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COURT FILE NUMBER 2401-02664

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF LYNX AIR HOLDINGS CORPORATION and 1263343 ALBERTA INC. dba LYNX AIR

DOCUMENT **ORDER (D&O CLAIMS PROCESS)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **OSLER, HOSKIN & HARCOURT LLP**  
Barristers & Solicitors  
Brookfield Place, Suite 2700  
225 6 Ave SW  
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Julie Treleaven  
Telephone: (403) 260-7000 / 7048  
Email: [RVandemosselaer@osler.com](mailto:RVandemosselaer@osler.com) / [JTreleaven@osler.com](mailto:JTreleaven@osler.com)  
File Number: 1246361

**DATE ON WHICH ORDER WAS PRONOUNCED:** June 28, 2024

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**JUSTICE WHO MADE THIS ORDER:** The Honourable B. E. C. Romaine

**UPON** the application of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx (collectively, the “**Applicants**”); **AND UPON** reading the Affidavit of Micheal Woodward sworn June 19, 2024; **AND UPON** reading the Fifth Report of FTI Consulting Canada Inc. (the “**Monitor**”); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and any other interested party; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that circumstances exist that make this Order appropriate;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

## SERVICE

1. The time for service of this application is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other person other than those persons served is entitled to service of this application.

## DEFINITIONS

2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Whitting on March 1, 2024 (“**ARIO**”).
3. For purposes of this Order, the following terms shall have the following meanings:
  - (a) “**Accepted Claim**” means a D&O Claim of a Claimant as finally accepted by the Monitor, or determined by the Court, in accordance with this Order;
  - (b) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta;
  - (c) “**Claimant**” means a Person asserting a D&O Claim against any of the Directors or Officers;
  - (d) “**Claims Bar Date**” means 5:00 p.m. (prevailing Calgary time) on August 15, 2024;
  - (e) “**Claims Procedure**” means the procedure outlined in this Order, including Schedules attached hereto;
  - (f) “**Court**” means the Court of King’s Bench of Alberta;
  - (g) “**Director**” means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of either of the Applicants, in such capacity;
  - (h) “**D&O Claim**” means: (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Directors or Officers that relates

to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof; and in respect of (i) and (ii) above is: (A) is based in whole or in part on facts existing prior to the Claims Bar Date, or (B) relates to a time period prior to the Claims Bar Date;

- (i) **“Notice to Claimants”** means the notice for publication by the Monitor substantially in the form attached hereto as Schedule “A”;
- (j) **“Notice of Dispute”** means a notice delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “D”;

- (k) **“Notice of Revision or Disallowance”** means a notice delivered by the Monitor informing a Claimant that the Monitor has revised or disallowed such Claimant’s D&O Claim, which notice shall be substantially in the form attached hereto as Schedule “C”;
- (l) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of either of the Applicants, in such capacity;
- (m) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, union, pension plan administrator, pension plan regulator, governmental authority, ministry or agency, regulatory body, labour board, employee, legal representative or litigation guardian, or other association, or similar entity, howsoever designated or constituted;
- (n) **“Proof of Claim”** means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule “B”, which shall include all supporting documentation in respect of such D&O Claim; and
- (o) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/lynxair/>.

4. All references as to time herein shall mean local time in Calgary, Alberta and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

5. The Monitor is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted and may, where it is satisfied that a D&O Claim has been adequately filed or accepted, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of such forms.

## **NOTICE TO CLAIMANTS**

6. The Notice to Claimants is hereby approved.

7. The Monitor shall cause the Notice to Claimants to be posted on the Monitor's Website, no later than 5:00 p.m. on July 2, 2024.
8. The Monitor shall cause the Notice to Claimants to be published once in the Globe and Mail (National Edition) no later than 5:00 p.m. on July 5, 2024.
9. The Claims Procedure and forms of Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the Monitor, may from time to time, make minor non-substantive changes to the forms as may be necessary or desirable.
10. The publication of the Notice to Claimants, in accordance with this Order, and the posting of this Order on the Monitor's Website shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.

#### **DEADLINE FOR FILING A D&O CLAIM PROOF OF CLAIM**

11. Any Person that intends to assert a D&O Claim shall deliver a Proof of Claim to the Monitor in accordance with paragraphs 21 and 22 herein, together with all relevant supporting documentation in respect of such D&O Claim, so that such Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
12. Any Person who does not deliver a Proof of Claim in accordance with this Order to the Monitor by the Claims Bar Date shall be forever barred from asserting or enforcing such unasserted D&O Claim against any of the Directors and Officers and/or against the Property, and the Directors and Officers shall not have any liability whatsoever in respect of, and shall be released and discharged from, any and all such unasserted D&O Claims, and all such unasserted D&O Claims shall be forever extinguished, barred, and discharged as against the Property and the Directors and Officers without any further act or notification.

#### **DETERMINATION OF D&O CLAIMS**

13. The Monitor and any applicable Directors and Officers, shall review each Proof of Claim that is received by the Claims Bar Date and may accept, revise or disallow all or any part of the D&O Claim. At any time, the Monitor may request additional information from the Claimant with respect to any D&O Claim.

14. The Monitor and any applicable Directors and Officers, may attempt to consensually resolve the classification or amount of any asserted D&O Claim with the Claimant prior to accepting, revising or disallowing such D&O Claim.

15. If the Monitor and the Directors and Officers named in such D&O Claim, determines to revise or disallow a D&O Claim, the Monitor shall send a Notice of Revision or Disallowance to the Claimant. The failure by the Monitor to send a Notice of Revision or Disallowance shall not result in any D&O Claim being accepted or being deemed to be accepted.

16. If a Claimant disputes the disallowance or revision of its D&O Claim as set forth in a Notice of Revision or Disallowance and such Claimant intends to contest the Notice of Revision or Disallowance then such Claimant shall deliver a Notice of Dispute so that such Notice of Dispute is received by the Monitor by no later than 5:00 p.m. on the day which is fifteen days after the date the Notice of Revision or Disallowance is deemed to be received by the Claimant pursuant to paragraphs 21 and 23 herein or such later date as the Monitor may agree in writing or the Court may order.

17. Any Claimant who fails to deliver a Notice of Dispute to the Monitor by the deadline set forth in paragraph 16 shall be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed); and any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no Notice of Dispute is received by the Monitor by the deadline set forth in paragraph 16 hereof, shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

18. A Claimant who has delivered a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of such Notice of Dispute, file an application with the Court seeking determination of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application. Any Claimant who fails to file an application in accordance with this paragraph 18 shall: (i) be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed), and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no application is filed by the deadline set forth in this paragraph 18 shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

#### **NOTICE OF TRANSFERS**

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

20. If a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the Monitor, as the holder of the D&O Claim, transfers or assigns the whole of such D&O Claim to more than one Person or part of such D&O Claim to another Person, such transfers or assignments shall not create separate D&O Claims and such D&O Claims shall continue to constitute and be dealt with as a single D&O Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such D&O Claim

only as a whole and then only to and with the Person last holding such D&O Claim, provided such Person or Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such D&O Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such D&O Claim with such Claimant in accordance with the provisions of this Order.

## **GENERAL**

21. Any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by email or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

22. Any document, notification or notice required to be delivered to the Monitor under this Claims Procedure shall be delivered to:

FTI Consulting Canada Inc.  
In its capacity as Monitor of Lynx Air Holdings Corporation and  
1263343 Alberta Inc. dba Lynx Air  
Suite 1610  
Calgary, AB T2P 3R7  
Attention: Brett Wilson  
Email: lynxair@fticonsulting.com

23. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.



24. The Monitor and any applicable Directors and Officers are authorized to enter into settlement negotiations with a Claimant at any stage of the Claims Procedure and to enter into agreements with Claimants resolving the value of their D&O Claims.

25. This Order shall have full force and effect in all provinces and territories in Canada.

26. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

27. This Order and all of its provisions are effective as of the date of this Order.



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Justice of the Court of King's Bench of Alberta

## SCHEDULE "A"

***This claims process has only called for D&O Claims and NOT general claims against the Lynx entities. DO NOT file a claim if it does not meet the definition of a D&O Claim in the D&O Claims Procedure Order***

### **NOTICE OF D&O CLAIMS PROCEDURE AND D&O CLAIMS BAR DATE**

**NOTICE IS HEREBY GIVEN** that, pursuant to an order of the Court of King's Bench of Alberta dated June 28, 2024 (the "**D&O Claims Procedure Order**") a claims process has been commenced for the purpose of identifying and determining certain claims against the Directors and Officers of the Applicants (Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx). All capitalized terms in this Notice are defined in the D&O Claims Procedure Order, a copy of which can be found on the website of the Monitor, FTI Consulting Canada Inc. at <http://cfcanada.fticonsulting.com/lynxair/>.

**PLEASE TAKE NOTICE** that this D&O claims process only addresses certain claims against the Directors and Officers of the Applicants, defined as D&O Claims in the D&O Claims Procedure Order. Any Person who believes that it has a D&O Claim against a Director or Officer of the Applicants should send a Proof of Claim to the Monitor to be received **by the Monitor by 5:00 p.m. local Calgary time on August 15, 2024 (the "Claims Bar Date")**.

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

Claimants who require a Proof of Claim form may access these forms at the Monitor's website at <http://cfcanada.fticonsulting.com/lynxair/> or they may contact the Monitor (Attention: Brett Wislon, Telephone: 1-833-738-7742, Email: [lynxair@fticonsulting.com](mailto:lynxair@fticonsulting.com)) to obtain a claims package.

Claimants should file their Proof of Claim with the Monitor by mail, email, courier or hand delivery, so that the Proof of Claim is actually received by the Monitor by the Claims Bar Date at the address below.

#### **Address of the Monitor**

FTI Consulting Canada Inc.  
In its capacity as Monitor of Lynx Air Holdings Corporation and  
1263343 Alberta Inc. dba Lynx Air  
Suite 1610  
Calgary, AB T2P 3R7  
Attention: Brett Wilson  
Email: [lynxair@fticonsulting.com](mailto:lynxair@fticonsulting.com)

**SCHEDULE "B"**

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**PROOF OF D&O CLAIM**

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**IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF  
LYNX AIR HOLDINGS CORPORATION AND 1263343 ALBERTA INC. DBA LYNX  
(TOGETHER, THE "APPLICANTS")**

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**PARTICULARS OF D&O CLAIM CLAIMANT**

Full Legal Name of Claimant: \_\_\_\_\_ (the "Claimant").  
(Full legal or Corporate name should be the name of the original Claimant.)

Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Claimant: \_\_\_\_\_ \*

Facsimile Number of Claimant: \_\_\_\_\_ \*

Attention (Contact Person): \_\_\_\_\_ \*

Email Address: \_\_\_\_\_ \*

Has the D&O Claim been sold or assigned by Claimant to another party?

Yes\_\_\_ No\_\_\_ (If yes please complete section D)

**PROOF OF D&O CLAIM:**

I, \_\_\_\_\_ [Name of Claimant or Representative of the Claimant],  
do hereby certify:

that I am (please check one):

\_\_\_\_\_ the Claimant; or

\_\_\_\_\_ hold the following position of \_\_\_\_\_ the Claimant

and have personal knowledge of all the circumstances connected with the D&O Claim described herein;

**PARTICULARS OF D&O CLAIM:**

Name of the Director/Officer and the amount for each Director/Officer which owes the amount claimed:

<b>Director/Officer</b>	<b>Amount<sup>1</sup></b>
•	\$ _____
•	\$ _____
•	\$ _____
•	\$ _____

Description of transaction, agreement or event giving rise or relating to the D&O Claim:

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If the D&O Claim is contingent or unliquidated, state the basis and provide evidence upon which the D&O Claim has been valued:

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<sup>1</sup> Please specify currency if not in Canadian dollars.

***IF CLAIMANTS REQUIRE ADDITIONAL SPACE, PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT DOCUMENTATION OR AGREEMENTS.***

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

**PARTICULARS OF ASSIGNEE(S) (IF ANY):**

Full Legal Name of Assignee(s) of the D&O Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

\_\_\_\_\_  
(the "Assignee(s)")

Amount of Total D&O Claim Assigned \$ \_\_\_\_\_

Amount of Total D&O Claim Not Assigned \$ \_\_\_\_\_

Total Amount of D&O Claim \$ \_\_\_\_\_  
(should equal "Total D&O Claim" as entered on Section B)

Full Mailing Address of Assignee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Assignee(s): \_\_\_\_\_

Facsimile Number of Assignee(s): \_\_\_\_\_

Email address of Assignee(s): \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

**FILING OF CLAIMS:**

**The duly completed Proof of D&O Claim together with supporting documentation must be returned and received by the Monitor, no later than 5:00 pm local Calgary time on August 15, 2024, to the following email address or address:**

Failure to file your Proof of D&O Claim by such date will result in your claim being forever extinguished and barred and you will be prohibited from making or enforcing a D&O Claim against each of the Applicants or the Directors or Officers.

This Proof of D&O Claim must be delivered by email, personal delivery, courier or prepaid mail at the following address:

**Address of the Monitor:**

FTI Consulting Canada Inc.  
In its capacity as Monitor of Lynx Air Holdings Corporation and  
1263343 Alberta Inc. dba Lynx Air  
Suite 1610  
Calgary, AB T2P 3R7  
Attention: Brett Wilson  
Email: lynxair@fticonsulting.com

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of individual completing this form)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

**SCHEDULE “C”**

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**NOTICE OF REVISION OR DISALLOWANCE**

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**IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF LYNX AIR HOLDINGS CORPORATION AND 1263343 ALBERTA INC. DBA LYNX (TOGETHER, THE “APPLICANTS”)**

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**TO:** [insert name and address of Claimant]

**FROM:** FTI Consulting Canada Inc., in its capacity as Monitor of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx

**CLAIM REFERENCE NO.** \_\_\_\_\_

Terms not otherwise defined in this Notice have the meaning ascribed to them in the order of the Court of King’s Bench of Alberta dated June 28, 2024 (the “**D&O Claims Procedure Order**”). You can obtain a copy of the Claims Procedure Order on the Monitor’s website at <http://cfcanada.fticonsulting.com/lynxair/> or by contacting the Monitor as set out below.

This Notice of Revision or Disallowance is issued pursuant to the Claims Procedure Order.

The Monitor, has reviewed your D&O Claim, as set out in your **Proof of Claim** and hereby gives you notice that is has revised or rejected your D&O Claim as follows:

<b>Claim Against Director/Officer</b>	<b>Amount Per Proof of Claim</b>	<b>Disallowed Amount</b>	<b>Allowed Amount</b>
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____

**REASONS FOR DISALLOWANCE:**

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If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must:

(by 5:00 p.m. local Toronto time on the day which is fifteen (15) days after the delivery of this Notice of Revision or Disallowance or such later date as the Court may order, deliver a Notice of Dispute by email, courier, personal delivery or prepaid mail to the Monitor at the address indicated herein. The form of Notice of Dispute is attached to this Notice; and

(within ten (10) Business Days of delivery of the Notice of Dispute, file an application with the Court seeking determination of the value and/or status of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application.

If you do not deliver a Notice of Dispute and file an application seeking determination of your D&O Claim in accordance with the terms of the Claims Procedure Order, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

*Address for Service of Dispute Notices:*

**Address of the Monitor**

FTI Consulting Canada Inc.  
In its capacity as Monitor of Lynx Air Holdings Corporation and  
1263343 Alberta Inc. dba Lynx Air  
Suite 1610  
Calgary, AB T2P 3R7  
Attention: Brett Wilson  
Email: lynxair@fticonsulting.com

**IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, TIDS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



FTI Consulting Canada Inc.  
in its capacity as Court-Appointed Monitor of Lynx  
Air Holdings Corporation and 1263343 Alberta Inc.  
dba Lynx

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

**SCHEDULE “D”**

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**NOTICE OF DISPUTE**

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**IN RESPECT OF CLAIMS AGAINST LYNX AIR HOLDINGS CORPORATION AND  
1263343 ALBERTA INC. DBA LYNX  
(TOGETHER, THE “APPLICANTS”)**

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Pursuant to the Order of the Court of King’s Bench of Alberta dated June 28, 2024 we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance issued by FTI Consulting Canada Inc. in its capacity as Court-Appointed Monitor of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx

**A. PARTICULARS OF CLAIMANT**

Full Legal Name of Claimant: \_\_\_\_\_

Claim Reference No.: \_\_\_\_\_

Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Claimant: \_\_\_\_\_ \*

Facsimile Number of Claimant: \_\_\_\_\_ \*

Email Address: \_\_\_\_\_ \*

Attention (Contact Person): \_\_\_\_\_ \*

**PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED  
CLAIM, IF APPLICABLE:**

Have you acquired this Claim by assignment?      Yes  No

(if yes, attach documents evidencing assignment)

Full Legal Name of original Claimant (s): \_\_\_\_\_

**DISPUTE:**

We hereby disagree with the value or classification of our D&O Claim as set out in the Notice of Revision or Disallowance:

<b>Director/Officer</b>	<b>Claim per Notice of Revision or Disallowance</b>	<b>Claim per Claimant</b>
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Total Claim	\$ _____	\$ _____

***IF CLAIMANTS REQUIRE ADDITIONAL SPACE PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT AGREEMENTS.***

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

**REASONS FOR DISPUTE:**

*(Provide full particulars of the D&O Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim.*

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**THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY EMAIL, COURIER, PERSONAL SERVICE OR PREPAID MAIL TO THE MONITOR AT THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. LOCAL TORONTO TIME ON THE DAY WHICH IS FIFTEEN (15) DAYS AFTER THE DATE OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, OR SUCH LATER DATE AS THE COURT MAY ORDER.**

**IN ADDITION TO THE DELIVERY OF THIS NOTICE OF DISPUTE, WITHIN TEN (10) BUSINESS DAYS OF DELIVERY OF THE NOTICE OF DISPUTE, YOU ARE REQUIRED TO FILE AN APPLICATION WITH THE COURT SEEKING DETERMINATION OF THE VALUE AND/OR STATUS OF THE D&O CLAIM, WHICH APPLICATION SHALL BE RETURNABLE WITHIN SEVEN (7) BUSINESS DAYS OF THE FILING OF THE APPLICATION.**

*Address for Service of Dispute Notices:*

**Address of the Monitor:**

FTI Consulting Canada Inc.  
In its capacity as Monitor of Lynx Air Holdings Corporation and  
1263343 Alberta Inc. dba Lynx Air  
Suite 1610  
Calgary, AB T2P 3R7  
Attention: Brett Wilson  
Email: lynxair@fticonsulting.com