

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

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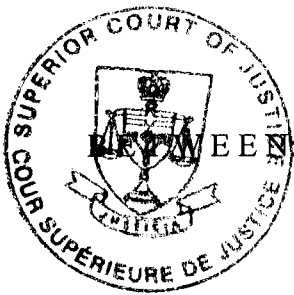
TUESDAY, the 27th

JUSTICE MORAWETZ

)

)

DAY OF JULY, 2010



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

THOMAS COOK CANADA INC.

Applicant

- and -

SKYSERVICE AIRLINES INC.

Respondent

CLAIMS PROCEDURE ORDER

THIS MOTION made by the Receiver for an order approving a procedure for the determination and resolution of claims filed against Skyservice and authorizing and directing the Receiver to administer the claims procedure in accordance herewith, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Fourth Report of the Receiver dated July 20, 2010, and on hearing the submissions of counsel for the Receiver and such other counsel as were present and on being advised that the Service List was served with the Notice of Motion herein:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. THIS COURT ORDERS that for the purposes of this Order the following terms will have the following meanings:
 - (a) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
 - (b) “**Claim**” means any right or claim of any Person, that may be made in whole or in part against Skyservice, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, in existence on, or which is based on, an event, act or omission which occurred in whole or in part prior to the Date of Receivership, and any interest that may accrue thereon for which there is an obligation to pay, and costs which such Person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, by reason of the commission of a tort (intentional or unintentional), any contract or breach of contract, 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 to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,

equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or 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, provided that "Claim" shall not include an Excluded Claim;

- (c) "**Claimant**" means a Person asserting a Claim;
- (d) "**Claims Bar Date**" means 5:00 p.m. (Toronto time) on August 27, 2010, or any later date ordered by the Court;
- (e) "**Claims Officer**" means any individual appointed in accordance with paragraph 17 hereof to act as a claims officer for purposes of the Claims Procedure;
- (f) "**Claims Procedure**" means the procedures outlined in this Order, including the Schedules;
- (g) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (h) "**Creditor**" means any Person having a Claim;
- (i) "**Date of Receivership**" means March 31, 2010;
- (j) "**Dispute Package**" means, with respect to any Claim, a copy of all information submitted via the FTI Claims Site or otherwise provided to, or delivered by, the Receiver in accordance with this Order;

- (k) “**Excluded Claim**” means (i) any claim secured by the Receiver’s Charge or (ii) any claim arising under a contract entered into by the Receiver, on behalf of Skyservice, after the Date of Receivership or with respect to goods or services provided to Skyservice at the request of the Receiver, on behalf of the Skyservice, on or after the Date of Receivership.
- (l) “**FTI Claims Site**” means <https://cmsi.ftitools.com/skyservice>;
- (m) “**Information Submission Form**” means a form substantially in accordance with the form attached hereto as Schedule “2”;
- (n) “**Known Creditor**” means (i) a Person with a Claim or potential Claim against Skyservice where the Receiver has knowledge or notice of such Claim or potential Claim; or (ii) a Person that the books and records of Skyservice disclose was owed an amount by Skyservice as at the Date of Receivership or arising subsequent to the Date of Receivership that constitutes damages as a result of the termination or repudiation of an executory contract;
- (o) “**Notice to Creditors**” means the notice for publication, substantially in the form attached as Schedule “1”;
- (p) “**Person**” means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or similar entity, howsoever designated or constituted;

- (q) **“Proven Claim”** means the amount and classification of a Creditor’s Claim as finally determined in accordance with this Claims Procedure, including any deemed amount or classification pursuant to this Order;
 - (r) **“Receiver”** means FTI Consulting Canada Inc., in its capacity as the court-appointed receiver over all of the assets, undertakings and property of Skyservice;
 - (s) **“Receiver’s Charge”** means the “Receiver’s Charge” as defined in the Receivership Order;
 - (t) **“Receivership Order”** means the Order of the Honourable Justice Gans dated March 31, 2010, as may be amended from time to time;
 - (u) **“Receiver Website”** means <http://cfcanada.fticonsulting.com/skyservice>;
 - (v) **“Skyservice”** means Skyservice Airlines Inc.; and
 - (w) **“Supporting Documentation Submission Form”** means a form substantially in accordance with the form attached hereto as Schedule “3”.
3. THIS COURT ORDERS that all references in this Order to the word “including” will mean “including without limitation”.
4. THIS COURT ORDERS that references herein to the singular include the plural, to the plural include the singular, and to any gender include the other gender.

ADMINISTRATION OF THE CLAIMS PROCEDURE

5. THIS COURT ORDERS that the Claims Procedure shall govern the submission, evaluation and adjudication of Claims against Skyservice and shall be administered by the Receiver through the FTI Claims Site, except as otherwise provided for in this Order.

SOLICITATION OF CLAIMS AGAINST SKYSERVICE

6. THIS COURT ORDERS that on or around July 30, 2010 the Receiver shall send a copy of the Notice to Creditors and a copy of the this Order to each Known Creditor by regular prepaid mail or electronic mail to the address of such Known Creditor as set out in the books and records of Skyservice.
7. THIS COURT ORDERS that on or around August 5, 2010 the Receiver shall cause the Notice to Creditors to be published in the *National Post* (National Edition).
8. THIS COURT ORDERS that the Receiver shall cause the Notice to Creditors to be posted on the Receiver Website as soon as practicable following the date of entry of this Order and to remain posted until at least the Claims Bar Date.
9. THIS COURT ORDERS that any Person that wishes to assert a Claim against Skyservice must submit proof of such Claim, together with all relevant supporting documentation in respect of such Claim, via the FTI Claims Site or as otherwise permitted by this Order by no later than the Claims Bar Date.
10. THIS COURT ORDERS that any Person who does not file proof of a Claim against Skyservice in accordance with this Order by the Claims Bar Date will be forever barred from asserting or enforcing such Claim against Skyservice, and Skyservice will not have any

liability whatsoever in respect of such Claim and such Claim shall be extinguished, unless otherwise ordered by the Court.

DETERMINATION OF CLAIMS AGAINST SKYSERVICE

11. THIS COURT ORDERS that the Receiver shall review the information filed by each Claimant in accordance herewith in respect of its Claim and may accept, revise or disallow the Claim. At any time, the Receiver may request additional information with respect to any Claim.
12. THIS COURT ORDERS that the Receiver may attempt to consensually resolve the classification and amount of any Claim with the Claimant prior to accepting, revising or disallowing such Claim.
13. THIS COURT ORDERS that if the Receiver determines to revise or disallow a Claim, the Receiver may do so by notifying the Claimant of the revision or disallowance via the FTI Claims Site or as otherwise provided in this Order.
14. THIS COURT ORDERS that if a Claimant wishes to dispute the classification or amount of its Claim as set forth by the Receiver in a notice of revision or disallowance, then such Claimant shall dispute such revision or disallowance via the FTI Claims Site or as otherwise provided in this Order, by no later than 5:00 p.m. (Toronto time) on the date that is fifteen [15] days after the date of the notification of such revision or disallowance by the Receiver or such later date as the Court may order.
15. THIS COURT ORDERS that any Claimant who fails to dispute a revision or disallowance in accordance with this Claims Procedure by the deadline and in the manner set forth in paragraph 14 hereof shall be deemed to accept the classification and amount of its Claim as

set out in the revision or disallowance, and the Claim as set out in the revision or disallowance shall constitute such Claimant's Proven Claim.

16. THIS COURT ORDERS that if a Claimant disputes a revision or disallowance of its Claim pursuant to paragraph 14 hereof, the Receiver may:
- (a) attempt to consensually resolve the classification and the amount of the Claim with the Claimant;
 - (b) deliver a Dispute Package to the Claims Officer, if one has been appointed; and/or
 - (c) schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and amount of the Claim determined by the Court, and at such motion the Claimant shall be deemed to be the applicant and the Receiver shall be deemed to be the respondent.

CLAIMS OFFICER(S)

17. THIS COURT ORDERS that the Receiver be and is hereby authorized to appoint one or more individuals, considered by the Receiver to be appropriately qualified, to act as a claims officer to determine the amount and/or classification of disputed Claims in accordance with the Claims Procedure. The Receiver shall advise as to the identity of each Claims Officer so appointed by providing notification of same to the then current service list in these proceedings. Any party that objects to the appointment of such Claims Officer shall advise the Receiver in writing within seven (7) business days. If the Receiver is unable to resolve the objection it shall seek direction from the Court as to the appointment of the Claims Officer. The Receiver shall pay the reasonable professional fees and disbursements of each Claims Officer in connection with such appointment as claims officer on presentation and

acceptance of invoices from time to time. Each Claims Officer shall be entitled to a reasonable retainer against its fees and disbursements which shall be paid by the Receiver upon request.

18. THIS COURT ORDERS that subject to further order of the Court, the Claims Officer shall determine the classification and/or amount of each Claim in respect of which a dispute has been referred to such Claims Officer by the Receiver pursuant to paragraph 16(b), and in doing so, the Claims Officer shall be empowered to determine the manner in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim.
19. THIS COURT ORDERS that upon receipt of a Dispute Package in respect of a Claim, the Claims Officer shall schedule and conduct a hearing to determine the classification and/or amount of the Claim and shall, as soon as practicable after such hearing, notify the Receiver and the Claimant of his or her determination.
20. THIS COURT ORDERS that the Receiver or the Claimant may appeal the Claims Officer's determination to this Court by serving upon the other and filing with this Court, within ten days of notification of the Claims Officer's determination of such Claimant's Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not filed within such period, then the Claims Officer's determination shall, subject to a further order of the Court, be deemed to be final and binding and shall be such Claimant's Proven Claim.

NOTICE OF TRANSFEREES

21. THIS COURT ORDERS that if a Claimant, a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Receiver as the holder of the

Claim, transfers or assigns that Claim to another Person, the Receiver shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.

22. THIS COURT ORDERS that if a Claimant, a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Receiver as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant or Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant, or Creditor in accordance with the provisions of this Order.
23. THIS COURT ORDERS that the Receiver is not under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to

any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim, as applicable in respect of any Claim.

24. THIS COURT ORDERS that nothing in this Order shall operate to alter, amend, derogate, or supplement the provisions of any inter-creditor agreement or subordination agreement as it pertains to the rights of any Claimant as applicable in respect of any Claim.

SUBMISSION OF INFORMATION AND SUPPORTING DOCUMENTATION BY PAPER COPY

25. THIS COURT ORDERS that any Claimant, Creditor, or any subsequent holder of a Claim who has been acknowledged by the Receiver as the holder of the Claim, that is unwilling or unable to submit information via the FTI Claims Site, may instead submit such information by paper copy to the Receiver using the Information Submission Form.
26. THIS COURT ORDERS that the Receiver is authorized to input to the FTI Claims Site the information submitted using the Information Submission Form and that the Receiver shall have no liability for the information submitted other than as a result of gross negligence or wilful misconduct.
27. THIS COURT ORDERS that any Claimant, Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Receiver as the holder of the Claim, that is unwilling or unable to submit supporting documentation via the FTI Claims Site may instead submit such supporting documentation by paper copy to the Receiver using the Supporting Documentation Submission Form.
28. THIS COURT ORDERS that the Receiver is authorized to upload to the FTI Claims Site the supporting documentation submitted using the Supporting Documentation Submission Form

and that the Receiver shall have no liability for the information submitted other than as a result of gross negligence or wilful misconduct.

29. THIS COURT ORDERS that the Receiver is authorized to deliver any notification hereunder by paper copy.

GENERAL PROVISIONS

30. THIS COURT ORDERS that the Receiver, in addition to its prescribed rights and obligations under the Receivership Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

31. THIS COURT ORDERS that for the purposes of the Claims Procedure, all Claims which are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate in effect on the Date of Receivership.

32. THIS COURT ORDERS that any notice or communication required to be delivered by the Receiver pursuant to this Order may be delivered via the FTI Claims Site or may be delivered by facsimile, email or electronic transmission, personally delivery, courier or prepaid mail to the address or number contained in the books and records of Skyservice or as included in the information submitted by a Claimant in respect of its Claim.

33. THIS COURT ORDERS that any notice or communication required to be delivered by a Claimant or Creditor pursuant to the terms of this Order must be delivered via the FTI Claims Site unless otherwise provided in this Order.

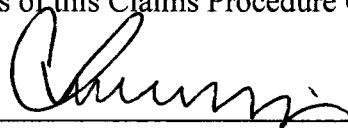
34. THIS COURT ORDERS that any paper copy of any document, notification or notice to be delivered to the Receiver in accordance with this Claims Procedure must be delivered to:

FTI Consulting Canada Inc.
In its capacity as Receiver of Skyservice Airlines Inc.
79 Wellington St. W.
TD Waterhouse Tower Suite 2010
PO Box 104
Toronto, Ontario M5K 1G8
Attention: Skyservice Claims
Facsimile: (416) 649-8101
Email: skyservice.receiver@fticonsulting.com

35. THIS COURT ORDERS that in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.
36. THIS COURT ORDERS that in the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by email, facsimile transmission, personal delivery or courier and any notice or other communication given or made by prepaid mail within the seven (7) day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of notice by email, facsimile transmission, personal delivery or courier prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth business day following the date on which such notice or other communication is mailed.
37. THIS COURT ORDERS that the Receiver is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which the fields of the FTI Claims

Site or any paper forms, as the case may be, are completed and executed and may, where it is satisfied that a Claim has been adequately filed or proven, waive strict compliance with the requirements of this Claims Procedure provided that nothing in this Order shall confer upon the Receiver the discretion or ability to accept Claims lodged subsequent to the Claims Bar Date.

38. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any nation or state to act in aid of and be complimentary to this Court in carrying out the terms of this Claims Procedure Order.



Christina Irwin
Registrar, Superior Court of Justice

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

JUL 27 2010

PER / PAR: 

Schedule "1"

NOTICE TO CREDITORS AND OTHERS

IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.
(the "Company")

TO: CREDITORS AND TO ANY OTHER PERSON OR PARTIES

NOTICE OF CLAIMS PROCEDURE AND CLAIMS BAR DATE

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Honourable Justice● of the Ontario Superior Court of Justice (Commercial List) dated ●, 2010 (the "Claims Procedure Order").

Any person who believes that it has a Claim against an Company should go to the FTI Claims Site <https://cmsi.ftitools.com/skyservice> to create a user account and submit their Claim online.

Creditors who are unable or unwilling to use the FTI Claims Site may request an Information Submission Form and a Supporting Documentation Submission Form from the Receiver by contacting●. All creditors must submit their Claim to the FTI Consulting Canada Inc., in its capacity as the Court-appointed Receiver of Skyservice via the FTI Claims Site or the Information Submission Form by no later than by 5:00 p.m. (Eastern Standard Time) on August 27, 2010 or such other date as ordered by the Court (the "Claims Bar Date").

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors will find a link to the FTI Claims Site and a copy of the Information Submission Form and the Supporting Documentation Submission Form on the Receiver Website at <http://cfcanada.fticonsulting.com/skyservice> or they may contact the Receiver (**Attention: Skyservice Claims, E-mail: skyservice.receiver@fticonsulting.com**) to obtain the Information Submission Form and the Supporting Documentation Submission Form.

Creditors should file their Claim with the Receiver using the FTI Claims Site. The Information Submission Form and Supporting Documentation Submission Form may be submitted by mail, fax, email, courier or hand delivery. Creditors must

ensure that the Claim is actually received by the Claims Bar Date at the address below.

Address of Receiver:

FTI Consulting Canada Inc.
79 Wellington St. W.
Suite 2010 Post Office Box 104
Toronto, Ontario M5K 1G8

Attention: Skyservice Claims

Facsimile: (416) 649-8101
E-mail: skyservice.receiver@fticonsulting.com

Dated at _____ this _____ day of _____, 2010.

Schedule "2"

Information Submission Form

Add Contact

Name _____
Attention _____
Address 1 _____
Address 2 _____
City _____
State/Province _____
ZIP/Postal Code _____
Country _____
Phone _____
Fax _____
Email _____
Type Assignee Attorney CC only Claimant
Notice None Notice only Primary contact

Add Contact

Name _____
Attention _____
Address 1 _____
Address 2 _____
City _____
State/Province _____
ZIP/Postal Code _____
Country _____
Phone _____
Fax _____
Email _____
Type Assignee Attorney CC only Claimant
Notice None Notice only Primary contact

Add Claim

Claim Amount _____
Currency _____
Debtor Company Name _____
Claim Type Pre-Filing Subsequent
Classification Secured Unsecured
Category 1 Employee Former Employee Guarantee
 Deficiency Pension Trade Landlord
Category 2 Royalty

Security Type Security Agreement Statutory Lien

Comments - Please add any comments that may assist us in reviewing your claim.

Add Claim

Claim Amount _____

Currency _____

Debtor Company Name _____

Classification Secured Unsecured

Category 1 Employee Former Employee Guarantee

Deficiency Pension Trade Landlord

Category 2 Royalty

Security Type Security Agreement Statutory Lien

Comments - Please add any comments that may assist us in reviewing your claim.

Future correspondence

All future correspondence will be directed to the email designated in the contact details unless you specifically request that hardcopies be provided.

Hardcopy of correspondence required

Acknowledgement

Signature _____

Date _____

Notice of Dispute

Original Claim Amount _____

Revised Claim per Receiver _____

Revised Claim per Claimant _____

Currency _____

Debtor Company Name _____

Classification Secured Unsecured

Category 1 Employee Former Employee Guarantee

Deficiency Pension Trade Landlord

Category 2 Royalty

Security Type Security Agreement Statutory Lien

Reason for Dispute - Please add any comments that may assist us in reviewing your claim.

Notice of Dispute

Original Claim Amount _____

Revised Claim per Receiver _____

Revised Claim per Claimant _____

Currency _____

Debtor Company Name _____

Classification Secured Unsecured

Category 1 Employee Former Employee Guarantee

Deficiency Pension Trade Landlord

Category 2 Royalty

Security Type Security Agreement Statutory Lien

Reason for Dispute - Please add any comments that may assist us in reviewing your claim.

Acknowledgement

Signature

Date

Schedule "3"

Supporting Documentation Submission Form

Contact Details

Name _____
Attention _____
Address 1 _____
Address 2 _____
City _____
State/Province _____
ZIP/Postal Code _____
Country _____
Phone _____
Fax _____
Email _____

Supporting Documentation

Please attach hard copies of your supporting documentation to this form.

Comments _____

Future correspondence

All future correspondence will be directed to the email designated in the contact details unless you specifically request that hardcopies be provided.

Hardcopy of correspondence required

Acknowledgement

Signature _____
Date _____

IN THE MATTER OF THE RECEIVERSHIP OF SKYSERVICE AIRLINES INC.

BETWEEN:

THOMAS COOK CANADA INC.

- and -

SKYSERVICE AIRLINES INC.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

CLAIMS PROCEDURE ORDER

McCarthy Tétrault LLP
Suite 5300, P.O. Box 48
Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Jamey Gage LSUC#: 346761
Tel: (416) 601-7539
E-mail: jgage@mccarthy.ca

Geoff R. Hall LSUC#: 347010
Tel: 416 601-7856
E-mail: ghall@mccarthy.ca

Heather Meredith LSUC#: 48354R
Tel: (416) 601-8342
E-mail: hmeredith@mccarthy.ca

Fax: (416) 868-0673

Lawyers for FTI Consulting Canada Inc.
#1361713 v.7