

SCHEDULE C

Accession Form

TO: [Existing Parties to MOA]  
RE: Accession to Memorandum of Agreement dated ■

The [Airport/Signatory Air Carrier], having received a copy of the Memorandum of Agreement dated ■ between the Air Transport Association of Canada, certain Airports and certain Signatory Air Carriers, and desiring to be a Party to that Memorandum of Agreement, and now providing consideration of one dollar (\$1.00), in Canadian funds, to each of the existing Parties to the Memorandum of Agreement, hereby agrees to be bound to the Memorandum of Agreement and to abide by its terms and conditions.

DATE: \_\_\_\_\_

SIGNATURE

TITLE

SIGNATURE

TITLE

Any Notice pursuant to the Memorandum of Agreement should be sent to:

(Company Name and Full Mail Address)

(Contact Name, Title, Telephone Number & Facsimile Number)

SCHEDULE D

ACC Operating Terms of Reference

- (d) Subject to Section 2.2, amendments to Articles 8, 9, 11, 13, 34 and 35, of the MOA require the consent of 80% of the Airports and 80% of the Signatory Air Carriers (including both of the two largest Canadian air carriers as determined by passenger boardings in the immediately preceding calendar year).
- (e) Subject to Section 2.2, ATAC, an Airport and the Signatory Air Carriers as represented by the ACC at that Airport may agree to vary the provisions of this MOA as they apply at that Airport provided that, in no event whatsoever shall they derogate from, alter or amend the provisions of Articles 8, 9, 11, 13, 34 or 35 of this MOA and provided further that notice of such variation is given by ATAC, the Airport and the ACC to all other Parties to this MOA. For greater certainty, no such variation shall affect the provisions of this MOA at any other Airport or any other rights or obligations of any other Parties.
- (f) All notices of amendments and responses shall be sent to ATAC as outlined in Article 28.

### **35.0 ATAC Administration Fee**

- 35.1 Airports agree to contribute proportionately a percentage of gross AIF collected to ATAC to cover ongoing administration functions in support of this MOA, as described in Schedule H of this MOA. The amount to be contributed shall be established annually through the presentation by ATAC of a budget for the information of the Airports. This budgeted amount may vary annually but shall not be less than .1% nor exceed .2% of amounts remitted by all Signatory Air Carriers on behalf of the Airports, together with applicable taxes. The apportionment of this cost amongst the Airports shall be on the basis of enplaned passengers at the Airports.

Winnipeg Airports Authority Inc  
SkyService Account Outstanding

Amount outstanding as at March 31 2010 \$ 207,713.21

March AIF	\$ 191,872.80
March 16th - 29th,2010 landing and terminal	\$ 72,500.00
March P&S	\$ 30,366.00
March Common Use	\$ 13,860.00
March 30th 2010 landings (2)	\$ 5,000.00
	\$ 313,598.80

March unbilled activity plus taxes \$ 329,278.74

Amount estimated to be outstanding \$ 536,991.95

Less: Amount on deposit \$ 85,500.00

Amount estimated to be outstanding \$ 451,491.95

This is an estimated amount owing based on calculations performed.  
When actual tower activity is transferred to invoicing module this  
spreadsheet will be updated

Number of flights  
March 16th - 29th 29.00

Estimated fee for landing and terminal per flight \$ 2,500.00  
(B752) (approximate)

Number of March Passengers  
(estimated based on February numbers) 12,600  
420 passengers per day

As at 10:39 am March 31,2010  
  
2 Skyservice planes are in the YWG westhold area  
C-FLOX  
C-FOBH

THIS IS EXHIBIT F TO THE AFFIDAVIT OF  
MARY ELLEN McDONALD, SWORN BEFORE  
ME THIS 31ST DAY OF MARCH, 2010.

Prepared by: Mary Ellen McDonald  
March 31 2010

  
A Notary Public in and for the  
Province of Manitoba.

**Winnipeg Airports Authority**  
**Aged AR - Detail by Days Outstanding - Sorted by Customer Name**  
 Period: 03-10 As of: 31/03/2010

Date: Wednesday, March 31, 2010  
 Time: 10:52AM  
 User: VERREAULT

Cust ID	Customer Name	Telephone	Contact	Open Balance by Days Outstanding			Total
				1 To 30	31 To 60	61 To 90	
Type	Ref Nbr	Terms	Doc Date	Due Date	Days Past Due	Orig Doc Amt	Avg Days To Pay
Company: AIRPORT							
C62156 SKYSERVICE AIRLINES INC. (416) 679-5700							
IN	013155	immediate	01/06/2009	02/06/2009	302	210.00	210.00
IN	013783	immediate	01/01/2010	02/01/2010	88	882.00	882.00
IN	A28468	Due on Receipt	04/03/2010	03/04/2010	-3	78,747.58	78,747.58
IN	A28542	Due on Receipt	22/03/2010	21/04/2010	-21	83,497.34	83,497.34
IN	M16415	Due on Receipt	09/03/2010	08/04/2010	-8	29,766.27	29,766.27
IN	M16416	Due on Receipt	09/03/2010	08/04/2010	-8	13,586.27	13,586.27
IN	M16487	Due on Receipt	25/03/2010	24/04/2010	-24	21.00	21.00
IN	M16499	Due on Receipt	26/03/2010	25/04/2010	-25	157.50	157.50
IN	P07070	Due on Receipt	02/03/2010	01/04/2010	-1	189.00	189.00
IN	P07071	Due on Receipt	02/03/2010	01/04/2010	-1	551.25	551.25
IN	P07073	Due on Receipt	02/03/2010	01/04/2010	-1	105.00	105.00
PA	SS3MAR		04/03/2010		27	-233,307.06	-232,260.84
Customer Total						-25,593.85	882.00
Company Total						-25,593.85	210.00
							-24,547.63

① Microphone / PA Hook Up

② Ramp Parking Annual Fee

THIS IS EXHIBIT 6 TO THE AFFIDAVIT OF  
MARY ELLEN McDONALD, SWORN BEFORE  
ME THIS 31ST DAY OF MARCH, 2010.



Transport  
Canada

Transports  
Canada



\*\*\*Current Information, directly from the  
database.\*\*\*

*Alison*

A Notary Public in and for the  
Province of Manitoba.

#### Aircraft Information

Mark: C-FLOX

Common Name: Boeing

Model Name: 757-2Y0

Serial No: 26158

Basis for Eligibility for Registration: Type Certificate - CAR Standard 507.02,  
507.03 - A161

Category: Aeroplane

Max take-off weight: 113398.09 kgs

Engine: 2, Turbo Fan

24-bit address: 110000000001111010010000

Regional Office: Toronto

Year Imported: 2008

Base of Operations: CANADA , Manitoba, Winnipeg - YWG

#### Manufacturer Information

Manufacturer: The Boeing Company

Country of manufacture: U.S.A.

Year of Manufacture: 1993

#### Registration Information

Type of Registration: Commercial

Owner Registered Since: 2008-12-16

Latest Certificate of Registration Issued: 2008-12-16

#### Last Registered Owner Information

Name: Skyservice Airlines Inc./Lignes Aeriennes Skyservice Inc.

Care of R Marynissen-Fleet Manager

Address: 31 Fasken Dr.

City: Etobicoke

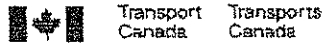
Province/State: Ontario

Postal Code: M9W 1K6

Country: CANADA

Region: Ontario

Mail Recipient: Yes



Canada



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

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#### Aircraft Information

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**Mark:** C-FOBH

**Common Name:** Boeing

**Model Name:** 757-236

**Serial No:** 29944

**Basis for Eligibility for Registration:** Type Certificate - CAR Standard 507.02, 507.03 - A161

**Category:** Aeroplane

**Max take-off weight:** 113398.09 kgs

**Engine:** 2, Turbo Fan

**24-bit address:** 110000000010010100011010

**Regional Office:** Toronto

**Year Imported:** 2009

**Base of Operations:** CANADA , Ontario, CYYZ

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#### Manufacturer Information

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**Manufacturer:** The Boeing Company

**Country of manufacture:** U.S.A.

**Year of Manufacture:** 1999

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#### Registration Information

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**Type of Registration:** Commercial

**Owner Registered Since:** 2009-12-09

**Latest Certificate of Registration Issued:** 2009-12-09

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#### Last Registered Owner Information

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**Name:** Skyservice Airlines Inc./Lignes Aeriennes Skyservice Inc.

**Care of:** R Marynissen-Fleet Manager

**Address:** 31 Fasken Dr.

**City:** Etobicoke

**Province/State:** Ontario

**Postal Code:** M9W 1K6

**Country:** CANADA

**Region:** Ontario

**Mail Recipient:** Yes

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**Kim Gilson**

THIS IS EXHIBIT H TO THE AFFIDAVIT OF  
MARY ELLEN McDONALD, SWORN BEFORE  
ME THIS 31ST DAY OF MARCH, 2010.

**From:** Tanice Houston [thouston@waa.ca]  
**Sent:** Wednesday, March 31, 2010 3:45 P  
**To:** Kim Gilson  
**Subject:** FW: MEDIA - Wednesday, March 3  
**Attachments:** ATT00001.jpg

  
A Notary Public in and for the  
Province of Manitoba.

## **CJOB NEWS, Wednesday, March 31, 2010**

### **Skyservice Is Finished**

The Skyservice chartered airline is ceasing operations after entering into receivership in Ontario Superior Court today.

In a release, the privately-owned airline says recent changes in the Canadian vacation tour market and its debt have left it unable to maintain profitable operations. It says as a result, one of its secured lenders applied for the court appointment of a receiver to wind up the business. Skyservice says it's cancelled one flight that was scheduled to depart for the Dominican Republic today and its return leg. All remaining flights scheduled to depart Canada during April have also been scrubbed.

The company says it will work with its tour operator customers and other lift providers to ensure that passenger issues are resolved promptly. Signature Vacations — which chartered flights from Skyservice — says it is prepared to deal with a shutdown because it has access to the Sunwing fleet of planes.

## **WINNIPEG FREE PRESS, Wednesday, March 31, 2010**

### **Skyservice shuts down, temporarily strands passengers**

WINNIPEG — Some passengers are stranded in paradise today, after the sudden collapse of a popular charter airline stunned the travel world.

On Wednesday morning, Skyservice announced it would cease operations immediately, after Ontario's Supreme Court handed the 15-year-old airline over to a receiver. Debt problems and "changes in the Canadian vacation tour market" led to the shutdown, the airline said in a press release. According to its website, the airline flew 20 Airbus and Boeing aircraft and employed 1,200 people. It provided charter flights for major tour operators such as Signature Vacations and SunQuest.

The news came as a shock to many — especially the folks booked for an 8 a.m. flight to the Dominican Republic out of the Winnipeg airport this morning. That flight has been rescheduled for 8 p.m. today while tour operators scramble to find aircraft to accommodate their booked and stranded passengers. By Wednesday afternoon, all of tour operator SunQuest's passengers had been slotted onto alternate flights, the company said in a release.

Winnipeg travel agent Ron Pradinuk said that although Skyservice's sudden death is a big surprise, it will not make a long-term impact on the industry. "These are big players... they've got contacts with airlines all over the world. I'm confident that these major operators will find aircraft for (tourists) by the time they need to return," Pradinuk said. "It's going to be a blip... I don't think it will affect anything a week from now."

## **CTV NEWS, Wednesday, March 31, 2010**

### **Skyservice in receivership, folding operations**

Skyservice Airlines is folding its operations after being placed in receivership by an Ontario Court on Wednesday morning.



The charter airline issued a news release just after 11:30 a.m. ET indicating that "recent changes in the Canadian vacation tour market combined with Skyservice Airlines' debt level have rendered the company unable to maintain profitable operations.

"As a result, one of the company's secured lenders applied for the appointment of the receiver," the company said in the release.

Skyservice said the shutdown will result in the cancellation of a flight that was headed to the Dominican Republic today, as well as all of its flights leaving Canada "during the balance of the season in April."

The company said it will work with its tour operator customers to resolve its outstanding passenger issues.

Skyservice also said it was "committed to winding up the business in an orderly and responsible manner. The company and the receiver will continue to treat employees and other stakeholders fairly and in a transparent manner throughout this process."

Gerry Atkin was supposed to board a Skyservice flight to Jamaica on Friday morning.

Now he will have to call the company he booked his vacation through to see what happens next.

He's been told that his tour operator will try to get new seats for Atkin and his wife. Otherwise, they will get a refund.

"I am sure they will make every effort to find seats for us," Atkin told CTV.ca in a telephone interview on Wednesday morning.

Atkin said he was originally supposed to leave for Jamaica on Saturday, though the tour operator e-mailed him last Tuesday to say that his flight had been pushed back a day. Looking back at what happened, he said it may have been a sign that Skyservice was in trouble.

Rumours swirled since early Wednesday morning, after five of the charter airline's flights out of Pearson International Airport were listed as cancelled.

Representatives from Skyservice -- including spokesperson Sabah Mirza and CEO Rob Giguere -- did not return calls to CTV.ca on Wednesday morning, seeking clarification on the cancelled flights and on reports the airline was going under.

According to the Skyservice website, the Canadian company was founded in 1986 and employs over 1,200 people.

A news release from the company last November said Skyservice provides service to about 1 million passengers every year.



One of Manitoba's Best Employers

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This email is the property of Winnipeg Airports Authority, leading transportation through innovation and growth. It has been sent to you in accordance with our core values of respect, integrity and service excellence. This e-mail and any file transmitted with it may contain confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you have received this e-mail in error, please delete it and notify the sender or the system manager.



## Skyservice in receivership, folding operations

CTV.ca News Staff

Updated: Wed, Mar. 31 2010 2:46 PM ET

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The charter airline issued a news release just after 11:30 a.m. ET indicating that "recent changes in the Canadian vacation tour market combined with Skyservice Airlines' debt level have rendered the company unable to maintain profitable operations.

"As a result, one of the company's secured lenders applied for the appointment of the receiver," the company said in the release.

Skyservice said the shutdown will result in the cancellation of a flight that was headed to the Dominican Republic today, as well as all of its flights leaving Canada "during the balance of the season in April."

The company said it will work with its tour operator customers to resolve its outstanding passenger issues.

Skyservice also said it was "committed to winding up the business in an orderly and responsible manner. The company and the receiver will continue to treat employees and other stakeholders fairly and in a transparent manner throughout this process."

Jonathan Carroll, president of iTravel2000.com, said tour operators that offer flights with Skyservice, such as Signature Vacations and Sunquest Vacations, will work over the next several days to secure other aircraft and re-book their customers on new flights.

"So what you're going to see is any passenger that is due to travel in the next four weeks will be taken to destination on a different airline and any passengers that are in destination now will be coming back also," Carroll told CTV News Channel Wednesday afternoon.

Carroll estimated that 99 per cent of affected customers will be re-booked on a different flight, while remaining customers will receive a full refund.

Carroll said customers should contact the agency through which they booked their vacation in order to get the latest updates from their tour operator.

Gerry Atkin was supposed to board a Skyservice flight to Jamaica on Friday morning.

Atkin said Wednesday he will have to call the company he booked his vacation through to see what happens next.

He's been told that his tour operator will try to get new seats for Atkin and his wife. Otherwise, they will get a refund.

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Rumours swirled since early Wednesday morning, after five of the charter airline's flights out of Pearson International Airport were listed as cancelled.

Representatives from Skyservice -- including spokesperson Sabah Mirza and CEO Rob Giguere -- did not return calls from CTV.ca on Wednesday morning, seeking clarification on the cancelled flights and on reports the airline was going under.

CTV Toronto's Tom Hayes reported that no one was willing to speak to the media at the company's corporate headquarters, where the blinds were drawn during the mid-day on Wednesday.

According to the Skyservice website, the Canadian company was founded in 1986 and employs more than 1,200 people.

Hayes said all Skyservice employees have "been told to clear out their desks, especially at the airport where things looked pretty empty this morning."

The Canadian Press reports that Skyservice was an integral part of the Canadian travel industry providing planes and seating capacity to major tour operators. On previous occasions, it has provided flights to companies who were dealing with the collapse of other airlines.

A news release from the company last November said Skyservice provides service to about 1 million passengers every year.

*If you're a Skyservice customer who had a flight cancelled, please share your story with us at [newsline@ctv.ca](mailto:newsline@ctv.ca)*

*With files from The Canadian Press and a report from CTV Toronto*

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ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE  
JUSTICE

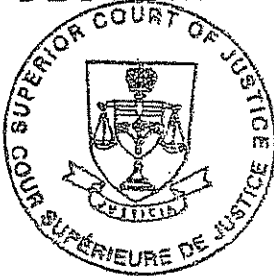
*Th.*  
*G. M.*

)  
)

WEDNESDAY, THE 31<sup>ST</sup>  
DAY OF MARCH, 2010

IN THE MATTER OF THE RECEIVERSHIP OF  
SKYSERVICE AIRLINES INC.

BETWEEN:



THOMAS COOK CANADA INC.

Applicant

- and -

SKYSERVICE AIRLINES INC.

Respondent

(Application under s. 243(1) of the *Bankruptcy and Insolvency Act* for a national receiver  
and s. 101 of the *Courts of Justice Act* for a receiver)

ORDER

THIS APPLICATION made by the Applicant, Thomas Cook Canada Inc. ("TCCT"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and sections 101 and 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing FTI Consulting Canada Inc. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent, Skyservice Airlines Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 361 University Avenue, Toronto, Ontario.

THIS IS EXHIBIT I TO THE AFFIDAVIT OF  
MARY ELLEN McDONALD, SWORN BEFORE  
ME THIS 31ST DAY OF MARCH, 2010.

*Quinton*

A Notary Public in and for the Province  
of Manitoba.

ON READING the affidavit of Karim Nensi sworn March 31, 2010, and the Exhibits thereto; and on hearing the submissions of counsel for TCCI, the Debtor, Gibralt Capital Corporation ("Gibralt"), and FTI Consulting Canada Inc.; and on reading the Pre-Appointment Report to the Court Submitted by FTI Consulting Canada Inc., in its capacity as proposed Receiver; and on reading the consent of FTI Consulting Canada Inc. to act as the Receiver:

**SERVICE**

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

**APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, FTI Consulting Canada Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

**RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property in respect of the preservation, protection, collection and realization thereof and, without in any way limiting the generality of the foregoing (but subject to the limitations in clause (d) below), the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) in the case of Property consisting of airframes, aircraft engines and related accessories, parts, equipment, manuals, records and other property ("Aircraft Objects"), to permit any owner or lessor of, or other person with an interest in, any such Aircraft Objects to take possession or control thereof, whether the Receiver has or has not taken prior possession or control thereof, on such terms (if any) as the Receiver considers appropriate;
- (d) to wind-down but not operate the business and realize on the Property of the Debtor, including the powers to enter into any agreements, incur and pay any obligations in the ordinary course of winding-down the business and realizing on the Property, cease to carry on the business, or cease to perform any contracts of the Debtor;
- (e) to enter into arrangements to assist employees of the Debtor, who have travelled and remain outside of Canada in the course of their employment, to return to Canada, including the power to incur and pay reasonable accommodation, transportation and meal costs and to reimburse such costs;

- (f) to confirm the continuation of employment by the Debtor of employees pursuant to letters from the Receiver on behalf of the Debtor and of union employees (if any) in respect of whom the applicable union or local has entered into an agreement with the Receiver, in each case on terms satisfactory to the Receiver, all with a view to facilitating a wind-down of the business and realization of the Property;
- (g) to confirm the permanent layoff and/or termination of employment by the Debtor of employees pursuant to letters from the Receiver on behalf of the Debtor;
- (h) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons (including, without limitation, affiliates of the Receiver) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (i) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as the Receiver considers necessary or desirable to facilitate the wind-down of the business of the Debtor and the realization on the Property;
- (j) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (k) to settle, extend or compromise any indebtedness owing to the Debtor;

- (l) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (m) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (n) to continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (o) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (p) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$750,000, provided that the aggregate consideration for all such transactions does not exceed \$3,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (q) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (r) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (s) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the real property described in Schedule B hereto;
- (t) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (u) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and



- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records,

or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA to the same extent that counterparties are entitled to exercise remedies thereunder pursuant to section 65.1 of the BIA in proposal proceedings, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

**EMPLOYEES**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of any or all such employees. In this regard, the Receiver may confirm the continuation of the employment, by the Debtor, of employees pursuant to a letter from the

Receiver on behalf of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor or other employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay on behalf of the Debtor, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act.

**PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed or construed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge

(the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and subject to any validly registered mortgage, lien or charge on the real property of the Debtor (other than any registrations in favour of TCCI or Gibralt) or to any validly attached and perfected security interest in a specific identified asset of the Debtor identified on the PPSA register.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time

as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate to any validly registered mortgage, lien or charge on the real property of the Debtor (other than any registrations in favour of TCCI or Gibralt) or to any validly attached and perfected security interest in a specific identified asset of the Debtor identified on the PPSA register.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.



GENERAL

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

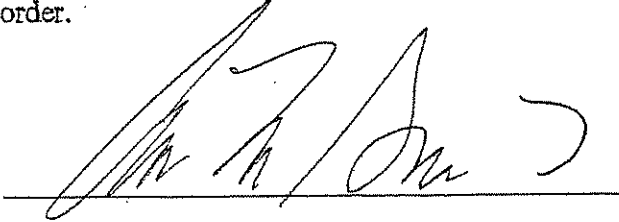
25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, appearing to be 'M. A. Smith', written over a horizontal line.

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

MAR 3 4 1963

PER / PAR: TV

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$500,000

THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Skyservice Airlines Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 31st day of March, 2010 (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FTI Consulting Canada Inc. solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

SCHEDULE "B"

**31 Fasken Drive, Toronto, ON**

PIN: 07420-0020 (LT)

PT BLK B, PL 7994, PART 1, 64R8871, T/W EB367331; ETOBICOKE, CITY OF TORONTO.

**6932 Vanguard Drive, Mississauga, ON**

PIN: 13526-0009 (LT)

LT 9, REGISTRAR'S COMPILED PLAN 1006; T/W EASEMENTS DESCRIBED IN R01129884; BRAMPTON/MISSISSAUGA; T/W EASEMENT AS IN PR361078; T/W EASEMENT OVER PT LOT 5 CON 7 EHS TT, DESG PTS 35 TO 38, PLAN 43R32426, AS IN PR1523019.

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

**THOMAS COOK CANADA INC.**      **SKYSERVICE AIRLINES INC.**  
Applicant                                      and                                      Respondent

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER  
(Appoint National Receiver)**

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Lawyers for the applicant, Thomas Cook Canada,  
Inc.

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