



Form 109 (Rule 22-2(2) and (7))

This is the 5th Affidavit  
of Thomas Jackson in this case  
and was made on May 9, 2023

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. 2002, c. 57, AS AMENDED**

**AND**

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

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

**PETITIONERS**

**AFFIDAVIT**

I, Thomas Jackson, of Hangar #12, Unit 200, 5225 216th Street, Langley, British Columbia, Businessman, AFFIRM THAT:

1. I am a director and officer of each of the Petitioners, CanWest Aerospace Inc. ("**CW Aerospace**") and Can West Global Airparts Inc. ("**CW Airparts**", and collectively with CW Aerospace, the "**Petitioners**") and as such have personal knowledge of the facts hereinafter deposed, except where such facts are stated to be based upon information and belief and where so stated I do verily believe the same to be true.

2. I make this Affidavit as an update to my 4th Affidavit in these CCAA proceedings made on May 1, 2023 (the "**4th Affidavit**"), and what occurred following the Petitioners' being granted access to the Langley Premises under the Order made May 4, 2023 in these CCAA proceedings regarding the Langley Premises (the "**May 4 Order**").

3. All capitalized terms not otherwise defined in this Affidavit have the meanings given to them in the 4th Affidavit.

### **Background to Cessna Dispute**

4. In or around April 2014, an aircraft known as a Cessna 180, SN: 32289, Aircraft Registration C-FHVE (the "**Cessna**"), which was sent to us for repairs by an individual named Jason Vandeborn. After Mr. Vandeborn struggled with payments and scope of work in relation to the Cessna over the years, in June 2022, it was removed from the Langley Premises without notice to the Petitioners. The Petitioners were owed for outstanding labour and materials on the Cessna at the time it was removed for \$17,500.

5. In subsequent correspondence with legal counsel for Shaun Heaps, principal of the Landlord, I was informed that the Cessna was apparently sold to Mr. Heaps.

6. Though the Cessna was removed from the Langley Premises, certain parts related to it (the "**Parts**") remained at the Langley Premises.

7. The Parts have been subject to an ongoing title dispute between the Petitioners, Mr. Vandeborn, and Mr. Heaps.

8. In an attempt to move past this dispute, the Petitioners had tried to negotiate an exchange of the Parts to the other parties in return for a release of claims. The form of release was never agreed to, and the title dispute over the Parts remains unresolved.

9. Mr. Heaps later took the position that the chief financial officer of the Petitioners, Tara Lundy, and myself had stolen the Parts. On April 14, 2023, Mr. Heaps sent Ms. Lundy a text message alleging theft and stating that he had opened a police file which he was willing to drop if we gave him the Parts. Ms. Lundy later showed me this message, and a copy of it is attached hereto as Exhibit "A".

### **Access to Langley Premises**

10. After the hearing for the May 4 Order, I understand that counsel for the Landlord drafted the form of the May 4 Order and delivered to my counsel. I have reviewed a copy of the form of the May 4 Order sent to my counsel, attached hereto as Exhibit "B".

11. On May 6, 2023, just after 10:00 AM, I arrived at the Langley Premises with Ms. Lundy, in order to receive the keys for access to the Langley Premises and deliver a cheque for rent for the Month of May.

12. Mr. Heaps was present with several other individuals who I knew to be Mr. Vandeborn, Kendall Ballantine, and Kevin Fairley. Ms. Ballantine is the spouse of Mr. Vandeborn.

13. When we went to deliver the rent cheque to Mr. Heaps, he told me that he first had to do a walkthrough to ensure we wouldn't do anymore damage, and that he had a court order and advice from his legal counsel allowing him to remove the Parts from the Langley Premises.

14. I had understood that the Landlord was only to have access to inspect the Langley Premises after 5 PM, and we were to have immediate and continued access. I pointed out to Mr. Heaps that the May 4 Order stated that he was only to inspect the Langley Premises after 5 PM, and it did not make any mention about his being able to remove the Parts or anything else.

15. Instead, Mr. Heaps would not give me the keys to the Langley Premises until he and the other individuals did a walkthrough, which they proceeded to do.

16. A police officer was present to supervise the above exchange, however, the officer did not follow the individuals into the Langley Premises for their walkthrough and removal of the Parts.

17. Shortly after the above exchange began, at or around 10:25 AM, Ms. Lundy and myself both received text messages from a number neither of us recognized, which stated "Karma is a bitch ain't it. Maybe this wouldn't have happened if you and Tara were civil human beings". A copy of the resulting correspondence between myself and the anonymous sender of the text message is attached hereto as Exhibit "C".

18. Before Mr. Heaps would give me the keys, he said I would have to go get the May rent cheque certified. I had to drive to the Bank to get the cheque certified, and when I came back, I gave the cheque to the officer to exchange for the keys. Attached hereto as Exhibit "D" is a copy of the certified rent cheque.

19. Following this, the officer and the Landlord's representatives left, and we entered the Langley Premises.

20. When we entered, we discovered that a vast quantity of our assets and our customers' assets were missing. This included parts, equipment, and inventory. Attached hereto as Exhibit "E" are copies of photos we took that day to survey some of the missing assets.

21. The Parts were specifically taken, which include certain smaller parts that were taken by Mr. Heaps, Mr. Vandeborn, Ms. Ballantine, and Mr. Fairley that day of May 6, 2023, but also certain larger parts such as the pontoons used to float the

Cessna. These Parts would have had to have been removed over a longer period of time than in the visit of the four individuals above.

22. Other assets were taken as well, including those that were specific to the performance of the Bangladesh Contracts (as defined in my third affidavit made on March 16, 2023 (the "**3rd Affidavit**")), which are material to the business of the Petitioners as outlined in the 3rd Affidavit. Almost all of our completed work orders for the Bangladesh Contracts were removed. RBC specifically finances the Bangladesh Contracts, and its loans were secured by these assets. Due to the military specific nature of some of the assets related to the Bangladesh Contracts that were taken, I have notified Controlled Goods of Canada, CSIS, and several US government agencies.

23. On conducting further review, we found that approximately USD\$1.5 million in assets were missing.

24. After discovering the missing assets, we found that the deadbolt of the backdoor of the Langley Premises was left unlocked, and there were no signs of forced entry around the Langley Premises. The backdoor did have an electronic lock which automatically locks after being closed.

25. We had no access to the Langley Premises since April 1, 2023 with the exception of three visits for about 15 minutes each, with our last visit on April 13, 2023, all supervised by the bailiff then contracted by the Landlord, Elite Baliff Services Ltd. (the "**Bailiff**"). At the time of our visit on April 13, 2023, we noticed no missing assets at the Langley Premises. As per the correspondence with the Bailiff attached to the 4th Affidavit, on or around April 17, 2023, the Bailiff returned the keys to the Langley Premises to the Landlord.

26. After reviewing the alarm and access log to the Langley Premises, we noticed there were several instances of access to the Langley Premises between April 27 and 29, 2023. A copy of this alarm and access log is attached hereto as Exhibit "F".

27. To my knowledge, the Landlord was the only party with access to the Langley Premises between April 17 and May 5, 2023.

### **Removal of Signage**

28. On May 6, 2023, we also found that our exterior signage had been removed as well.

29. After the Petitioners lost access to the Langley Premises, we began using a neighbouring premises (the "**Neighbouring Premises**") to direct shipments while we obtained a new facility.

30. On May 3, 2023, while driving by the Langley Premises to retrieve mail, I noted that the exterior signage of the Petitioners was still on the building, which included signage directing delivery of shipments to the Neighbouring Premises.

31. At some point between the evening of May 3, 2023 and the morning of May 6, 2023, all of the Petitioners signage and decals were removed from the Langley Premises. This included a large sign on the front of the building that is an asset of the Petitioners, as well as decals that would have had to have been scraped off of the windows. The loss of the signage directing shipments has already resulted in a delayed delivery, interfering with the Petitioners' business.

AFFIRMED BEFORE ME )  
at Vancouver, British Columbia, )  
on May 9, 2023 )



\_\_\_\_\_  
A Commissioner for taking Affidavits for British Columbia )



\_\_\_\_\_  
**THOMAS JACKSON**

**NICK CARLSON**  
*Barrister & Solicitor*  
**CLARK WILSON LLP**  
900 - 885 WEST GEORGIA STREET  
VANCOUVER, BC V6C 3H1  
T. 604.687.5700

Tara Lundy

From: Tara Lundy  
Sent: Friday, April 28, 2023 12:35 PM  
To: Tara Lundy  
Subject: Shaun

12:34



no money paid to Canwest for storage or repairs to the plane.

Shaun the invoicing reference to in the incomplete release is the INVOICING OF THE PAST...  
Please stop Shaun, please stop it's Sunday afternoon & I accidentally pocket dialed Jay & you two have bombarded me for the last 2 hours  
Please leave me alone now

We will not sign that release letter it's full of lines and open ended against jay and myself. I will send you an release letter that will be acceptable to all parties.

Good morning Tara have contacted the police file number 2023-11920 proceeding with obstruction of justice and theft of the parts. As you have taken parts to your personal dwelling. If convicted you will loose all military contracts. Will to drop the file if parts are returned.



This is Exhibit A referred to in the affidavit of Thomas Jackson sworn (or affirmed) before me on 09/May/2023 [dd/mmm/yyyy]  
Nick Carlson  
A Commissioner for taking Affidavits within British Columbia

Sent from my iPhone

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,  
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AND

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

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 FITZPATRICK

)  
)  
)  
)

04/MAY/2023

ON THE APPLICATION of Canwest Aerospace Inc. and Can West Global Airparts Inc. (the "Petitioners"), coming on for hearing at Vancouver, British Columbia on Thursday, May 4, 2023; AND ON HEARING Christopher J. Ramsay, counsel for the Petitioners, Vicki Tickle, counsel for Helo Investments Ltd. ("Helo"), and those other counsel listed on Schedule "A" hereto, AND UPON READING the materials filed herein, AND pursuant to the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS BY CONSENT that:

- 1. All capitalized terms used herein shall have the meanings given to them in the Notice of Application of the Petitioners in these CCAA proceedings dated May 1, 2023 unless otherwise defined herein;

This is Exhibit B referred to in the affidavit of  
Thomas Jackson sworn (or affirmed)  
before me on 09/May/2023 [dd/mm/yyyy]  
Michael Carlson  
A Commissioner for taking Affidavits  
within British Columbia

2. Helo shall forthwith grant to CW Aerospace continued access to the Langley Premises until May 31, 2023.
3. The Petitioners shall forthwith pay to Helo the gross rent for the Langley Premises for the month of May 2023 payable under the lease dated for reference as of December 22, 2021 (the "**Lease**").
4. The Petitioners shall forthwith provide to Helo a copy of any insurance policies held by CW Aerospace in accordance with its obligations pursuant to section 1.12 of the Lease.
5. The Petitioners shall pay to FTI Consulting Canada Inc., in its capacity as Court-appointed monitor in these proceedings (in such capacity, the "**Monitor**"), in trust during the week ending June 4, 2023 the amount equal to the gross rent for the Langley Premises for the month of April 2023 payable under the Lease (the "**April Rent**").
6. The Monitor shall hold the April Rent in trust pending further order of this Honourable Court.
7. The Petitioners shall vacate the Langley Premises on or before May 31, 2023, leaving them in broom swept condition, and shall remove all fixtures, goods, equipment and possessions installed, its trade fixtures and goods, chattels and equipment that are not the property of Helo from the Langley Premises, and shall carry out or cause to be carried out any and all repairs to the Langley Premises in accordance with the Lease.
8. Helo shall have access to, and may attend at and inspect, the Langley Premises on any day after 5 p.m. Pacific Daylight Time.
9. Helo and the Petitioners may apply to this Court for advice and direction, or to seek relief in respect of any matters arising from or under this Order, including, without limitation, the interpretation or implementation of this Order, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.



10. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Petitioners and for Helo, 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:

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Lawyers for Canwest Aerospace Inc. and Can West Global Airparts Inc.

Clark Wilson LLP (Christopher J. Ramsay)

---

Lawyers for Helo Investments Ltd.

Cassels Brock & Blackwell LLP  
(Vicki Tickle)

By the Court.

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Registrar

**SCHEDULE "A"**

**LIST OF COUNSEL**

<b>Counsel</b>	<b>Party</b>
Jordan Schultz and Eamonn Watson	Royal Bank of Canada
Colin Brousson	FTI Consulting Canada Inc.

**Jaime Landa**

---

**From:** Jaime Landa  
**Sent:** Tuesday, May 9, 2023 11:48 AM  
**To:** Jaime Landa  
**Subject:** FW: Tom's conversation

Jaime Landa (she/her)  
Legal Administrative Assistant  
Tel. 604.687.5700 ext. 3227  
Email. JLanda@cwilson.com  
Floor: 8

**From:** Tara Lundy <taral@canwestaerospace.com>  
**Sent:** Monday, May 8, 2023 6:08 PM  
**To:** Nick Carlson <NCarlson@cwilson.com>  
**Cc:** Christopher Ramsay <CRamsay@cwilson.com>; Tom Jackson <tomj@canwestaerospace.com>; Tara Lundy <taral@canwestaerospace.com>  
**Subject:** FW: Tom's conversation

[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**From:** Tara Lundy  
**Sent:** Sunday, May 7, 2023 12:37 AM  
**To:** Tara Lundy <taral@canwestaerospace.com>  
**Subject:** Tom's conversation

This is Exhibit C referred to in the affidavit of  
Thomas Jackson sworn (or affirmed)  
before me on 09/May/2023 [dd/mmm/yyyy]  
[Signature]  
A Commissioner for taking Affidavits  
within British Columbia



8

11:11 33



< +17783449319



Add to contacts

Block number

Saturday, May 6, 2023



Karma is a bitch ain't it. Maybe this wouldn't of happened if you and Tara were civil human beings.

10:25 a.m.

What do I need to do to get my parts back?

7:38 p.m.



It's about more than just the






11:11 33



< +17783449319




 It's about more than just the parts Tom.

8:19 p.m.

Tell me what you want and I will give in. Than leave me alone

8:20 p.m.

 How would you like to resolve this Jackson?

8:24 p.m.

I just want my stuff back and move on. You hold all the cards





11:11 33



12

< +17783449319



I just want my stuff back and move on. You hold all the cards. So tell me what you want. So I can move on.

8:25 p.m.



I will just keep the parts and you can move on.

8:29 p.m.

Why can we not make a deal. Every one has a price.

8:30 p.m.



11:12 33



14

< +17783449319



8:25 p.m.

So tell me what  
you want. So I  
can move on.



I will just keep  
the parts and you  
can move on.

8:29 p.m.

8:30 p.m.

Why can we not  
make a deal.  
Every one has a  
price.



It's the principal  
Tom not the  
price, if you  
have one please  
share.

8:36 p.m.

Sent from my iPhone

91900-004 01  
CANWEST AEROSPACE INC.  
5225 216 ST UNIT 200  
LANGLEY, BC V2Y 2N3  
taral@canwestaerospace.com  
MURRAYVILLE SQUARE  
22259 48TH AVE, SUITE 400  
LANGLEY, BRITISH COLUMBIA V3A 8T1  
01 PAY 91900-004

TD CANADA TRUST  
20689 WILLOUGHBY TOWN CTR DR UNIT #190  
LANGLEY, BC V2Y 0X7

0303  
16

CERTIFIED CHEQUE  
DO NOT DESTROY

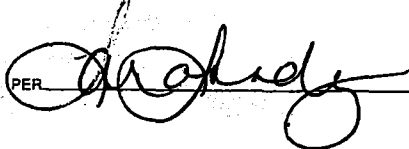
DATE 05062023  
M M D D Y Y Y Y

\$ \*\*9,203.92

Nine Thousand Two Hundred Three and 92/100

TO THE ORDER OF Helo Investments Ltd.  
Unit #1 - 19080 - 96 Avenue  
Surrey, BC V4N 3R3  
Canada

MEMO May 2023 Rent Unit 200

PER 

⑈0000303⑈ ⑆91930⑈004⑆ 9193⑈5006321⑈

CANWEST AEROSPACE INC.

Helo Investments Ltd.

5/6/2023

0303

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/06/2023	Bill	May 2023 Rent	CAD 9,203.92	CAD 9,203.92	Cheque Amount	CAD 9,203.92

TD Canada Trust CD May 2023 Rent Unit 200

CAD 9,203.92

This is Exhibit D referred to in the affidavit of  
Thomas Jackson sworn (or affirmed)  
before me on 09/May/2023 (dd/mm/yyyy)  
Nick Carlson  
A Commissioner for taking Affidavits  
within British Columbia

17

CERTIFIED CHECK  
DO NOT DESTROY

Endorsement - Signature or Stamp  
Endossement - signature ou estampille

BACK/ENDOS

CERTIFIED CHECK  
DO NOT DESTROY

- Security features on this document include:
- Microprint
- Watermark
- Color ink
- Security thread
- Security features on this document include:
- Microprint
- Watermark
- Color ink
- Security thread

**Jaime Landa**

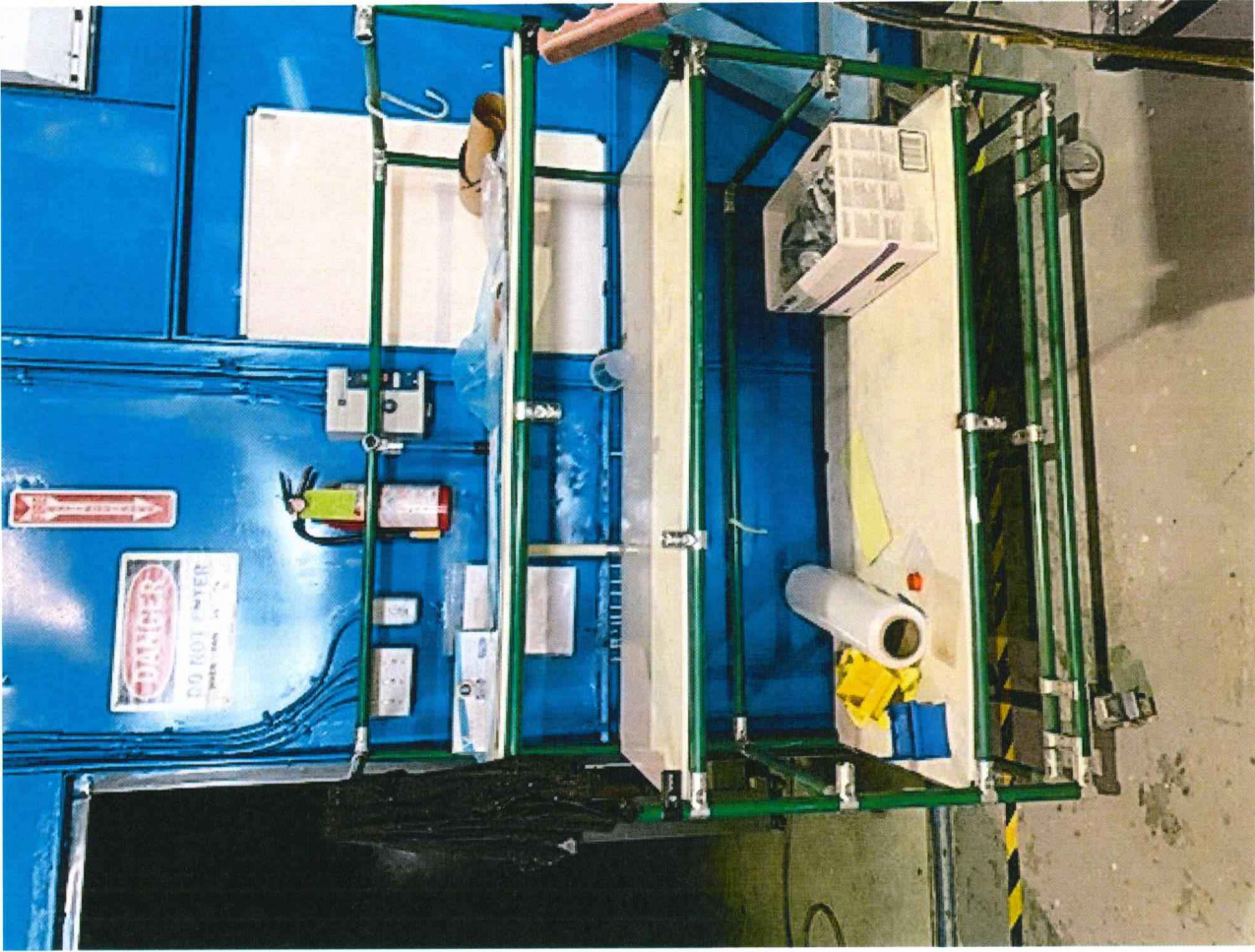
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**From:** Tara Lundy <taral@canwestaerospace.com>  
**Sent:** Saturday, May 6, 2023 4:30 PM  
**To:** Christopher Ramsay  
**Cc:** Kate Norris; Nick Carlson; Tom Jackson; Tara Lundy  
**Subject:** Empty shelves & cupboards

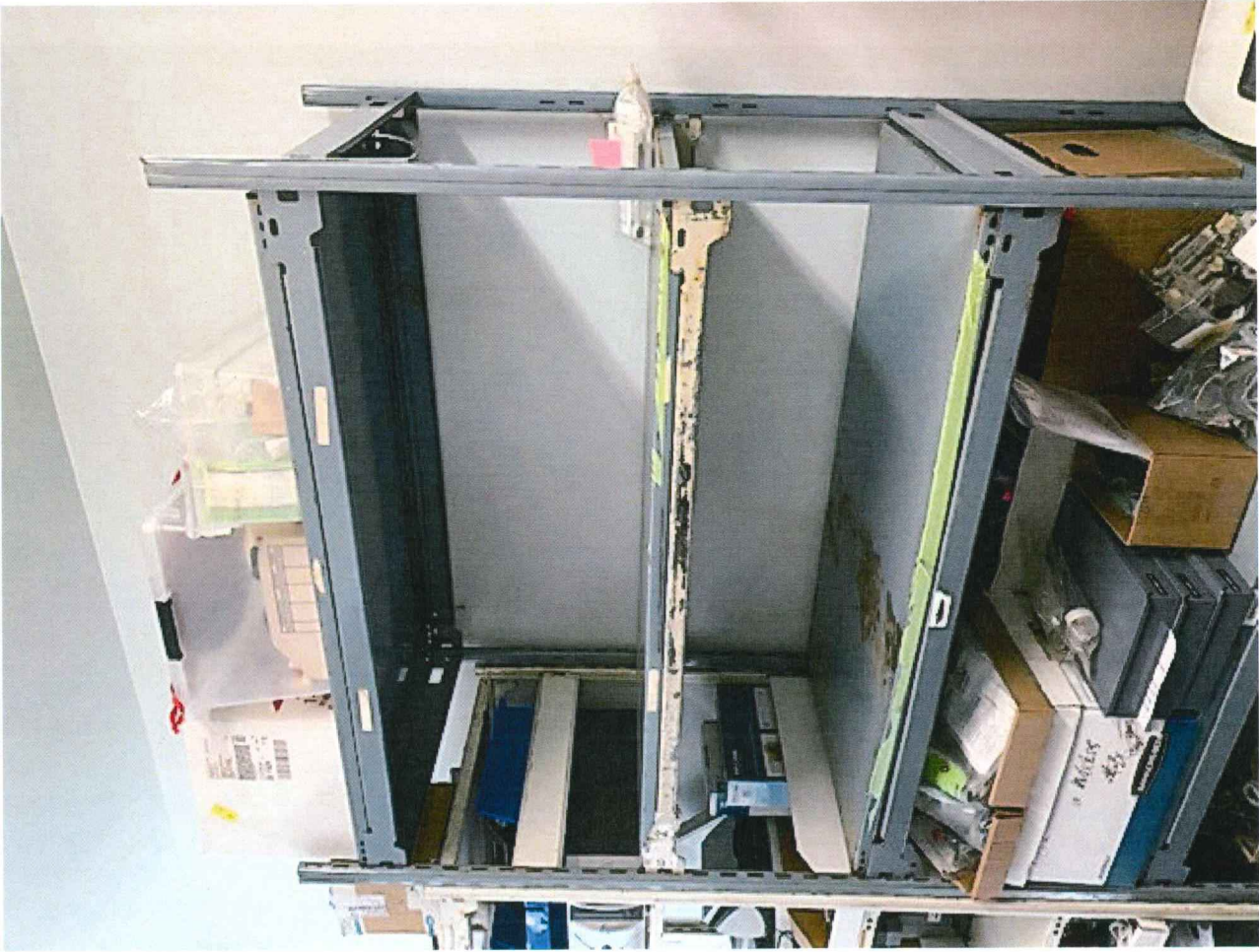
[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**From:** Tara Lundy <taral@canwestaerospace.com>  
**Sent:** Saturday, May 6, 2023 4:28 PM  
**To:** Tara Lundy <taral@canwestaerospace.com>  
**Subject:** Empty shelves & cupboards

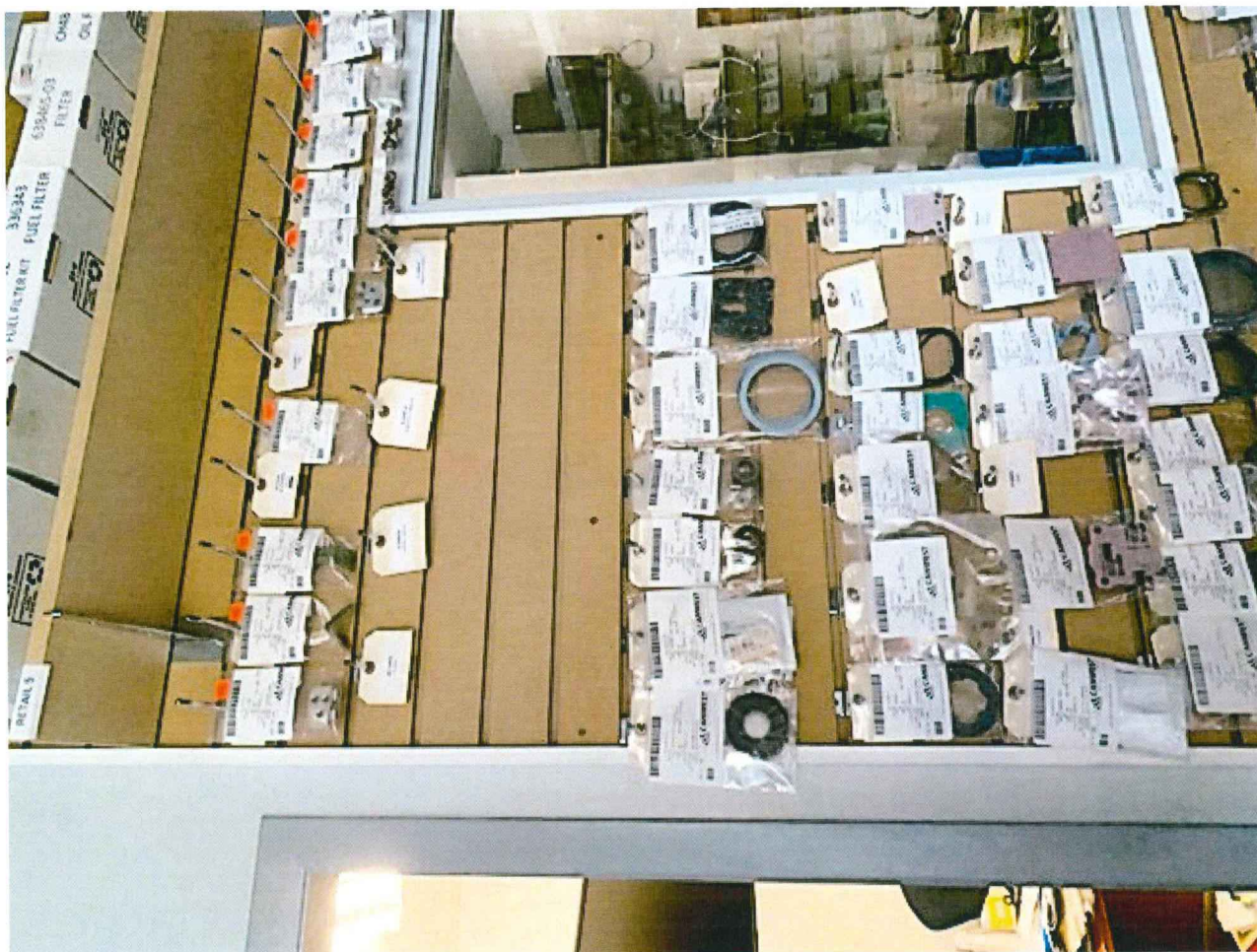
This is Exhibit E referred to in the affidavit of  
Thomas Jackson sworn (or affirmed)  
before me on 09/May/2023 [dd/mmm/yyyy]  
Nick Carlson  
A Commissioner for taking Affidavits  
within British Columbia



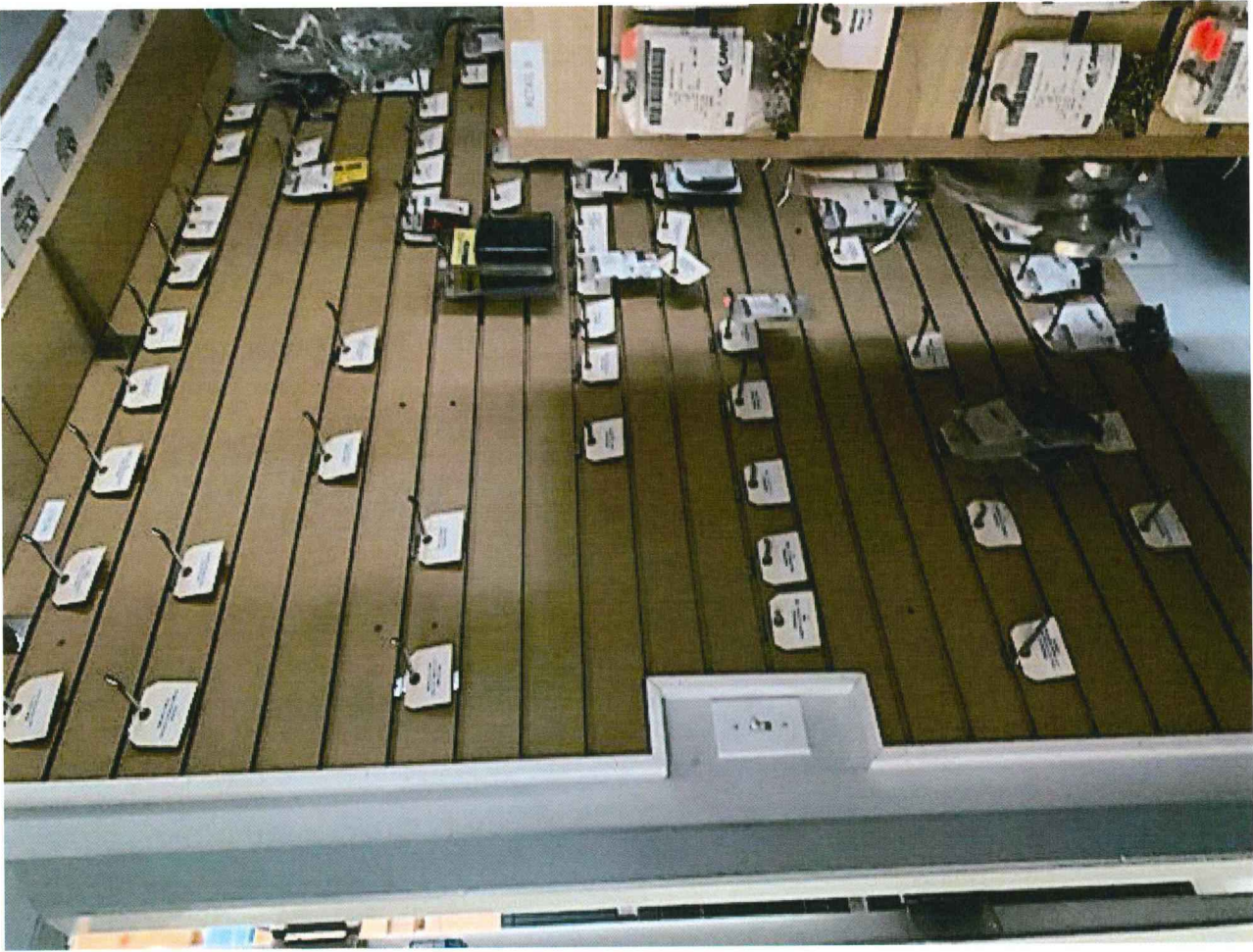




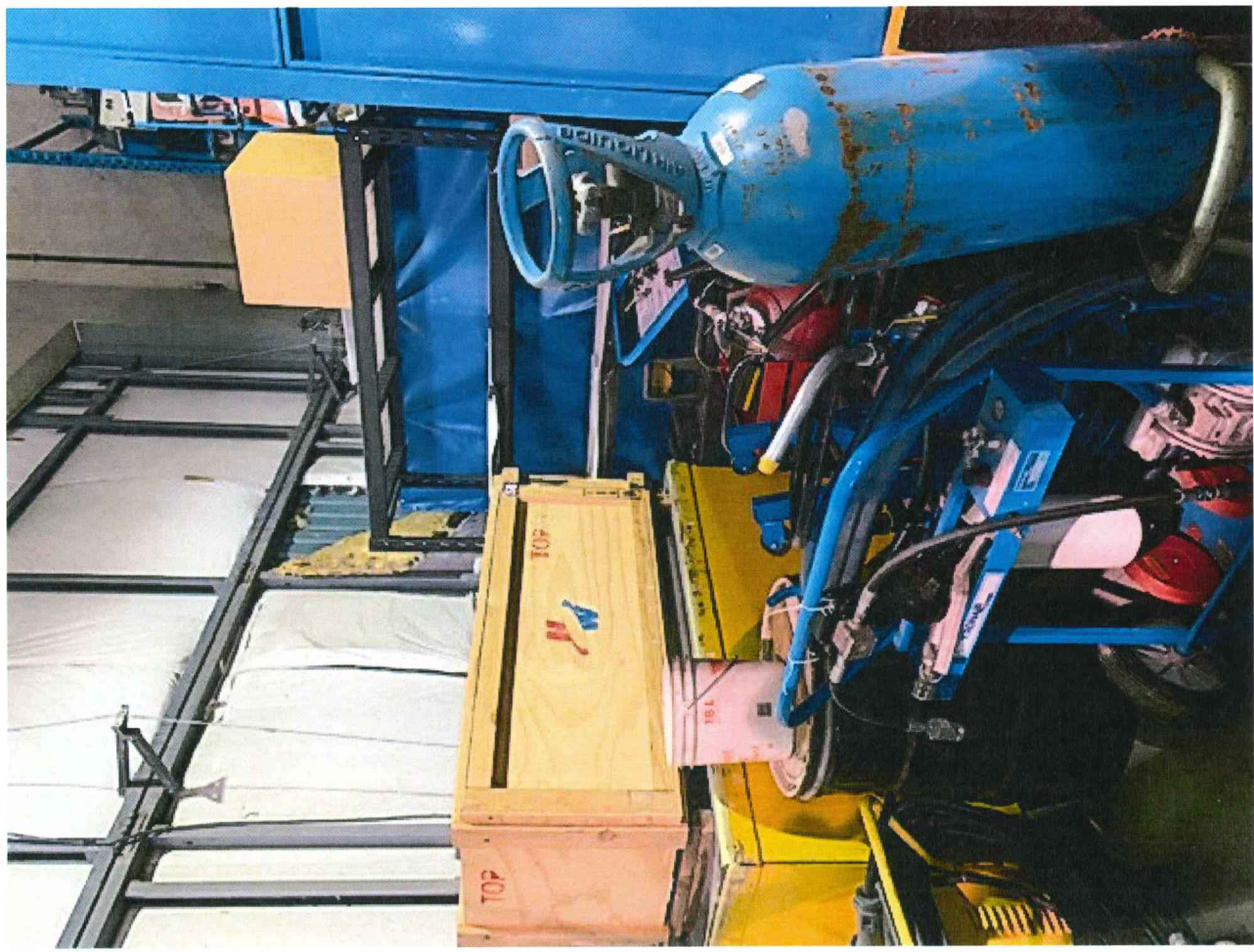














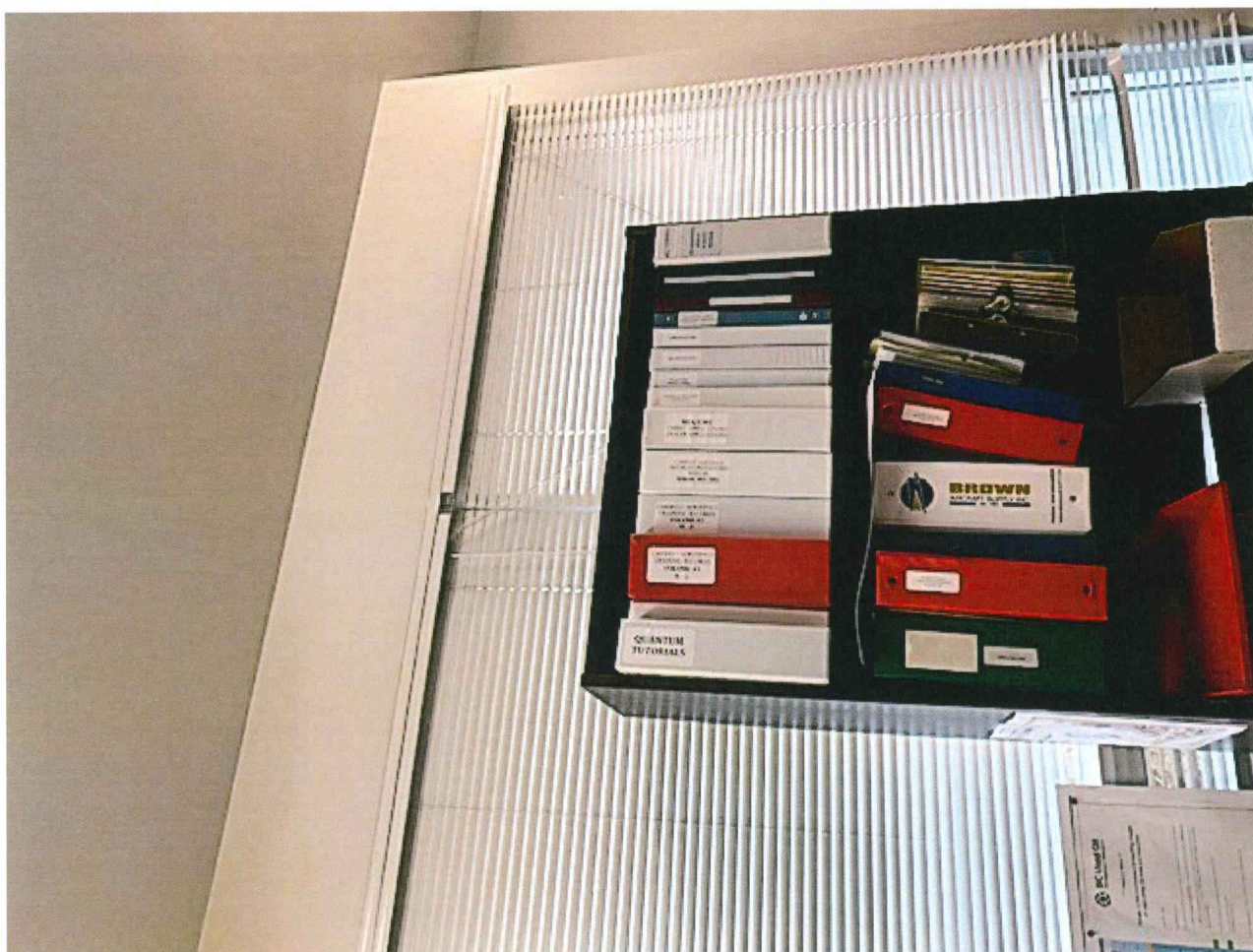








31



32



33



Sent from my iPhone

Door Logs

Event Number	Date	Time	Event
41	01-04-2023	9:59 AM	
40			
39			
38	01-04-2023	12:00 AM	Cold Start
37	03-04-2023	3:30 AM	Open
36	03-04-2023	4:16 AM	Armed
35			
34	06-04-2023	3:41 AM	Open
33	06-04-2023	4:47 AM	Closed
32	13-04-2023	4:38 AM	Open
31	13-04-2023	5:18 AM	Closed
30	13-04-2023	5:13 AM	System Fail
29	27-04-2023	12:39 AM	
28	27-04-2023	5:19 AM	
27	27-04-2023	5:23 AM	Zone Alarm Reset
26	27-04-2023	5:18 AM	Low Battery
25	27-04-2023	12:00 AM	Cold Start
24	27-04-2023	12:03 AM	Low Battery
23	27-04-2023	1:59 AM	Zone Alarm
22	27-04-2023	2:03 AM	Low Battery
21	27-04-2023	2:05 AM	Zone Alarm
20	27-04-2023	2:09 AM	Zone Alarm Reset
19	27-04-2023	2:14 AM	Zone Alarm
18	27-04-2023	2:18 AM	Alarm Reset
17	27-04-2023	2:22 AM	Alarm Reset
16	27-04-2023	2:51 AM	Zone Alarm
15	27-04-2023	2:51 AM	Police Code
14	27-04-2023	2:51 AM	Low Battery
13	27-04-2023	2:51 AM	Access by user 40
12	27-04-2023	2:51 AM	Access by user 40
11	27-04-2023	6:19 AM	Access by user 40
10	27-04-2023	6:19 AM	Access by user 40
9	29-04-2023	3:30 AM	Access by user 40
8	29-04-2023	6:31 AM	Access by user 40
7	29-04-2023	6:34 AM	Access by user 40
6	29-04-2023	6:34 AM	Access by user 40
5	29-04-2023	6:35 AM	Access by user 40
4	29-04-2023	7:00 AM	Access by user 40
3	29-04-2023	7:05 AM	Downloaded lead In
2	29-04-2023	7:11 AM	Access by user 40
1	29-04-2023	7:13 AM	Access by user 40

This is Exhibit F referred to in the affidavit of Thomas Jackson sworn (or affirmed) before me on 09/May/2023 [dd/mmm/yyyy]

Nick Carkon  
A Commissioner for taking Affidavits within British Columbia

Date removed after power cut