

**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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

**MOTION RECORD
(LAD APPROVAL AND VESTING ORDER)**

June 27, 2024

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS
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ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

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TAB 1

Court File No. CV-24-00716267-00CL

**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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

NOTICE OF MOTION

Skylink Express Inc. (the "**Applicant**") will make a motion to a Judge of the Superior Court of Justice (Commercial List), on **Friday, July 5, 2024 at 10:30 a.m.** or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario. Please advise if you intend to join the motion by emailing Katie Parent at katie.parent@nortonrosefulbright.com.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR AN ORDER, among other things:

- 1 If necessary, abridging and validating the time for service and filing of this notice of motion and motion record;
- 2 Approving a transaction (the "**Transaction**") for the sale of an Aircraft (defined below) contemplated by the agreement of purchase and sale dated June 24, 2024 ("**Sale Agreement**") between the Applicant and LAD Inc. (the "**Purchaser**");
- 3 Authorizing, requesting and directing the applicable government authorities to register the transfer of ownership of the Aircraft to the Purchaser in the applicable registries and discharge the encumbrances against the Aircraft including in favour of TD (as defined below);

- 4 Authorizing and directing the KSV Restructuring Inc., the monitor in the CCAA (as defined below) proceedings (the “**Monitor**”), to distribute, on behalf of the Applicant, and in its capacity as escrow agent, the net proceeds of sale from the Transaction to The Toronto-Dominion Bank (“**TD**”);
- 5 Sealing the confidential appendix to the fourth report (the “**Fourth Report**”) of the Monitor;
and
- 6 Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1 On March 11, 2024, the Applicant sought and obtained an initial order (the “**Initial Order**”) granting it protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);

2 In connection with the CCAA, the Applicant and TD, the Applicant’s senior secured creditor, have entered into an escrow agreement and a forbearance agreement (the “**TD Stand Still Agreements**”);

Sale Process

3 Pursuant to an order of the Court made on May 30, 2024 (the “**Sale Process Order**”), the Court approved a sale process (the “**Sale Process**”) for the sale of the various aircraft (the “**Fleet**”) owned by the Applicant;

4 Pursuant to the Sale Process, the Applicant retained 1262396 Alberta Ltd. dba Pollock Aviation (the “**Agent**”) as its sales agent to market the Fleet and it was contemplated that the

Fleet and other assets would be marketed for sale on a one-off or en-bloc basis without a specific bid deadline;

5 Since the approval of the Sale Process, the Agent has widely canvassed the market for interested buyers in the Fleet;

6 On June 24, 2024, the Applicant entered into the Sale Agreement for the sale of a Cessna Grand Caravan airframe, manufacturer's serial number 208B-0662 together with one (1) Pratt and Whitney Canada PT6A-114 engine; all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, items of equipment and accessories installed thereon or appurtenant thereto as set forth in the Aircraft Specification attached as Exhibit A to the Sale Agreement, and (iii) all Aircraft Documents (as defined in the Sale Agreement) (collectively, the "**Aircraft**");

7 The Sale Agreement and Transaction is subject to, among other things, approval by this Court;

8 The Transaction is unconditional, except for Court approval. The Purchaser has advanced the full amount of the purchase price in escrow and the deposit is non-refundable unless the Court does not approve the Transaction;

9 The process undertaken by the Agent to market the Aircraft was commercially reasonable and consistent with the terms of the Sale Process Order;

10 TD does not oppose the proposed Transaction;

11 Momentum as guarantor also consents to the proposed Transaction;

Distribution

12 TD is the Applicant's senior secured creditor;

13 Pursuant to the TD Stand Still Agreements, the Applicant is required to pay all net proceeds of sale to TD;

14 The Monitor has received an opinion from its independent counsel with respect to the validity and enforceability of TD's security in respect of the Aircraft;

15 The Sale Agreement contemplates that the Purchaser shall pay the sale proceeds to the Monitor as the escrow agent and the Monitor, on behalf of the Applicant, will distribute the proceeds to TD, net of the Agent's commission and HST;

Sealing

16 The Confidential Appendix to the Fourth Report contains an unredacted version of the Sale Agreement which provides details as to the purchase price and deposit for the Aircraft;

17 The sealing of the confidential appendix during the pendency of the remainder of the Sale Process is appropriate as public disclosure of such information may negatively impact i) the sale of the Aircraft if the Transaction does not close; and ii) the sale of other assets available for sale in the Sale Process;

Other Grounds

- 18 The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- 19 Rules 1.04 and 37 of the *Rules of Civil Procedure* (Ontario); and
- 20 Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 1 The Affidavit of Kyle Dennhardt sworn June 27, 2024;
- 2 The Affidavit of Kyle Dennhardt sworn May 24, 2024 (without exhibits);
- 3 The Fourth Report, to be filed; and
- 4 Such further and other evidence as counsel may advise and this Court may permit.

June 27, 2024

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Lawyers for the Applicant

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SKYLINK EXPRESS INC.

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Lawyers for the Applicant

TAB 2

Court File No. CV-24-00716267-00CL

**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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

**AFFIDAVIT OF KYLE DENNHARDT
(sworn June 27, 2024)**

I, Kyle Dennhardt, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of the Applicant, Skylink Express Inc. ("**Skylink**" or the "**Applicant**"). I am also the Chief Operating Officer of Momentum Decisive Solutions Canada Inc. ("**Momentum**"), the sole shareholder of the Applicant and the debtor-in-possession lender in these proceedings. I have been with Momentum since 2016. As such, I have knowledge of the following matters, except where otherwise stated.

2. I swear this affidavit in support of the Applicant's motion for an order, among other things, approving the sale (the "**Transaction**") of the Aircraft (defined below) contemplated by the agreement of purchase and sale dated June 24, 2024 ("**Sale Agreement**") between the Applicant and LAD Inc. (the "**Purchaser**").

I. INTRODUCTION

3. The background and circumstances leading up to Skylink's CCAA proceedings are set out in my affidavit sworn March 8, 2024 (the "**Initial Affidavit**"), my affidavit sworn April 20, 2024 and my affidavit sworn May 24, 2024 (collectively, my "**Prior Affidavits**") and therefore are not repeated herein.

The Initial Order and the ARIO

4. Pursuant to an application of the Applicant brought on March 11, 2024, the Applicant sought and obtained an initial order (the “**Initial Order**”) granting it protection pursuant to the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and granting an initial stay period (“**Stay Period**”) to March 21, 2024.

5. At the initial hearing, the Bank (as defined in my Prior Affidavits) also brought a Receivership Application (as defined in my Prior Affidavits) returnable on the same day; however, at the initial hearing on March 11, 2024, the Applicant and the Bank advised that they had agreed to terms and a proposed endorsement (the “**Initial Order Endorsement**”) pursuant to which the Receivership Application would be adjourned and provided that, among other things, the parties would work to negotiate an escrow agreement and forbearance agreement (collectively, the “**TD Stand Still Agreements**”).

6. The comeback hearing was scheduled for March 21, 2024. On March 21, 2024, the Court granted an amended and restated initial order (the “**ARIO**”), pursuant to which, among other things, the Stay Period was extended to April 26, 2024. The ARIO further provided that the Bank was not affected by the stay of proceedings. As the TD Stand Still Agreements had not yet been finalized, the Applicant and the Bank agreed to continue to abide by the terms of the Initial Order Endorsement.

7. The TD Stand Still Agreements were executed on April 19, 2024. On April 25, 2024, the Court granted an Order approving the terms of the TD Stand Still Agreements and extending the Stay Period up to and including May 31, 2024. The Receivership Application was also further adjourned.

8. On May 30, 2024 this Court further extended the Stay Period up to and including July 31, 2024.

II. SALE PROCESS

9. On May 30, 2024, the Court granted an order authorizing the Applicant to engage 1262396 Alberta Ltd. dba Pollock Aviation (the “**Agent**”) to act as its sales agent to market and sell its assets, which consist primarily of the Applicant’s aircraft (the “**Fleet**”) and approved the Applicant’s proposed sale process (the “**Sale Process**”).

10. The Agent, in conjunction with Skylink, and under the supervision of the Monitor, developed its proposed approach to the marketing and sale of the Fleet and other assets. Briefly, the Sale Process provided that the Fleet and other assets would be marketed for sale on a one-off or en-bloc basis without a specific bid deadline.

11. I understand that the fourth report of the Monitor (the “**Fourth Report**”) will provide that to the Monitor’s knowledge, the Sale Process has been conducted in accordance with the Sale Process Order and remains ongoing.

III. LAD TRANSACTION

12. The Applicant has now entered into the Sale Agreement for the sale of a Cessna Grand Caravan airframe, manufacturer’s serial number 208B-0662 together with one (1) Pratt and Whitney Canada PT6A-114 engine; all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, items of equipment and accessories installed thereon or appurtenant thereto as set forth in the Aircraft Specification attached as Exhibit A to the Sale Agreement, and (iii) all Aircraft Documents (as defined in the Sale Agreement) (collectively, the “**Aircraft**”). Further details regarding the Transaction are set out in the Fourth Report.

13. Based on my discussions with the Sale Agent, I believe that the Sale Agreement represents the highest or best offer for the Aircraft and that further marketing of the Aircraft is unlikely to yield a better outcome. I understand that the Fourth Report will set out the Monitor's recommendation in respect of the Sale Agreement.

14. I am advised by Jennifer Stam of NRFC (as defined in my Prior Affidavits), the Applicant's counsel, that the Bank does not oppose the Transaction.

IV. ADDITIONAL RELIEF

Distribution

15. Pursuant to the TD Stand Still Agreements, the Applicant has agreed that the net proceeds of all sales, transfers or other disposition of Assets outside of the ordinary course shall be paid to TD. As such, the Applicant is seeking authorization for the Monitor, as escrow agent, to distribute the net proceeds of sale from the Aircraft plus applicable taxes to TD.

Sealing

16. The Applicant is requesting that the confidential appendix to the Fourth Report (the "**Confidential Appendix**") be sealed until either completion of the Sale Process or further Order of the Court. The Confidential Appendix contains the deposit and purchase price of the Aircraft. Given that the Sale Process continues with respect to the balance of the Fleet, disclosure of this information could influence the selling price of the balance of the Fleet which could result in reduced recoveries for stakeholders.

V. CONCLUSION

17. For the reasons set out above, the Applicant respectfully requests that the proposed order be granted.

SWORN by Kyle Dennhardt at the City of Toronto, in the Province of Ontario, before me on June 27, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Kyle Dennhardt

Katie Marie Parent, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires July 9, 2024

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
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Proceeding commenced at TORONTO

AFFIDAVIT OF KYLE DENNHARDT

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Lawyers for the Applicant

TAB 3

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
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**AFFIDAVIT OF KYLE DENNHARDT
(sworn May 24, 2024)**

I, Kyle Dennhardt, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of the Applicant, Skylink Express Inc. ("**Skylink**" or the "**Applicant**"). I am also the Chief Operating Officer of Momentum Decisive Solutions Canada Inc. ("**Momentum**"), the sole shareholder of the Applicant and the debtor-in-possession lender in these proceedings. I have been with Momentum since 2016. As such, I have knowledge of the following matters, except where otherwise stated.

2. I swear this affidavit in support of the Applicant's motion for an order, among other things:

- (a) extending the Stay Period (defined below) up to and including to July 30, 2024;
- (b) approving the retention of the Agent and the Sale Process (as both terms are defined below); and
- (c) increasing the maximum borrowing amount under the Applicant's debtor in possession credit facility (the "**DIP Facility**") from \$2.5 million to \$3.0 million.

I. INTRODUCTION

3. The background and circumstances leading up to Skylink's CCAA proceedings are set out in my affidavit sworn March 8, 2024 (the "**Initial Affidavit**") and my affidavit sworn April 20, 2024 (collectively, my "**Prior Affidavits**") and therefore are not repeated herein.

The Initial Order and the ARIO

4. Pursuant to an application of the Applicant brought on March 11, 2024, the Applicant sought and obtained an initial order (the "**Initial Order**") granting it protection pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") and granting an initial stay period ("**Stay Period**") to March 21, 2024.

5. At the initial hearing, the Bank also brought a Receivership Application (as defined in my Prior Affidavits) returnable on the same day; however, at the initial hearing on March 11, 2024, the Applicant and the Bank advised that they had agreed to terms and a proposed endorsement (the "**Initial Order Endorsement**") pursuant to which the Receivership Application would be adjourned and provided that, among other things, the parties would work to negotiate an escrow agreement and forbearance agreement (collectively, the "**TD Stand Still Agreements**").

6. The comeback hearing was scheduled for March 21, 2024. On March 21, 2024, the Court granted an amended and restated initial order (the "**ARIO**"), pursuant to which, among other things, the Stay Period was extended to April 26, 2024. The ARIO further provided that the Bank was not affected by the stay of proceedings. As the TD Stand Still Agreements had not yet been finalized, the Applicant and the Bank agreed to further continue to abide by the terms of the Initial Order Endorsement.

7. The TD Stand Still Agreements were executed on April 19, 2024. On April 25, 2024, the Court granted an Order approving the terms of the TD Stand Still Agreements and extending the

Stay Period up to and including May 31, 2024. The Receivership Application was also further adjourned.

II. DISCUSSIONS WITH UPS

8. As set out in my Prior Affidavits, the Applicant's primary customer is United Parcel Service Canada Ltd. ("**UPS**"). One of the main goals of the Applicant in its restructuring was to renegotiate the terms of long-term feeder aircraft charter agreement (the "**UPS Contract**"), given the revenue generated from the UPS Contract is insufficient to cover associated operating costs. The many reasons for the need to renegotiate the UPS Contract have been set out in my Prior Affidavits and therefore not repeated herein.

9. As described in my prior affidavit sworn in advance of the last stay extension hearing, I indicated that we had hoped to have made more progress on the negotiation on the UPS Contract. At the date of the last motion, the Applicant was continuing to review and consider whether there was a business model that would allow the Applicant and UPS to continue their longstanding relationship, but also began considering a transition plan with UPS as well as the development of a sale process for the Applicant's business and assets.

10. As of the date of this Affidavit, the Applicant and UPS have not been able to make the progress on a new long term arrangement that would see the Applicant continue to provide services to UPS. Instead more recently, the Applicant and UPS have been in discussions to agree on term for a shorter term transition plan (the "**Transition**") up through the end of July. The Transition will permit the Applicant to continue to operate the majority of its existing routes during the period. However, the Applicant's ability to continue its operations depends on a number of factors including the ability to retain the employees required to service the UPS Contract.

11. This arrangement is far from what the Applicant had hoped for given the support it has provided UPS over the many years of our relationship. Although the current Transition contemplates that Skylink may be required to cease operations at the end of the Transition period, I know that for Skylink's part, it remains open to further discussions with UPS in the next few months.

III. SALE PROCESS

12. Given it is not certain that Skylink will continue operating past the end of the Transition, the Applicant is seeking authorization to engage 1262396 Alberta Ltd. dba Pollock Aviation (the "**Agent**") to act as its sales agent to market and sell its assets, which consist primarily of the Applicant's aircraft (the "**Fleet**"), aircraft parts inventory and potentially its air operator certificate (the "**AOC**"). The AOC may have value to a party looking to operate Skylink or another aviation business as a turn-key aviation business. A copy of the Agent's engagement letter is attached hereto as **Exhibit "A"**.

13. The Agent is an experienced sales agent and aircraft broker. It is well known in the aviation industry, as well as to the Applicant and to Momentum. I understand that further details with respect to the Agent's credentials will be outlined in the Monitor's third report (the "**Third Report**"). I believe that engaging the Agent in this instance is crucial to maximizing the value of Skylink's assets, including the Fleet, parts inventory and potentially the AOC.

14. The Agent, in conjunction with Skylink, and under the supervision of the Monitor, has outlined its proposed approach to the marketing and sale of the Fleet and other assets. A description of the proposed sale process (the "**Sale Process**") is provided in the Third Report. Briefly, the Sale Process provides that the Fleet and other assets will be marketed for sale on a one-off or en-bloc basis without a specific bid deadline. The Agent is of the view that certain of the aircraft will be sold quickly, while some aircraft may require several months to sell. The

Applicant intends to maintain the personnel required to maintain, service and preserve the value of the Fleet and the parts inventory, while also securing and safeguarding the books and records related to the Fleet, which is critical to preserve value.

15. I am advised by Jennifer Stam of NRFC, the Applicant's counsel, that the Bank does not oppose the retention of the Agent or the Sale Process.

IV. DIP FACILITY

16. As set out in my Prior Affidavits, the Applicant and Momentum (in such capacity, the "**DIP Lender**") are parties to a debtor in possession term sheet dated as of March 8, 2024 (the "**Original DIP Term Sheet**") pursuant to which the DIP Lender agreed to provide debtor in possession financing to the Applicant during these CCAA proceedings. The current maximum borrowing amount under the Original DIP Term Sheet and DIP Facility is \$2.5 million.

17. Given the Applicant's cash requirements for the proposed stay extension (which is discussed further in the Third Report), the DIP Lender has agreed to increase the maximum borrowing amount under the DIP Facility from \$2.5 million to \$3.0 pursuant to an amendment to the Original DIP Term Sheet dated as of May 23, 2024 (the "**First Amendment**"). A copy of the First Amendment is attached hereto as **Exhibit "B"**.

18. The DIP Lender's Charge in respect of the increased amount will continue to be subordinate to the Bank. I believe that the ability of the Applicant to borrow these additional funds is reasonable in the circumstances and that no one will be unduly prejudiced by the increase in the DIP Facility. Without the increased amount, the Applicant is not forecast to be able to meet its liabilities as they come due during the proposed extended Stay Period.

V. STAY EXTENSION

19. The Applicant is seeking an extension of the Stay Period up to and including July 30, 2024 to provide sufficient time to facilitate the Transition and advance the proposed Sale Process, subject to the approval of the Sale Process by the Court.

20. I believe there is no prejudice in the request for the extension of the Stay Period up to the end of July. The Applicant has worked on a revised cash flow forecast with the Monitor, which I understand will be attached to the Third Report and indicates that, subject to the increased amount of the DIP Facility, the Applicant will be able to fund its liabilities as they come due during the Stay Period. The Applicant has been acting in good faith and with due diligence during this time and will continue to do so during this CCAA proceeding. The Applicant intends to comply with the TD Stand Still Agreements during the extension period, including the debt servicing obligations.

VI. CONCLUSION

21. For the reasons set out above, the Applicant respectfully requests that the proposed order be granted.

SWORN by Kyle Dennhardt at the City of Toronto, in the Province of Ontario, before me on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Katie Marie Parent, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors,
Expires July 9, 2024

}

Kyle Dennhardt

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
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Lawyers for the Applicant

TAB 4

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 5TH
)	
JUSTICE STEELE)	DAY OF JULY, 2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

**APPROVAL AND VESTING ORDER
(LAD)**

THIS MOTION, made by the Applicant, Skylink Express Inc., (the "**Applicant**") for an order (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Applicant and LAD Inc. (the "**Purchaser**") dated [DATE] and appended to the Fourth Report of KSV Restructuring Inc. in its capacity as the monitor of the Applicant (in such capacity, the "**Monitor**") dated June ●, 2024 (the "**Fourth Report**"), and vesting in the Purchaser the Applicant's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"); and (b) sealing the [confidential appendix] to the Fourth Report, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Kyle Dennhardt, sworn June 27, 2024 and the exhibits attached thereto (the "**Dennhardt Affidavit**") and the Fourth Report and on hearing the submissions of counsel for the Applicant, Momentum Decisive Solutions Canada Inc., The Toronto-Dominion Bank (the "**Bank**"), the Monitor and those other parties present although duly served as appears from the Affidavit of [NAME] sworn June ●, 2024, filed:

-2-

1 **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant and Monitor may deem necessary. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2 **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Applicant's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated March 11, 2024 (as amended and restated); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Manitoba), the *Personal Property Security Act* (Saskatchewan), and the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

-3-

3 **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4 **THIS COURT ORDERS** that all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicant or the Purchased Assets, including without limitation, any personal property security register in any Province in Canada, the Federal Aviation Administration aircraft registry, and the International Registry of Mobile ("**International Registry**") Transport Canada (including the Canadian Civil Aircraft Register) (collectively, the "**Governmental Authorities**") are hereby authorized requested and directed to accept delivery of the Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey or record in favour of the Purchaser clear title to the Purchased Assets.

5 **THIS COURT ORDERS** that the Applicant, the Bank and the Purchaser are each a Transacting User Entity (as defined in the International Registry) and are designated Professional User Entity (as defined in the International Registry).

6 **THIS COURT ORDERS** that the Applicant, the Bank and the Purchaser are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to effect the discharge of the Encumbrances including but not

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limited to providing the consents to discharge of any international interests, associated rights or rights to discharge Encumbrances in favour of the Bank.

7 **THIS COURT ORDERS and DIRECTS** each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement (irrespective if the explicit consent of any other party is required in writing or otherwise) and the presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, and cancel and discharge registrations.

8 **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

9 **THIS COURT ORDERS** that the confidential appendix to the Fourth Report be and is hereby sealed until such time as the Sale Process (as defined in the Fourth Report) is complete or further Order of the Court.

10 **THIS COURT ORDERS** that the Applicant and the Monitor, on behalf of the Applicant and in its capacity as Escrow Agent under the APA, are hereby authorized and directed, without further order of the Court, to distribute the Purchase Price (as defined in the APA), net of the commission payable to the Agent (as defined in the Fourth Report), to Bank (the "**Distribution**").

11 **THIS COURT ORDERS** that the Monitor and the Applicant are hereby authorized and directed to take all reasonably necessary steps and actions to effect the Distribution in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distribution.

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12 **THIS COURT ORDERS** that the Distribution shall be made free and clear of all Encumbrances and shall reduce the obligations under the TD Loan Facilities and TD Loan Security (each as defined in the Fourth Report).

13 **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicant;

the Distribution and the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any Trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14 **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this

Order or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule "A" - Form of Monitor's Certificate

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDEDAND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")**MONITOR'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the "Court") dated March 11, 2024, KSV Restructuring Inc. was appointed as the monitor (the "**Monitor**") of Skylink Express Inc. (the "**Applicant**").

B. Pursuant to an Order of the Court dated **[DATE]**, the Court approved the agreement of purchase and sale made as of **[DATE]** (the "**Sale Agreement**") between the Applicant and LAD Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Applicant's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Applicant and the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

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THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Applicant has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Applicant and the Monitor.
4. This Certificate was delivered by the Monitor at _____ [a.m./p.m.] on [DATE].

**KSV Restructuring Inc., in its capacity as Monitor of
Skylink Express Inc., and not in its personal capacity**

Per: _____

Name:

Title:

Schedule "B" - Purchased Assets

- Cessna Grand Caravan airframe, manufacturer's serial number 208B-0662 (the "**Airframe**")
- one (1) Pratt and Whitney Canada PT6A-114 engine serial number PCE-19255;
- all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, items of equipment and accessories installed thereon or appurtenant thereto as set forth in the Aircraft Specification attached as Exhibit A to the Sale Agreement, and
- all Aircraft Documents (as defined in the Sale Agreement)

Schedule "C" – Partial Discharges to be Registered

Personal Property Security Act (Ontario) Security

Debtor	Secured Party	Reference File Number	Collateral Description
Skylink Express Inc.	The Toronto-Dominion Bank	767158866	Reference to the following under "Motor Vehicle" and "General Collateral Description" to be removed: <ul style="list-style-type: none"> • Pratt & Whitney Canada PT6A Series Serial No. 19255 • Cessna 208B Serial No. 208B0662

Personal Property Security Act (Manitoba) Security

Debtor	Secured Party	Registration Number	Collateral Description
Skylink Express Inc.	The Toronto-Dominion Bank	202017958706	Reference to the following under "Serial Numbered Goods" and "General Collateral Description" to be removed: <ul style="list-style-type: none"> • Pratt & Whitney Canada PT6A Series Serial No. 19255 • Cessna 208B Serial No. 208B0662

Personal Property Security Act (British Columbia) Security

Debtor	Secured Party	Base Registration Number	Collateral Description

Skylink Express Inc.	The Toronto-Dominion Bank	561393M	<p>Reference to the following under "Vehicle Collateral" and "General Collateral" to be removed:</p> <ul style="list-style-type: none"> • Pratt & Whitney Canada PT6A Series Serial No. 19255 • Cessna 208B Serial No. 208B0662
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Personal Property Security Act (Saskatchewan) Security

Debtor	Secured Party	Registration Number	Collateral Description
Skylink Express Inc.	The Toronto-Dominion Bank	302097989	<p>Reference to the following under "Serial Property" and "General Property" to be removed:</p> <ul style="list-style-type: none"> • Pratt & Whitney Canada PT6A Series Serial No. 19255 • Cessna 208B Serial No. 208B0662

International Registry

- File number 1809913 in favour of The Toronto-Dominion Bank, as creditor, against Skylink Express Inc., as debtor, in respect of Pratt & Whitney Canada PT6A Series Serial No. 19255 as shown on Priority Search Certificate Number 1883679.
- File number 1809902 in favour of The Toronto-Dominion Bank, as creditor, against Skylink Express Inc., as debtor, in respect of Cessna 208B Serial No. 208B0662 as shown on Priority Search Certificate Number 1853625

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC.
Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(LAD)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto ON M5K 1E7

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Lawyers for the Applicant

TAB 5

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

<u>THE HONOURABLE</u>)	<u>FRIDAY, THE 5TH</u>
)	
THE HONOURABLE)	WEEKDAY, THE #
)	
JUSTICE <u>STEELE</u>)	DAY OF MONTH <u>JULY</u> , 20YR <u>2024</u>

~~BETWEEN:~~**PLAINTIFF**

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

~~Plaintiff~~

~~-and-~~

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

DEFENDANT

~~Defendant~~

**APPROVAL AND VESTING ORDER
(LAD)**

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ *in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor" the Applicant, Skylink Express Inc., (the "**Applicant**")* for an order (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the ~~Receiver and [NAME OF PURCHASER]~~ (the "Applicant and LAD Inc. (the "**Purchaser**")") dated [DATE] and appended to the ~~Report of the Receiver Fourth Report of KSV Restructuring Inc. in its capacity as the monitor of the Applicant (in such capacity, the "**Monitor**")~~ dated ~~[DATE]~~ June 6, 2024 (the "**Fourth Report**"), and vesting in

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the Purchaser the ~~Debtor's~~Applicant's right, title and interest in and to the assets described in the Sale Agreement (the ~~"Purchased Assets"~~); and (b) sealing the [confidential appendix] to the Fourth Report, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Kyle Dennhardt, sworn June 27, 2024 and the exhibits attached thereto (the "Dennhardt Affidavit") and the Fourth Report and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly~~Applicant, Momentum Decisive Solutions Canada Inc., The Toronto-Dominion Bank (the "Bank"), the Monitor and those other parties present although duly served as appears from the ~~a~~Affidavit of [NAME] sworn ~~[DATE]~~June 27, 2024, filed¹:

1 ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ~~Receiver~~³Applicant is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Applicant and Monitor may deem necessary. The ~~Receiver~~Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

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completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2 ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver's~~Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's"~~"Monitor's Certificate"), all of the ~~Debtor's~~Applicant's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~{~~and listed on Schedule "B" hereto~~}]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"Claims"~~"Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Cavanagh dated ~~[DATE]~~March 11, 2024 (as amended and restated); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Manitoba), the *Personal Property Security Act* (Saskatchewan), and the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

3 ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in

⁶ ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

the possession or control of the person having that possession or control immediately prior to the sale.

4 **THIS COURT ORDERS** that all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicant or the Purchased Assets, including without limitation, any personal property security register in any Province in Canada, the Federal Aviation Administration aircraft registry, and the International Registry of Mobile (“**International Registry**”) Transport Canada (including the Canadian Civil Aircraft Register) (collectively, the “**Governmental Authorities**”) are hereby authorized requested and directed to accept delivery of the Monitor’s Certificate and a copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey or record in favour of the Purchaser clear title to the Purchased Assets.

5 **THIS COURT ORDERS** that the Applicant, the Bank and the Purchaser are each a Transacting User Entity (as defined in the International Registry) and are designated Professional User Entity (as defined in the International Registry).

6 **THIS COURT ORDERS** that the Applicant, the Bank and the Purchaser are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to effect the discharge of the Encumbrances including but not limited to providing the consents to discharge of any international interests, associated rights or rights to discharge Encumbrances in favour of the Bank.

7 **THIS COURT ORDERS and DIRECTS** each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement (irrespective if the explicit consent of any other party is required in writing or otherwise) and the

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presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest, or any recordation of same, and cancel and discharge registrations.

8 ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Monitor to file with the Court a copy of the ~~Receiver's~~Monitor's Certificate, forthwith after delivery thereof.

9 **THIS COURT ORDERS** that the confidential appendix to the Fourth Report be and is hereby sealed until such time as the Sale Process (as defined in the Fourth Report) is complete or further Order of the Court.

10 **THIS COURT ORDERS** that the Applicant and the Monitor, on behalf of the Applicant and in its capacity as Escrow Agent under the APA, are hereby authorized and directed, without further order of the Court, to distribute the Purchase Price (as defined in the APA), net of the commission payable to the Agent (as defined in the Fourth Report), to Bank (the "Distribution").

11 ~~6.~~ **THIS COURT ORDERS** that, ~~pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~ the Monitor and the Applicant are hereby authorized and directed to take all reasonably necessary steps and actions to effect the

Distribution in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distribution.

12 THIS COURT ORDERS that the Distribution shall be made free and clear of all Encumbrances and shall reduce the obligations under the TD Loan Facilities and TD Loan Security (each as defined in the Fourth Report).

13 ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Applicant;

the Distribution and the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any ~~Trustee~~Trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Applicant and shall not be void or voidable by creditors of the ~~Debtor~~Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

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14 ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver and its~~ Applicant, the Monitor and their respective 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~~ Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver and its~~ Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule "A" - Form of ~~Receiver's~~Monitor's CertificateCourt File No. ~~_____~~CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

~~BETWEEN:~~**PLAINTIFF**

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

Plaintiff
~~—and—~~

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SKYLINK EXPRESS INC. (the "**Applicant**")

DEFENDANT**Defendant****RECEIVER'SMONITOR'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Cavanagh of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~March 11, 2024, KSV Restructuring Inc. was appointed as the ~~receiver~~ ~~(the "Receiver")~~ ~~of the undertaking, property and assets of [DEBTOR]~~ ~~(the "Debtor"~~monitor ~~(the "**Monitor**")~~ of Skylink Express Inc. (the "**Applicant**").

B. Pursuant to an Order of the Court dated **[DATE]**, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ (the "Sale Agreement") between the ~~Receiver~~ ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ ~~(the "Applicant and LAD Inc. (the "Purchaser")~~) and provided for the vesting in the Purchaser of the ~~Debtor's~~Applicant's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Monitor to the Purchaser of a certificate

confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets;
(ii) that the conditions to Closing as set out in section ~~●●~~●● of the Sale Agreement have been
satisfied or waived by the ~~Receiver~~Monitor and the Purchaser; and (iii) the Transaction has
been completed to the satisfaction of the ~~Receiver~~Applicant and the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out
in the Sale Agreement.

THE ~~RECEIVER~~MONITOR CERTIFIES the following:

1. ~~1.~~ The Purchaser has paid and the ~~Receiver~~Applicant has received the Purchase
Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. ~~2.~~ The conditions to Closing as set out in section ~~●●~~●● of the Sale Agreement have
been satisfied or waived by the ~~Receiver~~Applicant and the Purchaser; and

3. ~~3.~~ The Transaction has been completed to the satisfaction of the ~~Receiver~~Applicant
and the Monitor.

4. ~~4.~~ This Certificate was delivered by the ~~Receiver~~ at _____ [TIME] on Monitor at
_____ [a.m./p.m.] on [DATE].



~~{NAME} _____ OF
RECEIVER}KSV
Restructuring Inc., in its
capacity as Receiver of the
undertaking, property and
assets _____ of
{DEBTOR}Monitor of
Skylink Express Inc., and
not in its personal
capacity~~

P
er
:

Name:

Title:



Schedule "B" - Purchased Assets

- Cessna Grand Caravan airframe, manufacturer's serial number 208B-0662 (the "Airframe")
- one (1) Pratt and Whitney Canada PT6A-114 engine serial number PCE-19255;
- all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, items of equipment and accessories installed thereon or appurtenant thereto as set forth in the Aircraft Specification attached as Exhibit A to the Sale Agreement, and
all Aircraft Documents (as defined in the Sale Agreement)

Schedule "C" – ~~Claims to be deleted and expunged from title to Real Property~~ Partial Discharges to be Registered

Personal Property Security Act (Ontario) Security

<u>Debtor</u>	<u>Secured Party</u>	<u>Reference File Number</u>	<u>Collateral Description</u>
<u>Skylink Express Inc.</u>	<u>The Toronto-Dominion Bank</u>	<u>767158866</u>	<p>Reference to the following under "Motor Vehicle" and "General Collateral Description" to be removed:</p> <ul style="list-style-type: none"> • <u>Pratt & Whitney Canada PT6A Series Serial No. 19255</u> • <u>Cessna 208B Serial No. 208B0662</u>

**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Personal Property Security Act (Manitoba) Security

<u>Debtor</u>	<u>Secured Party</u>	<u>Registration Number</u>	<u>Collateral Description</u>
<u>Skylink Express Inc.</u>	<u>The Toronto-Dominion Bank</u>	<u>202017958706</u>	<p>Reference to the following under “Serial Numbered Goods” and “General Collateral Description” to be removed:</p> <ul style="list-style-type: none"> • <u>Pratt & Whitney Canada PT6A Series Serial No. 19255</u> • <u>Cessna 208B Serial No. 208B0662</u>

Personal Property Security Act (British Columbia) Security

<u>Debtor</u>	<u>Secured Party</u>	<u>Base Registration Number</u>	<u>Collateral Description</u>
<u>Skylink Express Inc.</u>	<u>The Toronto-Dominion Bank</u>	<u>561393M</u>	<p>Reference to the following under “Vehicle Collateral” and “General Collateral” to be removed:</p> <ul style="list-style-type: none"> • <u>Pratt & Whitney Canada PT6A Series Serial No. 19255</u>

			<ul style="list-style-type: none"> • <u>Cessna 208B Serial No. 208B0662</u>
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Personal Property Security Act (Saskatchewan) Security

<u>Debtor</u>	<u>Secured Party</u>	<u>Registration Number</u>	<u>Collateral Description</u>
<u>Skylink Express Inc.</u>	<u>The Toronto-Dominion Bank</u>	<u>302097989</u>	Reference to the following under “Serial Property” and “General Property” to be removed: <ul style="list-style-type: none"> • <u>Pratt & Whitney Canada PT6A Series Serial No. 19255</u> • <u>Cessna 208B Serial No. 208B0662</u>

International Registry

- File number 1809913 in favour of The Toronto-Dominion Bank, as creditor, against Skylink Express Inc., as debtor, in respect of Pratt & Whitney Canada PT6A Series Serial No. 19255 as shown on Priority Search Certificate Number 1883679.
- File number 1809902 in favour of The Toronto-Dominion Bank, as creditor, against Skylink Express Inc., as debtor, in respect of Cessna 208B Serial No. 208B0662 as shown on Priority Search Certificate Number 1853625

Court File No. CV-24-00716267-00CL

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SKYLINK EXPRESS INC.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER
(LAD)

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SKYLINK EXPRESS INC.

Court File No. CV-24-00716267-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**MOTION RECORD
(LAD APPROVAL AND VESTING ORDER)**

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