



This is the 1st affidavit
of Colin Brousson in this case
and was made on June 20, 2024

No. S-231354
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2022, c. 57, AS
AMENDED

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C.C-44,
AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANWEST
AEROSPACE INC. AND CAN WEST GLOBAL AIRPARTS INC.

PETITIONERS

AFFIDAVIT

I, Colin Brousson, of 2700 – 1133 Melville Street, Vancouver, British Columbia, Lawyer,
AFFIRM THAT:

1. I am a lawyer at DLA Piper (Canada) LLP ("**DLA**") and have acted as counsel to FTI Consulting Canada Inc., the Monitor in these proceedings (the "**Monitor**"), and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be made upon information and belief and where so stated I verily believe them to be true.
2. The accounts of DLA issued to the Monitor for service from March 16, 2023 to May 31, 2024 can be summarized as follows:

Invoice Period	Fees	Disbursements	Taxes	Total
March 16, 2023 – March 31, 2023	\$6,847.50	\$0.00	\$821.71	\$7,669.21
April 1, 2023 – April 30, 2023	\$12,110.00	\$7.00	\$1,453.28	\$13,570.28
May 1, 2023 – May 31, 2023	\$19,530.00	\$7.00	\$2,343.68	\$21,880.68
June 1, 2023 – June 30, 2023	\$9,870.00	\$0.00	\$1,184.40	\$11,054.40
July 1, 2023 – July 31, 2023	\$5,180.00	\$28.00	\$621.92	\$5,829.92
August 1, 2023 – April 30, 2024	\$2,912.50	\$0.00	\$349.51	\$3,262.01
May 1, 2024 – May 31, 2024	\$975.00	\$0.00	\$117.00	\$1,092.00
TOTAL:	\$57,425.00	\$42.00	\$6,891.50	\$64,358.50

3. The fees and disbursements set out above were necessarily incurred in fulfilling the instructions of the Monitor and have been approved by the Monitor.
4. In addition to the above fees, DLA, together with the Monitor initially estimated a further cumulative amount of \$20,000 in fees to complete this taxation of accounts on the basis the taxation and payment of the DLA and the Monitor's accounts would not be opposed.
5. The services comprised in the accounts of DLA set out above relate to:
 - (a) reviewing and revising eight Monitor's reports;
 - (b) preparing for and attending in Court on application on eight different instances, including a number of applications which were opposed by various parties;
 - (c) advising on issues concerning a material adverse change which took place as a result of certain steps taken be the Petitioners' landlord;
 - (d) assisting the Monitor and Petitioners on matters related to the sales process, including concerns about deposits;
 - (e) reviewing claims under the claims process order issued in these proceedings;
 - (f) reviewing and providing commentary on the Petitioners' Plan of Arrangement;

- (g) attending upon issues in connection with the Petitioners' meeting of creditors' to approve the plan of arrangement;
- (h) reviewing and providing commentary on the Petitioners' application materials; and
- (i) correspondence and communication with the Monitor and other parties involved in the CCAA proceedings.

6. The total cumulative time comprised in the accounts of DLA is approximately 82.3 hours broken down as follows:

Lawyer	Rate	Hours
Colin D. Brousson	\$750	79.9
Samantha Arbor	\$400	1.9
Dannis Yang	\$95	0.5
	Total:	82.30

7. I have considerable experience in restructuring matters. I am aware that many insolvency proceedings in this jurisdiction, which often include far fewer restructuring steps than have been taken in this matter, have generated professional fees which were substantially higher than the fees generated in this CCAA.

8. The table below is a summary of the professional fees incurred in this particular CCAA by DLA, FTI (the Monitor), and Clark Wilson LLP, as counsel for the Petitioners.

Firm	Fees	Expenses	PST	GST	Total
FTI	\$ 196,630.00	\$ 2,661.85		\$ 9,964.82	\$ 209,256.67
DLA	57,425.00	42.00	4,019.76	2,871.74	64,358.50
CW	186,954.73		9,313.76	12,916.48	209,184.97
	<u>\$ 441,009.73</u>	<u>\$ 2,703.85</u>	<u>\$ 13,333.52</u>	<u>\$ 25,753.04</u>	<u>\$ 482,800.14</u>

9. DLA was not paid anything towards its accounts through most of the CCAA and it did not hold a retainer during the CCAA. The cash flow was tight for the Petitioners within this CCAA. DLA was asked to rely instead upon the Administration Charge pronounced in the CCAA. DLA agreed to do so to assist with the restructuring moving forward, but I was careful at each appropriate juncture that increases in the Administration Charge were also obtained so both the Monitor and DLA accounts were protected.

10. Ultimately the priority Administration Charge in the CCAA was ordered to be in the amount of \$350,000 (the "**CCAA Administration Charge**"). This total amount was to be shared amongst DLA, the Monitor and the Petitioners' counsel.

The Deposit Monies

11. The backbone of the Petitioners' Plan of Arrangement in the CCAA was a Share Purchase Agreement (the "**SPA**") which is attached hereto as **Exhibit "A"** to this affidavit. In that SPA under section 2 the deposit in the amount of \$225,000 (the "**Deposit**") was to:
- (a) be held by the Monitor in trust; and
 - (b) in the event the Deposit became non-refundable and was not used as part of the SPA, it was to be used to pay the Petitioners' restructuring fees.
12. The Deposit became non-refundable on July 6, 2023 as a result of the Petitioners satisfying all of its conditions precedent including the issuance of an approval and vesting order.
13. September 22, 2023, the Monitor distributed the Deposit (including accrued interest) to the professional firms as follows:

DLA Piper LLP	\$46,373.27
Clark Wilson LLP	\$78,444.49
FTI Consulting Canada Inc.	\$103,497.09

14. On August 29, 2023, counsel for the Petitioners advised the Receiver that this distribution by the Monitor of the Deposit monies it held in trust was being made to the CCAA professionals.
15. Now produced and attached hereto as **Exhibit "B"** to this affidavit is a copy of the letter informing RBC and the Receiver of this disbursement to the CCAA professionals.
16. There has never been any direct response to Exhibit B. The first time I became aware there might be an issue related to this distribution to the CCAA professionals was on or about June 12, 2024 after receiving the Receiver's Third Report.

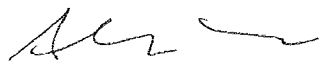
Positions of RBC in CCAA

17. DLA only became involved in this CCAA after an Initial Order was obtained and the Monitor was appointed, however I understood that RBC unsuccessfully opposed the Initial Order made on March 8, 2023 in the CCAA. RBC wanted a receivership proceeding instead.

18. RBC also unsuccessfully opposed the Amended and Restated Initial Order (the "ARIO") which was made on March 17, 2023.
19. At the hearing of the ARIO, the Monitor supported a short stay extension within CCAA for the reasons set out in its First Report dated March 16, 2023.
20. RBC was understandably not pleased with the prospects of its recovery in this matter. RBC generally appeared to prefer a receivership over a CCAA and was unhappy that the Monitor supported the CCAA.
21. Now produced and shown to me and attached hereto as **Exhibit "C"** is an email chain I exchanged with counsel for RBC in or about July 5, 2023, concerning the costs of the CCAA.
22. On or about August 18, 2023, I was provided with notice that RBC would be applying to appoint the Receiver because the SPA which supported the Petitioners' plan sanctioned within the CCAA had failed to complete.
23. I was provided a copy of the draft Receivership Order being sought by RBC on or about August 24, 2023. I assumed that RBC would recognize the CCAA Administration Charge within the receivership proceedings and I reviewed the draft order for such recognition. I was surprised to see that the CCAA Administration Charge was not mentioned as a priority charge in the draft Receivership Order proposed by RBC's counsel.
24. I thought it was likely just an oversight, but when I inquired of RBC's counsel why the CCAA Administration Charge on this point, I was informed it was not a mistake and RBC specifically did not wish to recognize the CCAA Administration Charge as a priority charge any longer. As a result, I was forced to prepare to attend upon RBC's application for the receivership order in order to protect the CCAA Administration Charge.
25. On August 29, 2023, approximately 30 minutes prior to the hearing, RBC's counsel indicated that RBC had changed its mind and would recognize that the receiver's charges were subordinate to the CCAA Administration Charge in that proceeding. I attended the hearing that morning anyway and this Court made a Receivership Order which specifically reflected that the CCAA Administration Charge had first priority in the receivership proceeding as well.
26. More recently, while preparing the Monitor's taxation materials, I reviewed paragraph 34 of the Receiver's Third Report which stated: "RBC's position is that, following the application of the deposit, the Administration Charge secures only \$125,000 of the amounts owing to the CCAA Professionals". It also appeared the Receiver was seeking a distribution order on the basis of RBC's position with respect to the CCAA Administration Charge.

- 27. After reviewing the Receiver's Third report, I have made a number of inquiries to understand the positions of the Receiver and RBC on this aspect prior to finalizing the Monitor's taxation materials and this affidavit.
- 28. As I understand it, RBC is of the view that because the Monitor did not pay the Deposit monies to the CCAA professionals prior to the Receivership Order being made, the Deposit monies became payable to the Receiver's estate and this delay of payment of the CCAA professionals thereby reduced the CCAA Administration Charge by \$225,000. Had the Monitor made the payment to the professionals a day earlier than the Receivership Order, this would apparently not be an issue.
- 29. The practical result if this position was accepted and the receiver's distribution order went as sought, the CCAA professionals would suffer a shortfall on payments of their accounts to the benefit of RBC.
- 30. DLA and the Monitor do not share RBC's view and oppose the Receiver's distribution order. RBC's position impacts the Petitioners' counsel as well. The positions of the Monitor and DLA as well as RBC are set out in part in the email chain exchanged in this matter which is attached as **Exhibit "D"**.
- 31. I am of the view that the taxations in this matter should be adjourned to allow for Petitioners' counsel to prepare for and attend at the hearing in this matter and to allow all parties to seek additional time for the hearing of the Monitor's taxation together with this issue concerning the CCAA Administration Charge.
- 32. The legal advice and services were rendered to the Monitor at 1450 – 701 West Georgia Street, Vancouver, BC.
- 33. I was called to the Bar and admitted as a solicitor in the Province of British Columbia in May 1996, and since that time have primarily acted in insolvency and realization matters and in financing issues, including advice to trustees in bankruptcy. I have written papers and lectured on insolvency and realization issues for the Continuing Legal Education Society and other groups.

AFFIRMED BEFORE ME at Vancouver,
British Columbia, on June 20, 2024.



A Commissioner for taking Affidavits for
British Columbia.

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COLIN BROUSSON

Alex Hudson
Barrister & Solicitor
DLA Piper (Canada) LLP
1133 Melville Street, Suite 2700
Vancouver, BC V6E 4E5
604.687.9444

This is **Exhibit "A"** referred to in the Affidavit of Colin Brousson affirmed before me at Vancouver, British Columbia on this the 20th day of June, 2024.

A handwritten signature in black ink, appearing to be 'A. Z.', written above a horizontal line.

A Commissioner for taking Affidavits
For British Columbia.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made the 23rd day of April 2023 between Thomas Jackson ("Jackson"), an individual doing business in the Province of British Columbia, CanWest Aerospace Inc. ("CW Aerospace") and Can West Global Airparts Inc. ("CW Airparts", and together with CW Aerospace, the "Petitioners", and the Petitioners together with Jackson, the "Vendors") and MAR ONE Aviation, L.L.C., a company incorporated under the laws of the State of Washington (the "Purchaser", and together with the Vendors, the "Parties", and each a "Party").

WHEREAS:

A. On March 8, 2023, the Supreme Court of British Columbia (the "Court") made an order (the "Initial Order") granting each of the Petitioners, protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCA");

B. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as the monitor of the business and financial affairs of the Petitioners under the CCA (in such capacity, the "Monitor");

C. Jackson is the registered and beneficial owner of the shares in the capital of each Petitioner set out in Schedule "A" attached hereto (the "Shares");

D. In connection with a plan of compromise and arrangement to be proposed in these CCAA proceedings (the "Plan"), Jackson has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase the Petitioners' assets through its purchase of the Shares for the Purchase Price (as defined below) and on the terms and conditions set out in this Agreement (the "Sale Transaction");

E. The Parties have agreed that with respect to the Sale Transaction, Jackson will receive \$100.00 as consideration for the Shares, and the balance of the Purchase Price will be paid to the Monitor, in trust, and used to fund the Plan; and

F. Accordingly, the Parties wish to enter into this Agreement so as to effect the Sale Transaction, the consummation of which shall be subject to the conditions precedent set out in Section 4 below, including approval by the Court by way of an Order approving the Sale Transaction. (the "Sale Approval Order").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF SHARES

On and subject to the terms and conditions set forth in this Agreement, Jackson hereby agrees to sell, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase from Jackson, all of Jackson's right, title and interest in and to the Shares, with such purchase and sale to take effect upon receipt by the Monitor of the Purchase Price as set out in Section 2 below and receipt by the Purchaser of the closing deliverables set out in Section 3 below.

2. PURCHASE PRICE

- (a) The aggregate purchase price payable by the Purchaser pursuant to the Sale Transaction is USD\$1,700,000 (the "Purchase Price").
- (b) If the Court grants the Sale Approval Order, then within seven (7) days of the date of the Sale Approval Order, the Purchaser shall pay 10% of the Purchase Price, being USD\$170,000, as a deposit (the "Deposit"), by wire transfer, to the Monitor, in trust. The Deposit may only be refunded to the Purchaser upon the occurrence of one of the following events (each, a "Refund Event"):
 - ☐(i) the Sale Transaction does not close solely due to the Vendors' default of the terms of this Agreement;
 - ☐(ii) Upon a vote by the Petitioners' creditors, the Petitioners' creditors do not approve the Plan as submitted to the creditors in accordance with the CCAA; or
 - ☐(iii) Upon the Petitioners' application to the Court, the Court does not approve the Plan and issue a vesting order vesting the Shares in the Purchaser free and clear of all claims and liabilities other than permitted claims and liabilities. (the "Sanction and Vesting Order").
- (c) If the Deposit is not required to be returned to the Purchaser due to the occurrence of a Refund Event, the Deposit will be non-refundable and constitute liquidated damages and will be used by the Petitioners to pay for its restructuring costs associated with the CCAA proceedings.
- (d) On the Closing Date, the Purchaser shall pay the balance of the Purchase Price by wire transfer to the Monitor, in trust. The Purchase Price will ultimately be distributed by the Monitor in accordance with the Plan.

3. CLOSING DELIVERABLES

On or before the Closing Date, the Vendors will execute and deliver, or cause to be executed and delivered, all documents, instruments, resolutions and share certificates as are necessary to effectively transfer and assign the Shares to the Purchaser, including:

- (a) the Sale Approval Order;
- (b) The Sanction and Vesting Order;
- (c) all corporate records and books of account of each Petitioner that are in the possession of the Vendor;
- (d) to the extent the Shares are certificated:
 - ☐(i) share certificate(s) in the name of the Vendor representing the Shares duly endorsed for transfer; or



- Ⓜ(ii) share certificate(s) representing the Shares registered in the name of the Purchaser; and
- (e) to the extent the Shares are uncertificated, evidence that all share registrations or other recordings have been made in accordance with applicable law to effect the transfer of the Shares to the Purchaser.

4. CONDITIONS PRECEDENT

Completion of the Sale Transaction is subject to satisfaction of the following conditions precedent (the "Conditions"):

- (a) execution and delivery of this Agreement by each Party;
- (b) payment of the Deposit by the Purchaser in accordance with Section 2 above;
- (c) the Petitioners obtaining the Sale Approval Order;
- (d) approval by the secured and unsecured creditors of the Petitioners of the Plan in accordance with the CCAA; and
- (e) approval by the Court of the Plan by way of the Sanction and Vesting Order.

Neither Party may waive any of the Conditions.

5. REPRESENTATIONS AND WARRANTIES OF VENDOR

The Vendors represent and warrant to the Purchaser as of the date hereof as follows:

- (a) Incorporation and Power. Each Petitioner is a corporation or analogous entity incorporated and validly existing under the laws of its jurisdiction of incorporation or formation, and is duly organized and in good standing under the laws of such jurisdiction.
- (b) Due Authorization. The execution and delivery of this Agreement and such other agreements and instruments as are referred to herein and the completion of the Sale Transaction and such other agreements and instruments have been duly authorized by all necessary action on the part of the Vendor.
- (c) Share Ownership. The Shares represent all of the issued and outstanding shares in the capital of each Petitioner and are as set out in Schedule "A" attached hereto.
- (d) "As Is, Where Is". The Shares are being sold by the Vendor to the Purchaser on an "as is, where is" basis without surviving representations, warranties, covenants or indemnities of any kind, nature or description by the Vendor with respect to the Shares or the state of the affairs of each Petitioner, except to the extent expressly set forth in this Section 5 and to the extent that the Shares are conveyed by way of the Sanction and Vesting Order.

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as of the date hereof as follows:

- (a) Incorporation and Power. The Purchaser is a corporation duly incorporated under the laws of its jurisdiction of incorporation or formation and is duly organized, validly existing and in good standing under such laws. The Purchaser has the corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated hereby.
- (b) Due Authorization. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser. The Purchaser has due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement.
- (c) Consents and Approvals. Other than as contemplated in the Conditions in Section 4 above, no consent or approval of any person is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.
- (d) Notices. No notice is required to be delivered by the Purchaser to any person in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.

The representations, warranties, covenants and agreements of the Purchaser contained in this Agreement and in any document or certificate given in connection with this Agreement survive the closing of the transactions contemplated by this Agreement.

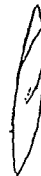
7. MISCELLANEOUS

- (a) No Assignment. This Agreement may not be assigned in whole or in part by either Party without the express, prior written consent of the other party, which consent shall not be unreasonably withheld.
- (b) Notice. Any notice to be made under this Agreement shall be made in writing and by e-mail or letter, to the following addresses:

If to the Vendors:

c/o Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, British Columbia V6C 3H1
Attention: Christopher Ramsay and Katie Mak
Email: cramsay@cwilson.com and kmak@cwilson.com
(with a copy to Thomas Jackson, tomj@canwestaerospace.com)

The Purchaser's address for notice is:



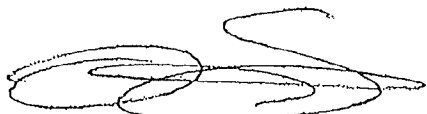
14210 NE 20th Street
Suite B
Bellevue, WA 98007-3765
Attention: David Marone
Email: davemarone@mar-oneaviation.com

Each Party may change their address by providing notice to the other Party of its change of address in accordance with this Section 7. Except as specified by applicable law, any communication shall be effective when received if during business hours or on the next business day if received outside of business hours.

- (c) Enurement. This Agreement shall enure to the benefit of and shall be binding upon each of the Parties hereto and each of their successors and permitted assigns.
- (d) Further Assurances. Each Party will promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.
- (e) Governing Law. This Agreement shall be construed under and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia, and the venue for any actions arising out of this Agreement will be Vancouver, British Columbia.
- (f) Entire Agreement. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, statutory or otherwise.
- (g) Counterparts. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in one or more counterparts and by email with the same force and effect as if all parties noted as a signatory thereto had signed and delivered an original copy of the same document. All counterparts when delivered or sent by email shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Share Purchase Agreement as of the date first above written.



THOMAS JACKSON

CANWEST AEROSPACE INC.

Per: 

Authorized Signatory

CAN WEST GLOBAL AIRPARTS INC.

Per: 

Authorized Signatory

MAR ONE AVIATION, L.L.C.

Per: _____

Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Share Purchase Agreement as of the date first above written.

THOMAS JACKSON

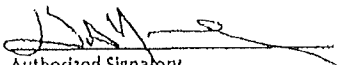
CANWEST AEROSPACE INC.

Per: _____
Authorized Signatory

CAN WEST GLOBAL AIRPARTS INC.

Per: _____
Authorized Signatory

MAR ONE AVIATION, L.L.C.

Per: 
Authorized Signatory

Schedule A

SHARES TO BE ACQUIRED

Petitioner	Number and Class of Shares	Certificate No. <i>(if applicable)</i>
CanWest Aerospace Inc.	200 class A shares	A-4
CanWest Aerospace Inc.	200 class C shares	C-5
Can West Global Airparts Inc.	100 A VOTING COMMON shares	2
Can West Global Airparts Inc.	1,000 B NON-VOTING COMMON shares	1

AMENDING AGREEMENT

This Amending Agreement is made effective on May 9, 2023 between:

THOMAS JACKSON

CANWEST AEROSPACE INC.

CAN WEST GLOBAL AIRPARTS INC.

(collectively, the "Vendors")

AND:

MAR ONE AVIATION, L.L.C.

(the "Purchaser", and collectively with the Vendors, the "Parties")

WHEREAS the Parties wish to amend the share purchase agreement dated April 23, 2023 between the Parties, as approved by the Court in the Order granted in the proceedings commenced on March 8, 2023 under the *Companies' Creditors Arrangement Act*, being the British Columbia Supreme Court, Vancouver Registry Action No. S-231354 on April 24, 2023 (the "Share Purchase Agreement"),

NOW THEREFORE in consideration of the terms, covenants and conditions hereinafter set out and mutually agreed to by the Parties hereto, the Parties agree as follows:


1. Paragraph 2(d) of the Share Purchase Agreement is deleted and replaced with the following:

On or before the date that is within two (2) weeks after the date the Sanction and Vesting Order is obtained, or any other date thereafter as agreed to by the Parties with the consent of the Monitor (the "Closing Date"), the Purchaser shall pay the balance of the Purchase Price by wire transfer to the Monitor, in trust. The Purchase Price will ultimately be distributed by the Monitor in accordance with the Plan.
2. All terms and conditions of the Share Purchase Agreement not specifically altered by this Amending Agreement remain in full force and effect.
3. This Amending Agreement shall be read together with the Share Purchase Agreement, and this Amending Agreement together with the Share Purchase Agreement shall be construed as one and the same instrument.

[signature page follows]

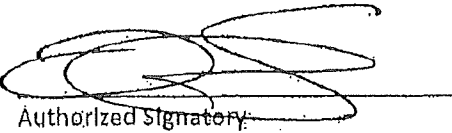
4. This Amending Agreement may be executed in counterpart and such counterparts together shall be effective to constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means (whether that signature is by the hand of the signatory or is computer or machine generated) shall be equally effective as delivery of a manually executed counterpart hereof.

Acknowledged and agreed to this 9th day of May, 2023 by:

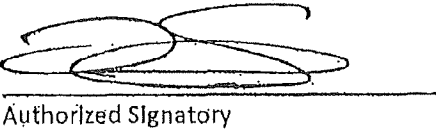


THOMAS JACKSON

CANWEST AEROSPACE INC.

Per: 
Authorized Signatory

CAN WEST GLOBAL AIRPARTS INC.

Per: 
Authorized Signatory

MAR ONE AVIATION, L.L.C.

Per: _____
Authorized Signatory

4. This Amending Agreement may be executed in counterpart and such counterparts together shall be effective to constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means (whether that signature is by the hand of the signatory or is computer or machine generated) shall be equally effective as delivery of a manually executed counterpart hereof.

Acknowledged and agreed to this 9th day of May, 2023 by:

THOMAS JACKSON

CANWEST AEROSPACE INC.

Per: _____
Authorized Signatory

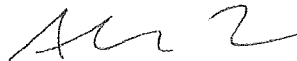
CAN WEST GLOBAL AIRPARTS INC.

Per: _____
Authorized Signatory

MAR ONE AVIATION, L.L.C.

Per: 
Authorized Signatory

This is **Exhibit "B"** referred to in the Affidavit of Colin Brousson affirmed before me at Vancouver, British Columbia on this the 20th day of June, 2024.

A handwritten signature in black ink, appearing to be 'A. C. 2', written above a horizontal line.

A Commissioner for taking Affidavits
For British Columbia.

August 29, 2023

BY EMAIL

Deloitte Restructuring Inc.
410 West Georgia Street
Vancouver, BC V6B 0S7

Attention: Jeff Keeble and Paul Chambers

Re: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 (the "CCAA Proceedings")

Royal Bank of Canada v. CanWest Aerospace Inc., Can West Global Airparts Inc. and Thomas George Jackson, Vancouver Registry, Action No. S-230764 (the "Receivership Proceedings")

We are counsel for CanWest Aerospace Inc. and Can West Global Airparts Inc. (the "Debtors") with regards to the CCAA Proceedings, and write further to the appointment of Deloitte Restructuring Inc. as the Receiver over the Debtors (the "Receiver") by Order made as of today's date in the Receivership Proceedings (the "Receivership Order").

Enclosed with this letter are copies of the Share Purchase Agreement dated April 23, 2023 between Thomas Jackson, the Debtors, and MAR ONE Aviation, L.L.C. (the "Purchaser") and the Amending Agreement dated May 9, 2023 between Thomas Jackson, the Debtors, and the Purchaser (collectively, the "Share Purchase Agreement"). The Share Purchase Agreement was approved by the Supreme Court of British Columbia pursuant to the Approval and Vesting Order made July 6, 2023 in the CCAA Proceedings (the "Vesting Order"), and was contemplated by the First Amended and Restated Plan of Compromise and Arrangement filed June 21, 2023 in the CCAA Proceedings, which was sanctioned by the Supreme Court of British Columbia pursuant to the Sanction Order made July 6, 2023 (the "Sanction Order").

Pursuant to Section 2(b) of the Share Purchase Agreement, the Purchaser paid a deposit of \$225,000 (the "Deposit") to FTI Consulting Canada Inc. in its capacity as the Monitor in the CCAA Proceedings (the "Monitor"). Pursuant to Section 2(c) of the Share Purchase Agreement, if the Deposit was not required to be returned to the Purchaser due to the occurrence of a Refund Event (as defined in the Share Purchase Agreement), the Deposit became non-refundable, would constitute liquidated damages, and would be used by the Debtors to pay for their restructuring costs associated with the CCAA Proceedings.

Upon the granting of the Sanction Order and the Vesting Order, the occurrence of a Refund Event was no longer possible, and the Deposit became non-refundable and was to be used by the Debtors to pay

for their restructuring costs. Accordingly, on July 6, 2023, the Purchaser was advised that the Deposit was non-refundable. The Purchaser has made no response with regard to the Deposit.

Further, pursuant to the Sanction Order and the Amended and Restated Initial Order made March 17, 2023 in the CCAA Proceedings, the Monitor, counsel to the Monitor, and counsel to the Debtors are entitled to the benefit of an administration charge in the aggregate amount of \$350,000 over the Debtors' assets, undertakings, and properties (the "Property") as security for their respective fees and disbursements related to the Debtors' restructuring (the "Administration Charge"). Pursuant to the above mentioned Orders in the CCAA Proceedings and the Receivership Order, the Administration Charge is in first priority over the Property.

Given the foregoing, we write to inform you that the Deposit will be applied forthwith to our unpaid accounts as counsel for the Debtors in the CCAA Proceedings, and the unpaid accounts of the Monitor and counsel for the Monitor in the CCAA Proceedings.

Yours truly,

CLARK WILSON LLP

Per:

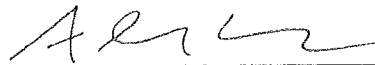


Nick Carlson

Encl.

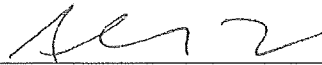
cc: The Monitor and counsel for the Monitor

This is **Exhibit "C"** referred to in the Affidavit of Colin Brousson affirmed before me at Vancouver, British Columbia on this the 20th day of June, 2024.

A handwritten signature in black ink, appearing to be 'A. L. C.', written above a horizontal line.

A Commissioner for taking Affidavits
For British Columbia.

This is **Exhibit "C"** referred to in the Affidavit of Colin Brousson affirmed before me at Vancouver, British Columbia on this the 20th day of June, 2024.

A handwritten signature in black ink, appearing to be 'A. 12', written above a horizontal line.

A Commissioner for taking Affidavits
For British Columbia.

Brousson, Colin

From: Schultz, Jordan <jordan.schultz@dentons.com>
Sent: Wednesday, July 05, 2023 5:53 PM
To: Brousson, Colin
Cc: Watson, Eamonn; Munro, Craig; Yang, Dannis
Subject: RE: [EXTERNAL] RE: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 [CWILSON-C.FID1495586]

Colin,

I think it's appropriate for a stakeholder to express its concern over costs early, rather than lay in the weeds and launch a surprise challenge over fees at the end. I'm sorry you don't like hearing it, but it is important that you do.

It is not accurate to imply this role was thrust on the Monitor. It agreed to accept the appointment, and has recommended continuation of these proceedings at every step of the way.

Noted re fees billed. I've certainly seen CCAA proceedings with lower overall fees, I'm sure you have too, though obviously each case is unique. One aspect of this case is total recovery is going to be a little over \$2MM, so as a percentage of recovery the fees in this matter are quite high compared to other CCAA proceedings. But more concerning here is that fees have ballooned far beyond what was projected when the transaction was first proposed, when \$200,000 in inventory sales were supposed to cover professional fees through to completion of the transaction and the plan. There has been no explanation why the fee estimate has almost doubled since then. Given all of that, and despite your strong disagreement with the Bank's position, I think it's concerns are legitimate.

Everyone keeps saying the result is better than what RBC would have achieved in receivership, but that's impossible to say. You can't say that any more than I can say receivership definitely would have been cheaper. Perhaps the same transaction could have been done via a receiver, avoided the cost of a plan, and side stepped the wild dispute with the landlord. We certainly wouldn't have spent \$100,000 on Tom and Tara's mortgage payments. Ultimately it's speculation. But more to the point, it doesn't matter at this stage. We are here now so we will try to get the transaction done.

It's a bit pre-mature to start threatening costs. You know as well as I do that can go either way. I haven't seen the details of fees incurred to date, you have, so I'm operating at a bit of a disadvantage. Again, issue for another day.

Thanks,
Jordan

Jordan Schultz
Partner

My pronouns are: He/Him/His
☎ +1 604 691 6452 | ☎ +1 778 238 8339
Dentons Canada LLP | Vancouver

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From: Brousson, Colin <colin.brousson@dlapiper.com>
Sent: Wednesday, July 5, 2023 4:16 PM
To: Schultz, Jordan <jordan.schultz@dentons.com>
Cc: Watson, Eamonn <eamonn.watson@dentons.com>; Munro, Craig <Craig.Munro@fticonsulting.com>; Yang, Dannis

<dannis.yang@dlapiper.com>

Subject: RE: [EXTERNAL] RE: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 [CWILSON-C.FID1495586]

[WARNING: EXTERNAL SENDER]

Jordan,

We can advise that our client has had no contact with the purchaser. It appears the Petitioners have been in contact, but we don't know any details.

Glad to hear your client is not opposing the relief sought tomorrow other than with respect to the ask that the purchaser agree to the increase admin charge as well. However, we feel compelled to respond to the "concern" expressed from your client about fees in this matter. Simply put, these complaints are totally off base. In this regard we note as follows:

1. We did not make the decision to file a CCAA in this matter in the first instance. Once appointed, the Monitor and DLA as the Court officer's counsel just did our job.
2. The total amount billed to date by the Monitor is approximately \$200k and DLA as its counsel has billed roughly \$50k.
3. The Monitor and its counsel have done 5 months of work to complete an entire CCAA. To be frank, we were both a critical factor in its success. In the last 25 years I don't believe I have seen a CCAA in this jurisdiction run in a more cost efficient fashion. Remember that this matter had all kinds of wrinkles (theft of equipment, improper self help and landlord breaches of the stay, a full plan revised many times, claims process with disputes to resolve, a creditor meeting, and often there was opposition on the many applications made in Court).
4. In our view the net result achieved in this CCAA for RBC is better than would have been achieved in a receivership.
5. Our client has a \$50,000 retainer it has not yet cashed. Neither our client nor DLA as Monitor's counsel have been paid a dime to date in this matter towards their fees. We both just carried on doing our job in a professional manner and we sought (and we seek once again) an administrative charge to protect our fees in this instance. We carried on rather than walk away because walking away from this one would have caused your client and others all kinds of grief.

In sum, FTI and DLA have hung in there without being paid along the way to get the best result possible for everyone involved here, including your client. If your client wishes to tax our accounts its their right to do so. We expect a substantial cost award will be granted in our favour against your client if that were to take place. In the interim, we kindly ask that the complaints and disappointment expressed about the professional costs in this matter stop now. We have your client's view on this already and as you can see we strongly disagree with it.

Yours truly,

Colin Brousson
Partner

T +1 604.643.6400
F +1 604.605.4875
E colin.brousson@dlapiper.com

From: Schultz, Jordan <jordan.schultz@dentons.com>

Sent: Wednesday, July 05, 2023 2:29 PM

To: Nick Carlson <NCarlson@cwilson.com>; Christopher Ramsay <CRamsay@cwilson.com>; Brousson, Colin <colin.brousson@ca.dlapiper.com>

Cc: Watson, Eamonn <eamonn.watson@dentons.com>

Subject: [EXTERNAL] RE: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 [CWILSON-C.FID1495586]

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hi All,

I've had a chance to discuss the application with the Bank. It is obviously disappointed with the requirement for a further increase to the administration charge. Assuming this increased amount is fully drawn at closing, and together with the \$100,000 retainers that I gather were paid and other payments, the total cost of the proceeding is nearing half a million dollars. While the Bank is very concerned with the overall cost and will likely want to review that more closely, at this stage that's an issue for another day. For now it just wants to complete this matter, so (subject to one point) our instructions are not to oppose the increase being sought.

That one point is that this is all for nothing if the purchaser won't close / issue the shortfall promissory note for the increased amount of the Admin Charge on closing. I understand from my discussion with Nick yesterday that Clark Wilson has been advised by their clients that the purchaser is ok with the increased amount, but has not heard directly. I'm not sure if the Monitor has had any contact with the purchaser. I think we should have written confirmation from the purchaser that it is consenting to the increased admin charge amount, and agrees to issuing the larger Shortfall Promissory Note on closing, before the admin charge is increased.

I understand Nick was going to seek that but not sure if he's been able to obtain yet. Can you advise? And if you don't have it, do you think you can get it by tomorrow morning?

Thanks,
Jordan

Jordan Schultz
Partner

My pronouns are: He/Him/His

☎ +1 604 691 6452 | 📞 +1 778 238 8339

Dentons Canada LLP | Vancouver

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From: Nick Carlson <NCarlson@cwilson.com>

Sent: Tuesday, July 4, 2023 4:48 PM

To: Christopher Ramsay <CRamsay@cwilson.com>; Katie Mak <KMak@cwilson.com>; craig.munro@fticonsulting.com; Huw.Parks@fticonsulting.com; colin.brousson@dlapiper.com; dannis.yang@dlapiper.com; Schultz, Jordan <jordan.schultz@dentons.com>; Watson, Eamonn <eamonn.watson@dentons.com>; Arenas, Avic <avic.arenas@dentons.com>; Denton, Chelsea <chelsea.denton@dentons.com>; dhyndman@kornfeldllp.com; Tickle, Vicki <vtickle@cassels.com>; aglsbrevtaxinsolvency@gov.bc.ca; Welch, Aaron AG:EX <Aaron.Welch@gov.bc.ca>; Sabzevari, Aminollah <Aminollah.Sabzevari@justice.gc.ca>; Gonzalez, Khanh <Khanh.Gonzalez@justice.gc.ca>

Subject: RE: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 [CWILSON-C.FID1495586]

[WARNING: EXTERNAL SENDER]

All,

I have received several bouncebacks from the last email due to the file size. Please see attached a reduced sized PDF of the Notice of Application and the record index.

Regards,

Nick Carlson
Associate

CLARK WILSON

Clark Wilson LLP
900-885 West Georgia Street | Vancouver, BC | V6C 3H1 | Canada
Tel: 604.891.7797 | Fax: 604.687.6314 | Email: NCarlson@cwilson.com
www.cwilson.com | Profile



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In Canada
In Professional Services
For Hybrid Work
For Professional Development
For Women

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From: Nick Carlson
Sent: Tuesday, July 4, 2023 4:09 PM
To: Nick Carlson <NCarlson@cwilson.com>; Christopher Ramsay <CRamsay@cwilson.com>; Katie Mak <KMak@cwilson.com>; craig.munro@fticonsulting.com; Huw.Parks@fticonsulting.com; colin.brousson@dlapiper.com; dannis.yang@dlapiper.com; jordan.schultz@dentons.com; eamonn.watson@dentons.com; avic.arenas@dentons.com; chelsea.denton@dentons.com; dhyndman@kornfeldllp.com; Tickle, Vicki <vtickle@cassels.com>; aglsbrevtaxinsolvency@gov.bc.ca; Welch, Aaron AG:EX <Aaron.Welch@gov.bc.ca>; Sabzevari, Aminollah <Aminollah.Sabzevari@justice.gc.ca>; Gonzalez, Khanh <Khanh.Gonzalez@justice.gc.ca>
Subject: RE: In the Matter of a Plan of Compromise and Arrangement of CanWest Aerospace Inc. and Can West Global Airparts Inc., SCBC Action No. S-231354 [CWILSON-C.FID1495586]

To the service list,

Please see attached the filed Notice of Application, and the application record index, for the Sanction Hearing at 9 AM on July 6, 2023.

Regards,

This is **Exhibit "D"** referred to in the Affidavit of Colin Brousson affirmed before me at Vancouver, British Columbia on this the 20th day of June, 2024.

A handwritten signature in black ink, appearing to be 'A. Z.', written above a horizontal line.

A Commissioner for taking Affidavits
For British Columbia.

Yang, Dannis

From: Brousson, Colin
Sent: Wednesday, June 19, 2024 12:03 PM
To: 'Schultz, Jordan'; 'lhiebert@fasken.com'; 'Mishaal Gill'
Cc: 'Craig A. Munro (craig.munro@fticonsulting.com)'; Arbor, Samantha; Yang, Dannis; Bradshaw, Jeffrey; jkeeble@deloitte.ca; Christopher Ramsay (cramsay@cwilson.com); Nick Carlson
Subject: RE: [EXTERNAL] RE: Can West CCAA Taxation

Jordan,

We have not heard from you in reply to the email below.

We have begun preparation of a detailed affidavit on the assumption this matter is opposed (at least all aspects which impact our client which is the CCAA taxation and distribution of funds by the receiver). We understand Petitioner's counsel is not available to attend Friday and their rights under the CCAA Administration Charge are impacted by RBC's position. I further understand that receiver's counsel agrees those aspects will need to be adjourned, but the receiver will consider if just the receiver's taxation alone (no distribution) could proceed on Friday.

We estimate it will take a half day to argue our taxation and the admin charge issue noted below. We can provide our available dates for such a hearing if that assists.

Lastly, we once again reserve all rights to increase the cost estimates and to bring this email chain to the attention of the Court.

Yours truly,

Colin Brousson
Partner

T +1 604.643.6400
F +1 604.605.4875
E colin.brousson@dlapiper.com

From: Brousson, Colin
Sent: Monday, June 17, 2024 5:09 PM
To: Schultz, Jordan <jordan.schultz@dentons.com>; lhiebert@fasken.com; Mishaal Gill <mgill@fasken.com>
Cc: Craig A. Munro (craig.munro@fticonsulting.com) <craig.munro@fticonsulting.com>; Arbor, Samantha <samantha.arbor@ca.dlapiper.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>; Bradshaw, Jeffrey <jeffrey.bradshaw@ca.dlapiper.com>; jkeeble@deloitte.ca
Subject: RE: [EXTERNAL] RE: Can West CCAA Taxation

Jordan,

In reply to your first paragraph below we note:

1. Par 2(c) of the SPA which was approved in the CCAA notes that the \$225,000 deposit was specifically held in trust by the Monitor for application towards outstanding professional fees in the CCAA if the deposit was forfeited.

2. The deposit was forfeited and the Monitor paid the money it held in trust in accordance with the deposit terms. The deposit never formed part of the Property as defined by the Receivership Order (which was charged by the CCAA Administration Charge to a maximum of \$350,000).
3. The Receivership Order did not terminate the CCAA, amend or revise down the amount of the admin charge in the CCAA, or change the terms of the SPA under which the deposit was held by the Monitor under the CCAA. The Admin charge can only be revised by Court order.
4. The receiver did not take the position that the deposit terms of the SPA somehow changed as a result of the Receivership Order such that the deposit monies should have come to it and it doesn't appear to take that position in its current report. This makes sense since there is no basis for that position given the deposit doesn't form part of the Property under the Receivership Order.

I am not sure I follow the second paragraph you have set out below. The Administration Charge was increased by Court Order to \$350,000 to be sure it would cover our outstanding fees. Our current outstanding fees are \$154,000 which is substantially less than the maximum under the Administration Charge. There were no conditions placed upon that increase in the Admin Charge order that I recall so I don't understand the relevance of anything in the supporting materials in the CCAA or submissions made in that proceeding at this point.

In sum, we fail to see any factual or legal basis for your client's contemplated position.

As noted previously, we will not be completing and filing our materials until we have heard from you on this issue on the distribution of funds and the Administration Charge. We reserve all rights to increase the cost estimates for a more lengthy proceeding and to bring this email chain to the attention of the Court. Please let us know when you can which direction we are going here.

Yours truly,

Colin Brousson
Partner

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F +1 604.605.4875
E colin.brousson@dlapiper.com

From: Schultz, Jordan <jordan.schultz@dentons.com>
Sent: Monday, June 17, 2024 11:02 AM
To: Brousson, Colin <colin.brousson@ca.dlapiper.com>; lhiebert@fasken.com; Mishaal Gill <mgill@fasken.com>
Cc: Craig A. Munro (<craig.munro@fticonsulting.com>) <craig.munro@fticonsulting.com>; Arbor, Samantha <samantha.arbor@ca.dlapiper.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>
Subject: [EXTERNAL] RE: Can West CCAA Taxation

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hi Colin,

Thanks for the below. I will seek instructions and be back to you as quickly as I can. I expect RBC will take the position that the deposit was an asset that, under the terms of the receivership order, should have been remitted to the receiver. Had that happened I don't think there would be a dispute that the professionals would be capped at recovering \$350,000 at this distribution application. For a number of reasons it was appropriate and convenient to apply that amount as a partial payment of the amount secured by the Admin charge. The Admin charge was clearly in first place, and it was unnecessary to make the professionals wait any longer to receive funds. However allowing that partial payment should not "reset" the limit on the amount secured by the Admin charge.

Also, my recollection is this is simply what was contemplated through the proceeding. Up until the application to approve the plan, the Admin was set at \$250,000, which would have largely been addressed by the deposit. But I don't recall if this was ever expressly stated in materials or in submissions to the Court, so I'll need instructions and then some time to review the CCAA materials from last year. Despite my email from early last week, I wasn't told the actual amount being sought by the beneficiaries of the admin charge until your email below this morning, so I may need some time to consider.

Thanks,
Jordan

Jordan Schultz
Partner

My pronouns are: He/Him/His

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From: Brousson, Colin <colin.brousson@dlapiper.com>

Sent: Monday, June 17, 2024 9:09 AM

To: Schultz, Jordan <jordan.schultz@dentons.com>; lhiebert@fasken.com; Mishaal Gill <mgill@fasken.com>

Cc: Craig A. Munro (<craig.munro@fticonsulting.com> <craig.munro@fticonsulting.com>); Arbor, Samantha <samantha.arbor@dlapiper.com>; Yang, Dannis <dannis.yang@dlapiper.com>

Subject: Can West CCAA Taxation

[WARNING: EXTERNAL SENDER]

Jordan,

We write further to our discussion on Friday in this matter.

As mentioned, we have an affidavit and a Monitor's report essentially ready to go for our taxation. However, given our conversation, this material will look different than if we were proceeding unopposed, which was our expectation until reviewing the Receiver's recent report. While you have indicated that RBC will not be objecting to the taxation in the CCAA *per se*, RBC is apparently considering whether it wishes to take the position the Monitor and its counsel's outstanding fees (post taxation) are not fully covered by the \$350,000 Administration Charge despite being well under that \$350,000 amount.

My understanding is that RBC might wish to argue that as a result of the \$225,000 deposit held by the Monitor within the CCAA being applied to some of the outstanding CCAA fees in accordance with the terms of that deposit once the deposit was forfeited, the ability to rely upon the full Administration Charge reduced by \$225,000. It appears a key element of that RBC argument is based upon the fact that the Monitor waited to apply the forfeited deposit until after the receivership order was made. We gather you agree that the Monitor was in a legal position to apply the forfeited deposit towards its fees and those of its counsel and the Petitioner's counsel within the CCAA, but the argument is that it waited too long to do so (after the receivership order was made) and it should therefore suffer a shortfall on payment of its taxed accounts. Please advise if you are of the view we have RBC's position incorrect.

We take the position that the Administration Charge can only be reduced by Court Order and the timing of application of the deposit to those fees is irrelevant. The costs incurred in the CCAA are reasonable and appropriate and the Administration Charge is in place to do exactly what we are seeking it do here – protect a shortfall to the professionals who worked in the CCAA. We expect that a Court will agree with that argument.

Finally, as requested in the call, I have confirmed with the Monitor that the fee amounts set out in the Receiver's report which are outstanding cover not only the Monitor and DLA, but also the amounts outstanding and due to the Petitioner's counsel. A cumulative total of approximately \$154,500 is outstanding divided amongst all three professional firms. Thus, it appears we would be arguing over approximately \$30,000 in coverage of the Administration Charge if RBC wished to retain its current position. However, we should advise that our estimate for the costs of the taxation (\$20,000 total for Monitor and counsel) at moment) will rise substantially if this matter is opposed and the time limit will also need to be revised upward as well. My guess on timing is a half day, but happy to hear from others on how long will be required. We will consider and revert on the costs estimate.

Please advise is this matter will be opposed by RBC by reply today if possible. We will complete our material accordingly and serve it later today if unopposed. If opposed it will be revised and we should probably advise the Court we will likely need to adjourn this matter and seek a longer time period for it to be heard.

Yours truly,

Colin Brousson
Partner

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E colin.brousson@dlapiper.com



DLA Piper (Canada) LLP
Suite 2700, The Stack
1133 Melville St
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www.dlapiper.com

We have moved, please note our new address.

No. S-231354
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS*
ACT, S.B.C. 2022, c. 57, AS AMENDED

AND

IN THE MATTER OF THE CANADA BUSINESS
CORPORATIONS ACT, R.S.C. 1985, C.C-44, AS
AMENDED

AND

IN THE MATTER OF A PLAN OR COMPROMISE AND
ARRANGEMENT OF CANWEST AEROSPACE INC. AND
CAN WEST GLOBAL AIRPARTS INC.

AFFIDAVIT

DLA Piper (Canada) LLP
Barristers & Solicitors
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1133 Melville Street
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Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 039071-00004

SAA/day