

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

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
(the "CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS  
LIMITED AND 1138969 ONTARIO INC. (the "Applicants")

---

**SUPPLEMENT TO THE SUPPLEMENTARY  
APPLICATION RECORD**  
(returnable December 2, 2022)

---

December 1, 2022

**RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**Sharon Kour** (LSO #58328D)  
Tel: 416.613.8283  
Email: [skour@reconllp.com](mailto:skour@reconllp.com)

**Caitlin Fell** (LSO #60091H)  
Tel: 416.613.8282  
Email: [cfell@reconllp.com](mailto:cfell@reconllp.com)

**Joel Turgeon** (LSO #80984R)  
Tel: 416.613.8181  
Email: [jturgeon@reconllp.com](mailto:jturgeon@reconllp.com)

Fax: 416.613.8290

**Lawyers for the Applicants**

TO: **GOWLING WLG**  
1 First Canadian Place  
100 King Street West  
Suite 1600  
Toronto, ON M5X 1G5

**Haddon Murray** (LSO # 61640P)  
Tel : 416.862.3604  
[haddon.murray@gowlingwlg.com](mailto:haddon.murray@gowlingwlg.com)

Lawyers for Caisse Desjardins Ontario Credit Union Inc.

AND TO: **AIRD & BERLIS LLP**  
Brookfield Place, 181 Bay St. #1800, Toronto, ON M5J 2T9

**Ian Aversa** (LSO # 55449N)  
Tel: 416.865.3082  
[iaversa@airdberlis.com](mailto:iaversa@airdberlis.com)

**Miranda Spence** (LSO # 60621M)  
Tel: 416.865.3414  
[mspence@airdberlis.com](mailto:mspence@airdberlis.com)

**Matilda Lici** (LSO # 79621D)  
[mlici@airdberlis.com](mailto:mlici@airdberlis.com)  
Tel: 416-865-3428

**Counsel to Proposed Monitor**

AND TO: **CWB NATIONAL LEASING INC.**  
1525 Buffalo Place (2979258)  
Winnipeg, MB R3T 1L9

AND TO: **PRESIDENT OF THE CANADA BORDER SERVICES AGENCY**  
191 Laurier Avenue West, 6th Floor  
Ottawa, ON K1A 0L8

AND TO: **VW CREDIT CANADA INC.**  
500-1340, Pickering Pky,  
Pickering ON L1V 0C4

AND TO: **COMMUNITY DEVELOPMENT CORPORATION OF SAULT STE  
MARIE**  
672 Queen Street East  
Sault Ste Marie, ON P6A 2A4

AND TO: **EAST ALGOMA COMMUNITY FUTURES DEVELOPMENT  
CORPORATION**  
1 Industrial Park Road  
Blind River, ON P0R 1B0

AND TO: **NICKEL BASIN FEDERAL DEVELOPMENT CORPORATION**  
200 Brady Street  
Sudbury, ON P3E 3L9

AND TO: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**  
#200-70 Foster Drive  
Sault Ste. Marie, ON P6A 6V8

**Timothy Jones** (LSO # 72265S)  
[timothy.jones@ontario.ca](mailto:timothy.jones@ontario.ca)  
Tel: (416) 326-3171

AND TO: **HILLMOUNT CAPITAL INC.**  
89 Tycos Dr, Suite 208  
Toronto, ON M6B 1W3

**Yitz Levinson**  
[yitz@hillmount.ca](mailto:yitz@hillmount.ca)  
Tel : 416-849-0322 ext 222

**DIP Lender**

AND TO: **FOGLER, RUBINOFF LLP**  
77 King Street West, Suite 3000  
Toronto, ON M5K 1G8

**Vern DaRe** (LSO # 32591E)  
[vdare@foglers.com](mailto:vdare@foglers.com)  
Tel: 416-941-8842

**Joseph Fried** (LSO #15602R)  
[jfried@foglers.com](mailto:jfried@foglers.com)  
Tel: 416-941-8836

**Lawyers for the DIP Lender**

AND TO: **AVIATION MAINTENANCE INC.**  
3255 Haight Road  
St. Joseph Island, ON P0R 1G0

AND TO: **ATTORNEY GENERAL OF CANADA**  
**Department of Justice Canada**  
**Ontario Regional Office, Tax Law Section**  
120 Adelaide Street West, Suite 400  
Toronto, ON

**Diane Winters**  
Tel: 647.256.7459  
Email: [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca)

AND TO: **MINISTRY OF FINANCE (ONTARIO)**  
Legal Services Branch  
777 Bay Street, 11<sup>th</sup> Floor  
Toronto, ON M5G 2C8

[insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
(the "CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS  
LIMITED AND 1138969 ONTARIO INC. (the "**Applicants**")

**INDEX**

<b>TAB</b>	<b>DOCUMENT</b>	<b>PG. NO.</b>
<b>1</b>	Affidavit of Christopher Grant sworn December 1, 2022	02
<b>A</b>	<b>Exhibit "A"</b> – Executed copy of Chief Restructuring Officer Engagement Letter.	05
<b>B</b>	<b>Exhibit "B"</b> – Comparison to Exhibit "D" to the Affidavit of Christopher Grant Sworn November 30, 2022.	09

# **TAB 1**

**Affidavit of Christopher Grant sworn  
December 1st, 2022**

Court File No. CV-22-00690657-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
(the "CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS  
LIMITED AND 1138969 ONTARIO INC. (the "Applicants")

---

**SUPPLEMENTARY AFFIDAVIT OF CHRISTOPHER GRANT**  
(Re Amended and Restated Initial Order)  
(sworn December 1, 2022)

---

I, Christopher Grant, of the City of Greater Sudbury in the Province of Ontario, **MAKE  
OATH AND SAY:**

1. I am the Chief Executive Officer of 1138969 Ontario Inc. Accordingly, I have personal knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and verily believe it to be true.
2. I provide as Exhibit "A" a copy of the executed CRO Engagement Letter (as defined in my affidavit sworn November 30, 2022), which was finalized on the evening of November 30, 2022. I also append as Exhibit "B" a comparison with the version included as Exhibit "D" to my November 30 affidavit. I believe that the terms of the executed CRO Engagement Letter are appropriate and reasonable. For clarity, subject to referring to the executed version of the CRO Engagement Letter, my affidavit sworn November 30, 2022 remains true and unchanged.

**SWORN**            **REMOTELY**            by    )  
**CHRISTOPHER GRANT** stated as being    )  
located in the City of Greater Sudbury in the    )  
Province of Ontario before me at the City of    )  
Toronto, in the Province of Ontario this 1<sup>st</sup>    )  
day of December, 2022, in accordance with    )  
O. Reg 431/20, *Administering Oath or*    )  
*Declaration Remotely.*                            )



Date: 2022.12.01  
16:06:25 -05'00'

---

A Commissioner for taking Affidavits.    )



Date:  
2022.12.01  
16:05:58 -05'00'

---

**CHRISTOPHER GRANT**

Name: Joël Turgeon

This is **EXHIBIT "A"** referred to in the affidavit of CHRISTOPHER GRANT sworn remotely by Christopher Grant stated as being located in the City of Greater Sudbury in the Province of Ontario before me at the City of Toronto, in the Province of Ontario this 1st day of December, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



Date:  
2022.12.01  
16:06:42 -05'00'

-----  
A COMMISSIONER FOR TAKING AFFIDAVITS

Name: Joel Turgeon  
LSO #80984R



November 30, 2022

Christopher Grant  
Chief Executive Officer  
Springer Aerospace Holdings Limited  
377 Lakeview Rd.  
Echo Bay, ON P0S 1C0

Dear Mr. Grant:

**Re: Engagement Letter – Chief Restructuring Officer**

On November 23, 2022, Springer Aerospace Holdings Limited and related companies (collectively referred as the “Company”) filed for protection from their creditors pursuant to the Companies’ Creditors Arrangement Act (Canada) (“CCAA”). MNP Ltd. has been appointed Monitor under the CCAA (the “Monitor”).

The Company wishes to retain Cedar Croft Consulting Inc. (“Cedar Croft”) who will provide the services of Patrick Walsh to act as Chief Restructuring Officer for the Company (“CRO”).

**The Engagement**

Commencing on the effective date of this engagement the CRO will have the following specific duties, all of which will be carried out for, on behalf of and in the name of the Company:

- a) supervise the day-to-day operations and carriage of the business of the Company, as the CRO deems necessary or advisable.
- b) assist the Company in the preservation of its assets.
- c) work with management and the Board of the Company to establish a plan or plans for the restructuring of the Company in coordination with the Monitor and report to the Company, the Monitor and key stakeholders on its progress, timeframe, and key issues.



- d) oversee the implementation of the restructuring plan or plans and coordinate and participate in communications to the Company, creditors, and other key stakeholders.
- e) supervise and monitor the receipts and disbursements consistent with the cash flows filed in the CCAA proceedings and arising out of the operations of the Company and bring all related issues to the attention of the Company and the Monitor.
- f) assist the Company and Monitor in the development and implementation of a Sale and Investment Solicitation Process (SISP).
- g) report to the Company, the Monitor and key stakeholders regarding the business and affairs of the Company as the CRO in its reasonable discretion deems appropriate.

### **Fees and Indemnity**

The Company will provide the following consideration to Cedar Croft for the Engagement:

- a) **Monthly Fees.** C\$25,000 payable monthly in advance, plus any applicable taxes. The Monthly Fees and any Expenses as outlined below shall form part of the Administration Charge (as defined in the Initial Order dated November 23, 2022)
- b) **Expenses.** The Company shall reimburse Cedar Croft for all reasonable out-of-pocket expenses incurred by it (including any applicable taxes) in connection with the Engagement upon submission of invoices. Cedar Croft's reasonable legal expenses in connection with this agreement or any modification shall be paid by the Company upon submission of an invoice or invoices for such expenses.
- c) A fee (the "**Success Fee**") of C\$75,000, plus applicable taxes shall be deemed to be earned upon the confirmation and effectiveness of a plan of arrangement, sale of assets or refinancing of the Company pursuant to a court ordered sale, investment, refinancing solicitation process. The Success Fee shall form a charge granted by the Court in priority to all creditors and unsecured creditors, but subordinate to the Administration Charge, the DIP Charge and the pre-filing security interest of Desjardins (each as defined in the Initial Order).

The Company shall indemnify and hold harmless the CRO against and from any obligations and liabilities that they both or either of them may occur as CRO and the



Company after the commencement of the Engagement, except if the obligation or liability was incurred as a direct result of the CRO’s gross negligence or willful misconduct. This Engagement is contingent upon a court order providing the CRO with the rights and protections provided to the Monitor per paragraph 28 of the Order dated November 23, 2022 (the “Initial Order”).

**Effective Date and Termination**

Subject to Court approval, this agreement will be effective as of the earlier of (i) the date Cedar Croft begins providing services to Company, and (ii) the date of the last signature to this agreement as indicated on the signature page. Either party may terminate this agreement effective immediately upon written notice to the other party.

If the foregoing meets with your approval and reflects your understanding of our role and responsibilities, please sign a copy of this agreement and return it to my attention.

Sincerely,  
**Cedar Croft Consulting Inc.**

  
Patrick Walsh  
President and Managing Director

Accepted and agreed:  
**Springer Aerospace Holdings Limited**

  
Christopher Grant  
Chief Executive Officer

Date: Dec. 1, 2022

Date: December 1, 2022.

This is **EXHIBIT “B”** referred to in the affidavit of CHRISTOPHER GRANT sworn remotely by Christopher Grant stated as being located in the City of Greater Sudbury in the Province of Ontario before me at the City of Toronto, in the Province of Ontario this 1st day of December, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



Date:  
2022.12.01  
16:07:04 -05'00'

---

A COMMISSIONER FOR TAKING AFFIDAVITS

Name: Joel Turgeon  
LSO #80984R



**Draft**

November ~~25~~30, 2022

Christopher Grant Chief Executive Officer Springer Aerospace Holdings Limited 377  
Lakeview Rd.  
Echo Bay, ON P0S 1C0

Dear Mr. Grant:

**Re: Engagement Letter – Chief Restructuring Officer**

On November 23, 2022, Springer Aerospace Holdings Limited and related companies (collectively referred as the “Company”) filed for protection from their creditors pursuant to the Companies’ Creditors Arrangement Act (Canada) (“CCAA”). MNP Ltd. has been appointed Monitor under the CCAA (the “Monitor”).

The Company wishes to retain Cedar Croft Consulting Inc. (“Cedar Croft”) who will provide the services of Patrick Walsh to ~~manage the day-to-day operations of the Company in the capacity of~~act as Chief Restructuring Officer for the Company (“CRO”).

**The Engagement**

Commencing on the effective date of this engagement the CRO will have the following specific duties, all of which will be carried out for, on behalf of and in the name of the Company:

- a) ~~Directs~~supervise the day-to-day operations ~~of the Company~~ and carriage of the business of the Company, as the CRO deems necessary or advisable.
- b) ~~Preserve and protect all assets of~~assist the Company in the preservation of its assets.
- c) ~~Establish~~work with management and the Board of the Company to establish a plan or plans for the restructuring of the Company in coordination with the Monitor and report to the Company, the Monitor and key stakeholders on its progress, timeframe, and key issues.



- d) ~~Implement~~oversee the implementation of the restructuring plan or plans and coordinate and participate in communications to the Company, creditors, and other key stakeholders.
- e) ~~Manage~~supervise and monitor the receipts and disbursements consistent with the cash flows filed in the CCAA proceedings and arising out of the operations of the Company and bring all related issues to the attention of the Company and the Monitor.
- f) ~~Assist~~assist the Company and Monitor in the development and implementation of a Sale and Investment Solicitation Process (SISP).
- g) ~~Provide information~~report to the Company, the Monitor and ~~the secured lenders~~key stakeholders regarding the business and affairs of the Company ~~on a consistent and regular basis~~as the CRO in its reasonable discretion deems appropriate.

### **Fees and Indemnity**

The Company will provide the following consideration to Cedar Croft for the Engagement:

- a) **Monthly Fees.** C\$25,000 payable monthly in advance, plus any applicable taxes. The Monthly Fees and any Expenses as outlined below shall form part of the Administration Charge (as defined in the Initial Order dated November 23, 2022)
- b) **Expenses.** The Company shall reimburse Cedar Croft for all reasonable out-of-pocket expenses incurred by it (including any applicable taxes) in connection with the Engagement upon submission of invoices. Cedar Croft's reasonable legal expenses in connection with this agreement or any modification shall be paid by the Company upon submission of an invoice or invoices for such expenses.
- c) A fee (the "**Success Fee**") of C\$75,000, plus applicable taxes shall be ~~payable~~deemed to be earned upon the confirmation and effectiveness of a plan of arrangement, sale of assets or refinancing of the Company pursuant to a court ordered sale, investment, refinancing solicitation process. The Success Fee shall form a charge granted by the Court in priority to all creditors and unsecured creditors, but subordinate to the Administration Charge, the DIP Charge and the pre-filing security interest of Desjardins (each as defined in the Initial Order).

The Company shall indemnify and hold harmless the CRO against and from any obligations and liabilities that they both or either of them may occur as CRO and the



Company after the commencement of the Engagement, except if the obligation or liability was incurred as a direct result of the CRO’s gross negligence or willful misconduct. This Engagement is contingent upon a court order providing the CRO with the rights and protections provided to the Monitor per paragraph 28 of the Order dated November 23, 2022 (the “Initial Order”).

**Effective Date and Termination**

~~This~~ Subject to Court approval, this agreement will be effective as of the earlier of (i) the date Cedar Croft begins providing services to Company, and (ii) the date of the last signature to this agreement as indicated on the signature page. Either party may terminate this agreement effective immediately upon written notice to the other party.

If the foregoing meets with your approval and reflects your understanding of our role and responsibilities, please sign a copy of this agreement and return it to my attention.

Sincerely,  
**Cedar Croft Consulting Inc.**  
  
**Limited**  
Patrick Walsh  
President and Managing Director

Accepted and agreed:  
**Springer Aerospace Holdings**  
  
~~Christopher Grant~~  
Chief Executive Officer

Date: Dec 1, 2022

Date: \_\_\_\_\_

Document comparison by Workshare 10.0 on Thursday, December 1, 2022  
3:21:55 PM

Input:	
Document 1 ID	file://\WFK-DC\UPM_FOLDERS\$\jturgeon\Desktop\Springer Local Folder\Supplementary affidavit exhibits\[Exhibit D] CRO Engagement Letter.pdf
Description	[Exhibit D] CRO Engagement Letter
Document 2 ID	file://\WFK-DC\UPM_FOLDERS\$\jturgeon\Desktop\Supplement to supplementary application record\[Exhibit A] Executed CRO Engagement Letter copy.pdf
Description	[Exhibit A] Executed CRO Engagement Letter copy
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	27
Deletions	16
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	43
---------------	----

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF SPRINGER AEROSPACE HOLDINGS LIMITED AND 1138969  
ONTARIO INC.

Court File No. CV-22-00690657-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceedings commenced at Toronto

**AFFIDAVIT OF CHRISTOPHER GRANT**  
(Re Amended and Restated Initial Order)  
(sworn December 1, 2022)

**RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**Sharon Kour** (LSO #58328D)  
Tel: 416.613.8283  
Email: [skour@reconllp.com](mailto:skour@reconllp.com)

**Caitlin Fell** (LSO #60091H)  
Tel: 416.613.8282  
Email: [cfell@reconllp.com](mailto:cfell@reconllp.com)

**Joel Turgeon** (LSO #80984R)  
Tel: 416.613.8181  
Email: [jturgeon@reconllp.com](mailto:jturgeon@reconllp.com)

Fax: 416.613.8290

**Lawyers for the Applicants**

IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF SPRINGER AEROSPACE HOLDINGS  
LIMITED AND 1138969 ONTARIO INC.

Court File No. CV-22-00690657-00CL

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

Proceedings commenced at Toronto

**SUPPLEMENT TO SUPPLEMENTARY  
APPLICATION RECORD**  
(returnable December 2, 2022)

**RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**Sharon Kour** (LSO #58328D)  
Tel: 416.613.8283  
Email: [skour@reconllp.com](mailto:skour@reconllp.com)

**Caitlin Fell** (LSO #60091H)  
Tel: 416.613.8282  
Email: [cfell@reconllp.com](mailto:cfell@reconllp.com)

**Joel Turgeon** (LSO #80984R)  
Tel: 416.613.8181  
Email: [jturgeon@reconllp.com](mailto:jturgeon@reconllp.com)

Fax: 416.613.8290

**Lawyers for the Applicants**