

Court of Appeal File No.: C53721  
Court File No.: 10-8647-00CL  
Court File No.: 10-8651-00CL  
Court File No.: 10-8657-00CL  
Court File No.: 10-8658-00CL

**COURT OF APPEAL FOR ONTARIO**

**IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.** of the City of Toronto, in the Province of Ontario

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 56 of the *Civil Air Navigation Services Commercialization Act*, S.C. 1996, c. 20, as amended (Application by NAV Canada)

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 9 of the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c. 5 (Application by the Greater Toronto Airports Authority)

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 9 of the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c. 5 (Application by the Ottawa MacDonald-Cartier International Airport Authority)

**JOINT COMPENDIUM OF THE RESPONDENTS NAV CANADA,  
GREATER TORONTO AIRPORTS AUTHORITY, AND  
OTTAWA MACDONALD-CARTIER INTERNATIONAL AIRPORT AUTHORITY**

August 9, 2011

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# TAB A

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

THE HONOURABLE )  
JUSTICE MORAWETZ ) WEDNESDAY, THE 31ST DAY  
OF MARCH, 2010

IN THE MATTER OF AN APPLICATION pursuant to Section 9 of the  
*Airport Transfer (Miscellaneous Matters) Act, S.C. 1992, c. 5*

BETWEEN:

GREATER TORONTO AIRPORTS AUTHORITY

Applicant

**ORDER**



THIS APPLICATION, made by the Applicant, the Greater Toronto Airports Authority (the "GTAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, made without notice, and on reading the affidavit of Jason Boyd sworn March 31, 2010 and on hearing the submissions of counsel for the GTAA, counsel for NAV CANADA, counsel for FTI Consulting Canada Inc. in its capacity as court appointed receiver (the "Receiver") of the property, assets and undertaking of Skyservice Airlines Inc. (the "Debtor"), counsel for ORIX Aviation Systems Limited, MCAP Europe Limited, Jetscape, Inc., Aircastle Advisor LLC and GE Capital Aviation Services, counsel for CIT Leasing Corporation, counsel for Thomson Airways Limited and counsel for Thomas Cook Canada Inc. (collectively, the "Interested Parties"),

1. THIS COURT ORDERS that this application and an application by NAV CANADA under Section 56 of the *Civil Air Navigation Services Commercialization Act*, S.C. 1996, chapter 20 (the "Applications") for orders, among other things, seizing and detaining the aircraft owned or operated by the Debtor bearing serial numbers 29941 (Mark number C-FLEU), 25053 (Mark number C-GMYH), 1605 (Mark number C-GTDH), 1571 (Mark number C-GTDG), 32477 (Mark number C-GTBB), 1411 (Mark number C-FRAA) and 1780 (Mark number C-GTDP) (together the "Ontario Aircraft"), pending payment of the sum outstanding for fees and charges claimed by the GTAA and NAV CANADA, are hereby adjourned to April 12, 2010.

2. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, no person, including the Receiver, shall take or cause any steps to be taken to possess or repossess the Ontario Aircraft or any other aircraft owned or operated by the Debtor (with the Ontario Aircraft, the "Aircraft") or to dispossess the Debtor of the Aircraft, including, without limitation, the giving of any notice of termination under applicable leases, the seizure or taking control of any log books, certificates of registration or certificates of air worthiness, the changing of the registration of any Aircraft or the deregistration of any Aircraft.

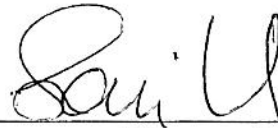
3. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, NAV CANADA is hereby authorized and directed to deny all civil air navigation services in respect of the Aircraft and that no person shall fly the Aircraft or cause the Aircraft to be flown.



4. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, the Receiver and/or any affected aircraft lessors may take any reasonable steps to inspect, protect and preserve the aircraft including performing and documenting any required maintenance procedures (the "Maintenance").

5. THIS COURT ORDERS that pending the hearing and determination of the Applications or further order of the Court obtained on notice to the Interested Parties, Thomson Airways Limited, the lessor of the aircraft bearing serial number 29941 (Mark C-FLEU) is directed to cause the aircraft to be repositioned to a location at Toronto Pearson International Airport designated by the GTAA by no later than 5:00 p.m. on April 1, 2010, failing which the GTAA is authorized to cause the aircraft to be so repositioned (the "Relocation").

6. THIS COURT ORDERS that neither the Maintenance nor the Relocation shall constitute or be deemed to constitute the exercise of custody or control or possession in respect of any Aircraft



—  
—Morawetz J.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

APR 01 2010

PER / PAR: TV

**BETWEEN:**

**GREATER TORONTO AIRPORTS AUTHORITY**  
- Applicant -

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

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**Counsel for the Applicant,**  
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# **TAB B**

**Greater Toronto Airports Authority**  
**Airline Charge Detail Report**  
Detail Flight Charges Generated for Invoice Number: 10003699

Report: ER0001

Client Company: 00000737 - Skyservice Airlines Inc. \* (Agreement #: 001953)

Date	Flight Number	Aircraft Identifier	ATA Subtype	Class	Origin	Time	Time	Time	Time	Landing Fee	Terminal	Month	Total
03/18/2010	SSV5041	C-FOJZ	320	C	MBJ	00:25				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV3007	C-FLOX	782	C	SNU	00:54				3,474.7200	1,803.8500	5,278.5700	
03/18/2010	SSV5007	C-FFAN	782	C	AZS	00:58				3,474.7200	1,812.2400	5,286.9600	
03/18/2010	SSV5001	C-FRAA	320	C	CUN	01:16				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV2001	C-GOEV	782	C	CUN	01:31				3,474.7200	1,803.8500	5,278.5700	
03/18/2010	SSV2073	C-FLOX	782	C	CUN	15:07				3,474.7200	1,803.8500	5,278.5700	
03/18/2010	SSV5043	C-FOJZ	320	C	MBJ	15:13				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV5055	C-FRAA	320	C	POP	16:39				2,346.9600	1,510.2000	3,857.1600	
03/17/2010	SSV5027	C-FOJZ	320	C	PUJ	01:38				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV5075	C-GMYH	782	C	NAS	13:44				3,474.7200	1,812.2400	5,286.9600	
03/18/2010	SSV5011	C-FRAA	320	C	VRA	14:10				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV5001	C-FFAN	782	C	CUN	15:08				3,474.7200	1,812.2400	5,286.9600	
03/18/2010	SSV5041	C-FOJZ	320	C	MBJ	15:16				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV5055	C-FULD	782	J	POP	15:34				3,474.7200	1,820.6300	5,295.3500	
03/18/2010	SSV5027	C-FFLA	782	C	PUJ	15:51				3,474.7200	1,820.6300	5,295.3500	
03/18/2010	SSV2028	C-GTDH	320	C	PUJ	16:15				2,346.9600	1,510.2000	3,857.1600	
03/18/2010	SSV3033	C-GOEV	782	C	LIR	17:46				3,474.7200	1,803.8500	5,278.5700	
03/18/2010	SSV3085	C-GTDG	320	C	VRA	23:31				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV5009	C-FOJZ	320	C	CUN	00:43				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV3083	C-GTDH	320	C	HOG	01:20				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV5073	C-GMYH	782	C	SJD	01:29				3,474.7200	1,812.2400	5,286.9600	
03/19/2010	SSV5065	C-FFAN	782	C	PUJ	01:30				3,474.7200	1,812.2400	5,286.9600	
03/19/2010	SSV5087	C-FRAA	320	C	PVR	01:49				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV5053	C-FULD	782	C	POP	02:13				3,474.7200	1,820.6300	5,295.3500	
03/19/2010	SSV7059	C-GMYH	782	C	MCO	13:12				3,474.7200	1,812.2400	5,286.9600	
03/18/2010	SSV5021	C-FOJZ	320	C	CUN	14:55				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV3075	C-GTDG	320	C	CUN	14:56				2,346.9600	1,510.2000	3,857.1600	
03/19/2010	SSV5001	C-FFLA	782	C	CUN	15:20				3,474.7200	1,820.6300	5,295.3500	
03/18/2010	SSV5055	C-FULD	782	C	POP	15:26				3,474.7200	1,820.6300	5,295.3500	

**Greater Toronto Airports Authority**  
**Airline Charge Detail Report**  
Detail Flight Charges Generated for Invoice Number: 10003699  
Client Company: 00000737 - Skyservice Airlines Inc. \* (Agreement #: 001953)

Report: ER0001

Date	Flight Number	Aircraft Identifier	IATA Subtype	Fir Type	Origin	Time	Anti-Coll	Landing Fee	Terminal Fee	Movement Total
03/19/2010	SSV2045	C-GOEV	752	C	MBJ	15:37	I	3,474.7200	1,803.6500	5,278.5700
03/18/2010	SSV3028	C-GTDH	320	C	PUJ	15:39	I	2,346.9600	1,510.2000	3,857.1600
03/19/2010	SSV5077	C-FRAA	320	C	AUA	16:46	I	2,346.9600	1,510.2000	3,857.1600
03/18/2010	SSV3089	C-GTBB	752	C	HUX	23:15	I	3,474.7200	1,803.6500	5,278.5700
03/20/2010	SSV5067	C-GMYH	752	C	PVR	03:46	I	3,474.7200	1,812.2400	5,286.9600
03/20/2010	SSV7085	C-FRAA	320	J	FLU	03:59	T	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV2011	C-GTDH	320	C	SNU	01:09	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5043	C-FULD	752	C	MBJ	01:24	I	3,474.7200	1,820.6300	5,295.3500
03/20/2010	SSV2037	C-GTDG	320	C	PUJ	01:24	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5065	C-FFAN	752	C	PUJ	01:40	I	3,474.7200	1,812.2400	5,286.9600
03/20/2010	SSV5003	C-FFLA	752	C	CUN	01:43	I	3,474.7200	1,820.6300	5,295.3500
03/20/2010	SSV6035	C-GTDP	320	C	PUJ	01:54	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV6023	C-GUEW	320	C	SNU	02:00	J	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV7059	C-GMYH	752	J	MCO	13:32	T	3,474.7200	1,812.2400	5,286.9600
03/20/2010	SSV3045	C-GTDG	320	C	MBJ	14:10	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV3273	C-GTBB	752	C	CUN	15:15	I	3,474.7200	1,803.6500	5,278.5700
03/20/2010	SSV6051	C-GUEW	320	C	POP	15:18	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5043	C-GTDP	320	C	MBJ	16:25	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5055	C-FULD	752	C	POP	16:36	I	3,474.7200	1,820.6300	5,295.3500
03/20/2010	SSV6035	C-FRAA	320	C	MBJ	16:48	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5041	C-FFAN	752	C	MBJ	16:12	I	3,474.7200	1,812.2400	5,286.9600
03/20/2010	SSV3029	C-GTDH	320	C	PUJ	17:14	I	2,346.9600	1,510.2000	3,857.1600
03/20/2010	SSV5001	C-FFLA	752	C	CUN	18:23	I	3,474.7200	1,820.6300	5,295.3500
03/20/2010	SSV5073	C-GTSJ	752	C	SJD	20:04	I	3,474.7200	1,820.6300	5,295.3500
03/20/2010	SSV3001	C-GOEV	752	C	CUN	22:51	I	3,474.7200	1,803.6500	5,278.5700
03/21/2010	SSV6017	C-FULD	752	C	COC	00:48	I	3,474.7200	1,820.6300	5,295.3500
03/21/2010	SSV3041	C-FLEU	752	C	MBJ	01:10	I	3,474.7200	1,803.6500	5,278.5700
03/21/2010	SSV6037	C-GUEW	320	C	PUJ	01:23	I	2,346.9600	1,510.2000	3,857.1600
03/21/2010	SSV6053	C-FRAA	320	C	POP	01:26	I	2,346.9600	1,510.2000	3,857.1600

Printed: 05/20/2010  
Page: 3 of 7

**Greater Toronto Airports Authority**  
**Airline Charge Detail Report**  
Detail Flight Charges Generated for Invoice Number: 10003699

Report: ER0101

Client Company: 00000737 - Skyservice Airlines Inc. \* (Agreement #: 001953)

Date	Flight Number	Aircraft Identifier	ATA Subtype	File Type	Origin	Destination	Time	Days	Rate	Terminal	Terminal Fee	Terminal Total
03/21/2010	SSV9031	C-GTDS	320	C	PUJ	I	01:23	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV5089	C-GMYH	752	C	LIR	I	01:33	I	3,474.7200	1,812.2400	5,286.9600	
03/21/2010	SSV2029	C-GTBB	752	C	PUJ	I	01:58	I	3,474.7200	1,803.8500	5,278.5700	
03/21/2010	SSV3095	C-GTDH	320	C	VRA	I	02:00	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV5065	C-FFAN	752	C	PUJ	I	03:36	I	3,474.7200	1,812.2400	5,286.9600	
03/21/2010	SSV5009	C-FFLA	752	C	CUN	I	04:38	I	3,474.7200	1,820.6300	5,295.3500	
03/21/2010	SSV7059	C-FFAN	752	J	MCO	T	13:04	T	3,474.7200	1,812.2400	5,286.9600	
03/21/2010	SSV6017	C-GMYH	752	C	CCC	I	18:14	I	3,474.7200	1,812.2400	5,286.9600	
03/21/2010	SSV3085	C-GTDH	320	C	VRA	I	14:49	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV5055	C-GUEW	320	C	POP	I	15:16	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV5041	C-FFLA	752	C	MBJ	I	15:27	I	3,474.7200	1,820.6300	5,295.3500	
03/21/2010	SSV6031	C-FRAA	320	C	MZT	I	16:27	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV6077	C-FULD	752	C	AUA	I	17:35	I	3,474.7200	1,820.6300	5,295.3500	
03/21/2010	SSV9037	C-GTDS	320	C	PUJ	I	18:15	I	2,346.9600	1,510.2000	3,857.1600	
03/21/2010	SSV3073	C-FUBG	752	C	CUN	I	18:33	I	3,474.7200	1,803.8500	5,278.5700	
03/21/2010	SSV5089	C-GTSL	752	C	LIR	I	21:33	I	3,474.7200	1,820.6300	5,295.3500	
03/21/2010	SSV6051	C-GMYH	752	C	POP	I	23:45	I	3,474.7200	1,812.2400	5,286.9600	
03/21/2010	SSV3083	C-GTDH	320	C	HOG	I	23:51	I	2,346.9600	1,510.2000	3,857.1600	
03/22/2010	SSV9053	C-GTDP	320	C	POP	I	00:57	I	2,346.9600	1,510.2000	3,857.1600	
03/22/2010	SSV5083	C-FFAN	752	C	CUR	I	01:23	I	3,474.7200	1,812.2400	5,286.9600	
03/22/2010	SSV5065	C-GUEW	320	C	PUJ	I	01:55	I	2,346.9600	1,510.2000	3,857.1600	
03/22/2010	SSV5027	C-FFLA	752	C	PUJ	I	01:56	I	3,474.7200	1,820.6300	5,295.3500	
03/22/2010	SSV6076	C-FULD	752	C	NAS	I	02:09	I	3,474.7200	1,820.6300	5,295.3500	
03/22/2010	SSV5045	C-FRAA	320	C	VRA	I	02:15	I	2,346.9600	1,510.2000	3,857.1600	
03/22/2010	SSV3011	C-FFAN	752	C	VRA	I	14:20	I	3,474.7200	1,812.2400	5,286.9600	
03/22/2010	SSV2035	C-GOEV	752	C	POP	I	15:37	I	3,474.7200	1,803.8500	5,278.5700	
03/22/2010	SSV2029	C-FLOX	752	C	PUJ	I	16:04	I	3,474.7200	1,803.8500	5,278.5700	
03/22/2010	SSV2051	C-GTDG	320	C	PVR	I	16:50	I	2,346.9600	1,510.2000	3,857.1600	
03/22/2010	SSV6057	C-FULD	752	C	PVR	I	17:11	I	3,474.7200	1,820.6300	5,295.3500	

Greater Toronto Airports Authority  
Airline Charge Detail Report  
Detail Flight Charges Generated for Invoice Number: 10003699

Report: ER0001

Client Company: 00000737 - SkyService Airlines Inc. \* (Agreement #: 001953)

Flight Number	Carrier	Subline	Class	Origin	Time	Arrival	Terminal	Stop	Movement	
03/22/2010	SSV5073	C-GMYH	752	C	SJD	18:01	I	3,474,7200	1,812,2400	5,286,9600
03/22/2010	SSV5026	C-FFLA	752	C	SJD	23:58	I	3,474,7200	1,820,6300	5,295,3500
03/23/2010	SSV5041	C-FRAA	320	C	MBJ	00:37	I	2,346,9600	1,510,2000	3,857,1600
03/23/2010	SSV3007	C-FLEU	752	C	SNU	00:44	I	3,474,7200	1,803,8500	5,278,5700
03/23/2010	SSV5001	C-GUEW	320	C	CUN	01:33	I	2,346,9600	1,510,2000	3,857,1600
03/23/2010	SSV2001	C-GOEY	752	C	CUN	01:39	I	3,474,7200	1,803,8500	5,278,5700
03/23/2010	SSV5007	C-FFAN	752	C	AZS	02:43	I	3,474,7200	1,812,2400	5,286,9600
03/23/2010	SSV2073	C-FLEU	752	C	CUN	15:14	I	3,474,7200	1,803,8500	5,278,5700
03/23/2010	SSV5043	C-FRAA	320	C	MBJ	15:35	I	2,346,9600	1,510,2000	3,857,1600
03/23/2010	SSV5055	C-GUEW	320	C	POP	16:20	I	2,346,9600	1,510,2000	3,857,1600
03/24/2010	SSV5027	C-FRAA	320	C	PUJ	02:05	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5075	C-GTDP	320	C	NAS	13:45	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5011	C-FRAA	320	C	VRA	14:18	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5055	C-FULD	752	C	POP	14:45	I	3,474,7200	1,820,6300	5,295,3500
03/25/2010	SSV5041	C-GUEW	320	C	MBJ	15:14	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5027	C-GMYH	752	C	PUJ	15:40	I	3,474,7200	1,812,2400	5,286,9600
03/25/2010	SSV2029	C-GTDH	320	C	PUJ	15:57	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5001	C-FFAN	752	C	CUN	16:02	I	3,474,7200	1,812,2400	5,286,9600
03/25/2010	SSV3033	C-FLEU	752	C	LIR	19:12	I	3,474,7200	1,803,8500	5,278,5700
03/25/2010	SSV3035	C-GTDS	320	C	VRA	00:24	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5009	C-GUEW	320	C	CUN	00:51	I	2,346,9600	1,510,2000	3,857,1600
03/25/2010	SSV5065	C-FULD	752	C	PUJ	01:08	I	3,474,7200	1,820,6300	5,295,3500
03/25/2010	SSV5073	C-FFLA	752	C	SJD	01:18	I	3,474,7200	1,820,6300	5,295,3500
03/26/2010	SSV5057	C-FRAA	320	C	PVR	01:22	I	2,346,9600	1,510,2000	3,857,1600
03/26/2010	SSV5053	C-GMYH	752	C	POP	01:38	I	3,474,7200	1,812,2400	5,286,9600
03/26/2010	SSV3063	C-GTDH	320	C	HOG	01:40	I	2,346,9600	1,510,2000	3,857,1600
03/26/2010	SSV7059	C-GMYH	752	C	MCO	13:38	T	3,474,7200	1,812,2400	5,286,9600
03/26/2010	SSV5001	C-FFLA	752	C	CUN	15:03	I	3,474,7200	1,820,6300	5,295,3500
03/26/2010	SSV5021	C-FZAZ	320	C	CUN	15:12	I	2,346,9600	1,510,2000	3,857,1600

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**Greater Toronto Airports Authority**  
**Airline Charge Detail Report**  
Detail Flight Charges Generated for Invoice Number: 10003698  
Client Company: 00000737 - SkyService Airlines Inc. \* (Agreement #: 001953)

Report: ER0001

Date	Flight Number	Aircraft	ATA	Subtype	Origin	Time	Int'l	Dom	Security Fee	Terminal Fee	Navigation Total
03/26/2010	SSV2045	C-FLOX	752	C	MBJ	15:30	I		3,474.7200	1,803.8500	5,278.5700
03/26/2010	SSV5055	C-FULD	752	C	POP	15:45	I		3,474.7200	1,820.6300	5,295.3500
03/26/2010	SSV5077	C-FRAA	320	C	AUA	17:40	I		2,346.9500	1,510.2000	3,857.1600
03/26/2010	SSV3099	C-FLEU	752	C	HUX	22:14	I		3,474.7200	1,803.8500	5,278.5700
03/26/2010	SSV2011	C-GTDH	320	C	SNU	23:33	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV6023	C-FZAZ	320	C	SNU	00:47	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV2037	C-GTDG	320	C	PUJ	00:52	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV5039	C-FFLA	752	C	CUN	01:18	I		3,474.7200	1,820.6300	5,295.3500
03/27/2010	SSV5035	C-FFAN	752	C	PUJ	01:21	I		3,474.7200	1,812.2400	5,286.9600
03/27/2010	SSV5037	C-GMYH	752	C	PVR	01:22	I		3,474.7200	1,812.2400	5,286.9600
03/27/2010	SSV5043	C-FULD	752	C	MBJ	01:30	I		3,474.7200	1,820.6300	5,295.3500
03/27/2010	SSV7085	C-FRAA	320	J	FLL	01:33	T		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV5036	C-GTDP	320	C	PUJ	01:44	I		2,346.9500	1,510.2000	3,857.1600
03/27/2010	SSV7059	C-GMYH	752	J	MCO	13:28	T		3,474.7200	1,812.2400	5,286.9600
03/27/2010	SSV3045	C-GTDG	320	C	MBJ	14:20	I		2,346.9500	1,510.2000	3,857.1600
03/27/2010	SSV6051	C-FRAA	320	C	POP	15:01	I		2,346.9500	1,510.2000	3,857.1600
03/27/2010	SSV3073	C-GTDH	320	C	CUN	15:24	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV5041	C-FFAN	752	C	MBJ	15:28	I		3,474.7200	1,812.2400	5,286.9600
03/27/2010	SSV5001	C-FFLA	752	C	CUN	15:41	I		3,474.7200	1,820.6300	5,295.3500
03/27/2010	SSV5055	C-GTDP	320	C	POP	15:51	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV3029	C-FLEU	752	C	PUJ	16:35	I		3,474.7200	1,803.8500	5,278.5700
03/27/2010	SSV6005	C-FZAZ	320	C	MBJ	16:49	I		2,346.9600	1,510.2000	3,857.1600
03/27/2010	SSV5073	C-FULD	752	C	SJD	19:47	I		3,474.7200	1,820.6300	5,295.3500
03/27/2010	SSV3031	C-FLOX	752	C	CUN	21:29	I		3,474.7200	1,803.8500	5,278.5700
03/28/2010	SSV3085	C-GTDH	320	C	VRA	00:28	I		2,346.9600	1,510.2000	3,857.1600
03/28/2010	SSV5009	C-FFLA	752	C	CUN	01:16	I		3,474.7200	1,820.6300	5,295.3500
03/28/2010	SSV6053	C-FRAA	320	C	POP	01:24	I		2,346.9600	1,510.2000	3,857.1600
03/28/2010	SSV5088	C-GMYH	752	C	LIR	01:26	I		3,474.7200	1,812.2400	5,286.9600
03/28/2010	SSV3031	C-GTDG	320	J	PUJ	01:38	I		2,346.9600	1,510.2000	3,857.1600



Greater Toronto Airports Authority  
Airline Charge Detail Report  
Detail Flight Charges Generated for Invoice Number: 10003699

Client Company: 00000737 - Skyservice Airlines Inc. \* (Agreement #: 001953)

Date	Flight Number	Aircraft	ATA	FLC	Origin	Time	Day	Landing Fee	Terminal Fee	Maximum Total
03/28/2010	SSV5065	C-FFAN	752	C	PUJ	02:08	I	3,474.7200	1,812.2400	5,286.9600
03/28/2010	SSV2029	C-FLEU	752	C	PUJ	02:28	I	3,474.7200	1,803.8500	5,278.5700
03/28/2010	SSV7059	C-FFAN	752	C	MCO	13:03	T	3,474.7200	1,812.2400	5,286.9600
03/28/2010	SSV3085	C-GTDH	320	C	VRA	13:04	I	2,346.9600	1,510.2000	3,857.1600
03/28/2010	SSV5055	C-FZAZ	320	C	POP	15:19	I	2,346.9600	1,510.2000	3,857.1600
03/28/2010	SSV5041	C-FFLA	752	C	MBJ	15:27	I	3,474.7200	1,820.6300	5,295.3500
03/28/2010	SSV5031	C-FRAA	320	C	MZT	16:24	I	2,346.9600	1,510.2000	3,857.1600
03/28/2010	SSV5077	C-GMYH	752	C	AUA	17:26	I	3,474.7200	1,812.2400	5,286.9600
03/28/2010	SSV5088	C-FULD	752	C	LIR	17:34	I	3,474.7200	1,820.6300	5,295.3500
03/28/2010	SSV3037	C-FLOX	752	C	PUJ	18:37	I	3,474.7200	1,803.8500	5,278.5700
03/28/2010	SSV3073	C-GTBB	752	C	CUN	19:53	I	3,474.7200	1,803.8500	5,278.5700
03/28/2010	SSV5051	C-GTDP	320	C	POP	23:58	I	2,346.9600	1,510.2000	3,857.1600
03/29/2010	SSV3063	C-GTDH	320	C	HOG	00:08	I	2,346.9600	1,510.2000	3,857.1600
03/29/2010	SSV5075	C-GMYH	752	C	NAS	01:19	I	3,474.7200	1,812.2400	5,286.9600
03/29/2010	SSV5089	C-FFAN	752	C	CUR	01:25	I	3,474.7200	1,812.2400	5,286.9600
03/29/2010	SSV5065	C-FZAZ	320	C	PUJ	01:37	I	2,346.9600	1,510.2000	3,857.1600
03/29/2010	SSV5027	C-FFLA	752	C	PUJ	02:41	I	3,474.7200	1,820.6300	5,295.3500
03/29/2010	SSV5045	C-FRAA	320	C	POP	05:43	I	2,346.9600	1,510.2000	3,857.1600
03/29/2010	SSV5011	C-FFAN	752	C	VRA	14:25	I	3,474.7200	1,812.2400	5,286.9600
03/29/2010	SSV2035	C-GTBB	752	C	POP	15:29	I	3,474.7200	1,803.8500	5,278.5700
03/29/2010	SSV2029	C-FLOX	752	C	PUJ	16:15	I	3,474.7200	1,803.8500	5,278.5700
03/29/2010	SSV2051	C-GTDG	320	C	PVR	17:01	I	2,346.9600	1,510.2000	3,857.1600
03/29/2010	SSV5067	C-FULD	752	C	PVR	17:23	I	3,474.7200	1,820.6300	5,295.3500
03/29/2010	SSV5073	C-GMYH	752	C	SJD	17:45	I	3,474.7200	1,812.2400	5,286.9600
03/30/2010	SSV5041	C-FZAZ	320	C	MBJ	00:04	I	2,346.9600	1,510.2000	3,857.1600
03/30/2010	SSV5025	C-FFLA	752	C	SJD	00:53	I	3,474.7200	1,820.6300	5,295.3500
03/30/2010	SSV5037	C-FFAN	752	C	AZS	00:56	I	3,474.7200	1,812.2400	5,286.9600
03/30/2010	SSV2001	C-GTBB	752	C	CUN	01:19	I	3,474.7200	1,803.8500	5,278.5700
03/30/2010	SSV3037	C-FLOX	752	C	SNU	01:27	I	3,474.7200	1,803.8500	5,278.5700

Report: ER0001

**Greater Toronto Airports Authority**

**Airline Charge Detail Report**

Detail Flight Charges Generated for Invoice Number: 10003699

Printed: 05/20/2010  
Page: 7 of 7

Client Company: 00000737 - Skyservice Airlines Inc. \* (Agreement #: 001953)

Date	Flight Number	Aircraft Identifier	IATA Subtype	Origin	Time	In/Out	Standings	Terminal	Movement Total
03/30/2010	SSV5001	C-FRAA	320	C	CUN	01:41	2,346.9800	1,510.2000	3,857.1600
03/30/2010	SSV5055	C-FRAA	320	C	POP	15:01	2,346.9800	1,510.2000	3,857.1600
03/30/2010	SSV2073	C-FLEU	752	C	CUN	18:19	3,474.7200	1,803.8500	5,278.5700
03/31/2010	SSV5027	C-FRAA	320	C	PLU	01:53	2,346.9800	1,510.2000	3,857.1600
03/31/2010	SSV0888	C-FLEU	752	C	MEX	09:51	3,474.7200	1,803.8500	5,278.5700
<b>Total Number of Arriving Flights:</b>							<b>532,881.84</b>	<b>300,563.36</b>	<b>833,445.20</b>

# **TAB C**

6. What is the GTAA's common practice for taking security from airline operators?

**Answer:** See the GTAA's Accounts Receivable Credit Policy at **Tab A**.

7. Apart from the deposits in relation to lease agreements discussed at paragraph 6 of your March 31, 2010 affidavit, had the GTAA obtained any other deposits from Skyservice in 2009 or 2010 in relation to any of the other fees or charges that the GTAA collects? If so, how were such deposits used, and was any amount remaining on March 31, 2010?

**Answer:** No

8. Given the extent of Skyservice's alleged debt to the GTAA, why was additional security not sought?

**Answer:** Additional security was not sought because Skyservice was making prepayments pursuant to the GTAA's Accounts Receivable Credit Policy. The prepayments were based on the monthly operational schedule for Skyservice.

9. As set out in paragraph 18 of the affidavit of Mark Williams, sworn April 27, 2010 and filed in these proceedings, Sunwing Tours Inc. paid \$678,000 to Skyservice in October of 2009 in connection with the amounts requested by the GTAA from Skyservice. Please confirm that the GTAA received at least \$678,000 from Skyservice on account of the amount requested by Silena Betti of the GTAA in a letter dated March 20, 2009, attached as part of Exhibit A to the affidavit of Mark Williams.

**Answer:** The amount of \$677,677.00 was received from Skyservice on October 28, 2009 as a prepayment for November AIF.

10. Please provide documentation demonstrating how the funds described in question 9, if any, were applied by the GTAA upon receipt from Skyservice.

**Answer:** The prepayment for November AIF received on October 28, 2009 was applied to invoice No. 09018008 and 09018019. See **Tab B**.

**Quantum**

11. Please provide documentation demonstrating how the Landing + General Terminal Charge amounts are calculated.

**Answer:** The 2010 GTAA Airlines Rates and Charges card is attached at **Tab C**.

# TAB D

Ottawa International Airport Authority  
Aeronautical Billing to SkyService Airlines

Period October 2007 to October 2009

Invoice Date	Invoice Number	Invoice Total	Payment Deposit Date	Landing Fee-Dom	Landing Fee-Int	Terminal Fee-Dom	Terminal Fee-Int	Police Cost recovery	US pre-clearance	Loading Bridge	Aircraft Parking	GST
Dec 31, 2007	61054	24,125.17	Feb 8, 2008	931.70	13,092.20	998.88	3,915.72	1,555.20	282.60	1,920.00	63.90	1,365.57
Jan 15, 2008	61240	31,385.73	Mar 14, 2008	2,801.15	15,668.45	1,498.32	4,894.65	2,073.60		2,960.00		1,494.56
Jan 31, 2008	61500	14,796.38	Apr 9, 2008	300.00	675.00	1,498.32	5,873.58	2,332.80		2,800.00	812.09	704.59
Feb 15, 2008	61786	34,267.87	Apr 9, 2008	3,738.90	16,831.10	998.88	5,873.58	2,073.60		3,120.00		1,631.81
Feb 29, 2008	62037	31,921.21	Apr 9, 2008	3,738.90	15,668.45	998.88	4,894.65	1,814.40		2,720.00	570.88	1,520.05
Mar 15, 2008	62263	40,518.81	May 14, 2008	2,571.25	18,942.55	998.88	9,789.30	3,087.36		3,200.00		1,929.47
Mar 31, 2008	62447	64,331.64	June 11, 2008	1,869.45	18,712.65	1,498.32	26,431.11	7,695.36	279.46	3,760.00	1,021.88	3,063.41
Apr 15, 2008	62696	8,891.61	July 7, 2008		2,807.20		3,915.72	1,025.28		720.00		423.41
Apr 30, 2008	62770	134,268.73	July 7, 2008	701.80	1,403.60	5,993.28	93,977.28	27,685.44		160.00		6,612.73
Apr 30, 2008	62920	5,766.24	Aug 7, 2008	2,783.00		499.44	1,557.86	768.96				274.58
May 31, 2008	63450	6,074.97	Aug 20, 2008	2,795.10		1,911.16		1,091.52				289.29
Dec 31, 2008	65763	66,340.68	Jan 28, 2009	2,795.10	14,677.30	2,846.82	28,829.38	9,587.52		3,920.00	525.47	3,159.09
Jan 15, 2009	66994	66,861.99	Feb 18, 2009	3,726.80	14,907.20	2,846.82	29,759.36	9,849.60		3,520.00		3,183.91
Jan 31, 2009	67174	79,914.26	Mar 3, 2009	3,726.80	17,236.45	3,795.76	34,409.26	11,664.00		4,560.00	716.55	3,805.44
Feb 15, 2009	67425	79,640.17	Mar 12, 2009	3,260.95	17,702.30	3,321.29	35,339.24	11,664.00		4,560.00		3,792.99
Feb 28, 2009	67560	66,063.02	Mar 24, 2009	3,260.95	14,311.45	3,321.29	27,899.40	9,387.52		3,920.00	716.55	3,792.99
Mar 15, 2009	67812	80,337.37	Apr 21, 2009	4,192.65	17,236.45	4,270.23	34,409.26	11,923.20		4,480.00		3,825.58
Mar 31, 2009	67966	82,866.35	May 5, 2009	2,795.10	18,634.00	2,846.82	37,199.20	11,923.20		4,560.00	962.01	3,946.02

Period November 2009 to March 2010

Dec 31, 2009	71988	40,626.14	Feb 11, 2010	1,167.65	9,317.00	948.94	18,199.60	5,699.52		2,720.00	238.85	1,934.58
Jan 15, 2010	72212	46,405.05	Feb 16, 2010		11,402.16		22,765.92	7,905.60		2,121.60		2,209.77
Jan 31, 2010	72395	55,125.24	Feb 26, 2010	1,425.27	12,352.34	1,451.88	24,663.08	9,532.60		2,529.60	525.47	2,625.00
Feb 15, 2010	72662	47,757.92	Mar 11, 2010	475.09	11,402.16	483.96	22,765.92	8,235.00		2,121.60		2,274.19
Feb 28, 2010	72761	46,676.55	Not Paid	715.72	11,167.70	483.96	21,817.34	7,898.28		2,366.40	194.92	2,232.23
Mar 15, 2010	73024	55,001.90	Not Paid	1,425.27	12,352.34	1,451.88	24,663.08	9,552.60		2,937.60		2,619.13
Mar 31, 2010	73082	44,937.66	Not Paid		10,964.09		21,817.34	7,585.35		2,284.80	146.19	2,139.89

Note

Detail of each flight charged is based on Flight Number which is used and more relevant to billing purposes with the airline as they can determine the appropriate flight number over a tail number

# T A B L E

**Court File No. CV-10-8647-00CL**

**Skyservice Airlines Inc.**

**THIRD REPORT OF THE RECEIVER**

**June 30, 2010**



Court File No. CV-10-8647-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.**

**Between**

**THOMAS COOK CANADA INC.**

**Applicant**

**- and -**

**SKYSERVICE AIRLINES INC.**

**Respondent**

**THIRD REPORT TO THE COURT SUBMITTED BY  
FTI CONSULTING CANADA INC.  
IN ITS CAPACITY AS RECEIVER**

**INTRODUCTION**

1. On March 31, 2010 (the “**Date of Receivership**”), FTI Consulting Canada Inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Skyservice Airlines Inc. (“**Skyservice**” or the “**Company**”) pursuant to the order of the Honourable Mr. Justice Gans (the “**Receivership Order**”) granted upon the application of Thomas Cook Canada Inc. (“**TCCI**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act (Canada)* (the “**BIA**”) and section 101 of the *Courts of Justice Act (Ontario)*.
2. To date the Receiver’s has filed two Reports as well as a Supplement to the Second Report. The Receiver has been asked to provide the Court with some additional information with respect to the books and records of the 10 Skyservice aircraft located in Canada on the Date of Receivership (the “**Aircraft**”). Accordingly, the Receiver has prepared this Third Report.

## TERMS OF REFERENCE

3. In preparing this report, the Receiver has relied upon unaudited financial information of Skyservice, Skyservice's books and records, certain financial information prepared by Skyservice and discussions with Skyservice's employees. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information. Accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this report or relied on in its preparation. Future oriented financial information reported or relied on in preparing this report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
4. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined are as defined in the Receivership Order or the Receiver's previous reports.

## TAKING POSSESSION

5. On the Date of Receivership, the Receiver took steps to secure possession and control over the all of the property of Skyservice, other than the Aircraft as is detailed in the Receiver's First Report. In particular the First Report describes how the Receiver dealt with the Aircraft as follows in paragraph 11:

“Pursuant to paragraph 3(c) of the Receivership Order and in compliance with the Status Quo Order (described below), the Receiver did not go into possession and control of the property consisting of airframes and aircraft engines (collectively “**Aircraft Objects**”). The Receiver has taken possession of the related accessories, parts, equipment, manuals, records and other property related to but not located or installed on the aircraft (“**Aircraft Parts**”).

*Prior to Issuance of the Status Quo Order*

6. Following the appointment of the Receiver on March 31, 2010 but prior to Status Quo Order, which was issued effective March 31, 2010 at 6:30 p.m., the Receiver took steps to secure Skyservice property, including manuals and records such as the records demonstrating the origin and maintenance history of parts on the Aircraft, which were located in the Skyservice hangar and related to all of the Aircraft.
7. During the time prior to the issuance of the Status Quo Order, the Receiver did not take any steps to take possession of the Aircraft log books (the “**Log Books**”) or the Aircraft Certificates of Airworthiness or Certificates of Registration (the “**Aircraft Certificates**”). In addition, the Receiver did not instruct Skyservice employees to remove any such records from the Aircraft.
8. In researching this report, the Receiver has learned that on March 31, 2010 prior to the issuance of the Status Quo Order and prior to the arrival of the Receiver’s staff at Skyservice’s offices, an e-mail was sent by Rob Giguere the former CEO of Skyservice explaining that the Company had been placed in receivership and thanking the employees for their hard work and dedication over the years. The Receiver also learned that this e-mail prompted John Barnes, Vice President, Maintenance and Engineering and his staff (the “**Engineering Group**”) to want to ensure that assets were protected. The Engineering Group had been through other airline insolvencies and they were aware that certain assets had “disappeared” early on in other insolvencies.

9. The documents that were of concern to the Engineering Group were i) the Log Books, which were located on each Aircraft, and ii) the Flight Operations Document Folder (“FODF”) for each Aircraft, also located on each Aircraft, which contained the Aircraft Certificates as well as the Aircraft’s insurance certificate, weight and balance report, radio license, damage charts, Airworthiness Directives and company information circulars. The decision was made by the Engineering Group, immediately after they learned of the receivership and before they had met with the Receiver’s staff, to retrieve the Log Books and FODF from the Aircraft.
10. This decision was relayed to Stuart McKee and Paul Sands, two of Skyservice’s engineers, who on March 31, 2010 between approximately noon and 3 pm removed the Log Books and FODF from four planes which were located at the Pearson Airport in Toronto, Ontario. These four planes had the Canadian Registration numbers of:
  - C-FRAA
  - C-GTDP
  - C-GTSJ
  - C-GTBB
11. Also during this timeframe, McKee and Sands removed one additional Log Book from either C-GTDH or C-GTDG. They do not remember which one was removed at this time as they ultimately removed the Log Books from both of these Aircraft (as described later) and are unsure which one they dealt with in which time period. They also cannot recall whether the FODF was removed from the applicable Aircraft at this time.
12. The Receiver understands that McKee and Sands placed all of the documents they removed in a locked office located at the Skyservice hangar.

13. While the Receiver was not aware that these documents had been removed from the Aircraft and placed in the office in the Skyservice hangar, as indicated in the First Report, when the Receiver arrived on the Skyservice premises on March 31, 2010 it changed the locks and security codes of all premises in the Greater Toronto Area, including the external locks on the Skyservice hangar. Security was also posted outside the hangar.
14. Skyservice employees in Winnipeg, Manitoba were instructed by the Engineering Group to remove the same documents from the Aircraft located at the Winnipeg airport; however the Aircraft in Winnipeg had been seized by the Winnipeg Airport Authority. Access to the two Aircraft in Winnipeg was not possible as a Court order denying access to the Aircraft had been posted on both Aircraft prior to the Skyservice employees in Winnipeg arriving at the Aircraft. As a result, no documents were removed from the Aircraft in Winnipeg.
15. McKee and Sands' normal work day runs from approximately 6:30 am through 3 pm. They left for the day on March 31, 2010 just before 5 pm. Prior to their departure, McKee and Sands were told by the Receiver that they would continue to be employed by Skyservice for an indefinite period of time and that they should return to work the following day.

***After the Issuance of the Status Quo Order***

16. After 6:30 p.m. on March 31, 2010, the Receiver again took no steps to take possession of the Logs Books or Aircraft Certificates. Further, the Receiver did not instruct Skyservice employees to remove any such records from the Aircraft.
17. Rather, at a meeting which took place at 10 am on April 1, 2010 the Receiver instructed the remaining Skyservice employees that they should not board any Aircraft or remove records or assets without permission from the Receiver, which was neither sought nor given.

18. However, the Receiver now understands that prior to that meeting on April 1, 2010, when McKee and Sands returned back to work early that morning, they recovered the Log Books and FODFs from two additional Aircraft with Canadian registration numbers of:
- C-GMYH
- C-FLEU
19. In addition, having already removed the Log Book from either C-GTDH or C-GTDG the day before, McKee and Sands removed the Log Book from the other Aircraft at this time. McKee and Sands do not recall whether the FODF was removed from the applicable Aircraft at this time.
20. The Receiver understands that the documents removed by McKee and Sands at this time were placed in the same locked office located at the Skyservice hangar. Since McKee and Sands had been retained as employees of Skyservice they were allowed access to the hangar at this time, although the Receiver was not aware that they had removed these documents from the Aircraft and stored these documents in the office located in the Skyservice hangar.
21. On the afternoon of April 1, 2010 and the morning of April 2, 2010 the Greater Toronto Airport Authority posted the Court Order restricting access to the Aircraft on all of the Aircraft located at Pearson Airport.
22. The Log Books and FODFs placed by McKee and Sands in the office at the Skyservice hangar on March 31 or the morning of April 1, 2010 remained secured in that office until after the Aircraft Return Agreements were signed with the lessors. At that time, the Engineering Group worked with representatives from the applicable lessors to enable the lessors to review the Aircraft documents, including the Log Books and FODFs, in the hangar and ultimately to return those documents to the applicable Aircraft before the Aircraft were returned to the lessors.

23. The Receiver was aware that these documents were present in the hangar and being reviewed by the lessors but were not made aware that they had been removed from the Aircraft following the appointment of the Receiver.
24. In summary, the following table shows what happened to the various documents between the Date of Receivership and the time when the Aircraft were returned to the lessors (at which time the Log Books and Aircraft Certificates were, in each case, on the respective Aircraft):

Aircraft REG	Location	Log Books	Certificate of Air Worthiness	Certificate of Registration
C-FRAA	Hangar	X	X	X
C-GTDG	FedEx ramp	A	U	U
C-GTDH	FedEx ramp	X	U	U
C-GTDP	Hangar	X	X	X
C-GTSJ	Millard	X	X	X
C-GMYH	Infield	A	A	A
C-FLOX	YWG - Winnipeg	O	O	O
C-FLEU	outside hangar	A	A	A
C-FOBH	YWG- Winnipeg	O	O	O
C-GTBB	Millard	X	X	X

**Legend:** X = in SSV office BEFORE 18.30 on 31Mar2010  
O = did not leave aircraft  
A = in office AFTER 18.30 on 31Mar2010, collected 01Apr2010  
U = The Receiver has been unable to determine whether or when these documents were removed from the Aircraft.

The Receiver respectfully submits to the Court this Third Report.

Dated this 30th day of June, 2010.

FTI Consulting Canada Inc.  
in its capacity as receiver of  
Skyservice Airlines Inc.  
and not in its personal or corporate capacity



Nigel D. Meakin  
Senior Managing Director



Jamie T Engen  
Managing Director

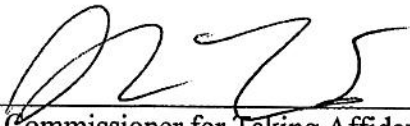


# **TAB F**

This is **Exhibit "B"**

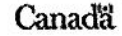
referred to in the Affidavit of **JASON BOYD**

Sworn before me this 31<sup>st</sup> day of March, 2010



---

A Commissioner for Taking Affidavits  
Shawn Irving



Current Search Result Details

13 matches found

Mark	Common Name	Model Name	Serial Number	Owner Name	Owner Regist. Since
1 C-PFAN	Boeing	757-21K	28674	Skyservice Airlines Inc./Ligne	2009-11-04
2 C-PFLA	Boeing	757-28A	27621	Skyservice Airlines Inc./Ligne	2009-12-14
3 C-PLEU	Boeing	757-236	29941	Skyservice Airlines Inc./Ligne	2009-12-16
4 C-FL0X	Boeing	757-2Y0	26458	Skyservice Airlines Inc./Ligne	2009-12-16
5 C-POBH	Boeing	757-236	29944	Skyservice Airlines Inc./Ligne	2009-12-09
6 C-FRAA	Airbus	A320-232	1411	Skyservice Airlines Inc./Ligne	2009-10-19
7 C-FZAZ	Airbus	A320-214	2003	Skyservice Airlines Inc./Ligne	2009-11-04
8 C-GMYH	Boeing	757-236	25053	Skyservice Airlines Inc./Ligne	2007-11-08
9 C-GTBB	Boeing	757-28A	32447	Skyservice Airlines Inc./Ligne	2007-11-08
10 C-GTDG	Airbus	A320-214	1571	Skyservice Airlines Inc./Ligne	2009-12-18
11 C-GTDH	Airbus	A320-214	1605	Skyservice Airlines Inc./Ligne	2007-11-08
12 C-GTDP	Airbus	A320-214	1780	Skyservice Airlines Inc./Ligne	2007-11-05
13 C-GTSJ	Boeing	757-236	24772	Skyservice Airlines Inc./Ligne	2009-07-15

\*\*\*Current information, directly from the Official Canadian Civil Aircraft Register database\*\*\*

# TAB G

**From:** Sullivan, Alma **On Behalf Of** Prophet, Clifton

**Sent:** Monday, May 31, 2010 4:50 PM

**To:** 'geoffrey.morawetz@jus.gov.on.ca'

**Cc:** 'Grieve, Deborah S.'; 'Graham, Shawn L.'; 'steven.weisz@blakes.com';

'CATHY.BEAGANFLOOD@blakes.com'; 'Irving, Shawn'; 'jgage@mccarthy.ca'; 'hmeredith@mccarthy.ca';

'Chartrand, Rupert'; 'Coleman, Allan'; 'Harvey G. Chaiton'; 'jane.dietrich@fmc-law.com';

'pamela.huff@blakes.com'; 'linc.rogers@blakes.com'; 'Gray, Donald'; 'chris.burr@blakes.com'; 'Golick,

Steven'; 'MacDonald, John'; 'Paterson, Mary'; 'Marasco, Auriol'; 'Machete, Kellie-Ann'; 'Chiu, Eva';

'kate.stigler@fmc-law.com'; 'Doug@chaitons.com'; Shea, Patrick; Lamie, Frank; Prophet, Clifton

**Subject:** Skyservice Airlines Inc. - Court File No. 10-8657-00CL

**From the office of Clifton Prophet ~**

Your Honour:

I am writing to memorialize the arrangements concerning certain evidentiary issues on this matter which we addressed in your chambers this afternoon.

On behalf of their respective clients, counsel for MCAP and IAI on the one hand and counsel for NAV CANADA and the Airport Authorities on the other hand, have agreed as follows:

1. The affidavit of Kellie-Ann Machete sworn May 28th, 2010 (the "Machete Affidavit") shall be withdrawn and shall not form a part of the evidence and record before the Court in this matter. MCAP and IAI will advise the Court that they will not be relying on (and the Court should not consider) those parts of their factum which reference anything contained in the Machete Affidavit.

2. NAV CANADA and the Airport Authorities will not rely on any of the provisions of the aircraft return agreements entered into between Lessors and the Receiver in support of their applications. NAV CANADA and the Airport Authorities will advise the Court that they will not be relying on (and the Court should not consider) those parts of their facta which reference anything contained in the aircraft return agreements.

3. The attached document entitled "Joint Request to Admit and Admission" shall be evidence before the Court on the seizure and detention applications.

I have attached a copy of the original handwritten version of the Joint Request to Admit and Admission as well as a typed transcription.

Please contact me by telephone should you have any questions or concerns with respect to these arrangements.

Regards,

Cliff Prophet

**Alma Sullivan**

Legal Administrative Assistant

to Cliff Prophet & Frank Lamie Assistant

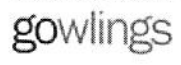
T 416.862.4340

alma.sullivan@gowlings.com

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**Gowling Lafleur Henderson LLP**  
**Lawyers • Patent and Trade-mark Agents**

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100 King Street West, Suite 1600  
Toronto, ON M5X 1G5 Canada  
T 416.862.7525 F 416.862.7661



**Joint Request to Admit and Admission**

On March 31, 2010, Transport Canada suspended Skyservice's air operator certificate because the commercial air service in respect of which the air operator certificate had been issued was discontinued. This suspension did not, in and of itself, cause the cancellation of the certificates of registration for the Skyservice Aircraft.

On March 31, 2010, Transport Canada suspended SkyService's air operator certificate ~~for the~~ because SkyService had ceased ~~to~~ the commercial air service in respect of which the air operator certificate had been issued was discontinued, ~~which~~ in this suspension did not, in and of itself, disqualify SkyService from continuing ~~to~~ to cause the cancellation of the certificates of registration for the SkyService aircraft.



# TAB H

**C L I F F O R D  
C H A N C E**

\*\*\*\*\*

Execution Text

**FORM OF NOVATED LEASE AGREEMENT**

**DATED AS OF 28 SEPTEMBER 2000**  
as novated, supplemented and amended  
from time to time and as  
novated, supplemented, amended and restated  
on 20 December 2007 2007  
**MCAP EUROPE LIMITED**  
as Lessor

and

**SKYSERVICE AIRLINES INC.**  
as Lessee

---

**AMENDED AND RESTATED  
AIRCRAFT LEASE AGREEMENT**  
in respect of  
**ONE (1) AIRBUS MODEL A320-200 AIRCRAFT**  
Manufacturer's Serial Number 1411

---

24. LESSOR'S RIGHTS FOLLOWING A TERMINATION EVENT

24.1 Lessor's Rights following Termination Event

At any time after the occurrence of any Termination Event Lessor shall be entitled to treat such event as a repudiation by Lessee of its obligations under this Agreement and the other Operative Documents and may, by notice to Lessee:

24.1.1 proceed by appropriate court action to enforce performance by Lessee of the applicable covenants and provisions of this Agreement or the other Operative Documents or to recover damages for the breach thereof; and/or

24.1.2 terminate the Lease Term with respect to the Aircraft on the termination date specified in such notice and retake (as permitted under applicable law) or allow Owner to retake possession of the Aircraft, and Lessee agrees that Lessor or Owner may by its servants or agents for this purpose enter upon Lessee's premises where the Aircraft may be located or cause the same to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require), and Lessor shall be entitled, if and to the extent such action is lawful in the relevant jurisdiction, to act as attorney for Lessee in causing such redelivery to said airport for redelivery thereof to Lessor and shall have all the powers and authorisations legally necessary for taking such action (at Lessor's election); and/or

24.1.3 with or without taking possession thereof, sell all or any part of the Aircraft at public or private sale, with or without advertisement, for cash or upon credit, as Lessor may determine and at which Lessor may bid for and purchase such property, or otherwise dispose of, hold, use, operate, lease to others or keep idle all or any part of the Aircraft as Lessor in its sole discretion, may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds thereof; and/or

24.1.4 require Lessee to pay to Lessor all amounts due and payable by Lessee to Lessor and/or any Indemnatee under the Operative Documents to which it is a party as of the date of termination of the Lease Term; and/or

24.1.5 require Lessee to pay to Lessor all damages incurred by Lessor or Owner in connection with such Termination Event, including all losses (including lost profits) suffered by Lessor or Owner because of Lessor's or Owner's inability to place the Aircraft on lease with another lessee or inability to place the Aircraft on lease with another lessee on terms as favourable to Lessor or Owner as this Agreement and the other Operative Documents to which Lessee is a party or because whatever use, if any, to which Lessor or Owner is able

to put the Aircraft upon its return to Lessor or Owner, or the amount received by Lessor or Owner upon a sale or other disposal of the Aircraft, is not as profitable to Lessor or Owner as leasing the Aircraft in accordance with the terms of this Agreement and the other Operative Documents to which Lessee is a party would have been, including, in each case, lost Rent payments during any remarketing period or during any period in which the Aircraft is placed in storage; and/or

24.1.6 require Lessee to indemnify each Indemnitee on demand against any Expense which such Indemnitee may sustain or incur as a result or consequence of such Termination Event, including (but not limited to):

- (i) any amount payable by Lessor or Owner to any Financing Party as a consequence of repaying any principal amount on a day other than a scheduled repayment;
- (ii) the cost of unwinding or closing out or modifying any swap or other hedging arrangement entered into by Lessor, Owner or any Financing Party;
- (iii) any Expense sustained or incurred by Lessor or Owner owing to Lessee's failure to redeliver the Aircraft on the date, at the place and in the condition required by this Agreement including the cost to Lessor or Owner of restoring the Aircraft to the condition required by Clause 21; and/or

24.1.7 require Lessee to redeliver possession of the Aircraft to Lessor or Owner at the Redelivery Location.

#### 24.2 Cure of Defaults by Lessor

If Lessee fails to comply with any of its obligations under any Operative Document to which it is a party Lessor may upon giving Lessee written notice of its intention to do so, without being in any way obliged so to do, or responsible for so doing, and without prejudice to the ability of Lessor to treat that non-compliance as a Termination Event, effect compliance on Lessee's behalf, and if Lessor incurs any expenditure in effecting such compliance Lessor shall be entitled (without prejudice to Clause 24.1) to recover such expenditure from Lessee together with interest thereon at the Incentive Rate from the date on which such expenditure is incurred by Lessor until the date of reimbursement thereof by Lessee (both before and after any relevant judgement).

**24.3 Deregistration following Termination Event**

Upon any such termination as is mentioned in Clause 24.1, Lessee shall co-operate with Lessor to enable Lessor to effect or cause to be effected deregistration of the Aircraft in the State of Registration and the export thereof from the country where the Aircraft is for the time being situated and any other steps necessary to enable the Aircraft to be redelivered to Lessor in accordance with this Agreement.

**24.4 Lessor's Rights Cumulative**

The rights and remedies of Lessor provided in this Agreement are cumulative and are not exclusive of any rights and remedies provided by law.

"Termination Event" means any of the events or circumstances described in Clause 23.

"Lease Deposit" means the cash deposit or letter of credit to be paid or provided to Lessor in accordance with Clause 4.

UK/1395669/09

- 10 -

252415/70-40283388  
Amended and Restated Aircraft Lease Agreement  
Skyservice - A320-200 MSN 1411

"Lease Termination Date" means the date on which the leasing of the Aircraft hereunder terminates, as determined pursuant to Clause 22.1.



**IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.** of the City of Toronto, in the Province of Ontario

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 56 of the

Civil Air Navigation Services Commercialization Act, S.C. 1996, c. 20, as amended (Application by NAV Canada)

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 9 of the Airport Transfer (Miscellaneous Matters)

Act, S.C. 1992, c. 5 (Application by the Greater Toronto Airports Authority)

**AND IN THE MATTER OF AN APPLICATION** pursuant to Section 9 of the Airport Transfer (Miscellaneous Matters)

Act, S.C. 1992, c. 5 (Application by the Ottawa MacDonald-Cartier International Airport Authority)

**Court of Appeal File No.: C537**  
Court File No.: 10-8647-00CL  
Court File No.: 10-8651-00CL  
Court File No.: 10-8657-00CL  
Court File No.: 10-8658-00CL

**COURT OF APPEAL FOR ONTARIO**  
(PROCEEDING COMMENCED AT TORONTO)

**JOINT COMPENDIUM OF THE RESPONDENTS**  
**NAV CANADA, GREATER TORONTO AIRPORTS**  
**AUTHORITY, AND OTTAWA MACDONALD-CARTIER**  
**INTERNATIONAL AIRPORT AUTHORITY**

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
TORONTO, Ontario M5X 1G5

**Cliff Prophet (34845K) / Patrick Shea (39655K)**  
Telephone: 416-362-3509 / 416-862-3609  
Facsimile: (416) 862-7661

LAWYERS FOR NAV CANADA