

Deloitte.



NO. S-230764
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

**1206546 B.C. LTD.
and
THOMAS GEORGE JACKSON**

RESPONDENTS

**THIRD AND FINAL REPORT OF THE COURT APPOINTED
RECEIVER AND MANAGER OF CANWEST AEROSPACE INC.
AND CAN WEST GLOBAL AIRPARTS INC.**

DATED JUNE 12, 2024

PREPARED BY DELOITTE RESTRUCTURING INC.

TABLE OF CONTENTS

INTRODUCTION..... 1
 Purpose of the Third Report 2
 Terms of Reference 3
BACKGROUND 3
 Leased Premises 3
CLOSING OF THE TRANSACTION 4
ACTIVITIES OF THE RECEIVER FOLLOWING THE SECOND REPORT 5
CREDITORS AND SECURED CHARGES 5
 The Administration Charge 5
 CRA priority claims 5
 Wage Claims..... 6
 WorkSafeBC Claim..... 6
 Receiver’s Charge and Borrowings 6
 RBC Indebtedness 6
 BDC Indebtedness 7
 Unsecured Creditors 7
STATEMENT OF RECEIPTS AND DISBURSEMENTS 8
FINAL DISTRIBUTION..... 8
REMAINING MATTERS TO BE COMPLETED IN THE RECEIVERSHIP PROCEEDINGS 9
CONCLUSIONS AND RECOMMENDATIONS..... 10

APPENDICES

Appendix "A" – Receiver’s Statement of Actual and Estimated Receipts and Disbursements for the period from August 29, 2023 to June 11, 2024

INTRODUCTION

- 1) On March 8, 2023, the Supreme Court of British Columbia (the "**Court**") granted an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985 c. C-36, as amended (the "**CCAA**" and those proceedings, the "**CCAA Proceedings**") on the application of CanWest Aerospace Inc. ("**CW Aerospace**") and Can West Global Airparts Inc. ("**CW Airparts**" and together with CW Aerospace, the "**Companies**" or "**CanWest**"). Prior to the Initial Order, Royal Bank of Canada ("**RBC**") filed an application seeking to appoint a receiver and receiver-manager over the assets, undertakings and properties of CanWest.
- 2) Following a failed transaction and plan in the CCAA Proceedings, on August 29, 2023 (the "**Date of Receivership**"), and on application by RBC, the Court made an order (the "**Receivership Order**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all assets, undertakings and properties of the Companies. The Court proceedings in which the Receiver was appointed are referred to herein as the "**Receivership Proceedings**".
- 3) RBC is the Companies' primary secured creditor. RBC is owed approximately \$3.6 million by CW Aerospace and \$0.2 million by CW Airparts, plus accrued interest, pursuant to various credit facilities. RBC holds various registered security over the Companies' assets, undertakings and properties, along with other corporate and personal guarantees (collectively, the "**RBC Security**").
- 4) Following the issuance of the Receivership Order, the Receiver issued a statutory Notice and Statement of the Receiver for each of CW Aerospace and CW Airparts (the "**Notices to Creditors**") pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3 (the "**BIA**").
- 5) On November 10, 2023, the Receiver issued its First Report to Court (the "**First Report**"). The First Report was filed to, among other things, provide the Court with an overview of the activities of the Receiver and the sale process undertaken, and to support the Receiver's application filed on November 10, 2023 (the "**November 10 Application**") for an order, among other things, directing the provision of information to the Receiver by various parties (the "**Directions Order**"), and approving the activities of the Receiver since the Date of Receivership (the "**Activities Approval Order**").
- 6) The November 10 Application was heard on November 17, 2023 and the Directions Order and the Activities Approval Order were granted on the same date.
- 7) On March 19, 2024, the Receiver issued its second report to Court (the "**Second Report**"). The Second Report was filed to, among other things, provide the Court with an update on the Receiver's sale process and to support the Receiver's application filed on March 19, 2024 (the "**Sale Approval Application**") for an order approving the transaction (the "**Transaction**") contemplated by the subscription agreement entered into on March 8, 2024 (the "**Subscription Agreement**") as between the Receiver, as vendor, and 0854271 B.C. Ltd. and 2155531 Ontario Inc., together as purchaser (together, the "**Purchaser**").
- 8) The Receiver filed its confidential supplement to the Second Report dated March 19, 2024 (the "**Confidential Supplement**") in support of the Sale Approval Application which was sealed in the Court file until the closing of the Transaction. The Confidential

Supplement provided the Court with further information on offers received in the sale process and negotiations with interested parties.

- 9) On April 10, 2024, the Court granted an Order (the "**Sale Approval and Reverse Vesting Order**") approving, among other things, the Transaction.
- 10) This is the Receiver's third and final report to the Court (the "**Third Report**" or "**this Report**"). Unless otherwise provided, all capitalized terms used but not defined in this Third Report are as defined in the Receivership Order.
- 11) The Receivership Order and other documents pertaining to the Receivership Proceedings are posted on the Receiver's website at <http://www.insolvencies.deloitte.ca/canwest> (the "**Receiver's Website**"). This Report will also be posted to the Receiver's Website after it has been filed with the Court.

Purpose of the Third Report

- 12) The purpose of this Report is to:
 - a) report on the closing of the Transaction;
 - b) provide the Court with:
 - i) an overview of the Receiver's activities since the Second Report; and
 - ii) the Receiver's statement of actual and estimated receipts and disbursements from the Date of Receivership to June 11, 2024 (the "**Receiver's R&D**"); and
 - c) support the Receiver's application (to be filed) for an order:
 - i) approving the activities of the Receiver as described in the Second Report and Third Report;
 - ii) approving the Receiver's R&D;
 - iii) approving and authorizing payment of the Receiver's fees and disbursements;
 - iv) approving and authorizing the payment of the fees and disbursements of the Receiver's legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**");
 - v) approving and authorizing the Receiver to make payment of the Final Distributions (as that term is hereinafter defined); and
 - vi) subject to the Receiver filing a certificate with the Court confirming that it has discharged its obligations pursuant to the Receivership Order (the "**Discharge Certificate**"), discharging the Receiver from its obligations under the Receivership Order and releasing Deloitte from any and all liability that Deloitte may have by reason of the acts and omissions of Deloitte while acting in its capacity as Receiver, save and except any claim or liability arising out of fraud, willful misconduct or gross negligence on the part of Deloitte.

Terms of Reference

- 13) In preparing this Report, the Receiver has relied upon unaudited financial and other information prepared by the Companies' bookkeeper and accountants, the Companies' books and records, and discussions with Mr. Jackson and Ms. Lundy (together, "**Management**").
- 14) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of this information.
- 15) All dollar amounts in this Report are in Canadian dollars, unless otherwise indicated.

BACKGROUND

- 16) The Companies are British Columbia-based businesses that provide specialized aircraft and helicopter maintenance, repair and overhaul services locally and internationally.
- 17) CW Aerospace was established to provide maintenance, repair and overhaul services to helicopter and fixed-wing aircraft customers throughout the world.
- 18) CW Airparts was incorporated to sell new and certified repaired parts to customers, including but not limited to CW Aerospace.
- 19) As further described in the First Report, on October 16, 2023, the Receiver terminated all the CW Aerospace employees, except for Mr. Tom Jackson, and CanWest ceased operations.
- 20) On the Date of Receivership the sole director, officer and shareholder of both CW Aerospace and CW Airparts was Mr. Jackson. Mr. Jackson is a guarantor of RBC's loans to CW Aerospace.
- 21) Ms. Lundy acted as the Chief Financial Officer of both CW Aerospace and CW Airparts until October 16, 2023 when her contract of employment was terminated by the Receiver. Ms. Lundy subsequently provided certain accounting services to the Receiver, particularly related to processing of payroll, on a subcontract basis.
- 22) As set out in the First Report, the Receiver made various requests to Mr. Jackson and Ms. Lundy for information and documents pertaining to the Companies' inventory, contracts, customers and assets and obtained the Directions Order to compel this information to be provided. As outlined in the Second Report, Mr. Jackson failed to deliver the information required under the Directions Order by the November 24, 2023 deadline and Ms. Lundy provided only certain of the required information by the deadline. It wasn't until January 2024 that the majority of the information required under the Directions Order was provided. The Receiver notes that this is indicative of a general lack of cooperation by Mr. Jackson's in these Receivership Proceedings which delayed and hindered the Receiver in carrying out its duties and selling the assets. This also required additional time to be spent in this matter and caused the Receiver and its counsel to incur material additional costs.

Leased Premises

- 23) The Companies were operated from two locations:

- a) leased offices and a hangar located airside at the Boundary Bay Airport in Delta, BC (the "**Delta Premises**"). CanWest operated from the Delta Premises starting in May 2023; and
 - b) two workshops and related storage areas located on the property owned by Ms. Lundy in Abbotsford, BC (the "**Abbotsford Premises**").
- 24) The Delta Premises are subject to a lease agreement (the "**Delta Lease**") dated April 19, 2023, between CW Aerospace and Advance Aerospace Inc. ("**AAI**") with a term ending on April 30, 2025, at a monthly rental amount of approximately \$10,500, inclusive of utilities and taxes. The Receiver understands that Mr. Jackson and the principal of AAI are acquaintances. The Receiver has paid occupation rent to AAI since the Date of Receivership to April 15, 2024, the planned closing date for the Transaction.
- 25) On January 21, 2024, following the granting of the Directions Order and after several requests, Ms. Lundy provided the Receiver with a copy of a lease agreement (the "**Abbotsford Lease**") between CW Aerospace and Ms. Lundy dated April 1, 2022. Pursuant to the terms of the Directions Order, any obligation of the Receiver to pay rent in respect of the Abbotsford Lease is stayed pending further order of the Court. Pursuant to the terms of the Subscription Agreement and closing of the Transaction, the Purchaser assumed all obligations and liabilities in respect of the Abbotsford Lease and the Delta Lease.

CLOSING OF THE TRANSACTION

- 26) As set-out in the Second Report, on March 8, 2024, the Receiver entered into the Subscription Agreement with the Purchaser.
- 27) Pursuant to the Subscription Agreement, the Purchaser agreed to purchase, and the Receiver agreed to sell, the shares of the Companies for an aggregate purchase price of USD \$670,000 (the "**Purchase Price**"), payable in cash on closing.
- 28) Closing of the Transaction was set to occur no later than four (4) business days after the granting of the Sale Approval and Reverse Vesting Order, with an outside date of April 30, 2024, unless otherwise agreed to by the parties.
- 29) The Purchaser experienced difficulties in obtaining financing to close the Transaction which materially delayed the closing. The Receiver and Fasken continued to liaise with legal counsel to the Purchaser to ensure the Transaction closed as soon as possible.
- 30) The Transaction closed on May 3, 2024 and proceeds of \$849,250 were paid to the Receiver representing the Canadian dollar equivalent of the Purchase Price, less the USD \$50,000 deposit previously paid.
- 31) Pursuant to the Subscription Agreement and Sale Approval and Reverse Vesting Order, upon closing of the Transaction, the Companies are no longer subject to the Receivership Proceedings. In addition, all Excluded Assets (as defined in the Subscription Agreement) and all other assets were vested in 1206546 B.C. Ltd. ("**Residual Co.**"), including the Purchase Price, and all creditor claims attach to the Residual Co.'s assets with the same nature and priority as prior to the Transaction.

ACTIVITIES OF THE RECEIVER FOLLOWING THE SECOND REPORT

- 32) In addition to closing the Transaction, since the date of the Second Report, the Receiver has, among other things:
- a) corresponded with Transport Canada Civil Aviation and Public Services and Procurement Canada regarding regulatory matters and closing of the Transaction;
 - b) arranged for the extension of insurance coverage up to the closing date of the Transaction;
 - c) returned a deposit (the "**Axxeum Deposit**"), with the consent of RBC, totalling US \$15,000 (converted to \$19,419) to Axxeum Inc. ("**Axxeum**"), a potential purchaser, after the Receiver and Axxeum could not come to an agreement on a potential sales transaction, as outlined in the Second Report and Confidential Supplement;
 - d) liaised with Canada Revenue Agency ("**CRA**") and Employment and Social Development Canada in relation to their priority claims; and
 - e) attended to various statutory matters, including filing of all of the post-receivership Goods and Services ("**GST**") returns.

CREDITORS AND SECURED CHARGES

The Administration Charge

- 33) The administration charge in the amount of \$350,000 (the "**Administration Charge**") granted in the CCAA Proceedings in favour of the Monitor, the Monitor's counsel, and the Companies' counsel (collectively, the "**CCAA Professionals**"), as security for their respective professional fees, forms a first ranking charge on the Property in priority to all other security interests, trusts and liens.
- 34) On August 29, 2023, after the Receivership Order was made, the CCAA Professionals notified the Receiver that they held a deposit of \$225,000. Relying on the Administration Charge, the CCAA Professionals advised the Receiver that the deposit would be applied to their outstanding fees and that approximately \$134,500 remained outstanding after the application of the deposit. The CCAA Professionals have recently advised the Receiver that their collective fees are approximately \$154,500, due to additional costs incurred in connection with the Monitor's application to be discharged as monitor and approving fees and activities. The Receiver notes that RBC's position is that, following the application of the deposit, the Administration Charge secures \$125,000 of the amounts owing to the CCAA Professionals.

CRA priority claims

- 35) CRA has submitted property claims in respect of CW Aerospace totalling \$67,788 (the "**CRA CW Aerospace Property Claim**") comprised of \$67,139 in respect of outstanding deemed trust payroll deductions and \$649 in respect of outstanding goods and services tax ("**GST**").
- 36) CRA has submitted a property claim in respect of CW Airparts totalling \$2,319 in respect of outstanding GST (the "**CRA CW Airparts Property Claim**" and together with the CRA CW Aerospace Property Claim, the "**CRA Property Claims**").

Wage Claims

- 37) The Receiver issued letters to twelve former employees of CW Aerospace that the Receiver understands were owed unpaid vacation pay and/or termination pay and who may claim eligible wages prescribed by the Wage Earner Protection Program and *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
- 38) The Receiver understands that seven individuals have made WEPPA claims and received WEPPA payments. Pursuant to the Sale Approval and Reverse Vesting Order, former employees' claims vest in Residual Co., and Service Canada is entitled to recoup priority amounts payable from the estate of Residual Co. pursuant to s. 81.4(4) of the BIA.
- 39) Service Canada has filed a priority claim in the amount of \$9,725 (the "**Service Canada Priority Claim**") in respect of the foregoing amount.

WorkSafeBC Claim

- 40) The Receiver understands that WorkSafeBC is owed \$11,396 in respect of outstanding premiums. WorkSafeBC has claimed a statutory lien on all property or proceeds of property used or produced by CW Aerospace pursuant to section 265 of the *Workers' Compensation Act*, R.S.B.C 2019, c.1 (the "**WorkSafeBC Priority Claim**").

Receiver's Charge and Borrowings

- 41) Pursuant to paragraph 20 of the Receivership Order, the Receiver and Fasken, as its legal counsel, are the beneficiaries of the Receiver's Charge to secure payment of their fees and disbursements incurred in the Receivership Proceedings. The Receiver's Charge is a first-ranking charge over the Property but subordinate to the Administration Charge and the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 42) Pursuant to an order granted in the Receivership Proceedings on November 17, 2023, the Receiver was authorized to borrow up to \$500,000 without further approval of the Court for the purpose of carrying out its duties and powers (the "**Borrowing Facility**"). As at the date of this Third Report, the Receiver has borrowed \$325,000 on the Borrowing Facility and proposes to repay this amount as part of the Final Distributions contemplated herein.

RBC Indebtedness

- 43) The Receiver's independent legal counsel, Fasken, has performed a review of the validity and enforceability of the RBC Security and has advised that, in its opinion, it is valid and enforceable and ranks in priority to the unsecured creditors of the Companies (the "**Security Opinion**").
- 44) The RBC Security is subject to certain prior ranking Court-ordered charges and statutory interests, which include:
 - a) the Administration Charge;
 - b) the CRA Property Claims;
 - c) the Service Canada Priority Claim;
 - d) the WorkSafeBC Priority Claim;

- e) the Receiver's Charge (as that term is defined in the Receivership Order); and
 - f) the Receiver's Borrowing Charge (as that term is defined in the Receivership Order).
- 45) The RBC Security is also, in part and for one piece of equipment, subordinate to the Business Development Bank of Canada ("**BDC**") pursuant to a priority agreement, as described further below.
- 46) Subject to the above, and as noted above, RBC is the principal secured creditor of the Companies, and is owed a total of \$3.8 million by the Companies' plus accrued interest pursuant to various credit facilities provided to the Companies.

BDC Indebtedness

- 47) The Receiver understands that BDC is owed approximately \$171,453 as of March 8, 2023 by CW Aerospace as borrower under loan facilities 127900-01 ("**BDC Loan 1**", \$54,718) and 127900-03 ("**BDC Loan 3**", \$116,735), and that CW Airparts has provided a guarantee in respect of BDC Loan 3.
- 48) BDC holds General Security Agreements granted by each of the Companies and a priority agreement dated July 7, 2017 granting BDC priority over RBC in respect of a Laselec MRO 200-B Laser Wire Marker (the "**Wire Marker**").
- 49) Fasken has performed a review of the validity and enforceability of the BDC security and has advised that it is valid and enforceable and ranks in priority to the unsecured creditors of the Companies, but subordinate to RBC, with the specific exception of proceeds of sale in respect of the Wire Marker.
- 50) The Receiver understands that the Wire Marker had failed optics and crystal components and needed material repairs before it could be used again. Originally, the Subscription Agreement contemplated excluding the Wire Marker from the Transaction. However, the Receiver negotiated a USD \$20,000 increase in the Purchase Price with the Purchaser to include the Wire Marker as part of the sale.
- 51) RBC has consented to a distribution of USD \$20,000 (CAD \$27,383) to BDC from the Transaction proceeds, without allocation of the costs incurred in the Receivership Proceedings (the "**BDC Distribution**").

Unsecured Creditors

- 52) As at the Date of Receivership, the available books and records of the Companies reported unsecured creditors with claims of approximately \$1.3 million in respect of CW Aerospace and \$31,000 in respect of CW Airparts.
- 53) The Receiver is also advised that Ms. Lundy has loaned approximately \$600,000 to CW Aerospace on an unsecured basis.
- 54) CRA and the Minister of Finance have asserted unsecured claims in respect of Provincial Sales Taxes, Employer Health Taxes, GST and payroll source deductions totalling approximately \$201,000.
- 55) Since RBC and BDC are expected to suffer material shortfalls, there will be no funds available to any unsecured creditors of the Companies.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 56) Attached as **Appendix "A"** to this Report is the Receiver's R&D reflecting the administration of the Receivership Proceedings for the period from the Date of Receivership to June 11, 2024, along with estimated Final Distributions (as that term is hereinafter defined).
- 57) As of June 11 2024, the Receiver's gross receipts amounted to approximately \$1.3 million, primarily relating to the cash on hand at the Date of Receivership of \$14,854, non-refundable deposits of \$87,484 (including the Axxeum Deposit), the Transaction proceeds of \$915,734, and Receiver borrowings of \$325,000.
- 58) During the same period, the Receiver has made disbursements totalling \$504,311 including, among other items, Receiver's fees and costs to December 31, 2023 of \$159,172, legal fees and costs to February 29, 2024 of \$148,532, occupation rent of \$75,517, wages of \$34,287, GST and PST paid of \$29,983, Axxeum Deposit of \$19,419, insurance of \$14,061, payroll source deductions of \$11,995, and contractor services of \$9,169.
- 59) The Receiver notes that included in the disbursements made to date are payments totalling approximately \$6,000 to the employees and the contractor that relate to work undertaken in the week prior to the Date of Receivership. The Receiver believes that the payment of these costs is justified as these expenditures were necessary to secure the ongoing cooperation of the employees and the contractor.
- 60) The Receiver is currently holding a total balance of \$839,435 in its estate accounts.
- 61) The Receiver has invoiced \$206,942 in fees and costs (excluding taxes) from the Date of Receivership to April 30, 2024. These costs are more fully described in Affidavit #1 of Jeff Keeble, to be sworn and filed in these Receivership Proceedings.
- 62) Fasken has invoiced \$217,650 in fees and costs (excluding taxes) from the Date of Receivership to May 3, 2024. These costs are more fully described in Affidavit #1 of Lisa Hiebert, to be sworn and filed in these Receivership Proceedings.
- 63) The Receiver and Fasken estimate they will incur further fees and disbursements of up to a total of \$35,000 (the "**Completion Costs**") to the completion of this matter, assuming the Receiver's application for its discharge is not opposed.
- 64) RBC will also advance \$15,000 as Receiver's borrowings (the "**Bankruptcy Costs**") for the fees and costs to be incurred by the Receiver to assign Residual Co. into bankruptcy as authorized by paragraph 18 of the Sale Approval and Reverse Vesting Order.
- 65) The Receiver is of the view that the work performed by the Receiver and its legal counsel was necessary and appropriate in the circumstances of the Receivership Proceedings, and that the rates charged are reasonable and in keeping with the rates charged by other Licensed Insolvency Trustees and lawyers in the market performing similar work.

FINAL DISTRIBUTION

- 66) Subject to the Court granting the order sought by the Receiver, the Receiver proposes to pay out the funds it currently holds in its accounts as follows:

- a) Payment of amounts secured by the Administration Charge, the CRA Property Claims, the Service Canada Priority Claim, and the WorkSafeBC Priority Claim;
 - b) Payment of \$325,000 to RBC in full repayment of the Borrowing Facility under the Borrowing Charge;
 - c) Payment of the BDC Distribution;
 - d) Payment of the Completion Costs and any other remaining costs incidental to the Receiver concluding its administration of these Receivership Proceedings including any adjustment to the payment of amounts secured by the Administration Charge;
 - e) Payment of the Bankruptcy Costs; and
 - f) Payment to RBC of the residual funds held by the Receiver after completing its administration of the estate (the "**RBC Distribution**");

(collectively, the "**Final Distributions**").
- 67) The RBC Distribution is subject to the actual final costs and distributions. However, the Receiver notes that RBC will suffer a significant shortfall on the RBC indebtedness since the debt is more than \$3.5 million and the RBC Distribution is expected to be less than \$100,000.

REMAINING MATTERS TO BE COMPLETED IN THE RECEIVERSHIP PROCEEDINGS

- 68) Subject to the Court granting the relief sought by the Receiver and the Receiver making the Final Distributions, the Receiver will have completed its duties and obligations under the Receivership Order, save and except for other administrative matters incidental to the Receivership Proceedings, including filing of the Receiver's report pursuant to section 246(3) of the BIA.
- 69) The remaining matters are administrative in nature and the Receiver is of the view that it is appropriate to seek an order of the Court discharging the Receiver with the discharge to be effective upon filing of the Discharge Certificate.
- 70) The Receiver also seeks an order releasing Deloitte from any liability that might arise in relation to its role as Receiver. In the Receiver's view, this relief is appropriate in the circumstances, and is consistent with the model receiver's discharge order, currently being used in the Province of BC.

CONCLUSIONS AND RECOMMENDATIONS

Based on the foregoing, the Receiver respectfully requests that the Court grant the orders cited in paragraph 12 of this Report.

DELOITTE RESTRUCTURING INC.

In its capacity as Court-Appointed Receiver and Manager of
1206546 B.C. Ltd. and not in its personal capacity



Pet: Jeff Keeble, CPA, CMA, CIRP, LIT
Senior Vice-President

Appendix "A"

Receiver's Statement of Actual and Estimated Receipts and Disbursements for the period from August 29, 2023 to June 11, 2024

In the Matter of the Receiverships of CanWest Aerospace Inc. and Can West Global Airparts Inc. Receiver's Actual and Estimated Statement of Receipts and Disbursements For the Period from August 29, 2023 to June 11, 2024

Description	CanWest Aerospace Inc.	Can West Global Airparts Inc.	Total Actual Amounts	Estimate to Complete	Total
Receipts					
Sale of assets	\$ 915,734	\$ -	\$ 915,734	-	\$ 915,734
Receiver borrowings	325,000	-	325,000	-	325,000
Non-refundable deposits	87,484	-	87,484	-	87,484
Cash in bank	10,708	4,146	14,854	-	14,854
Bank interest	674	-	674	1,000	1,674
Total receipts	1,339,600	4,146	1,343,746	1,000	1,344,746
Disbursements					
Receiver's fees and costs	159,172	-	159,172	62,770	221,942
Legal fees and disbursements	148,532	-	148,532	89,119	237,650
Occupation rent	75,517	-	75,517	-	75,517
Wages	34,287	-	34,287	-	34,287
GST/PST paid	29,983	-	29,983	13,657	43,640
Return of non-refundable deposit to Axxel	19,419	-	19,419	-	19,419
Insurance	14,061	-	14,061	-	14,061
Payroll source deductions	11,995	-	11,995	-	11,995
Contractor services	9,169	-	9,169	-	9,169
Computer services	1,841	-	1,841	-	1,841
Bank charges	184	3	187	-	187
Filing fees paid to Official Receiver	75	75	151	-	151
Repayment of Receiver's borrowings	-	-	-	325,000	325,000
Payment of CCAA administration charge	-	-	-	125,000	125,000
CRA payroll property claim	-	-	-	67,139	67,139
Repayment of secured debt to BDC	-	-	-	27,383	27,383
Funding of the bankruptcy of Residual Co	-	-	-	15,000	15,000
Workers' Compensation Act priority claim	-	-	-	11,396	11,396
WEPPA priority claim	-	-	-	9,725	9,725
CRA GST deemed trust claim	-	-	-	2,968	2,968
Contingency	-	-	-	20,000	20,000
Total disbursements	504,233	78	504,311	769,156	1,273,467
Excess of receipts over disbursements	\$ 835,367	\$ 4,067	\$ 839,435	\$ (768,156)	\$ 71,279