

S.C.M.: 500-11-042345-120

**EXHIBIT P-6**

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**SUBLEASE**

between

**AIR CANADA**  
(hereinafter referred to as the "Sublandlord")

- and -

**ACTS AERO TECHNICAL SUPPORT & SERVICES INC.**  
(hereinafter referred to as the "Subtenant")

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**SCHEDULE "A" DESCRIPTION OF SUBLEASED LANDS**

**SCHEDULE "B" HEAD LEASE**

**SCHEDULE "C" PLAN**

THIS SUBLEASE made effective as of the 16th day of October, 2007 (the "Sublease").

BETWEEN:

AIR CANADA, a corporation incorporated under the laws of Canada, having its primary place of business at 7373 Côte Vertu Boulevard West, Montreal (Borough of St-Laurent), Quebec, Canada (hereinafter referred to as the "Sublandlord")

OF THE FIRST PART

- and -

ACTS AERO TECHNICAL SUPPORT & SERVICES INC, a corporation incorporated under the laws of Canada (hereinafter referred to as the "Subtenant")

OF THE SECOND PART

WHEREAS:

- A. By deed of lease executed by Her Majesty The Queen in Right of Canada (the "Crown") as represented by the Minister of Transport on July 16, 1992 and the Sublandlord on July 28, 1992, bearing number QMA-393 (the "Original Lease"), the Sublandlord leased from the Crown certain lands described therein situate at Pierre Elliott Trudeau International Airport and the Crown renounced in favour of the Sublandlord to the benefit of accession in respect of the buildings and all repairs, improvements or replacements as more particularly described therein;
- B. The Crown transferred the Original Lease to the Head Landlord on August 1, 1992;
- C. The Head Landlord and the Sublandlord have amended the Original Lease by amendments dated respectively March 30, 1995, November 10, 1999, August 11, 2000 and April 11, 2005 (collectively with the Original Lease, as transferred and amended as aforementioned, the "Head Lease");
- D. The Sublandlord has erected on a portion of the Head Lands (as defined below), the building and other improvements bearing civic address 7171 Côte Vertu West boulevard, City of Montreal (Borough of Saint-Laurent), Province of Québec, H4Z 1Z3 (collectively, the "Building");
- E. The Building currently exists within Lot 3 899 344 of the Cadastre du Québec, Registration Division of Montreal;
- F. Sublandlord and Subtenant have executed a deed of sale of even date herewith pursuant to which the Sublandlord has sold to the Subtenant all right, title and interest of the Sublandlord in and to such Lot 3 899 344 of the Cadastre du Québec, Registration Division of Montreal, together with the Building and the other related property more fully described therein (collectively, the "Purchased Property");
- G. In connection with the acquisition of the Purchased Property, Sublandlord has agreed to sublease to Subtenant a portion of the Head Lands as more particularly identified in Schedule "A" to this Sublease (the "Subleased Lands") upon the terms and conditions contained in this Sublease.

Now therefore, in consideration of the rents, covenants, and conditions hereinafter reserved and contained, the parties to this Sublease do hereby covenant and agree as follows:

## 1. INTERPRETATION

### 1.1 Definitions

The parties hereto agree that, when used in this Sublease, the following words or expressions have the following meanings:

- (1) "Applicable Laws" means all applicable laws, by-laws and regulations, directives, codes, policies, guidelines, decrees and rules of all Authorities, as amended from time to time.
- (2) "Authorities" means all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commissions, agencies and boards having jurisdiction.
- (3) "Business Day" means any day other than Saturday, Sunday or a statutory holiday in the province where the Subleased Lands are located.
- (4) "Claims" means claims, losses, actions, suits, proceedings, causes of action, demands, damages (direct, indirect, consequential or otherwise), judgments, executions, liabilities, responsibilities, costs, charges, payments and expenses of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith, including, without limitation, any reasonable professional, consultant and legal fees (on a solicitor and client basis).
- (5) "Commencement Date" has the meaning ascribed thereto in Section 2.2.
- (6) "Hazardous Substance" means (a) any contaminant (including, without limitation, a contaminant as defined in all applicable environmental legislation), pollutant, dangerous substance, noxious substance, poisonous substance, corrosive substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos and PCBs or any other material, which, because of its properties, present a real or potential hazard to the environment or the health of users of the Subleased Lands or adjacent premises.
- (7) "Head Landlord" means Aéroports de Montreal, and includes its successors and assigns.
- (8) "Head Lease" has the meaning given to it in the recitals hereto.
- (9) "Notice" has the meaning ascribed thereto in Section 12.12.
- (10) "Permitted Use" means for aviation and related purposes, for parking purposes and for any other purpose permitted by the terms of the Head Lease.
- (11) "Person" includes any individual, company, corporation, partnership, limited partnership, trust, firm or entity however designated or constituted.
- (12) "Proportionate Share" means 13.26% (calculated on the basis of a fraction having as its numerator the superficial area of the Subleased Lands (i.e. 79,079.7 square metres) and having as its denominator the superficial area of the Head Lands (i.e. 596,387.7 square metres).
- (13) "Rent" has the meaning ascribed thereto in Section 3.
- (14) "Subleased Lands" has the meaning given to it in the recitals hereto.
- (15) "Term" has the meaning ascribed thereto in Section 2.2.
- (16) "Transfer" means (a) an assignment of this Sublease in whole or in part; (b) a sublease of all or any part of the Subleased Lands; (c) any transaction whereby the rights of the Subtenant under this Sublease or to the Subleased Lands are transferred to another Person; (d) any hypothec, charge or encumbrance of this Sublease or the Subleased Lands or any part thereof or other arrangement under which either this Sublease or the Subleased Lands become security for any indebtedness or other obligations; and (e) any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership proceedings, seizure by legal process and transfer by operation of law),

which has changed or might change the identity of the Persons having lawful use or occupancy of any part of the Subleased Lands.

## 1.2 Miscellaneous Interpretation

Words importing the singular number include the plural and vice versa and the words "hereof", "herein", "hereunder" and similar expressions used in any Section of this Sublease relate to the whole of this Sublease and not to that Section only, unless otherwise expressly provided.

## 1.3 Headings

The division of this Sublease into Articles and Sections and the insertion of headings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Sublease.

## 1.4 Schedules

The following is a list of the Schedules attached to and forming part of this Sublease:

Schedule A - Description of Subleased Lands

Schedule B - Head Lease

## 2 GRANT AND TERM

### 2.1 Subleased Lands

In consideration of the Rent, covenants and agreements herein contained on the part of the Subtenant to be paid, kept and performed, the Sublandlord does hereby sublease to the Subtenant and the Subtenant does hereby sublease from the Sublandlord the Subleased Lands.

The Subtenant accepts the Subleased Lands in an "as is" condition on the Commencement Date.

### 2.2 Term

This Sublease shall commence as of October 16, 2007 (the "Commencement Date") and terminate one (1) day prior to the expiry date of the Head Lease (including any renewal period(s)) (the "Term"). In the event that the Head Lease is terminated prior to September 30, 2051 for any reason whatsoever, the Subtenant shall comply with the provisions of the Head Lease governing the effects of such termination, including, without limitation, the obligation to surrender possession of the Subleased Lands and Building to the Head Lessor and to transfer title to the Building to the Head Lessor for the sum of \$1, subject to, if applicable, the provisions of Section 9.2 of the Original Lease or any other written agreement between the parties of similar effect. Notwithstanding the foregoing, nothing herein shall be construed as limiting any rights or recourses either party may have against the other in connection with any such early termination, whether pursuant to the terms this Sublease, the Head Lease or at law.

## 3. RENT

The Subtenant shall pay to the Sublandlord as rent, without any prior demand therefor, and without any right to set-off, reduction, deduction, diminution or compensation whatsoever its Proportionate Share of all basic land rent, additional rent and any other sums of any nature whatsoever, including GST and QST (without duplication) but excluding any interest or other costs for which the Sublandlord may become liable as a result of a default under the Head Lease which is not attributable to any action or omission of the Subtenant (collectively, the "Rent") to be payable by the Sublandlord to the Head Landlord under the Head Lease in respect of the period commencing as of the Commencement Date. Rent is payable in equal consecutive monthly instalments in advance, on or before the first day of each month, without notice, set-off, deduction or abatement whatsoever. If the Commencement Date is on a day other than the first day of a calendar month, then the Subtenant shall pay, on the Commencement Date, a portion of Rent pro-rated on a per diem basis from the Commencement Date to the end of the month in which the Commencement Date occurs.

4. USE

The Subleased Lands will be used exclusively for the Permitted Use and in no event for a purpose not authorized in the Head Lease.

5. ENVIRONMENTAL LIABILITY AND RESPONSIBILITY

5.1 Compliance with Applicable Laws

The Subtenant shall, at its own cost and expense, adhere to all Applicable Laws and generally accepted practices relating to environment and have environmental policies, processes, procedures, and standards where applicable and especially where non-compliance may materially impact the Subleased Lands, adjacent premises or the environment. Such environmental policies, processes, procedures, and standards shall adhere to all Applicable Laws and generally accepted practices relating to environment.

5.2 Environmental Status

Without limiting the generality of Section 5.1, the Subtenant shall indemnify and save harmless the Sublandlord, its employees, agents, and contractors and all those for whom Sublandlord may at law be responsible, from and against all Claims brought against it, arising out of, related to, occasioned by or attributable to any environmental damage caused by the Subtenant, its employees, agents and contractors, on, in or above the Subleased Lands or any portion thereof, air or water, save and except to the extent it is caused or contributed to by Sublandlord, or those for whom Sublandlord is in law responsible, or to the extent that it existed or originated (whenever or however discovered) prior to the Commencement Date. The Subtenant's obligation to indemnify provided in this Section 5.6 shall survive the expiry or the termination of this Sublease.

5.3 Hazardous Substance

In the event of a release, spill, leak, or flow of deleterious substance or any Hazardous Substance in, on, above, or from the Subleased Lands, or other extraordinary environmental pollution caused by Subtenant or those for whom the Subtenant is in law responsible, the Subtenant shall, at its own expense:

- (1) Immediately notify the Sublandlord and Sublandlord's Corporate Real Estate contact as provided under Section 12.12.
- (2) Provide written details of the event including all rectification procedures within twenty-four (24) hours;
- (3) Promptly cease any activity which causes or permits any deleterious substance or Hazardous Substance to be released, spilled, leaked or to flow into, onto, or above the Subleased Lands, land, air or water or results in any deleterious substance or Hazardous Substance being released into the environment;
- (4) Promptly perform any work which will remedy any adverse environmental condition caused or contributed to by the release, spill, leak, or flow of any deleterious substance from the Subleased Lands; and
- (5) If requested by Sublandlord, obtain appropriate documentation from an independent consultant approved by Sublandlord, acting reasonably, or government office, as the case may be, verifying that any activity contemplated by paragraph (3) above has ceased, or that any work required in paragraph (4) above has been performed.

5.4 Remediation

The Subtenant shall remedy any environmental contamination caused by the performance or lack of performance of any obligations of Subtenant or its agents, employees or subcontractors under this Sublease. The Subtenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit same to Sublandlord for approval (not to be unreasonably withheld), provide all bonds and other security required and carry out work required, and shall keep Sublandlord fully informed and provide to Sublandlord full information with respect to



proposed plans and comply with Sublandlord's reasonable requirements with respect to such plans.

#### 5.5 Subtenant's Property

In the event that the Subtenant shall bring, permit, suffer, or create in or on the Subleased Lands, any substance or if the conduct of any business or undertaking on any part of the Subleased Lands or the use of any part of the Subleased Lands shall cause there to be any substance on the Subleased Lands which causes or contributes to any adverse environmental condition, then such substance shall be and remain the sole and exclusive property of Subtenant and shall not become in any circumstances the property of Sublandlord.

#### 5.6 Environmental Indemnities

Without limiting the generality of Section 7.1, the Subtenant shall indemnify and save harmless the Sublandlord, its employees, agents, and contractors and all those for whom Sublandlord may at law be responsible, from and against all Claims brought against it, arising out of, related to, occasioned by or attributable to any environmental damage caused by the Subtenant, its employees, agents and contractors, on, in or above the Subleased Lands or any portion thereof, air or water, save and except to the extent it is caused or contributed to by the Sublandlord, or those for whom the Sublandlord is in law responsible, or to the extent it existed or originated (wherever or however discovered) prior to the Commencement Date. The Subtenant's obligation to indemnify provided in this Section 5.6 shall survive the expiry or the termination of this Sublease.

The Sublandlord shall indemnify and save harmless the Subtenant, its employees, agents, and contractors and all those for whom the Subtenant may at law be responsible, from and against all Claims brought against it, arising out of, related to, occasioned by or attributable to any environmental damage existing or that originated (wherever or however discovered) prior to the Commencement Date or caused by the Sublandlord, its employees, agents and contractors, or those for whom the Sublandlord is at law responsible after the Commencement Date, on, in or above the Subleased Lands or any portion thereof, air or water, save and except to the extent it is caused or contributed to by the Subtenant, or those for whom the Subtenant is in law responsible. The Sublandlord's obligation to indemnify provided in this Section 5.6 shall survive the expiry or the termination of this Sublease.

#### 5.7 Environmental Site Assessment

At the expiration or early termination of this Sublease, if requested by Sublandlord, the Subtenant shall retain an independent consultant approved by Sublandlord, to conduct an environmental site assessment of the Subleased Lands. The Subtenant shall be responsible for and undertake remedy of any impairment and/or environmental damage occasioned by or attributable to the Subtenant, on, in or above the Subleased Lands or any portion thereof, or the adjacent land, air or water as identified by such site assessment.

### 6. ASSIGNMENT AND SUBLETTING

#### 6.1 Transfer of Subtenant's Rights

- (1) The Subtenant shall not Transfer, or permit a Transfer separate from its interest in the Building without the prior written consent of the Sublandlord in each instance, which consent cannot be unreasonably withheld or delayed by the Sublandlord. The following terms and conditions apply in respect of any Transfer:
  - (a) the consent by the Sublandlord to a Transfer, if granted, shall not constitute a waiver of the necessity for the Subtenant to obtain the prior written consent of the Sublandlord to a subsequent Transfer;
  - (b) this prohibition against a Transfer is construed so as to include a prohibition against any Transfer by operation of law;
  - (c) no Transfer shall take place by reason of a failure by the Sublandlord to reply to a request by the Subtenant for a consent to a Transfer;

- (d) any Transfer not expressly permitted under this Sublease shall be null and void and of no force or effect;
  - (e) upon receipt of the Sublandlord's written consent to any Transfer, the Subtenant shall have a period of thirty (30) days thereafter to complete the Transfer in accordance with the terms and conditions set out in this Article 6 and the terms of the Head Lease, failing which the Sublandlord's consent to the Transfer shall, at the Sublandlord's option and upon notice to the Subtenant, be null and void and of no force or effect.
- (2) If the Subtenant intends to effect a Transfer of all or any part of the Subleased Lands or this Sublease, in whole or in part, or of any interest hereunder, then the Subtenant shall give prior written notice to the Sublandlord of such intent, and shall, together with such notice, provide the Sublandlord with such credit, financial and business information relating to the proposed transferee and such other information, material and documentation as the Sublandlord may reasonably require.
  - (3) Save and except for a Transfer pursuant to section (4) herein below, notwithstanding any Transfer, the Subtenant shall remain liable for all of the obligations of the Subtenant pursuant to the Sublease.
  - (4) Notwithstanding anything contained herein, the Subtenant shall have the right to (i) Transfer this Sublease, without the prior consent of the Sublandlord, pursuant to a sale of the Building, and (ii) hypothecate its interest in this Sublease, without the prior consent of the Sublandlord, in favour of any agent or lender taking security on the Building in connection with any financing arrangements provided to the Subtenant or its affiliates. Any such Transfer shall be subject to obtaining any consent which may be required from the Head Landlord under the Head Lease and the Sublandlord agrees that, at the request of the Subtenant, it will cooperate with the Subtenant by employing commercially reasonable efforts to assist Subtenant in obtaining any such consent. All reasonable costs incurred by the Sublandlord at the request of the Subtenant in connection therewith shall be for the account of the Subtenant.

## 6.2 Assignment by the Sublandlord and Subordination

- (1) The Sublandlord shall be entitled to assign or hypothecate its rights under this Sublease, in whole or in part, and upon such assignment or hypothec being executed by the Sublandlord, and notice thereof being given by or on behalf of the Sublandlord to the Subtenant, this Sublease shall be subordinated and subjected to the assignment or encumbrance, without derogation to the rights of the Subtenant hereunder. Moreover, the Sublandlord shall not transfer or assign, or permit a transfer or assignment of its interest in the Head Lease to occur separate from its interest in this Sublease.
- (2) The Subtenant agrees that it will, whenever reasonably required by the Sublandlord or a hypothecary creditor or assignee of the Sublandlord, consent to and become a party to any instrument or instruments permitting an assignment or hypothec in respect of the interest of the Sublandlord in this Sublease in order to formally bind the Subtenant to the successor or assignee in right of the Sublandlord hereunder. However, no such agreement entered into by the Subtenant shall have the effect of permitting the holder of any assignment or hypothec or their successors or assignees to disturb the Subtenant in its enjoyment of the Subleased Lands so long as the Subtenant shall comply with all terms, conditions and obligations contained herein.

## 7. LIABILITY AND INDEMNITY

### 7.1 Indemnification of Sublandlord

The Subtenant shall indemnify the Sublandlord and save it harmless from and against any and all Claims (except to the extent they arise from the negligence or the intentional fault of the Sublandlord or those for whom the Sublandlord is responsible for at law in respect of which the Sublandlord shall indemnify the Subtenant and save it harmless from and against any and all Claims in connection therewith) in connection with:

- (1) any injury or any loss or damage to property to which the limitation of liability in Section 7.2 applies;
- (2) the failure of the Subtenant to observe and perform any of the terms, covenants and conditions of this Sublease or any applicable provision under the Head Lease relating to the Building or the Subleased Lands which the Subtenant is required by the terms of this Sublease to observe and perform;
- (3) the occupancy or use by the Subtenant of any of the Subleased Lands; and
- (4) any Hazardous Substance being brought into, produced or maintained in, or discharged from, any of the Subleased Lands during the Term, unless such Hazardous Substance are brought into, produced or maintained in, or discharged from, any of the Subleased Lands as a result of the actions of the Sublandlord or those for whom it is legally responsible.

All of the Subtenant's obligations to indemnify under this Sublease shall survive the expiry or termination of this Sublease, regardless of the grounds upon which this Sublease is terminated, including a breach of this Sublease by the Sublandlord.

## 7.2 Limitation of the Sublandlord's Liability

The Subtenant acknowledges and agrees that the Sublandlord shall not be liable or responsible in any way to the Subtenant or any other Person for:

- (1) any injury arising from or out of any occurrence in, upon, at or relating to any of the Subleased Lands and or any loss or damage to property (including loss of use thereof) of the Subtenant located in any of the Subleased Lands or any part thereof from any cause whatsoever; and
- (2) all property of the Subtenant kept in or stored upon any of the Subleased Lands shall be so kept or stored at the risk of the Subtenant only, and the Subtenant shall indemnify and hold the Sublandlord harmless from and against any and all Claims arising out of any loss of or damage to such property, including loss of use thereof, and including, without limitation, any subrogation claims by the Subtenant's insurers.

Notwithstanding the foregoing, the limitation on liability contained in this Section 7.2 shall not apply to any death or injury or any damage to property referred to in this Sublease to the extent that any death or injury or any damage to property is caused by or contributed to by the negligence or intentional fault of the Sublandlord or those for whom the Sublandlord is in law responsible.

## 8. INSURANCE

### 8.1 Subtenant's Insurance

- (1) The Subtenant shall carry and maintain or cause to be carried and maintained sufficient insurance against all claims arising out of the operations of the Subtenant in the Subleased Lands including, to the extent applicable, but not limited to:
  - (a) comprehensive general liability insurance against claims for bodily injury including death and property damage arising out of the use and/or occupation of the Subleased Lands, liability extensions for products liability, contractual liability, hangar keeper's liability, non-owned automobile liability, property damage and bodily injury liability, tenants legal liability, all on an occurrence basis, naming the Sublandlord as an additional insured indemnifying and protecting both the Subtenant and Sublandlord to a limit not less than Three Million Dollars (\$3,000,000.00) inclusive or such greater limit as shall be required by the Sublandlord acting reasonably;
  - (b) "all-risk" insurance upon its goods, chattels, movable assets, fixtures, tooling, equipment and improvements to the full replacement value thereof including broad form boiler insurance on any boilers and pressure vessels provided by the Subtenant on the Subleased Lands;

- (c) automobile liability insurance for both licensed and unlicensed vehicles in an amount not less than One Million Canadian Dollars (\$1,000,000.00 Can) per occurrence or Ten Million Canadian Dollars (\$10,000,000.00 Can) if operating airside; and
  - (d) workmen's compensation insurance or similar protection affording statutory coverage.
- (2) Each insurance policy referred to above will:
- (a) name the Sublandlord, its directors, officers, employees and agents as additional insured, as their interest may appear;
  - (b) with respect to liability policies, contain a cross liability clause protecting the Sublandlord in respect of claims by the Subtenant as if the Sublandlord were separately insured;
  - (c) an agreement from Subtenant's property insurers that any and all rights of subrogation are waived against Sublandlord, its directors, officers, employees and agents;
  - (d) an agreement from the insurers that such insurance is primary and without any right of contribution from any insurance the Sublandlord may now or hereafter have in force and effect; and
  - (e) contain a clause that if insurance is cancelled or materially changed then the insurer will endeavour to give the Sublandlord thirty (30) days prior written notice.

If requested, Subtenant shall provide Sublandlord with certificates of insurance in a form reasonably satisfactory to Sublandlord certifying that the required coverage is in full force and effect and that the policy(s) have been endorsed as required herein.

If the Subtenant fails to take out or keep in force any policy of insurance referred to above, the Sublandlord may, after written notice to the Subtenant, take out for and on behalf of the Subtenant, pay the premium, and in that event the Subtenant shall pay such amount plus seven point five percent (7.5%) as an administration fee.

## 8.2 Sublandlord's Insurance

The Sublandlord shall carry and maintain comprehensive general liability insurance against claims for bodily injury, including death and property damage arising out of the use and/or occupation of the Head Lands.

Nothing herein shall prevent the Sublandlord from providing or maintaining such broader coverage as the Sublandlord may determine.

## 9. DEFAULT AND REMEDIES

### 9.1 Default and Remedies

- (1) It is expressly agreed that an "Event of Default" means the occurrence of any one or more of the following:
  - (a) the Subtenant defaults in the payment of any portion of Rent and such default continues for a period of fifteen (15) days after written notice by the Sublandlord to the Subtenant that such portion of Rent has become due and payable;
  - (b) the Subtenant fails to observe or perform any of its covenants or agreements hereunder (other than the covenant to pay Rent) and such default continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after written notice by the Sublandlord to the Subtenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

- (c) if the default set out in the notice given to the Subtenant by the Sublandlord pursuant to Subsection 10.1(1)(b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Subtenant has not commenced remedying or curing the same within the thirty (30) day period or, in the opinion of the Sublandlord, fails to diligently complete the same within a reasonable time subject to force majeure;
- (d) if the Subtenant shall make an assignment for the benefit of its creditors, or shall make an assignment or have a receiving order made against it under the *Bankruptcy and Insolvency Act*, or becomes bankrupt or insolvent, or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors;
- (e) any steps are taken or proceedings are instituted by the Subtenant or any other Person, court or Authority for the dissolution, winding-up or liquidation of the Subtenant or its assets unless where same is initiated by someone other than the Subtenant, which steps or proceedings are not dismissed, discharged or stayed within thirty (30) days of being initiated; or
- (f) the Subtenant effects a Transfer of this Sublease that is not permitted by this Sublease.

## 10. DEFAULT

### 10.1 Remedies

If and whenever an Event of Default occurs and is continuing, then the Sublandlord shall have the right to terminate this Sublease and exercise any other rights or recourses available to it under Applicable Laws.

If the Sublandlord terminates this Sublease, in addition to any other remedies it may have, the Sublandlord may recover from the Subtenant all damages it incurs by reason of the Subtenant's breach, including, without limitation, the cost of terminating this Sublease, including reasonable solicitors' fees, all of which amounts shall be immediately due and payable by the Subtenant to the Sublandlord.

### 10.2 Rights Cumulative

The rights and remedies given to the Sublandlord in this Sublease are distinct, separate and cumulative, and no one of them, whether or not exercised by the Sublandlord shall be deemed to be in exclusion of any other rights or remedies provided in this Sublease or by law.

### 10.3 Right to Perform

If the Subtenant fails to comply with any of its obligations under this Sublease, then the Sublandlord may, at its option, upon giving at least thirty (30) days prior written notice, except in the case of emergency where no notice is required, and without waiving or releasing the Subtenant from the strict performance of any of its obligations under this Sublease, make any such payment or perform or observe any other act on the part of the Subtenant to be made, performed or observed as provided in this Sublease in such manner and to such extent as the Sublandlord may deem desirable and in exercising any such rights may pay necessary and incidental costs and expenses.

## 11. HEAD LEASE

- (1) The Subtenant hereby expressly acknowledges to have read and understood and accepted the terms and conditions provided in the Head Lease, a copy of which is attached hereto as Schedule "B". The Sublandlord and the Subtenant agree that, subject to the matters addressed hereunder, all other covenants, terms, conditions and provisions set forth in the Head Lease shall form an integral part hereof but only to the extent that they apply to the Subleased Lands or the Building and shall apply to and be binding upon the parties hereto, and their respective successors and permitted assigns, the appropriate changes of reference being deemed to have been made with the intent that such clauses shall govern the relationship in respect of such matters as between the Sublandlord and the Subtenant, the Subtenant hereby binding and obliging itself to

fulfill, to the complete exoneration of the Sublandlord, all of the obligations of the Sublandlord to the Head Landlord under the Head Lease but only to the extent that it applies to the Subleased Lands or the Building. The Subtenant shall be entitled to all benefits of the Sublandlord under the Head Lease but only to the extent that it applies to the Subleased Lands or the Building.

- (2) For greater certainty, the Subtenant will obtain and maintain in respect of the Subleased Lands and the Building the same types and amounts of insurance as Sublandlord is obligated under the Head Lease in respect thereof and such insurance will name the Sublandlord as a named insured.
- (3) The Sublandlord hereby covenants to forward forthwith to the Subtenant copies of any and all relevant correspondence between the Head Landlord and the Sublandlord under the Head Lease, including any notice of default, should the Sublandlord be in default under the Head Lease.
- (4) For more certainty, should any conflict or inconsistency arise between the terms of this Sublease and the terms provided under the Head Lease, this Sublease shall be deemed to have been modified accordingly to be consistent with the Head Lease to the extent of the conflict or inconsistency.
- (5) Unless expressly provided otherwise herein, the Subtenant agrees to deal at all times solely with the Sublandlord for all purposes hereof and, notwithstanding the foregoing, for any consent and approval to be obtained hereunder or under the Head Lease, the Subtenant will need to obtain same from the Sublandlord, and at any time such consent and approval shall be subject to the consent and approval of the Head Landlord to the extent required under the Head Lease and in accordance with the terms provided thereunder.
- (6) For greater certainty, notwithstanding Section 3 hereof, the Sublandlord shall remain liable for all Rents due to the Head Landlord under the Head Lease.
- (7) The Sublandlord hereby declares and covenants and agrees with the Subtenant
  - (a) not to agree to terminate the Head Lease, or surrender the Subleased Lands or any portion of the Subleased Lands to the Head Landlord, during the Term of this Sublease without the prior written consent of the Subtenant;
  - (b) that upon the Subtenant paying the Rent hereby reserved and observing and performing all of its obligations hereunder, the Subtenant shall, subject to the terms and conditions of this Sublease, peacefully and quietly enjoy the Subleased Lands for the Term without any interruption, hindrance or disturbance by the Sublandlord or any other Person or Persons claiming under it;
  - (c) that (i) the term of the Head Lease expires on September 30, 2051, (ii) the Head Lease is in full force and effect and (iii) it is not aware of any existing default under the Head Lease;
  - (d) the Sublandlord has the power, capacity and authority to enter into this Sublease and perform its obligations hereunder;
  - (e) that the entering into of this Sublease does not require the consent of the Head Landlord or any third party;
  - (f) that the Sublandlord shall faithfully observe and perform all of its obligations under the Head Lease and shall not do or fail to do anything which may adversely affect the rights of the Subtenant under this Sublease or its ownership of the Building;
  - (g) that the Sublandlord shall not, without the prior written consent of the Subtenant, consent to (A) any agreement or provide any approval which relates to the Building (or its repair or reconstruction) or (B) any amendment of any of the terms of the Head Lease which could reasonably be expected to have the effect of (i) increasing the Rent in excess of what is

payable under the current terms of the Head Lease or any amount payable hereunder by the Subtenant, (ii) rendering more onerous any obligations of the Subtenant hereunder, (iii) releasing any part of the Subleased Premises from the Head Lease, (iv) changing the term of the Head Lease;

- (h) that the Sublandlord shall indemnify the Subtenant and save it harmless from and against all Claims (except to the extent they arise from the negligence or the intentional fault of the Subtenant or those for whom the Subtenant is responsible for at law) arising in connection with the failure by the Sublandlord to observe and perform any of the terms, conditions and obligations of the Head Lease or the Sublease on the part of the Sublandlord to be observed or performed;
  - (i) The Sublandlord shall provide and maintain at all times during the Term of this Sublease, for the benefit of the Subtenant, its officers, agents, employees, representatives, customers and invitees, a right of passage by vehicle in, on and across, and a right of access to, the lands shown crosshatched on the plan attached hereto as Schedule "C" (the "Roadway Lands"), in order to permit access to and egress from Côte-Vertu Road and the parking spaces located on the Subleased Lands. This right of passage and access shall be exercised in common with the Sublandlord and third parties having rights thereto; Moreover, the Sublandlord shall not transfer or sublet its interest in the Roadway Lands without first obtaining a written undertaking from the proposed assignee or subtenant in favour of the Subtenant to be bound by the terms of this provision for the balance of the term of this Sublease; and
  - (j) The Sublandlord hereby renounces in favour of the Subtenant to any right of ownership it may acquire pursuant to the Head Lease in respect of any future constructions and improvements to the Building or otherwise located on the Subleased Lands (collectively, the "Future Improvements") and, to the extent necessary, for good and valuable consideration received, hereby transfers to Subtenant such ownership interest in and to all Future Improvements.
- (8) Notwithstanding anything to the contrary provided herein, the Sublandlord does not assume or agree to perform for the benefit of the Subtenant any of the duties of the Head Landlord under the Head Lease. If the Subtenant desires to enforce the duties of the Head Landlord under the Head Lease, the sole obligation of the Sublandlord shall be to use commercially reasonable efforts to cause the Head Landlord to perform such duties.

## 12. GENERAL

### 12.1 Successors

This Sublease and everything herein contained shall enure to the benefit of and be binding upon the permitted successors and assigns, as the case may be, of each of the parties hereto.

### 12.2 Provisions Separately Valid

If any covenant, obligation, agreement, term or condition of this Sublease or the application thereof to any Person or circumstances shall, to any extent, be invalid, unenforceable or illegal, the remainder of this Sublease or the application of such covenant, obligation, agreement, term or condition to Persons or circumstances other than those in respect of which it is held invalid, unenforceable or illegal, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Sublease shall be separately valid and enforceable to the fullest extent permitted by law.

### 12.3 Reasonableness

Save and except where expressly excepted, wherever in this Sublease the consent, approval, discretion, satisfaction or permission is required of either party, such consent, approval, discretion, satisfaction or permission shall not be withheld or exercised unreasonably and shall be addressed without undue delay and each of the parties shall be bound to act reasonably in the exercise of its rights hereunder.

### 12.4 No Implied Obligations

No implied obligations of any kind or on behalf of the Sublandlord shall arise from anything in this Sublease and the express covenants and agreements herein contained and made by the Sublandlord are the only covenants and agreements upon which any rights against the Sublandlord may be founded.

### 12.5 No Partnership or Agency

Nothing in this Sublease creates any relationship between the parties other than that of landlord and tenant, and the Subtenant has agreed that the Sublandlord is not a partner of the Subtenant, a joint venturer or a member of a joint enterprise with the Subtenant, nor is the relationship of principal and agent created.

### 12.6 Entire Agreement

This Sublease and the Schedules and Annexes attached hereto, shall be deemed to constitute the entire agreement between the Sublandlord and the Subtenant hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, communications and documents in relation hereto made by any party to this Sublease. No amendment to this Sublease shall be effective unless in writing and signed by the parties. No representation or warranty, express, implied or otherwise is made by the Sublandlord to the Subtenant or by the Subtenant to the Sublandlord except as expressly set out in this Sublease.

### 12.7 Governing Law

This Sublease shall be interpreted in accordance with the laws of Quebec and the laws of Canada applicable therein.

### 12.8 Business Day

If the day on which any act or payment is required to be done or made is a day which is not a Business Day, then such act or payment shall be duly performed or made if done on the next following Business Day.

### 12.9 Time

Time is of the essence in this Sublease.

### 12.10 Waiver of Benefits

All Rent shall be paid by the Subtenant without set-off, abatement, or deduction for any cause whatsoever and the Subtenant expressly waives the benefit of any present or future act or statute permitting the Subtenant to claim a set-off, abatement, or deduction against or from Rent for any cause whatsoever.

### 12.11 Registration of Sublease

The Subtenant shall not have the right to register this Sublease by notice or caveat.

### 12.12 Notices

- (1) Whenever in this Sublease it is required or permitted that a notice, demand or request (a "Notice") be given or served by either party to or on the other, such Notice will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, postage prepaid (except during a postal disruption or threatened postal disruption),



personal delivery, or facsimile or other similar means of electronic communication as follows:

To the Sublandlord: Air Canada Center, Zip 1443  
P.O. Box 9000, Airport Station  
Dorval, Québec CANADA  
H4Y 1C2

Attention: Director, Corporate Real Estate

Facsimile: (514) 422-5155

To the Subtenant: ACTS 1331  
P.O. Box 6000, Station Airport  
Dorval, Québec CANADA  
H4Y 1J9

Attention: Director, Real Estate Services

Facsimile: (514) 856-7426

- (2) Any Notice delivered personally shall be deemed to have been validly and effectively given on the day of such delivery if delivered before 4:00 p.m. on a Business Day or on the next Business Day if delivered on a non-Business Day or after 4:00 p.m. on the previous Business Day. Any Notice sent by registered mail (except during a postal disruption or threatened postal disruption) shall be deemed to have been validly and effectively given on the third Business Day following the date of mailing. Any Notice sent by facsimile or other similar means of electronic communication shall be deemed to have been validly and effectively given on the day it was sent if sent before 4:00 p.m. on a Business Day or on the next Business Day if sent on a non-Business Day or after 4:00 p.m. on the previous Business Day.
- (3) Such addresses may be changed from time to time by either party giving a written Notice to the other as set out above.

#### 12.13 Force Majeure

No party hereto shall be deemed to be in default or in breach of this Sublease for its delay, failure or inability or meet any of its obligations under this Sublease, other than any obligation to pay Rent, caused by or arising from any event of Force Majeure.

#### 12.14 Estoppel Certificate

At any time and from time to time upon not less than five (5) Business Days prior notice at the request of the Sublandlord or the Subtenant as applicable, the Sublandlord or the Subtenant, as applicable, shall execute and deliver, as directed by the Sublandlord or the Subtenant as applicable, a certificate of an officer of the Sublandlord or the Subtenant as applicable certifying as at the date thereof whether this Sublease is in full force and effect, whether or not it has been modified (and if so in what respect), the status of annual rent and other accounts between the Sublandlord and the Subtenant, whether or not there are any existing defaults on the part of the Sublandlord or the Subtenant as applicable of which the Sublandlord or the Subtenant as applicable has notice (and if so, specifying them) and as to any other matters in connection with this Sublease in respect of which such a certificate is reasonably requested.

#### 12.15 Landlord Agreement

Each of the Sublandlord and the Subtenant shall employ commercially reasonable efforts to obtain from the Head Landlord within ninety (90) days from the date hereof, a landlord agreement among the Head Landlord, the Sublandlord, the Subtenant, and any hypothecary creditor of the Subtenant who holds a hypothec on the Building, in form and substance reasonably satisfactory to all parties, supplementing the provisions of the Head Lease and dealing with *inter alia* the cure rights of the Subtenant (and its hypothecary creditors) in the event of a default under the Head Lease, an agreement by the Head Landlord to execute a separate lease in the event that a default relating to the Building or the Subleased Lands is cured or in the event of a default by the Sublandlord which cannot be cured (e.g. insolvency), amendments to the Head Lease and other provisions customarily found in agreements of this nature.

**12.16 Waiver**

The Subtenant hereby waives any rights it may have in virtue of Articles 1854, 1859, 1861, 1862, 1863, the second and third paragraphs of Article 1865, Articles 1867, 1868, 1871 and 1883 of the Civil Code of Quebec, or any other legislation with the same or similar effect .

**12.17 Counterparts**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts or facsimile counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts when executed and delivered (by facsimile or otherwise) will be construed together to be an original and will constitute one and the same agreement


**12.18 Language**

The parties acknowledge having expressly required that this Sublease and all documents relating thereto be drawn in English. *Les parties déclarent avoir expressément requis que ce Sous-Bail et tous les documents s'y rapportant soient rédigés en anglais*

[Signature Pages Follow]

IN WITNESS WHEREOF each of the parties hereto has executed a counterpart of this Sublease as of the date above written.

ACTS AERO TECHNICAL SUPPORT & SERVICES INC.

Per:   
Name: *Nicolas Vanang*  
Title: *VP, CLO + Corp. Secretary*

APPROVED  
BY LAW  
*[Signature]*

[Sublease]

IN WITNESS WHEREOF each of the parties hereto has executed a counterpart of this Sublease as of the date above written.

AIR CANADA

Per: 

Name: Graeme Elliott

Title: Director Corporate Real Estate



[Sublease]

SCHEDULE "A"

DESCRIPTION OF SUBLEASED LANDS

An emplacement located on the site of the Montreal-Pierre Elliott Trudeau International Airport, in the City of Montreal, Province of Quebec, known and designated as lot number THREE MILLION EIGHT HUNDRED NINETY-NINE THOUSAND THREE HUNDRED AND FORTY-FOUR (3 899 344) of the Cadastre du Québec, Registration Division of Montreal and which is leased by the Sublandlord pursuant to the terms of the Head Lease, excluding for greater certainty, the Building situated thereon and owned by Subtenant.

**SCHEDULE "B"**

**HEAD LEASE**

**(SEE ATTACHMENTS)**

**No. 500-11-042345-120**

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**SUPERIOR COURT (Commercial Division)  
DISTRICT OF MONTRÉAL**

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IN THE MATTER OF THE PROPOSED PLAN OF COMPROMISE AND  
ARRANGEMENT OF:

**AVEOS FLEET PERFORMANCE INC./  
AVEOS PERFORMANCE AÉRONAUTIQUE INC.**

and

**AERO TECHNICAL US, INC.**

Insolvent Debtors/Petitioners

and

**FTI CONSULTING CANADA INC.**

Monitor

and

**WELLS FARGO BANK NATIONAL ASSOCIATION, as Fondé de  
Pouvoir**

and **LOCKHEED MARTIN CANADA INC.**

and **AIR CANADA**

and **AÉROPORTS DE MONTRÉAL**

Mis en causes

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**Me Roger Simard / Me Ari Sorek**

**File: 548732-1**

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**EXHIBIT P-6**

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**Fraser Milner Casgrain LLP**  
1 Place Ville Marie, Suite 3900  
Montréal, QC, Canada H3B 4M7

MAIN 514 878 8800  
FAX 514 866 2241

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