



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

NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada Inc., court-appointed Monitor of CanWest
Aerospace Inc. and Can West Global Airparts Inc. (the "**Monitor**")

To: the Service List

TAKE NOTICE that an application will be made by the applicant to the Justice at the courthouse
at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on December 17, 2024 at 9:00 a.m. for the orders
set out in Part 1 below.

The applicant estimates that the application will take one hour.

This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDER(S) SOUGHT

1. an Order, substantially in the form of the draft order attached as Schedule "A" hereto (the "**Draft Order**"), *inter alia*:
 - (a) abridging time for service of this application and deeming service good and sufficient, if necessary;
 - (b) approving, without limitation:
 - (i) all of the activities of the Monitor as summarized in the Eighth Report;
 - (ii) the fees and disbursements (the "**Fees**") of the Monitor (the "**Monitor's Fees**") and its counsel, DLA Piper (Canada) LLP ("**DLA**" or the "**Monitor's Counsel**") for the period from March 1, 2023 to August 31, 2024, as set forth in the First Report of the Monitor to the Court dated March 16, 2023, the Second Report of the Monitor to the Court dated April 4, 2023, the Third Report of the Monitor to the Court dated April 23, 2023, the Fourth Report of the Monitor to the Court dated May 4, 2023, the Fifth Report of the Monitor to the Court dated June 18, 2023, the Sixth Report of the Monitor to the Court dated June 26, 2023, the Seventh Report of the Monitor to the Court dated July 5, 2023 (the "**Seventh Report**"), and the Eighth Report of the Monitor to the Court, to be filed (the "**Eighth Report**", and collectively, the "**Reports**"), the first affidavit of Colin D. Brousson made on June 20, 2024 (the "**Brousson Affidavit**"), and the first affidavit of Wen-Shih Yang made on December 13, 2024 (the "**Yang Affidavit**"), filed in these proceedings;
 - (iii) the estimated Fees of the Monitor and DLA for their activities since September 1, 2024 in connection with these CCAA proceedings as set out in the Eighth Report;
 - (c) discharging the Monitor from its duties upon the service by the Monitor of the Monitor's Certificate (as defined in the Draft Order);
 - (d) releasing the Monitor and the Monitor's Counsel from any and all claims that any person may have or be entitled to assert against them;

2. Such other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

1. The Petitioners were British Columbia based businesses that provided specialized aircraft, helicopter and avionic services locally and internationally, in particular for legacy aircraft.
2. The Petitioners' business suffered from liquidity issues in recent years and became unable to generate sufficient funds to service the loan from their primary secured lender, Royal Bank of Canada ("RBC").
3. On March 8, 2023, the Petitioners obtained an order in these proceedings granting them various relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), including a stay of proceedings and appointing FTI Consulting Canada Inc. as the Monitor in these proceedings.
4. On March 17, 2023, the Petitioners obtained an Amended and Restated Initial order (the "ARIO") granting them various relief pursuant to the CCAA, including an increase in the Administrative Charge to the maximum amount of \$100,000. The Administrative Charge was raised by order of this Court to \$250,000 on May 9, 2023, and raised again to \$350,000 on July 6, 2023.
5. After commencing these proceedings, the Petitioners pursued options for restructuring and/or a going concern sale of their business or assets. In doing so, the Petitioners and their sole director and shareholder, Thomas Jackson, negotiated and entered into the Share Purchase Agreement (the "SPA") on April 23, 2023 with a purchaser (the "Purchaser"), contemplating a sale of all of the shares of the Petitioners to the Purchaser for USD \$1.7 million.
6. On June 22, 2023, the Creditors Meeting was held, during which a plan of compromise and arrangement was approved by both the secured and unsecured creditors.
7. On July 6, 2023, the Petitioners sought an obtained an order (the "Sanction Order") which, among other things:

- (a) the approval and vesting the shares of the Petitioners to the Purchasers free and clear of all encumbrances;
 - (b) sanctioning the First Amended Plan of Compromise and Arrangement considered at the Creditors Meeting;
 - (c) authorizing the Petitioners and the Monitor to take such steps as may be necessary to implement the Plan and complete such transactions as contemplated by the Plan; and
 - (d) extending the stay of proceedings until August 3, 2023.
8. Pursuant to the terms of the SPA, the closing date of the SPA was to be within two weeks after the date of the Sanction Order.
9. At the request of the Purchaser, the closing date was mutually agreed to be extended to July 28, 2023.
10. No further extension of the closing date was sought by the Purchaser and the Petitioners' counsel was advised that the Purchaser would not be closing the SPA. The Petitioners tried to find an alternative party to assume the SPA, but were unable to do so.
11. As a result of the inability to close the SPA, on August 29, 2023, RBC sought and obtained the appointment of a receiver to take control of the Petitioners' property (the "**Receiver**").
12. The Monitor understands that the Receiver has now closed a sale of the Petitioners' assets, approved its fees and obtained its discharge.
13. The Monitor now seeks approval and payment of its fees and disbursements as well as its discharge.

Summary of the Monitor's Activities

14. As described in the Reports and summarized in the Eighth Report, the activities of the Monitor during the CCAA proceedings have included the following:
- (a) reviewing the Petitioners' cash receipts and disbursements and providing comments of the cash flow statements;

- (b) administering the statutory requirements of these CCAA proceedings;
- (c) preparing eight Monitor's reports;
- (d) overseeing and assisting the Petitioners with their sales and investment solicitation process, culminating in the approval of the SPA;
- (e) responding to enquiries from creditors and other stakeholders;
- (f) administering the Claims Process in accordance with the Claims Process Order;
- (g) assisting with the preparation of materials for the Petitioners' meeting of creditors;
- (h) administering the meeting of creditors in accordance with the Meeting and Process Order;
- (i) preparing a report summarizing the results of the Petitioners' meeting of creditors;
- (j) preparing for and attending upon numerous Court applications;
- (k) posting all relevant materials to the Monitor's Website;
- (l) providing assistance to the Receiver with various document and information requests to affect an efficient transition; and
- (m) attending to various other matters, as required.

Fees and Disbursements of the Monitor and Monitor's Counsel

15. The Monitor's and Monitor's Counsel's statements of fees, disbursements and taxes from March 1, 2023, to August 31, 2023, are included as Appendix "A" of the Eighth Report.
16. The invoices for fees, disbursements, and taxes of DLA for the period of March 16, 2023 to August 31, 2024 are summarized in the Yang Affidavit, sworn December 13, 2024.¹

¹ The invoices for fees, disbursements, and taxes of DLA for the period of March 16, 2023 to May 31, 2024 were previously also summarized in the Brousson Affidavit, sworn June 20, 2024.

17. 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 up to August 31, 2024.

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>

18. Monitor and its counsel estimate that they have incurred and will incur fees in the amount of \$20,000 as a result of work done since August 31, 2024 in relation primarily to protecting payment of their fees under the Administration Charge, preparing this application for discharge, completing the application and obtaining the Monitor's discharge, assuming the application is unopposed.
19. Accordingly, the Monitor is seeking the approval of:
- (a) its total outstanding fees and expenses of \$65,535.08;
 - (b) the total outstanding fees and expenses of DLA of \$33,064.36;
 - (c) an additional \$20,000, exclusive of GST and PST, in respect of unbilled fees of the Monitor and Monitor's Counsel and an estimate of time to the Monitor's discharge.

Status of the Monitor's and Monitor's Counsel's Fees

20. Prior to the commencement of the CCAA proceedings, the Petitioners provided the Monitor with a retainer in the amount of \$50,000. Despite the Monitor's request to the Petitioners, a separate retainer was not provided to the Monitor's legal counsel.
21. Pursuant to the terms of the SPA, the Purchaser provided a deposit in the amount of \$225,000 (the "**Deposit**") which was to be applied against the purchase price on closing of the transaction.
22. The Deposit under section 2 of the SPA was:
- (a) to 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.

23. 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.

24. September 22, 2023, the Monitor distributed the Deposit (including accrued interest) to the professional firms on a pro-rata basis taking into account the retainers that had been advanced by the Petitioners as follows:

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

25. 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. No response was received to this letter.

26. Accordingly, the Monitor applied the Deposit to the outstanding fees of the parties subject to the Administration Charge on a pro-rata basis taking into account the retainers that had been advanced by the Petitioners.

27. 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 was careful at each appropriate juncture that increases in the Administration Charge were also obtained so both the Monitor and DLA accounts were protected.

28. 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.

29. Paragraph 34 of the Receiver's Third Report was a surprise to the Monitor and its counsel. It 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".
30. RBC is apparently 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.
31. If the practical result of 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. The Monitor and its counsel are of the view that RBC's position is not only legally unsound given the Deposit was held in trust, it is also inequitable given the Monitor's fees were reasonable throughout the CCAA and the Monitor and its counsel were entitled to rely upon the CCAA Administration Charge.

Part 3: LEGAL BASIS

1. Paragraph 28 of the ARIO states that: "The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings."
2. Courts have provided direction as to the exercise a supervising court should undertake to approve receiver's fees and also commented that a similar analysis is to apply to approving a monitor's fees. This direction includes that it is not necessary to go through the supporting documentation for the fees, line by line, to determine what the appropriate fees are for a receivership. In addition, the supervising court's analysis should not involve second guessing the amount of time spent by a receiver unless it is clearly excessive or overreaching. Generally, courts have directed that supervising courts should consider all the relevant factors, and should award costs (or fees) in a holistic manner.

Bank of Nova Scotia v. Diemer, 2014 ONSC 365 ("**Diemer**") at para 19
Re: Redcorp Ventures Ltd., 2016 BCSC 188 ("**Redcorp**") at para. 28

3. On an application to approve a monitor's fees in a CCAA proceeding, the analysis is:

"...no different than that in a receivership or bankruptcy. The questions is whether the fees are fair and reasonable in all of the circumstances. The concerns are ensuring that the monitor is fairly compensated while safeguarding the efficiency and integrity of the CCAA process. As with any inquiry, the evidence proffered will be important in making those determinations."

Re Nortel Networks Corporation et al, 2017 ONSC 673 ("**Nortel**") at para 13 citing *Winalta Inc., Re (2011)*, 84 C.B.R. (5th) 157

4. In *Nortel*, the Court referenced the following considerations applicable to a receiver's compensation:

- (a) The nature, extent and value of the assets;
- (b) The complications and difficulties encountered;
- (c) The degree of assistance provided by the debtor;
- (d) The time spent;
- (e) The receiver's knowledge, experience and skill;
- (f) The diligence and thoroughness displayed;
- (g) The responsibilities assumed;
- (h) The results of the receiver's efforts; and
- (i) The cost of comparable services when performed in a prudent and economical manner.

Nortel at para 14, citing *Diemer*

5. With respect to the fees and disbursements of counsel, this Court has adopted the following factors:

- (a) The time expended;
- (b) The complexity of the receivership;
- (c) The degree of responsibility assumed by the lawyers;
- (d) The amount of money involved, including reference to the debt, amount of proceeds after realization, payments to the creditors;
- (e) The degree and skill of the lawyers involved;
- (f) the results achieved;
- (g) the ability of the client to pay; and
- (h) the client's expectations as to the fee.

Recorp at para 33.

6. The Monitor submits that DLA's fees are fair and reasonable in the circumstances because:
- (a) The Monitor's and DLA's Fees were properly incurred;
 - (b) The work completed by the Monitor and DLA was delegated to appropriate professionals in each firm, with the appropriate seniority and hourly rates;
 - (c) The Monitor's and DLA's fees in this matter are consistent with the market for similar firms with the capacity to handle a file of comparable size and complexity;
 - (d) DLA's invoices were provided to the Monitor when rendered, and all have been approved by the Monitor; and
 - (e) The services of the Monitor and DLA were performed in a prudent and economical manner.
7. The Monitor submits that the Monitor's Fees and DLA's fees are fair and reasonable in the circumstances and the Court should approve the fees set out in the Brousson Affidavit and the Eighth Report.

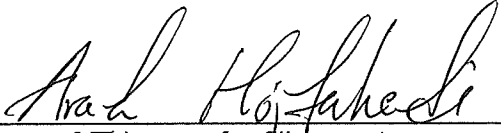
Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Colin D. Brousson, made June 20, 2024;
2. Affidavit #1 of Wen-Shih Yang, made December 13, 2024
3. Eighth Report of the Monitor, to be filed; and
4. Such further material that may be permitted by this Honorable Court.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding; and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

December 13, 2024
Date


Signature of lawyer for filing party
DLA Piper (Canada) LLP (Arad Mojtabehi)
Lawyer for the Monitor

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this notice of application
- with the following variations and additional terms:

Date: _____	Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Associate
Judge	

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- oral matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- none of the above

SCHEDULE "A"

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

ORDER MADE AFTER APPLICATION

))
))
BEFORE)	THE HONOURABLE JUSTICE)
)	GOMERY)
))

December 17, 2024

ON THE APPLICATION of the FTI Consulting Canada Inc., the Monitor, coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on December 17, 2024 and on hearing Jeffrey D. Bradshaw, counsel for the Monitor, and those other counsels listed in **Schedule "A"** attached hereto; AND UPON READING the materials filed, including the Eighth Report of the Monitor dated December __, 2024 (the "**Eighth Report**"), the First Affidavit of Colin Brousson, sworn June 20, 2024, and the First Affidavit and Wen-Shih Yang, sworn December 13, 2024;

THIS COURT ORDERS that:

SERVICE

1. The time for service of the Notice of Application dated December 13, 2024, is, to the extent necessary, hereby abridged and validated such that the Notice of Application is properly returnable today without further service or notice.

ACTIVITY AND FEE APPROVAL

2. The activities of the Monitor as summarized in the Eighth Report are hereby approved.
3. The fees and disbursements of the Monitor from March 1, 2023, to August 31, 2024, as set out in the Eighth Report, are hereby approved.
4. The fees and disbursements of DLA Piper (Canada) LLP ("**DLA**"), in its capacity as counsel to the Monitor, from March 16, 2023 to August 31, 2024 and as set out in the Eighth Report, are hereby approved.
5. The fees and disbursements of the Monitor and DLA, estimated not to exceed \$20,000 in aggregate, for the completion of remaining activities in connection with these CCAA proceedings, are hereby approved. If the additional fees and disbursements of the Monitor and DLA exceed this amount, the Monitor shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Monitor and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

DISCHARGE OF MONITOR

6. Upon the service by the Monitor of the Monitor's Certificate on the Service List, by email, certifying that, to the knowledge of the Monitor, all matters to be attended to in these CCAA proceedings have been completed (the "**Monitor's Discharge Time**"), FTI Consulting Canada Inc. ("**FTI**") shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, liabilities, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, FTI shall have the authority to carry out, complete or address any matters in its role as Monitor as are ancillary or incidental to these CCAA proceedings following the Monitor's Discharge Time as may be required.
7. Nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any by individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.
8. The Monitor is hereby directed to file a copy of the Monitor's Certificate with the Court as soon as practicable following service thereof on the Service List.

9. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the Monitor's Discharge Time, including in connection with any actions taken by the Monitor following the Monitor's Discharge Time with respect to the Petitioners or these CCAA Proceedings.
10. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Monitor.

RELEASE

11. FTI (whether in its capacity as Monitor or otherwise) and DLA, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of the filing of the Monitor's Certificate in any way relating to, arising out of or in respect of these CCAA Proceedings (the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, with prejudice, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim arising out of gross negligence or willful misconduct on the part of the Released Parties.

GENERAL

12. The Petitioners or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
13. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Purchasers, the Petitioners, the Monitor and their respective 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 Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners, the Monitor and their respective agents in carrying out the terms of this Order.

14. Endorsement of this Order by counsel appearing on this application other than the counsel for the Monitor is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Monitor
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party Representing

SCHEDULE "B"
Monitor's Certificate

No. S-231354
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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AEROSPACE INC. AND CAN WEST GLOBAL AIRPARTS INC.

PETITIONERS

MONITOR'S CERTIFICATE

- A. By order made March 4, 2023, this Court appointed FTI Consulting Canada Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").
- B. Pursuant to an order of the Court dated December 17, 2024 (the "**Termination Order**"), the Court approved the discharge of the Monitor in these proceedings by way of filed Monitor's certificate.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Petitioners have confirmed to the Monitor that all matters to be attended to in these CCAA proceedings have been completed.

2. The Monitor is hereby discharged.

This Certificate was delivered by the Monitor at _____ on _____ 2024.

FTI Consulting Canada Inc. in its capacity
as the Monitor of the Petitioners, and not in
its personal capacity:

Per:

Name

No. S-231354
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
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Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 039071-00004

CDB/day

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NOTICE OF APPLICATION

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File No.: 039071-00004

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