

NO. S-231354
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, C. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,
S.B.C. 2002, C. 57, AS AMENDED

AND

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

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

PETITIONERS

**ORDER MADE AFTER APPLICATION
(CLAIMS PROCESS ORDER MADE MAY 4, 2023)**

BEFORE)
) THE HONOURABLE) May 4, 2023
) MADAM JUSTICE FITZPATRICK)

ON THE APPLICATION of the Petitioners, Canwest Aerospace Inc. and Can West Global Airparts Inc., coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on May 4, 2023 and on hearing Christopher J. Ramsay, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. c. C-36, as amended (the "CCA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

DEFINED TERMS

1. For the purpose of this Order, all capitalized terms not otherwise defined shall have the definitions set out in **Schedule "B"** hereto.

DEFINITIONS AND INTERPRETATION

2. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
3. All references to the singular herein include the plural, the plural includes the singular, and any gender includes all genders.

GENERAL PROVISIONS

4. The Claims Process, including the Claims Bar Date and the Restructuring Claims Bar Date is hereby approved.
5. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Creditor that the Monitor may require in order to enable it to determine the validity of a Claim.
6. Any Claims denominated in a currency other than Canadian Dollars shall be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date.
7. Copies of all forms delivered by or to a Creditor hereunder, as applicable, and determinations of Claims by the Monitor, or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor will be entitled to have access to electronic copies of the such forms on reasonable written request to the Monitor.

MONITOR'S ROLE

8. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Amended and Restated Initial Order shall administer the Claims Process, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

NOTICE OF CLAIMS

9. Forthwith after the date of this Order, and in any event within five (5) Business Days following the date of this Order, the Monitor shall cause a Claims Package, in accordance with paragraph 24 hereof, to be sent to: (a) each Creditor with a Claim as evidenced by the books and records of the Petitioners as of the Filing Date or any Person who the Monitor is advised by the Petitioners may have a Claim that has not

been recorded in the books and records of the Petitioners, and (b) each counter-party to any contract or agreement entered into prior to the Filing Date, in respect of which a Petitioner has advised the Monitor that such counter-party has received a Notice of Disclaimer or Resiliation from such Petitioner prior to the date of this Order, in each case to the address of such Creditor or counter-party set out in the applicable Petitioner's records. Any Notice of Disclaimer or Resiliation delivered to a Person after the date of this Order by the Monitor shall be accompanied by a Claims Package.

10. Forthwith after the date of this Order, and in any event within two (2) Business Days following the date of this Order, the Monitor shall post on the Monitor's Website a copy of this Order, the Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
11. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith cause a Claims Package to be sent to the Creditor and/or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to the request relating to the Claims Process as the Monitor determines to be appropriate in the circumstances.
12. Subject to further order of the Court, any Notice of Disclaimer or Resiliation issued by the Petitioners must be issued by the Petitioners at least twenty-five (25) days prior to a scheduled Meeting of Creditors, if any, or any adjournment thereof.

NOTICE SUFFICIENT

13. The forms of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, and Notice of Dispute substantially in the forms attached to this Order as **Schedule "C"**, **Schedule "D"**, **Schedule "E"**, and **Schedule "F"**, respectively, are hereby approved. Despite the foregoing, the Monitor may, from time to time, make minor changes to the forms as the Monitor considers necessary or desirable.
14. The publication on the Monitor's Website pursuant to paragraph 10 above, the sending to the Creditors of a Claims Package in accordance with this Order and the completion of the requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING PROOFS OF CLAIM FOR CLAIMS OTHER THAN RESTRUCTURING CLAIMS

15. Subject to paragraph 17 hereof, any Creditor who wishes to assert a Claim (other than a Restructuring Claim) against any of the Petitioners and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 25 hereof

so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.

16. Subject to paragraph 17 hereof, any Person that does not file a Proof of Claim as provided for in paragraph 15 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Petitioners and/or any of the Directors and/or Officers;
 - (b) not be permitted to vote on any plan or plans of arrangement or compromise proposed in relation to the Petitioners, or either of them (the "Plan"), if applicable, on account of such Claim(s);
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Petitioners' assets, or otherwise on account of such Claim(s); and
 - (d) not be entitled to receive further notice in respect of the Claims Process or these CCAA Proceedings.
17. Notwithstanding anything contained in this Order, Exempted Claims shall not be extinguished or affected by this Order and, for greater certainty, paragraph 16 shall not apply to the Exempted Claims.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

18. Notwithstanding paragraphs 15 and 16 hereof, any Creditor who wishes to assert a Restructuring Claim against either of the Petitioners and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 25 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date), shall apply equally to any Restructuring Claims.
19. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 18 hereof so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor may determine or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against either of the Petitioners and/or any of the Directors and/or Officers;
 - (b) not be permitted to vote on the Plan, if applicable, on account of such Claim(s);

- (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Petitioners' assets, or otherwise on account of such Claim(s); and
- (d) not be entitled to receive further notice in respect of the Claims Process or these CCAA Proceedings.

ADJUDICATION OF CLAIMS

- 20. In consultation with the Petitioners, the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and shall accept, revise or disallow each Claim as set out therein. If the Monitor wishes to revise or disallow a Claim, the Monitor shall, by no later than five (5) days after the Claims Bar Date, the Restructuring Claims Bar Date, or such later date as the Monitor may advise in writing or the Court may otherwise direct, as applicable, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Creditor by such date or such other date as may be agreed to by the Monitor and the Creditor, the Claim set out in the applicable Proof of Claim shall be an Allowed Claim. Unless otherwise determined by the Monitor or ordered by the Court, all Claims set out in the Proofs of Claim that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed and the Monitor need not deliver a Notice of Revision or Disallowance in respect of any such Claim.
- 21. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 20 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be determined by the Monitor. If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be an Allowed Claim.
- 22. Upon receipt of a Notice of Dispute, the Monitor, in consultation with the Petitioners, may (a) attempt to consensually resolve the disputed Claim with the Creditor, or (b) bring a motion before the Court in these proceedings to determine the disputed Claim. If the Monitor and the Creditor consensually resolve the disputed Claim, such Claim (as resolved) shall be an Allowed Claim. If a Claim is referred under this paragraph to the Court, the Court shall resolve the dispute between the Monitor and such Creditor as soon as practicable, in a summary manner as a true appeal, and not as a hearing de novo.

NOTICE OF TRANSFEREES

- 23. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Monitor shall not be obligated to give notice or otherwise

deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment together with evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Petitioners (or either of them) may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to either of the Petitioners. Reference to a transfer or assignment in this Order includes a transfer or assignment whether absolute or intended as security.

SERVICES AND NOTICES

24. The Monitor may, unless otherwise specified by this Order, serve and deliver the Claims Package, any notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Petitioners or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
25. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Monitor under this Order, shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, or email addressed to:
- FTI Consulting
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
- Email: CWA@fticonsulting.com
26. If during any period which notice or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other

communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

27. In the event this Order is later amended by further Order of the Court after a hearing on at least two (2) Business Days' notice to the Service List, the Monitor may post such further Order on the Monitor's Website and serve such further Order on the Service List, and such posting and service shall constitute adequate notice to Creditors of such amended Claims Process.
28. Notwithstanding any other provisions of this Order, the solicitation by the Monitor of Proofs of Claim and the filing by any Creditor of any Proof of Claim shall not, for that reason only, grant any Person standing in these CCAA Proceedings.
29. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Allowed Claim, as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, including any secured claim, shall continue in full force and effect and be final for all purposes (except as expressly stated in any Notice of Disallowance or Revision or settlement or order of the Court), including in respect of any Plan and voting thereon (unless provided for otherwise in any Order of the Court), and, including for any distribution made to Creditors of either of the Petitioners, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Petitioners (or either of them).
30. The Monitor (a) in carrying out the terms of this Order, shall have all of the protections given to it by the CCAA and the Amended and Restated Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (b) shall incur no liability or obligation as a result of the carrying out of its obligations under this Order, (c) shall be entitled to rely on the books and records of the Petitioners, and any information provided by the Petitioners, all without independent investigation, and (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
31. Notwithstanding the terms of this Order, the Monitor may apply to this Court from time to time for directions from this Court with respect to this Order, including the Claims Process and the schedules to this Order, or for such further order or orders as the Monitor may consider necessary or desirable to amend, supplement or replace this Order, including any schedule to this Order.
32. Notwithstanding anything to the contrary herein:
 - (a) the Monitor may, at any time, refer a Claim for resolution to the Court for any purpose where, in the Monitor's discretion, such a referral is preferable or necessary for the resolution of the valuation of the Claim;

- (b) the Monitor, in writing and at any time, may accept the amount of a Claim for voting purposes without prejudice to the right to contest validity of the Claim; and
- (c) the Monitor may, in writing and at any time, settle and resolve any disputed Claims.

APPROVAL

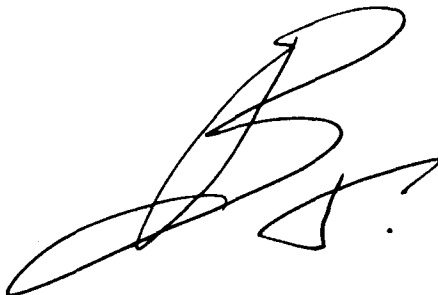
- 33. Endorsement of this Order by counsel appearing, other than counsel for the Petitioners, on this application is hereby dispensed with.
- 34. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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

BY THE COURT

REGISTRAR

Lawyer for the Petitioners
Christopher J. Ramsay



SCHEDULE "A"
LIST OF COUNSEL

Colin Brownson	Monitor
Chris Ramsey	petitioner
Jordan Shultz Eman Watson	RBC.
Vicki Tickle	Landlord

SCHEDULE "B"

DEFINITIONS

"Allowed Claim" means the amount, status and/or validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final and binding for voting and/or distribution purposes under the Plan or otherwise. Any Claim will be "finally determined" and become an Allowed Claim in accordance with the Claims Process if:

- (a) a Creditor files a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Monitor has not sent a Notice of Revision or Disallowance by the deadline set out in paragraph 20 of this Order;
- (b) the Monitor has sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Process and the Creditor has not sent a Notice of Dispute in response by the deadline set out in paragraph 20 of this Order;
- (c) the Creditor sent a Notice of Dispute by the deadline set out in paragraph 20 and the Monitor and Creditor have consensually resolved the disputed Claim; or
- (d) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been taken or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) such appeal(s) or application(s) have been dismissed, determined or withdrawn;

"Amended and Restate Initial Order" means the Order of the Court dated March 17, 2023, as modified, amended, supplemented, extended or varied by the Court;

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"CCAA Charge" means the Administration Charge, and any other charge over the Petitioners' assets created by other order of the Court, as such terms are defined in the Amended and Restated Initial Order, and as such charges may be amended, modified or varied by further order of the Court;

"CCAA Proceedings" means the proceedings commenced by the Petitioners under British Columbia Supreme Court Action No. S-231354 on March 8, 2023;

"Claim" means (i) any Pre-Filing Claim, (ii) any Restructuring Claim; or (iii) any Directors/Officers Claim; provided, however, that, in each case, a "Claim" shall not include an Exempted Claim;

"Claims Bar Date" means 5:00 p.m. (Pacific Time) on June 3, 2023 or such other date as may be ordered by the Court;

"Claims Package" means the document package which includes a copy of: (i) the Instruction Letter; (ii) a blank Proof of Claim; and (iii) such other materials as the Monitor considers necessary or appropriate;

"Claims Process" means the call for claims to be administered by the Monitor pursuant to the terms of this Order;

"Court" means the Supreme Court of British Columbia;

"Creditor" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 23 hereof, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

"Director" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of either or both of the Petitioners;

"Directors/Officers Claim" means any right or claim of any Person against one or more of the Directors and/or Officers that relates to a Pre-Filing Claim or a Restructuring Claim, howsoever arising, for which the Directors and/or Officers are by statute or otherwise by law liable to pay in their capacity as Directors and/or Officers;

"Exempted Claim" means, subject to further order of this Court;

- (a) any right or claim of any Person that may be asserted or made in whole or in part against the Petitioners (or either of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date (other than Restructuring Claims and Directors/Officers Claims) and any interest thereon, including any obligation of the Petitioners toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioners on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds on or after the Filing Date;
- (b) any claim secured by any CCAA Charge;
- (c) that portion of a Claim arising from a cause of action for which the Petitioners are covered by insurance, but only to the extent of such coverage;
- (d) any Intercompany Claim;
- (e) any claims with respect to reasonable fees and disbursements of counsel of any Petitioner, the Monitor, or any financial advisor retained by any of the foregoing, as approved by the Court to the extent required;
- (f) any claim which is not a "claim" as defined in the CCAA;

"Filing Date" means March 8, 2023;

"Includes" means includes, without limitation, and **"including"** means including, without limitation;

"Instruction Letter" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule "C"**;

"Intercompany Claim" means any Claim of a Petitioner against the other Petitioner or of any wholly owned, direct or indirect non-Petitioner subsidiary of a Petitioner against a Petitioner;

"Meeting of Creditors" means a meeting of the Creditors ordered by the Court;

"Monitor" means FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor pursuant to the Amended and Restated Initial Order;

"Monitor's Website" means the Monitor's website located at <http://cfcanada.fticonsulting.com/CWA>;

"Notice of Disclaimer or Resiliation" means a written notice in any form issued on or after the Filing Date by the Petitioners advising a Person of the restructuring, disclaimer, resiliation, termination or breach of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;

"Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule "F"**;

"Notice of Revision or Disallowance" means the notice that may be delivered by the Monitor to a Creditor advising that the Monitor has revised or disallowed in whole or in part such Creditor's Claim as set out in its Proof of Claim, which notice shall be substantially in the form attached hereto as **Schedule "E"**;

"Officer" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of either or both of the Petitioners;

"Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

"Petitioners" means Canwest Aerospace Inc. and Can West Global Airparts Inc., and **"Petitioner"** means either one of them;

"Plan" has the meaning given to it in paragraph 16(b) hereof;

"Pre-Filing Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioners (or either of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the **Petitioners** (or either of them) or any of their property or assets, and whether or not any **indebtedness**, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future,

known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Petitioners (or either of them) become bankrupt on the Filing Date, and for greater certainty, includes any Tax Claim; provided, however, that "Pre-Filing Claim" shall not include an Exempted Claim;

"Proof of Claim" means the form to be completed and filed by a Creditor setting forth its proposed Claim, substantially in the form attached hereto as **Schedule "D"**;

"Restructuring Claim" means any right or claim of any Person against the Petitioners (or either of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Petitioners (or either of them) to such Person arising out of the restructuring, disclaimer, resiliation, termination, or breach on or after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order, and includes for greater certainty any right or claim of an employee of either of the Petitioners arising from a termination of its employment after the Filing Date; provided, however that "Restructuring Claim" shall not include an Exempted Claim;

"Restructuring Claims Bar Date" means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Vancouver time) on the day that is ten (10) days after the date of the applicable Notice of Disclaimer or Resiliation, or such other date as may be ordered by the Court;

"Tax Claim" means any Claim against the Petitioners (or either of them) for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation year or period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto; and

"Taxing Authorities" means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities.

SCHEDULE "C"
FORM OF INSTRUCTION LETTER
INSTRUCTION LETTER
FOR THE CLAIMS PROCESS FOR CREDITORS OF
CANWEST AEROSPACE INC. AND CAN WEST GLOBAL AIRPARTS INC.
(hereinafter referred to as the "Petitioners")

Claims Process

By Order of the Supreme Court of British Columbia (the "**Court**") dated May 4, 2023 (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), in the proceeding commenced by the Petitioners under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the Monitor has been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order, with all schedules, may be found on the Monitor's Website at: <http://cfcanada.fticonsulting.com/CWA>. Capitalized terms used in this letter, which are not defined in this letter shall have the meaning ascribed to them in the Claims Process Order.

PLEASE NOTE THAT THIS LETTER AND THE CLAIMS PROCESS ORDER APPLY ONLY TO THE PETITIONERS AND THE DIRECTORS AND OFFICERS. IT DOES NOT APPLY TO CLAIMS AGAINST ANY OTHER ENTITIES.

This letter provides instructions for Creditors for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Process is intended for any Person asserting a Claim (other than an Exempted Claim) of any kind or nature whatsoever against any of the Petitioners and/or any of their Directors and/or Officers arising before the Filing Date, and/or any Restructuring Claim arising on or after the Filing Date as a result of a restructuring, disclaimer, resiliation, termination or breach by any of the Petitioners on or after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Claims Process Order.

Current employees of the Petitioners are **not** required to submit a Proof of Claim in respect of any Claim pertaining to wages, including vacation pay and banked time due to them.

If you wish to file a Claim, you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of any Claim which you may have against either of the Petitioners and/or any of their Directors and/or Officers.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

FTI Consulting
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Huw Parks

Email: CWA@fticonsulting.com

1. For Creditors Submitting a Proof of Claim

If you have a Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by 5:00 p.m. (Vancouver time) on June 13, 2023** (the "Claims Bar Date"), to avoid the barring of any Claim (other than a Restructuring Claim) you may have against either of the Petitioners and/or any of their Directors and/or Officers, if any.

To avoid the barring of any Restructuring Claim you may have against either of the Petitioners and/or any of their Directors and/or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the Notice of Disclaimer or Resiliation that was sent to you** (the "Restructuring Claims Bar Date").

For the avoidance of doubt, any Claim or Restructuring Claim you may have against any of the Petitioners must be filed in accordance with the process set forth herein.

Additional Proof of Claim forms can be found on the Monitor's website at <http://cfcanda.fticonsulting.com/CWA> or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit it in one PDF file and ensure the name of the file is **[legal name of creditor]poc.pdf**.

2. Claims Order

While this Instruction Letter, along with its accompanying Proof of Claim form, is provided to assist you in the Claims Process, you must comply with the terms of the Claims Process Order pronounced May 4, 2023.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

- (A) YOUR CLAIM SHALL BE FOREVER **BARRED** AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST EITHER OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS;
- (B) YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;
- (C) YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF THE PETITIONERS' ASSETS; AND

**(D) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA
PROCEEDINGS OF THE PETITIONERS**

SCHEDULE "D"
FORM OF PROOF OF CLAIM
PROOF OF CLAIM
AGAINST CANWEST AEROSPACE INC. AND CAN WEST GLOBAL AIRPARTS
INC.

(hereinafter referred to as the "Petitioners")

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated May 4, 2023, as may be amended, restated or supplemented from time to time.

1. Particulars of Creditor:

(a) Please complete the following:

Full Legal Name: <i>(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the Filing Date.)</i>	
Full Mailing Address: <i>(Full Mailing Address should be that of the Creditor, not of the Assignee.)</i>	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has the Claim been sold, transferred or assigned by the Creditor to another party (an "Assignee")?

Yes: []

No: []

2. Particulars of Assignee(s) (if any):

(a) Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee(s):	
Full Mailing Address of Assignee(s):	
Telephone Number of Assignee(s):	
E-mail Address of Assignee(s):	
Attention (Contact Person):	

3. Proof of Claim:

I _____ (name of individual Creditor or Representative of corporate Creditor), of _____ (City, Province or State) do hereby certify that:

(a) I am a Creditor; OR

I am _____ (state position or title)
of _____ (name of corporate Creditor), which is a
Creditor;

(b) I have knowledge of all the circumstances connected with the Claim referred to below;

(c) I (or the corporate Creditor, as applicable) have a Claim against:

Canwest Aerospace Inc.

Can West Global Airparts Inc. as follows:

PRE-FILING CLAIM (as at March 8, 2023):

\$ _____ (insert \$ value of Claim)

RESTRUCTURING CLAIM:

\$ _____ (insert \$ value of Claim arising after the Filing Date resulting from the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

TOTAL CLAIM(S) \$ _____

(d) I (or the corporate Creditor, as applicable), have a Director and/or Officer Claim against the following persons _____ (if inserting a Claim against a Director or Officer, insert name(s) of such persons) as follows:

\$ _____ (insert \$ value of Claim)

(Note: Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the daily average exchange rate of the Bank of Canada as at the Filing Date. Please indicate currency of claim if not Canadian Dollars).

Nature of Claim:

(Check and complete appropriate category)

A. UNSECURED CLAIM OF \$ _____.
That in respect of this debt, no assets of either of the Petitioners are pledged as security.

B. SECURED CLAIM OF \$ _____.
That in respect of this debt, assets of _____ (insert name of applicable Petitioners) valued at \$ _____ are pledged to me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the Claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Petitioners to the Creditor and estimated value of such security. Where a Claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your Claim or enclose a draft Notice of Civil Claim.)

Filing of Claims:

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on June 13, 2023 (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date resulting from a restructuring, disclaimer, resiliation, termination, or breach after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the applicable Notice of Disclaimer or Resiliation (the "Restructuring Claims Bar Date").**

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST EITHER OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, or courier at the following addresses

FTI Consulting
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attention: Huw Parks
Email: CWA@fticonsulting.com

DATED this _____ day of _____ 2023.

Witness:

Per: _____

Print name of Creditor:

*If Creditor is other than an individual,
print name and title of authorized
signatory*

Name:

Title:

SCHEDULE "E"

FORM OF NOTICE OF REVISION OR DISALLOWANCE

**NOTICE OF REVISION OR DISALLOWANCE
OF CANWEST AEROSPACE INC. AND/OR CAN WEST GLOBAL AIRPARTS INC.**

(hereinafter referred to as the "Petitioners")

Full Legal Name of Creditor: _____

Reference #: _____

Pursuant to the Order of the Supreme Court of British Columbia dated May 4, 2023 (as may be amended, restated or supplemented from time to time), FTI Consulting Canada Inc., in its capacity as Monitor of the Petitioners, hereby gives you notice that the Monitor has reviewed your Proof of Claim and has revised or disallowed your Claim as follows:

	Proof of Claim as Submitted (\$CDN)	Revised Claim as Accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in PDF format), or courier to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on June 12, 2023 (being ten (10) days

after the date of this Notice of Revision or Disallowance), or such other date as may be agreed to by the Monitor. The form of Notice of Disallowance is attached to this Notice.

Where a Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.

Address for service of Notices of Dispute:

FTI Consulting
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attention: Huw Parks
Email: CWA@fticonsulting.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this ____ day of _____,
2023.

FTI Consulting Canada Inc.

In its capacity as the Court-
appointed Monitor of the Petitioners

Per: _____

Name: _____

Title: _____

SCHEDULE "F"

FORM OF NOTICE OF DISPUTE

**NOTICE OF DISPUTE
OF CANWEST AEROSPACE INC. AND/OR CAN WEST GLOBAL AIRPARTS INC.**

(hereinafter referred to as the "Petitioners")

Pursuant to the Order of the Supreme Court of British Columbia dated May 4, 2023, (as may be amended, restated or supplemented from time to time), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by FTI Consulting Canada Inc., in its capacity as Monitor of the Petitioners, in respect of my/our Claim.

Full Legal Name of Creditor. _____

	Reviewed Claim as Accepted (\$CDN)	Reviewed Claim as Disputed (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reasons for Dispute (attach additional sheet if necessary and copies of all supporting documentation):

Signature: _____

Date: _____

(Please print name): _____

Telephone Number: (_____) _____

Facsimile Number. (_____) _____

Email Address: _____

Full Mailing Address: _____

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), or courier to the address indicated herein and is to be received by the Monitor by the later of: (i) 5:00 p.m. (Vancouver time) on June 3, 2023, being the Claims Bar Date; and (ii) 5:00 p.m. (Vancouver time) on the day that is ten (10) days after the date of the applicable Notice of Disclaimer or Resiliation.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

Address for service of Notices of Dispute:

FTI Consulting
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attention: Huw Parks
Email: CWA@fticonsulting.com