
\_\_\_\_\_

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAR 31 1963

PER / PAR: *N*

**SCHEDULE "A"****RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$500,000

THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Skyservice Airlines Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 31st day of March, 2010 (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FTI Consulting Canada Inc. solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_  
Name:  
Title:



- 3 -

**SCHEDULE "B"****31 Fasken Drive, Toronto, ON**

PIN: 07420-0020 (LT)

PT BLK B, PL 7994, PART 1, 64R8871, T/W EB367331; ETOBICOKE, CITY OF TORONTO.

**6932 Vanguard Drive, Mississauga, ON**

PIN: 13526-0009 (LT)

LT 9, REGISTRAR'S COMPILED PLAN 1006; T/W EASEMENTS DESCRIBED IN R01129884; BRAMPTON/MISSISSAUGA; T/W EASEMENT AS IN PR361078; T/W EASEMENT OVER PT LOT 5 CON 7 EHS TT, DESG PTS 35 TO 38, PLAN 43R32426, AS IN PR1523019.

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

**THOMAS COOK CANADA INC. and SKYSERVICE AIRLINES INC.**  
Applicant and Respondent

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER  
(Appoint National Receiver)**

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

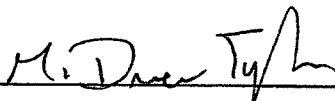
John A. MacDonald (LSUC# 25884R)  
(416) 862-5672

Mary Paterson (LSUC# 51572P)  
(416) 862-4924  
(416) 862-6666 (fax)

Lawyers for the applicant, Thomas Cook Canada,  
Inc.

F. 1121143

THIS IS EXHIBIT "F" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



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Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

## Announcement from Skyservice Airlines

TORONTO, March 31 /CNW/ - Skyservice Airlines today announced the shutdown of its operations following the appointment of a receiver by the Ontario Superior Court of Justice.

Recent changes in the Canadian vacation tour market combined with Skyservice Airlines' debt level have rendered the company unable to maintain profitable operations. As a result, one of the company's secured lenders applied for the appointment of the receiver.

The shutdown results in the cancellation of one flight that was scheduled to depart Canada for the Dominican Republic today and its return leg, as well as all remaining flights scheduled to depart Canada during the balance of the season in April. The company has requested, and the receiver has agreed, to work with the company's tour operator customers and other lift providers to ensure that passenger issues are resolved promptly.

Skyservice Airlines and the receiver are committed to winding up the business in an orderly and responsible manner. The company and the receiver will continue to treat employees and other stakeholders fairly and in a transparent manner throughout this process.

Note to editors: for a link to FTI (the trustee) as well as guidance and links for passengers to contact the tour operator and travel agents, please see: [www.skyservice.com](http://www.skyservice.com)

For further information: Bryan Mills Iradesso Corp., Allan McN. Austin, Tel: (416) 447-4740 x240, [aaustin@bmir.com](mailto:aaustin@bmir.com)

**SKYSERVICE AIRLINES INC. - More on this organization**



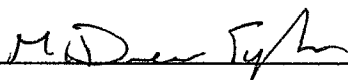
News Releases

(21)



CNW Group Photo Archive

THIS IS EXHIBIT "G" TO THE AFFIDAVIT OF  
RAY BUTLER SWORN BEFORE ME APRIL 5,  
2010.



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Commissioner for Taking Affidavits

**Marshall Drew Tyler, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 4, 2011.**

Court File No. 10-8651-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

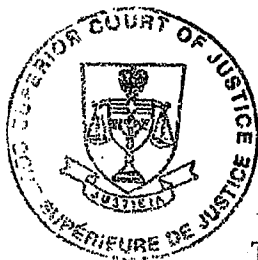
THE HONOURABLE	)	WEDNESDAY, THE 31ST DAY
	)	
JUSTICE MORAWETZ	)	OF MARCH, 2010

IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c. 5

BETWEEN:

GREATER TORONTO AIRPORTS AUTHORITY

Applicant

**ORDER**

THIS APPLICATION, made by the Applicant, the Greater Toronto Airports Authority (the "GTAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, made without notice, and on reading the affidavit of Jason Boyd sworn March 31, 2010 and on hearing the submissions of counsel for the GTAA, counsel for NAV CANADA, counsel for FTI Consulting Canada Inc. in its capacity as court appointed receiver (the "Receiver") of the property, assets and undertaking of Skyservice Airlines Inc. (the "Debtor"), counsel for ORIX Aviation Systems Limited, MCAP Europe Limited, Jetscape, Inc., Aircastle Advisor LLC and GE Capital Aviation Services, counsel for CIT Leasing Corporation, counsel for Thomson Airways Limited and counsel for Thomas Cook Canada Inc. (collectively, the "Interested Parties"),

- 2 -

1. THIS COURT ORDERS that this application and an application by NAV CANADA under Section 56 of the *Civil Air Navigation Services Commercialization Act*, S.C. 1996, chapter 20 (the "Applications") for orders, among other things, seizing and detaining the aircraft owned or operated by the Debtor bearing serial numbers 29941 (Mark number C-FLEU), 25053 (Mark number C-GMYH), 1605 (Mark number C-GTDH), 1571 (Mark number C-GTDG), 32477 (Mark number C-GTBB), 1411 (Mark number C-FRAA) and 1780 (Mark number C-GTDP) (together the "Ontario Aircraft"), pending payment of the sum outstanding for fees and charges claimed by the GTAA and NAV CANADA, are hereby adjourned to April 12, 2010.

2. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, no person, including the Receiver, shall take or cause any steps to be taken to possess or repossess the Ontario Aircraft or any other aircraft owned or operated by the Debtor (with the Ontario Aircraft, the "Aircraft") or to dispossess the Debtor of the Aircraft, including, without limitation, the giving of any notice of termination under applicable leases, the seizure or taking control of any log books, certificates of registration or certificates of air worthiness, the changing of the registration of any Aircraft or the deregistration of any Aircraft.

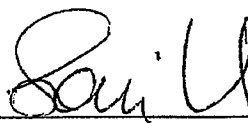
3. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, NAV CANADA is hereby authorized and directed to deny all civil air navigation services in respect of the Aircraft and that no person shall fly the Aircraft or cause the Aircraft to be flown.

- 3 -

4. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, the Receiver and/or any affected aircraft lessors may take any reasonable steps to inspect, protect and preserve the aircraft including performing and documenting any required maintenance procedures (the "Maintenance").

5. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, Thomson Airways Limited, the lessor of the aircraft bearing serial number 29941 (Mark C-FLEU) is directed to cause the aircraft to be repositioned to a location at Toronto Pearson International Airport designated by the GTAA by no later than 5:00 p.m. on April 1, 2010, failing which the GTAA is authorized to cause the aircraft to be so repositioned (the "Relocation").

6. THIS COURT ORDERS that neither the Maintenance nor the Relocation shall constitute or be deemed to constitute the exercise of custody or control or possession in respect of any Aircraft



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-Morawetz J.-

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

APR 01 2010

PER / PAR: TV



**BETWEEN:**

**GREATER TORONTO AIRPORTS AUTHORITY**

**- Applicant -**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
  
(PROCEEDING COMMENCED AT TORONTO)**

**ORDER**

**OSLER, HOSKIN, & HARCOURT LLP**  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada, M5X 1B8

**Allan D. Coleman / Shawn T. Irving**  
**LSUC#: 42007W / 50035U**  
Tel: (416) 862-4941 / (416) 862-4743  
Fax: (416) 862-6666

**Counsel for the Applicant,  
Greater Toronto Airports Authority**



CANADA

CONSOLIDATION

CODIFICATION

**Airport Transfer  
(Miscellaneous Matters)  
Act**

**Loi relative aux cessions  
d'aéroports**

S.C. 1992, c. 5

L.C. 1992, ch. 5

Current to March 10, 2010

À jour au 10 mars 2010

Published by the Minister of Justice at the following address:  
<http://laws-lois.justice.gc.ca>

Publié par le ministre de la Justice à l'adresse suivante :  
<http://laws-lois.justice.gc.ca>

OFFICIAL STATUS  
OF CONSOLIDATIONS

CARACTÈRE OFFICIEL  
DES CODIFICATIONS

Subsections 31(1) and (2) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Les paragraphes 31(1) et (2) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1<sup>er</sup> juin 2009, prévoient ce qui suit :

Published  
consolidation is  
evidence

31. (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

31. (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

Codifications  
comme élément  
de preuve

Inconsistencies  
in Acts

(2) In the event of an inconsistency between a consolidated statute published by the Minister under this Act and the original statute or a subsequent amendment as certified by the Clerk of the Parliaments under the *Publication of Statutes Act*, the original statute or amendment prevails to the extent of the inconsistency.

(2) Les dispositions de la loi d'origine avec ses modifications subséquentes par le greffier des Parlements en vertu de la *Loi sur la publication des lois* l'emportent sur les dispositions incompatibles de la loi codifiée publiée par le ministre en vertu de la présente loi.

Incompatibilité  
— lois



1992, c. 5

1992, ch. 5

An Act to provide for certain matters in connection with the transfer of certain airports

Loi réglant certaines questions soulevées par les cessions d'aéroports

[Assented to 19th March 1992]

[Sanctionnée le 19 mars 1992]

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

#### SHORT TITLE

#### TITRE ABRÉGÉ

Short title

1. This Act may be cited as the *Airport Transfer (Miscellaneous Matters) Act*.

1. *Loi relative aux cessions d'aéroports*.

Titre abrégé

#### INTERPRETATION AND APPLICATION

#### DÉFINITIONS ET CHAMP D'APPLICATION

Definitions

2. (1) In this Act, "designated airport authority" means a corporation or other body designated pursuant to subsection (2);

2. (1) Les définitions qui suivent s'appliquent à la présente loi.

Définitions

"designated airport authority"  
« administration aéroportuaire désignée »

« administration aéroportuaire désignée » Personne morale ou autre organisme désignés conformément au paragraphe (2).

« administration aéroportuaire désignée »  
"designated airport authority"

"designated employee"  
« employé désigné »

"designated employee", for an airport, means an employee designated pursuant to subsection (3) as a designated employee for that airport;

« employé désigné » Personne désignée conformément au paragraphe (3).

« employé désigné »  
"designated employee"

"Minister"  
« ministre »

"Minister" means the Minister of Transport;

« ministre » Le ministre des Transports.

« ministre »  
"Minister"

"transfer date"  
Version anglaise seulement

"transfer date", in respect of an airport, means the date designated pursuant to subsection (2) for that airport.

Designations by Governor in Council

(2) For the purposes of this Act, the Governor in Council may, by order,

(2) En vue de la cession par le ministre d'un aéroport, notamment par bail ou vente, le gouverneur en conseil peut, pour l'application de la présente loi, prendre un décret :

Décret de désignation

(a) designate any corporation or other body to which the Minister is to sell, lease or otherwise transfer an airport as a designated airport authority; and

a) conférant le statut d'administration aéroportuaire désignée à la personne morale ou l'organisme cessionnaire;

(b) designate the date on which the Minister is to sell, lease or otherwise transfer an air-

*Airport Transfer (Miscellaneous Matters) — March 10, 2010*

port to a designated airport authority as the transfer date for that airport.

Designation by  
Minister

(3) For the purposes of this Act, the Minister may, by order, designate any person employed in the federal public administration at or in connection with an airport or airports under the management, charge and direction of the Minister as a designated employee for an airport.

1992, c. 5, s. 2; 2003, c. 22, s. 224(E).

b) désignant la date prévue pour l'opération en cause comme date de cession.

Arrêté de  
désignation

(3) Pour l'application de la présente loi, le ministre peut, par arrêté, déterminer, parmi les personnes employées au sein de l'administration publique fédérale dans un aéroport placé sous son autorité ou à des activités liées à un tel aéroport, celles qui auront le statut d'employé désigné pour celui-ci.

1992, ch. 5, art. 2; 2003, ch. 22, art. 224(A).

HER MAJESTY

Binding on Her  
Majesty

3. This Act is binding on Her Majesty in right of Canada or a province.

SA MAJESTÉ

Obligation de Sa  
Majesté

3. La présente loi lie Sa Majesté du chef du Canada ou d'une province.

OFFICIAL LANGUAGES

Application of  
Official  
Languages Act

4. (1) Where the Minister has leased an airport to a designated airport authority, on and after the transfer date Parts IV, V, VI, VIII, IX and X of the *Official Languages Act* apply, with such modifications as the circumstances require, to the authority in relation to the airport as if

(a) the authority were a federal institution; and

(b) the airport were an office or facility of that institution, other than its head or central office.

LANGUES OFFICIELLES

Loi sur les  
langues  
officielles

4. (1) À la date de cession par bail d'un aéroport à une administration aéroportuaire désignée, les parties IV, V, VI, VIII, IX et X de la *Loi sur les langues officielles* s'appliquent, avec les adaptations nécessaires, à cette administration, pour ce qui est de l'aéroport, au même titre que s'il s'agissait d'une institution fédérale, et l'aéroport est assimilé aux bureaux de cette institution, à l'exclusion de son siège ou de son administration centrale.

Idem

(1.1) Where the Minister has sold or otherwise transferred an airport to a designated airport authority, on and after the transfer date Parts IV, VIII, IX and X of the *Official Languages Act* apply, with such modifications as the circumstances require, to the authority in relation to the airport as if

(a) the authority were a federal institution; and

(b) the airport were an office or facility of that institution, other than its head or central office.

Idem

(1.1) À la date de cession autrement que par bail d'un aéroport à une administration aéroportuaire désignée, les parties IV, VIII, IX et X de la *Loi sur les langues officielles* s'appliquent, avec les adaptations nécessaires, à cette administration, pour ce qui est de l'aéroport, au même titre que s'il s'agissait d'une institution fédérale, et l'aéroport est assimilé aux bureaux de cette institution, à l'exclusion de son siège ou de son administration centrale.

Construction

(2) Nothing in subsection 23(2) of the *Official Languages Act* shall, in relation to an airport transferred to a designated airport authority by the Minister, be construed or applied so as to impose a duty on any institution other than that authority.

1992, c. 5, s. 4, c. 42, s. 2.

Interprétation

(2) Le paragraphe 23(2) de la *Loi sur les langues officielles* n'a pas pour effet d'imposer, pour ce qui est d'un aéroport cédé par le ministre à une administration aéroportuaire désignée, une obligation à une autre institution que celle-ci.

1992, ch. 5, art. 4, ch. 42, art. 2.

## Cessions d'aéroports — 10 mars 2010

## PENSION BENEFITS

Pension benefits

5. (1) Where the Minister has sold, leased or otherwise transferred an airport to a designated airport authority, the *Public Service Superannuation Act*, the *Supplementary Retirement Benefits Act* and the regulations made under those Acts apply, in the manner and to the extent provided by the regulations made under subsection (3), to any person who meets all of the following criteria:

(a) the person is a designated employee for the airport and, immediately prior to the transfer date, was a contributor under the *Public Service Superannuation Act*;

(b) on the transfer date, the person became an employee of the designated airport authority;

(c) the President of the Treasury Board has not made a payment pursuant to section 40 of the *Public Service Superannuation Act* in respect of the pensionable service to that person's credit under that Act immediately prior to the transfer date;

(d) the person has not received or opted to receive any annuity or other benefit under section 12 or 13 of the *Public Service Superannuation Act* in respect of the pensionable service to the person's credit under that Act immediately prior to the transfer date; and

(e) the person elects, within one year after the transfer date and in such form and manner as the President of the Treasury Board may direct, to have the *Public Service Superannuation Act*, the *Supplementary Retirement Benefits Act* and the regulations made under those Acts apply to the person in the manner and to the extent provided by the regulations made under subsection (3).

Election irrevocable

(2) An election under paragraph (1)(e) is irrevocable.

Regulations

(3) The Governor in Council may, on the recommendation of the President of the Treasury Board, make regulations

(a) respecting the manner in which and the extent to which provisions, as amended, of the Acts and regulations referred to in subsection (1) apply to persons who make an election under paragraph (1)(e);

## PENSIONS

Prestations de retraite

5. (1) En cas de cession d'un aéroport à une administration aéroportuaire désignée, la *Loi sur la pension de la fonction publique* et la *Loi sur les prestations de retraite supplémentaires*, ainsi que leurs règlements, s'appliquent, selon les modalités fixées par règlement d'application du paragraphe (3), à toute personne qui, à la fois :

a) a le statut d'employé désigné pour l'aéroport et, à la date de la cession, était un contributeur au sens de la *Loi sur la pension de la fonction publique*;

b) devient, à la date de la cession, employé de l'administration aéroportuaire désignée;

c) n'a pas fait l'objet d'un paiement, effectué par le président du Conseil du Trésor en vertu de l'article 40 de la *Loi sur la pension de la fonction publique*, au titre des années de service ouvrant droit à pension qu'elle comptait en application de cette loi à la date de la cession;

d) n'a reçu ou choisit de ne recevoir, au titre des années de service ouvrant droit à pension qu'elle comptait en application de la *Loi sur la pension de la fonction publique* à la date de la cession, aucune des pensions ou prestations mentionnées aux articles 12 ou 13 de cette loi;

e) choisit, dans l'année suivant la date de cession et selon les modalités fixées par le président du Conseil du Trésor, de demeurer sous le régime de la *Loi sur la pension de la fonction publique* et de la *Loi sur les prestations de retraite supplémentaires*, ainsi que de leurs règlements, aux conditions déterminées par règlement d'application du paragraphe (3).

Irrevocabilité

(2) Le choix fait en application de l'alinéa (1)e) est irrévocable.

Règlements

(3) Sur recommandation du président du Conseil du Trésor, le gouverneur en conseil peut, par règlement :

a) prévoir selon quelles modalités les dispositions des lois et règlements mentionnés au paragraphe (1) s'appliquent, avec leurs modifications, à la personne qui fait le choix prévu à l'alinéa (1)e);

*Airport Transfer (Miscellaneous Matters) — March 10, 2010*

(b) adapting provisions of those Acts and regulations for the purposes of this section; and

(c) generally for carrying out the purposes and provisions of this section.

Retroactivity

(4) Regulations made under subsection (3) may, if they so provide, be retroactive and have effect with respect to any period before they were made.

6. and 7. [Repealed, 1998, c. 26, s. 72]

INCOME TAX

Exemption from income tax

8. (1) No tax is payable under Part I of the *Income Tax Act* by a corporation for a taxation year commencing after 1990 on that portion of its taxable income for the year that may reasonably be regarded as being derived from an airport business if

(a) throughout the year, the corporation was a designated airport authority and no part of the income or capital of the corporation was or became payable to, or otherwise available for the personal benefit of, any member or shareholder of the corporation; and

(b) all or substantially all of the gross revenue of the corporation, other than dividends received from a taxable Canadian corporation, in the year was derived from an airport business.

Idem

(2) No tax is payable under Parts I.3, IV and IV.1 of the *Income Tax Act* by a corporation for a taxation year commencing after 1990 for which no tax is payable on all or a portion of its taxable income by reason of subsection (1).

Same meaning

(3) Unless a contrary intention appears, words and expressions used in this section have the same meaning as in the *Income Tax Act*.

Definitions

"airport business"  
« activités aéroportuaires »

(4) For the purposes of subsection (1), "airport business" means the business of operating an airport and any activities incidental or pertaining to that operation and, without restricting the generality of the foregoing, includes the rental or leasing of real property situated at the airport, the making of investments, the granting of franchises, concessions and licences and the provision of parking facilities at the airport and heliport facilities and bus services serving the airport, but does not include ac-

b) adapter ces dispositions pour l'application du présent article;

c) prendre toute autre mesure d'application du présent article.

Rétroactivité

(4) Les règlements pris en vertu du paragraphe (3) peuvent avoir un effet rétroactif s'ils comportent une disposition en ce sens.

6. et 7. [Abrogés, 1998, ch. 26, art. 72]

IMPÔT SUR LE REVENU

Exonération

8. (1) Une société est exonérée de l'impôt payable en vertu de la partie I de la *Loi de l'impôt sur le revenu* sur la fraction de ses revenus d'une année d'imposition commençant après 1990 qui provient d'une activité aéroportuaire si les conditions suivantes sont réunies :

a) durant toute cette année, elle a été une administration aéroportuaire désignée et aucune partie de son revenu ou de son capital n'a été payable à un de ses membres ou actionnaires ou n'a été disponible pour servir au profit personnel de ceux-ci;

b) la totalité ou la majeure partie de son revenu brut de l'année, sauf les dividendes reçus d'une société canadienne imposable, provient d'une activité aéroportuaire.

Idem

(2) Une société est exonérée de l'impôt payable en vertu des parties I.3, IV et IV.1 de la *Loi de l'impôt sur le revenu* pour une année d'imposition commençant après 1990 si l'exonération visée au paragraphe (1) lui est applicable.

Terminologie

(3) Sauf indication contraire, les termes du présent article s'entendent au sens de la *Loi de l'impôt sur le revenu*.

Définitions

(4) Les définitions qui suivent s'appliquent au paragraphe (1).

« activités aéroportuaires » Exploitation d'un aéroport et toute autre opération connexe, notamment location — simple ou en crédit-bail — d'immeubles situés à l'aéroport, placements, octroi de franchises, concessions, licences et fourniture de stationnement à l'aéroport, d'installations héliportuaires et de services d'autobus desservant l'aéroport. Sont exclues les activités prévues par règlement et celles liées à

« activités aéroportuaires »  
"airport business"

## Cessions d'aéroports — 10 mars 2010

tivities relating to the operation of a hotel, motel, restaurant, bar, retail or wholesale store, a motor vehicle rental or leasing service, a taxi or limousine service, a freight transportation service, an airline, an aircraft rental or leasing service, an aircraft fuelling or maintenance service, a currency exchange service or an amusement or entertainment centre or any prescribed activity;

“taxation year”  
« année  
d'imposition »

“taxation year”, in respect of a corporation, means

- (a) where the corporation is designated as a designated airport authority in a taxation year of the corporation, only that part of that year following the designation, and
- (b) where the corporation ceases to be a designated airport authority in a taxation year of the corporation, only that part of that year preceding the cessation.

1992, c. 42, s. 3; 1999, c. 31, s. 247(F).

## SEIZURE AND DETENTION OF AIRCRAFT

Seizure and  
detention for  
fees and charges

9. (1) Where the amount of any landing fees, general terminal fees or other charges related to the use of an airport, and interest thereon, set by a designated airport authority in respect of an airport operated by the authority has not been paid, the authority may, in addition to any other remedy available for the collection of the amount and whether or not a judgment for the collection of the amount has been obtained, on application to the superior court of the province in which any aircraft owned or operated by the person liable to pay the amount is situated, obtain an order of the court, issued on such terms as the court considers necessary, authorizing the authority to seize and detain aircraft.

Idem

(2) Where the amount of any fees, charges and interest referred to in subsection (1) has not been paid and the designated airport authority has reason to believe that the person liable to pay the amount is about to leave Canada or take from Canada any aircraft owned or operated by the person, the authority may, in addition to any other remedy available for the collection of the amount and whether or not a judgment for the collection of the amount has been obtained, on *ex parte* application to the superior court of the province in which any aircraft owned or operated by the person is situated, obtain an order of the court, issued on such terms as the court

l'exploitation d'hôtels, de motels, de restaurants, de bars, de magasins de vente en gros ou au détail, de services de location — simple ou en crédit-bail — de véhicules à moteur, avec ou sans chauffeur, ou de taxis, de services de transport de fret, de lignes aériennes, de services de location — simple ou en crédit-bail — d'aéronefs, de distribution de carburant aux avions ou d'entretien de ceux-ci, de services de bureau de change et de centres de spectacles ou de jeux.

« année d'imposition » Vise également la fraction de l'année suivant la date de désignation d'une société comme administration aéroportuaire désignée et celle de l'année précédant la date à laquelle une société cesse d'être une administration aéroportuaire désignée.

1992, ch. 42, art. 3; 1999, ch. 31, art. 247(F).

« année  
d'imposition »  
“taxation year”

## SAISIE ET RÉTENTION D'AÉRONEFS

Saisie

9. (1) À défaut de paiement des frais fixés par elle — frais généraux d'aérogare ou d'atterrissage ou toute redevance se rapportant à l'utilisation d'un aéroport, ainsi que les intérêts y afférents —, l'administration aéroportuaire désignée peut, en sus de tout autre recours visant leur recouvrement et indépendamment d'une décision judiciaire à cet égard, demander à la juridiction supérieure de la province où se trouve l'aéronef dont le défaillant est propriétaire ou utilisateur de rendre une ordonnance l'autorisant à saisir et à retenir l'aéronef, aux conditions que la juridiction estime nécessaires.

Demande sans  
préavis

(2) Dans les mêmes circonstances, l'administration aéroportuaire désignée peut, si elle est en outre fondée à croire que le défaillant s'apprête à quitter le Canada ou à en retirer un aéronef dont il est propriétaire ou utilisateur, procéder à la même demande *ex parte*.



*Airport Transfer (Miscellaneous Matters) — March 10, 2010*

considers necessary, authorizing the authority to seize and detain aircraft.

Release on payment

(3) Subject to subsection (4), except where otherwise directed by an order of a court, a designated airport authority is not required to release from detention an aircraft seized under subsection (1) or (2) unless the amount in respect of which the seizure was made is paid.

(3) Sauf ordonnance contraire de la juridiction, l'administration aéroportuaire désignée n'est pas tenue de donner mainlevée de la saisie tant que les sommes dues n'ont pas été acquittées.

Mainlevée

Release on security

(4) A designated airport authority shall release from detention an aircraft seized under subsection (1) or (2) if a bond, suretyship or other security in a form satisfactory to the authority for the amount in respect of which the aircraft was seized is deposited with the authority.

(4) L'administration aéroportuaire désignée donne cependant mainlevée contre remise d'une sûreté — cautionnement ou autre garantie qu'elle juge satisfaisante — équivalente aux sommes dues.

Sûretés

Same meaning

(5) Words and expressions used in this section and section 10 have the same meaning as in the *Aeronautics Act*.

(5) Les termes du présent article et de l'article 10 s'entendent au sens de la *Loi sur l'aéronautique*.

Terminologie

1992, c. 42, s. 3; 2001, c. 4, s. 55(E).

1992, ch. 42, art. 3; 2001, ch. 4, art. 55(A).

Exempt aircraft

10. (1) Any aircraft of a person referred to in subsection 9(1) or (2) that would be exempt from seizure under a writ of execution issued by the superior court of the province in which the aircraft is situated is exempt from seizure and detention under that subsection.

10. (1) S'appliquent aux aéronefs visés aux paragraphes 9(1) et (2) les règles d'insaisissabilité opposables aux mesures d'exécution dérivées par la juridiction supérieure de la province où ils se trouvent.

Insaisissabilité

Exemption

(2) The Governor in Council may, by regulation, exempt any aircraft from seizure and detention under section 9.

(2) Le gouverneur en conseil peut, par règlement, exempter tout aéronef de la saisie ou de la rétention prévue à l'article 9.

Règlement

1992, c. 42, s. 3.

1992, ch. 42, art. 3.

#### QUALIFIED INVESTMENT

Debt obligations qualified

11. For the purpose of qualifying the bonds, debentures or other evidences of indebtedness of a designated airport authority

(a) as an authorized investment under paragraph 86(i) of the *Canadian and British Insurance Companies Act*, paragraph 61(1)(b) of the *Loan Companies Act* or paragraph 78(1)(b) of the *Trust Companies Act*,

(b) as a permitted investment under paragraph 1(j) of Schedule III to the *Pension Benefits Standards Regulations, 1985*, and

(c) as assets that may be vested in trust in Canada under paragraph 1(i) of Schedule II to the *Canadian and British Insurance Companies Act* or paragraph 1(i) of the schedule to the *Foreign Insurance Companies Act*,

#### PLACEMENTS AUTORISÉS

11. Afin de déterminer si les obligations, débentures ou autres titres de créances d'une administration aéroportuaire désignée sont des placements autorisés aux termes de l'alinéa 86i) de la *Loi sur les compagnies d'assurance canadiennes et britanniques*, de l'alinéa 61(1)b) de la *Loi sur les sociétés de prêt* ou de l'alinéa 78(1)b) de la *Loi sur les sociétés de fiducie*, des placements admissibles aux termes de l'alinéa 1j) de l'annexe III du *Règlement de 1985 sur les normes de prestation de pension* et des valeurs actives qui peuvent être placées en fiducie au Canada aux termes de l'alinéa 1i) de l'annexe II de la *Loi sur les compagnies d'assurance canadiennes et britanniques* ou de l'alinéa 1i) de l'annexe de la *Loi sur les compagnies d'assurance étrangères*, il faut présumer que les droits et intérêts acquis par l'administration au titre de la cession par le ministre d'un

Qualité de placements autorisés : titres de créances

*Cessions d'aéroports — 10 mars 2010*

the rights and interests acquired by the authority under the instrument executed by the Minister that transfers an airport to the authority are deemed to be assets listed in that paragraph.

1992, c. 42, s. 3.

aéroport sont des valeurs actives énumérées dans ces dispositions.

1992, ch. 42, art. 3.

Ottawa Macdonald-Cartier International Airport Authority  
Applicant

Court File No:

*Ontario*  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

Proceeding commenced at Toronto

**APPLICATION RECORD**

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