

AGREEMENT OF PURCHASE AND SALE

This agreement (this "Agreement") dated _____, 2010 between _____ (the "Purchaser") and **FTI Consulting Canada Inc.**, in its capacity as court-appointed receiver of all the assets, undertakings and properties of **Skyservice Airlines Inc.** ("Skyservice") acquired for or used in relation to a business carried on by Skyservice (the "Vendor"), provides for the purchase of the Purchased Assets (as defined herein) For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Purchaser and Vendor agree as follows:

1. **Definitions.** For the purposes of this Agreement:

"**Approval and Vesting Order**" means an order of the Court approving this Agreement, exempting this Agreement from the application of the Bulk Sales Act (Ontario) and vesting in the Purchaser all right, title and interest of Skyservice in the Purchased Assets on closing free and clear of all Liens (save and except for the Permitted Encumbrances).

"**Chattels**" means the inventory, supplies, equipment, furnishings, chattels and all other tangible personal or movable property owned by the Skyservice.

"**Contracts**" means the existing contracts and agreements entered into by or on behalf of Skyservice or by which Skyservice is bound, in each case with third parties, with respect exclusively to the ownership, development, maintenance, repair and operation of the Leasehold Lands, GTAA Lease and the Improvements, which are listed and more particularly set out in Schedule A, in each case to the extent the same are assignable, but excluding any insurance policies, Permitted Encumbrances and the GTAA Lease.

"**Court**" means the Ontario Superior Court of Justice.

"**Excluded Assets**" means the property and assets listed and described in Schedule "B".

"**GTAA Lease**" means the lease dated November 1, 2000 between the Greater Toronto Airport Authority ("GTAA"), as landlord, Sky Service F.B.O. Inc. (the "Original Tenant"), as tenant, dated November 1, 2000 and referred to as Lease YZ 3095, which Lease was subsequently assigned to Skyservice pursuant to an assignment of lease and assumption agreement dated March 22, 2007 between the Original Tenant, as assignor, and Skyservice, as assignee, as amended by a consent to assignment of lease and assumption agreement dated August 10, 2007 between the Original Tenant, Skyservice and the GTAA, as further amended from time to time, notice of which was registered against title to the Leasehold Lands on April 3, 2002 as Instrument No. PR225068 (notice of lease) and notice of the assignment thereof on October 1, 2007 as Instrument No. PR1346088 (notice of assignment of lessee interest). The GTAA Lease is attached hereto as Schedule "E".

"**Improvements**" means the Additional Improvements (as defined in the GTAA Lease), the Existing Improvements (as defined in the GTAA Lease), the Leasehold Improvements (as defined in the GTAA Lease), the Trade Fixtures (as defined in the GTAA Lease) and all buildings, structures, improvements, erections, appurtenances and fixtures on the Leasehold Lands which are subject to the GTAA Lease and owned by the Skyservice.

"**Leasehold Lands**" means the lands described in Schedule "C" subject to the GTAA Lease.

"**Liens**" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

"**Permitted Encumbrances**" means the Liens and encumbrances listed and described in Schedule "D".

"**Purchased Assets**" means Skyservice's interest in the GTAA Lease, the Improvements, the Assignable Contracts and the Permitted Encumbrances but excluding the Excluded Assets.

"**Receiver**" means FTI Consulting Canada Inc., the Court-appointed receiver of the assets, property and undertaking of Skyservice and not in its personal capacity and without personal or corporate liability.

2. **Purchase, Purchase Price and Closing Date.**

- (a) Subject to the terms of this Agreement, the Purchaser agrees to purchase and the Vendor agrees to sell the Purchased Assets on the terms and conditions set out in this Agreement and for the purchase price (the "**Purchase Price**") of \$_____, payable as to (i) _____% of the Purchase Price by bank draft to be delivered to the Vendor, in trust, by the Purchaser concurrently with the execution of this Agreement by the Purchaser to be held as a deposit (the "*Deposit*") in an interest bearing account or term deposit at a Schedule 1 Canadian Chartered Bank with interest to accrue to the benefit of the Purchaser and (ii) the balance, subject to Section 2(b) and to the specific adjustments in Section 15, payable to the Vendor, or as it may direct, by bank draft on the Closing Date (as defined below) . If this Agreement is not completed because: (i) as of the Closing Date, the representations of the Vendor set out in Section 9 of this Agreement is untrue materially or any of the terms, covenants or conditions of this Agreement to be complied with or performed by the Vendor on or prior to the Closing Date has not been complied with or performed in all material respects; or (ii) the Vendor is unable to obtain the Approval and Vesting Order by the date set out in this Agreement, the Deposit, together with all interest accrued thereon, will be returned to the Purchaser within 3 Business Days. If this Agreement is not completed for any other reason, the Deposit, together with all interest accrued, shall be retained by the Vendor. This transaction will be completed on the date (the "**Closing Date**") which is 3 Business Days after the date on which the Approval and Vesting Order is issued or such earlier date as the Purchaser and Vendor may agree.
- (b) Unless the Vendor is satisfied, in its sole and unfettered discretion, of the financial capabilities of the Purchaser to pay the balance of the Purchase Price and complete the transactions contemplated by this Agreement, which satisfaction will be evidenced by written notice of the Vendor to the Purchaser on or prior to 5:00 pm on the first Business Day following September 17, 2010 (the "**Hangar Bid Deadline**"), the Purchaser shall deposit, together with the Deposit, the balance of the Purchase Price in escrow with the Vendor on or prior to 5:00 pm on the second Business Day following the Hangar Bid Deadline pursuant to an escrow agreement between the Purchaser and the Vendor, in a form satisfactory to the Purchaser and Vendor, acting reasonably, which agreement shall include, without limitation, release of the escrowed funds representing the Purchase Price upon joint direction of the Purchaser and the Vendor on the Closing Date and release of the Deposit pursuant to the terms of this Agreement.
- (c) The Purchaser acknowledges that this Agreement has been entered into and delivered to the Purchaser in accordance with the Fourth Report of the Receiver dated July 20, 2010 (Court File No. CV-10-8647-00CL) and the Purchaser acknowledges receipt and review of such report which is available at <http://cfcanada.fticonsulting.com/skyservice/reports.htm>.
- (d) The Vendor and the Purchaser shall use reasonable efforts to agree prior to the Closing Date on an allocation of the Purchase Price between the Leasehold Lands and the Improvements, provided that such agreement shall in no event be a condition of the closing of the transactions contemplated by this Agreement. If the Vendor and the Purchaser do not agree on an allocation, each shall nonetheless file its tax returns with the relevant revenue authorities based on their own respective reasonable allocations.
3. **Purchaser's Conditions.** The Purchaser's obligation to carry out the transactions contemplated by this Agreement is subject to the satisfaction or waiver by the Purchaser of each of the following conditions by the date specified, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:
- (a) Closing Date. As of the Closing Date, the representations and warranties of the Vendor set out in this Agreement will be true and accurate and of the same effect as if made on and as of the Closing Date, and all the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor on or prior to the Closing Date will have been complied with or performed in all material respects.
- (b) Approval and Vesting Order. On or before to the Closing Date, the Court shall have granted the Approval and Vesting Order, and the operation and effect of the Approval and Vesting Order shall not have been stayed, reversed or dismissed at the time of closing and no appeals of such Approval and Vesting Order shall be pending.

If the condition set out in Section 3(b) is not satisfied or waived on or before the date that is fifteen (15) days after the Acceptance Date (as defined herein), the Purchaser may terminate this Agreement by notice in writing to the Vendor, in which event the Deposit, together with all interest accrued thereon, shall, subject to Section 2 of this Agreement, be returned to the Purchaser and the Vendor's and the Purchaser's obligations under this Agreement shall be null and void and of no further force or effect whatsoever.

4. **Vendor's Conditions.** The Vendor's obligation to carry out the transactions contemplated by this Agreement is subject to the satisfaction or waiver by the Vendor of each of the following conditions by the date specified, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

- (a) **Closing Date.** As of the Closing Date, the representations and warranties of the Purchaser set out in this Agreement will be true and accurate and of the same effect as if made on and as of the Closing Date, and all the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser on or prior to the Closing Date will have been complied with or performed in all material respects.
- (b) **Approval and Vesting Order.** On or before to the Closing Date, the Court shall have granted the Approval and Vesting Order, and the operation and effect of the Approval and Vesting Order shall not have been stayed, reversed or dismissed at the time of closing and no appeals of such Approval and Vesting Order shall be pending.

If the condition set out in Section 4(b) is not satisfied or waived on or before the date that is fifteen (15) days after the Acceptance Date, the Vendor may terminate this Agreement by notice in writing to the Purchaser, in which event the Deposit, together with all interest accrued thereon, shall, subject to Section 2 of this Agreement, be returned to the Purchaser and Vendor's and Purchaser's obligations under this Agreement shall be null and void and of no further force or effect whatsoever.

5. **Condition for Vendor and Purchaser.** The Vendor's and Purchaser's obligation to carry out the transactions contemplated by this Agreement is subject to, on or before the Closing Date, the Vendor and the Purchaser receiving, at the sole cost of the Vendor, a consent from the GTAA pursuant to the GTAA Lease for the assignment thereof to the Purchaser (the "**GTAA Consent**") or an order from the Court authorizing the assignment of the GTAA Lease to the Purchaser without consent ("**GTAA Lease Court Order**"), all in form and content satisfactory to the Purchaser and the Vendor, each acting reasonably (the GTAA Consent and GTAA Lease Court Order are collectively referred to as "**GTAA Lease Approvals**"). The Vendor shall be responsible for applying for and obtaining at its cost either GTAA Lease Approval, as determined by the Vendor in its sole, unfettered and subjective discretion; the obligation of the Vendor to obtain either GTAA Lease Approval shall be on a commercially reasonable efforts basis. The parties will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing. The parties shall keep one another informed on a timely basis as to communications with the GTAA and the Court, as applicable. The parties shall, on a timely basis, provide each other with copies of the filing(s) and any notices or correspondence relating to the GTAA Lease Approvals. All costs in connection with obtaining the GTAA Lease Approvals shall be borne by the Vendor, save any costs of the Purchaser in supplying assistance and information in accordance with the Lease, which costs shall be borne by the Purchaser. The condition set forth in this Section 5 is for the mutual benefit of the Vendor and the Purchaser and may be waived in whole or in part only by both of them, each by notice to the other before the applicable date referred to above, without prejudice to their respective right to terminate this Agreement in the event of the non-satisfaction of any other condition or conditions not so waived. If this condition is not satisfied or waived on or before the Closing Date, either the Vendor or Purchaser may terminate this Agreement by notice in writing to the other, in which event the Purchaser's and Vendor's obligations under this Agreement shall be null and void and of no further force or effect whatsoever.

6. **Liability of FTI.** The Purchaser acknowledges that, notwithstanding any provision to the contrary herein, FTI Consulting Canada Inc. ("**FTI**") has entered into this Agreement solely in its capacity as a court appointed receiver of all of the assets, undertakings and properties of Skyservice and not in its personal or corporate capacity and that FTI shall in no circumstances incur any personal liability whatsoever in connection with this Agreement.

7. **As Is, Where Is.** The Purchaser acknowledges and agrees that:

- (a) on the Closing Date, title to the Purchased Assets shall be subject to the Permitted Encumbrances;

- (b) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Purchased Assets, including without limitation, the physical and environmental condition of the Leasehold Lands and Improvements, and the review of the documentation made available to the Purchaser pursuant to this Agreement, and the Purchaser acknowledges that it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith; and
- (c) the Vendor is selling the Purchased Assets on an “as is, where is” basis as they shall exist on the Closing Date and no adjustments shall be made for any changes in the condition of any Purchased Assets (other than the specific adjustments in Section 15 below). The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not warrant, covenant or guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets, and the nature and quantum of the claims against the Purchased Assets, in each case as it deemed appropriate and has satisfied itself with regard to these matters; no representation, warranty or condition is expressed or can be implied as to title, description, fitness for purpose, merchantability, condition, assignability, collectability, quantity, outstanding amount, value or quality of, or in respect of any Purchased Assets or any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell same, save and except as expressly represented or warranted herein; and without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) do not apply hereto and are hereby waived by the Purchaser. The risk of loss of the Purchased Assets shall remain with the Vendor until the Closing Date and any property, liability and other insurance shall remain the responsibility of the Vendor until the transfer/vesting of the Purchased Assets on the Closing Date.

The Vendor shall have no obligations or responsibility to the Purchaser after the Closing Date with respect to any matter relating to the Purchased Assets or the condition thereof save as otherwise expressly provided in this Agreement. The provisions of this Section 7 shall not merge on, but shall survive, closing on the Closing Date.

8. **Contracts.** The Vendor shall assign to the Purchaser on the Closing Date only such Contracts that do not contain a restriction prohibiting the assignment thereof and such Contracts that contain a restriction prohibiting the assignment thereof but where consent from the counterparty is obtained by the Closing Date (the “**Assignable Contracts**”). The costs of obtaining such consents shall be borne by the Purchaser. The Vendor will be under no obligation to assign to the Purchaser Contracts that contain a restriction prohibiting the assignment thereof but where consent is not obtained from the counterparty by the Closing Date.

9. **Vendor’s Representations.** The Vendor covenants, represents and warrants to and in favour of the Purchaser that:

- (a) **Section 116.** Skyservice is not now, and will on the Closing Date not be, a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada).
- (b) **Authority of the Receiver.** Upon the making of the Court of the Approval and Vesting Order, (i) the Receiver will have all necessary power and authority to perform its obligations under this Agreement and all other documents contemplated hereby and thereby and to convey all right, title and interest of the Receiver in and to the Purchased Assets to the Purchaser as contemplated hereby; and (ii) this Agreement will constitute a legal, valid and binding obligation of the Receiver, enforceable against it in accordance with the terms hereof.

10. **Purchaser’s Representations.** The Purchaser covenants, represents and warrants to and in favour of the Vendor that the Purchaser has all necessary power and authority to perform its obligations under this Agreement and all other documents contemplated hereby and thereby and this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof.

11. **Vendor’s Deliveries.** The Vendor will provide to the Purchaser within 5 days after the date of execution and acceptance of this Agreement:

- (a) Copies of the Contracts that, to the actual knowledge of the Vendor, are in the Vendor’s possession or control.

- (b) Copies of all plans of survey, plans, specifications and drawings for the Leasehold Lands and Improvements that, to the actual knowledge of the Vendor, are in the Vendor's possession or control.
- (c) Authorizations addressed to such governmental offices, officials and authorities as the Purchaser may reasonably request (such request to be made not more than one day after the date of execution of this Agreement) authorizing disclosure to the Purchaser's solicitors of any matters relating to the Purchased Assets. Such authorizations shall not contain requests for any inspections other than the Purchased Assets.
- (d) Copies of all documents that, in the actual knowledge of the Vendor, are in the Vendor's possession or control pertaining to the environmental status of the Leasehold Lands, including all audits, permits, test reports or certificates of approval in respect of any environmental matters in connection with the Leasehold Lands.

12. **Interim Period.** From the date of this Agreement until the Closing Date (the "*Interim Period*"), the Vendor will allow the Purchaser, its representatives and advisers reasonable access to the Purchased Assets during normal business hours at times arranged by appointment with the Vendor to inspect and carry out non-intrusive and non-destructive tests and investigations of the Leasehold Lands and Improvements, subject to restrictions, if any, contained in the GTAA Lease. The Purchaser hereby indemnifies the Vendor to any damage or claim that may result from Purchaser's access, tests or investigations. The Vendor will not enter into any leases, agreements or other instruments affecting the Leasehold Lands and Improvements during the Interim Period without the prior written consent of the Purchaser, which will not be unreasonably withheld or delayed. The Vendor will provide the Purchaser with all information it may reasonably require to decide whether to provide its consent to any such matters.

13. **Permitted Encumbrances.** The Purchaser shall:

- (a) accept title to the Purchased Assets and subject to the Permitted Encumbrances;
- (b) satisfy itself as to the due compliance with the provisions of such Permitted Encumbrances and the GTAA Lease; and
- (c) strictly observe, perform and adhere to the covenants, obligations and restrictions imposed on the owner of the Purchased Assets as set out in the Permitted Encumbrances and the GTAA Lease.

14. **Approval and Vesting Order.** Subject to Section 5 of this Agreement, the Vendor agrees that it will diligently apply to the Court for the Approval and Vesting Order. The Purchaser shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Court's approval, including without limitation, such information as the Vendor may require to reasonably evaluate the Purchaser's financial ability to perform its obligations under this Agreement.

15. **Adjustments.** Any realty taxes and water rates and rent payable by the Vendor under the GTAA Lease will be apportioned and adjusted as of the Closing Date (the day itself to be apportioned to the Purchaser). Notwithstanding the foregoing, the aggregate amount of any adjustments or readjustments pursuant to the undertaking described in Section 17(e) shall not exceed \$100,000 in favour of the Purchaser. Any insurance maintained by the Vendor will not be transferred as of the Closing Date but will remain the responsibility of the Vendor until the Closing Date. The solicitor for the Vendor will deliver a statement of adjustments for realty taxes and water rates to the solicitor for the Purchaser not less than 3 Business Days prior to the Closing Date.

16. **Taxes.** The Purchaser shall pay all applicable taxes in addition to the Purchase Price. No goods and services tax or harmonized sales tax will be paid by the Purchaser to the Vendor with respect to the purchase by the Purchaser of the Purchased Assets if the Purchaser provides to the Vendor on or prior to the Closing Date a certificate and indemnity of the Purchaser (a) indicating the Purchaser's registration number for the purposes of the Goods and Services Tax or Harmonized Sales Tax imposed under the Excise Tax Act (Canada) and (b) indemnifying the Vendor for failure of the Purchaser to pay such applicable taxes in connection with the purchase of the Purchased Assets (whether arising from a reassessment or otherwise) and failure to file any returns or other documents required to be filed by the Purchaser with the relevant taxing authorities in connection with the purchase of the Purchased Assets.

17. **Closing Arrangements and Vendor's Deliveries.** Subject to the terms and conditions of this Agreement, this Agreement will be completed at 10:00 a.m. (Toronto time) on the Closing Date at the offices of McCarthy Tétrault LLP in Toronto, Ontario. On the Closing Date, the Vendor will deliver to the Purchaser the following documents:

- (a) **Approval and Vesting Order.** The Approval and Vesting Order.
- (b) **General Conveyance.** A general conveyance of the Purchased Assets (other than the GTAA Lease), which shall include an assignment and assumption of the Assignable Contracts and Permitted Encumbrances.
- (c) **Assignment of GTAA Lease.** An assignment and assumption of the GTAA Lease together with the Lease GTAA Approval. The Purchaser shall be responsible for all costs and expenses (including land transfer tax) relating to such assignment and the registration thereof.
- (d) **Certificate.** A Certificate of the Vendor certifying that Skyservice is not a non-resident within the meaning of S. 116 of the Income Tax Act (Canada) and that the representations and warranties of the Vendor contained in this Agreement are true and accurate as of the Closing Date.
- (e) **Undertaking.** An undertaking to adjust and readjust any items properly adjustable pursuant to this Agreement for a period for 60 days following the Closing Date.
- (f) **Keys.** A set of keys and entry devices with respect to the Improvements and the combination of any locks or vaults to the extent same are in the possession and control of the Vendor.
- (g) **Vacant Possession.** Subject to the GTAA Lease, vacant possession of the Improvements.

18. **Closing Deliveries of the Purchaser.** Subject to the terms of this Agreement, the Purchaser will on the Closing Date deliver to the Vendor the balance of the Purchase Price (plus any applicable taxes that the Vendor is required by applicable law to collect from the Purchaser) by bank draft payable to the Vendor, or as the Vendor may in writing direct; an undertaking to readjust; the GST or HST certificate referred to in Section 16 and such other documentation relating to the completion of this Agreement as the Vendor may reasonably require.

19. **Risk.** All buildings and improvements on the Leasehold Lands will be and remain until the Closing Date at the risk of the Vendor. Until completion of this Agreement, the Vendor will maintain its current insurance on the Leasehold Lands and Improvements. Pending completion, the Vendor will hold all insurance policies, if any, and the proceeds from any such policies in trust for the parties as their interests may appear. Subject to the GTAA Lease, in the event of damage to the Leasehold Lands and Improvements in excess of 25% of the replacement cost to the Improvements, the Purchaser may either terminate this Agreement and have the Deposit and other monies paid under this Agreement by the Purchaser returned together with any accrued interest or, at its option where the proceeds of any insurance are available, take the proceeds of any insurance and complete the purchase.

20. **General.** Time will in all respects be of the essence of this Agreement. Any tender of documents or money may be made upon the Vendor or the Purchaser or upon their respective solicitors and money may be tendered by certified cheque or bank draft. This Agreement will be binding upon and enure to the benefit of the Vendor and the Purchaser and their respective successors and assigns. The Purchaser shall not have the right to assign this Agreement to any corporation or person without the consent of the Vendor which consent may be unreasonably withheld, provided the Purchaser shall be entitled to assign this Agreement to an Affiliate (as defined in the Business Corporations Act (Ontario)) of the Purchaser; if such assignment is consented to by the Vendor or is made to an Affiliate of the Purchaser, such assignee shall agree in writing with the Vendor to be bound by the Purchaser's obligations under this Agreement; provided that upon such assignment, the Purchaser will not be released from its obligations under this Agreement. This Agreement shall merge on Closing except for Sections 2, 6, 7, 12, 13, 15, 16, 19, 20, and 24. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement. Counterparts may be executed either in an original, email or fax form and the parties agree to adopt any signature received by facsimile as original signatures, provided however that any party providing its signature in such manner promptly forwards to the other party an original of the signed copy of this Agreement which was so emailed or faxed. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated in all respects as an Ontario contract. The use of headings in this Agreement is for convenience of reference only and will not affect the meaning or construction of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of

this Agreement and supersedes all prior agreements, warranties or representations, discussions and negotiations with respect to this Agreement, whether oral or written. If the time limited for the performance or completion of any matter in this Agreement does not fall on a day that the public offices for registering documents to be delivered pursuant to this Agreement are open for business (a "Business Day"), the time so limited will extend to the next following Business Day. The parties will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things to carry out the true intent of this Agreement. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favouring any party hereto by virtue of the authorship of any of the provisions of this Agreement. As used in this Agreement, the word "including" means without limitation. The headings and captions used in this Agreement or in any Schedule or Exhibit hereto are for convenience of reference only. Except as expressly set forth herein, all amounts payable hereunder and set forth in this Agreement are expressed in Canadian dollars. No waiver of or amendment to any provision of this Agreement, or any rights or obligations of any party hereto, will be effective except pursuant to a written instrument signed by all of the parties hereto. Any waiver will be effective only for the specific purpose stated in such writing. If any provision of this Agreement is held to be unenforceable, in whole or in part, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

21. **Electronic Registration.** The Vendor and the Purchaser acknowledge that the electronic registration system (the "Teraview Electronic Registration System" or "TERS") is operative in the land registry office where the Leasehold Lands are located and, accordingly, the following provisions shall prevail, namely:

- (a) the Vendor's solicitors and the Purchaser's solicitors shall each be obliged to be authorized TERS users and in good standing with the Law Society of Upper Canada, and they are hereby authorized by the parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any successor version thereto (the "Document Registration Agreement" or "DRA"), together with the additional requirement that the registering solicitor shall also be obliged to provide the non-registering solicitor with a copy of the registration report printed by TERS upon the registration of the electronic documents, as evidence of the registration thereof, within one Business Day following the Closing Date. It is understood and agreed that the DRA shall outline or establish the procedures and timing for completing the transactions contemplated by this Agreement electronically, and shall be executed by both the Vendor's solicitors and the Purchaser's solicitors and exchanged by courier or facsimile transmission between such solicitors (such that each solicitor has a photocopy or faxed copy of the DRA duly executed by both solicitors) by no later than one Business Day before the Closing Date;
- (b) the delivery and exchange of the closing documents and the balance of the Purchase Price, and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the assignment of the GTAA Lease and other closing documents, if any, to be registered electronically; and
 - (ii) shall be governed by the DRA, pursuant to which the solicitor receiving any closing documents, or the balance of the Purchase Price, will be required to hold the same in escrow, and will not be entitled to release the same except in strict accordance with the provisions of the DRA;
- (c) each of the parties agrees that the delivery of any of the closing documents not intended or required to be registered against title to the Leasehold Lands shall, unless the parties otherwise agree, be by way of delivery of originally signed copies thereof on the Closing Date to the other party or its solicitor; and
- (d) notwithstanding anything contained in this Agreement or in the DRA to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the "Tendering Party") upon the other party (in this Section called the "Receiving Party") when the solicitor for the Tendering Party has:
 - (i) delivered all applicable closing documents and/or the balance of the Purchase Price to the Receiving Party's solicitor in accordance with the provisions of this Agreement and the DRA;

- (ii) advised the solicitor for the Receiving Party in writing that the Tendering Party is ready, willing and able to complete the transactions contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
- (iii) completed all steps required by TERS in order to complete the transactions contemplated by this Agreement that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the transfer/deed(s) and any other closing document, if any, to be registered electronically for completeness and granted "access" to the Receiving Party's solicitor (but without the Tendering Party's solicitor releasing the same for registration by the Receiving Party's solicitor).

22. **Planning Act.** This Agreement will be effective to create an interest in the GTAA Lease and the Leasehold Lands only if the provisions of the Planning Act (Ontario) are complied with.

23. **Notice.** Any notice, certificate, consent, waiver, amendment or other written communication required or permitted to be given under the Agreement will be in writing made by the parties or their respective solicitors and will be effectively given and made if delivered personally or by facsimile communication:

- (a) in the case of the Vendor, addressed to it at:

c/o FTI Consulting Canada Inc.
 TD Waterhouse Tower
 79 Wellington Street
 Suite 2010
 Toronto, ON M5K 1G8
 Attention: Nigel Meakin
 Facsimile No. (416) 649-8101

and at:

c/o FTI Consulting Canada Inc.
 Suite 500
 900 West Hastings Street
 Vancouver, BC V6C 1E5
 Attention: Jamie Engen
 Facsimile No. (604) 696-5571

with a copy to:

McCarthy Tétrault LLP
 Box 48, Suite 5300
 Toronto Dominion Bank Tower
 Toronto, ON M5K 1E6
 Attention: Jamey Gage and Jonathan See
 Facsimile No. (416) 868-0673

- (b) and in the case of the Purchaser, addressed to it at:

Attention:

Facsimile No.

Any communication given or made will be deemed to have been given or made on the day it was received unless (i) it was received after 5 p.m., or (ii) if such day is not a Business Day, in each of which cases it will be deemed to have been given and made and to have been received on the next following Business Day.

24. **Commissions.** The Purchaser warrants that it has not used an agent in respect of this Agreement. The Purchaser hereby indemnifies the Vendor with respect to any damage, claim or loss that results from any breach of the representation in this Section 24.

25. **Acceptance of Offer.** This Agreement has been executed by the Purchaser and presented to the Vendor as an offer for acceptance by delivery of an original executed copy to the Purchaser on or prior to 5:00 p.m. on _____, 2010 (the "Acceptance Date"), failing which this Agreement will be null and void and of no further force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement.

By: _____
Name:
Title:

By: _____
Name:
Title:

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of all the assets, undertakings and properties of Skyservice Airlines Inc. and not in its personal or corporate capacity

By: _____
Name:
Title:

By: _____
Name:
Title:

- Schedule A - Contracts
- Schedule B – The Excluded Assets
- Schedule C – Leasehold Lands
- Schedule D – Permitted Encumbrances
- Schedule E – GTAA Lease

SCHEDULE A
CONTRACTS

SCHEDULE B
EXCLUDED ASSETS

1. All Chattels.
2. The AMO licence issued to Skyservice by the Transport Canada for the approval for maintenance of aircraft.

SCHEDULE C
LEASEHOLD LANDS

Legal Description:

PIN 13526-0009 (LT)

Part of Lot 9, Land Registrar's compiled plan no. 1006, designated as Part 2, Reference Plan 43R-11367, S/T and T/W easements described in RO1129884, Mississauga, Ontario

SCHEDULE D

PERMITTED ENCUMBRANCES

- (1) Restrictions, easements, rights-of-way, restrictive covenants, building schemes, licenses, servitudes, watercourse, right of water, right of access or user, airport, zoning regulations, or other similar rights in land (including, without limitation, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph cable television conduits, poles, wires or cables) granted to or reserved by other persons and rights reserved or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant, agreement or permit, including the right to terminate same or to require annual payments as a condition to the continuance thereof, which do not materially adversely affect the marketability of the Leasehold Lands and Improvements.
- (2) Security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the development, management, ownership and operation of the Leasehold Lands and Improvements.
- (3) The reservations, exceptions, limitations, provisions and conditions expressed in the original grant from the Crown, as the same may varied by statute.
- (4) Subdivision agreements, site plan control agreements, servicing agreements, encroachment agreements, development agreements, tunnel agreements, and other similar agreements with governmental authorities affecting the development or use of the Leasehold Lands and Improvements and security given therefor, provided same are in good standing in all material respects.
- (5) Facility sharing, cost sharing, common use, servicing, reciprocal, tunnel or other similar agreements relating to the use and/or operation of the Leasehold Lands and Improvements and/or adjoining properties and security given by the parties thereto to each other to secure the performance of their respective obligations thereunder.
- (6) Encumbrances respecting minor encroachments by the Leasehold Lands and Improvements over neighbouring lands or easements or rights-of-way and/or improvements on neighbouring lands encroaching on the Leasehold Lands and Improvements including, without limitation any encroachments as shown on the Survey or any rights of adverse possession which neighbouring property owners may enjoy as the result of the location of fences located on the Leasehold Lands.
- (7) Title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Leasehold Lands and Improvements for the purposes for which they are presently held.
- (8) All liens, encumbrances, restrictions, easements, rights of way, leases and tenancies, agreements, restrictions, instruments and interests affecting or registered against title to the Leasehold Lands and Improvements or the lands and premises described in PIN 13526-0009 (LT) from time to time, except for the following registrations to be discharged on the Closing Date pursuant to the Approval and Vesting Order:
 - (a) Notice of Charge of Lease registered on October 22, 2007 as Instrument No. PR1357827;
 - (b) Application registered on March 30, 2010 as Instrument No. PR1797692.

SCHEDULE E

GTAA LEASE