

Clerk's stamp:

COURT FILE NUMBER	2501-18254
COURT	COURT OF KING'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
	IN THE MATTER OF THE INTERIM RECEIVERSHIP OF REGENT AIRCRAFT SERVICES INC.
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	REGENT AIRCRAFT SERVICES INC., 1840648 ALBERTA LTD., 2490506 ALBERTA LTD. and STEVEN JAMES FRANCES GRATTO also known as STEVEN GRATTO
DOCUMENT	<u>APPLICATION</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: John Regush Ph. (403) 268-7086 Fx. (403) 268-3100 File No.: 141950-310

NOTICE TO RESPONDENTS: Service List attached as Schedule "A"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date: February 27, 2026

Time: 2:00 p.m.

Where: Calgary Courts Centre

By WebEx (connection information attached as
Schedule "B" to this Application)

Before Whom: The Honourable Justice Simard

Go to the end of this document to see what you can do and when you must do it.

REMEDY CLAIMED OR SOUGHT:

1. The Applicant, ATB Financial (“**ATB**”), respectfully seeks the following relief:
 - (a) an Order, substantially in the form attached as Schedule “C” hereto (the “**Receivership Order**”):
 - (i) declaring that the time for service of this Application be abridged, that this Application is properly returnable, and that further service of the Application be dispensed with;
 - (ii) appointing BDO Canada Limited as receiver and manager (in such capacity the “**Receiver**”) of all of the assets, undertakings, and properties of Regent Aircraft Services Inc. (“**Regent**”) pursuant to pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000 c J-2; and
 - (iii) granting ATB costs of this application on a solicitor and its own client, full indemnity basis; and
 - (b) such further and other relief as this Honourable Court may deem just and appropriate.

GROUND FOR MAKING THIS APPLICATION:

Regent’s Prior Operations and Appointment of the Interim Receiver

2. Regent historically provided complete aircraft repair services by delivering repairs on components for both fixed wing aircraft and helicopters. Regent designed and manufactured various aircraft components and products such as ground equipment, passenger compartment accessories, medical equipment, interior components and restraint systems and seats.
3. ATB is a secured creditor of Regent and on the application of ATB, consented to by Regent, BDO Canada Limited was appointed as interim receiver (in such capacity, the “**Interim Receiver**”) pursuant to the Order of the Honourable Justice Bourque pronounced November 14, 2025.
4. The Interim Receiver took possession of the Property (as defined in the Interim Receivership Order) and has taken steps to protect and preserve the Property.
5. Initially, the Interim Receiver did not receive timely and full cooperation from Mr. Steven Gratto, principal of Regent, which cooperation was necessary for the Interim Receiver to fulfil its mandate.
6. Orders were granted clarifying and requiring Mr. Gratto’s compliance, and the Interim Receiver eventually received a measure of compliance from Mr. Gratto.
7. While this process unfolded, the Interim Receiver and stakeholders were delayed in their ability to fully ascertain the full details of Regent’s operations, assets, and liabilities.

Appointment of a “Full” Receiver in Place of the Interim Receiver

8. The Interim Receiver has further advanced its mandate, and ATB seeks appointment of a “full” receiver and manager over Regent and its Property.
9. This appointment is just and convenient for, among others, the following reasons:
 - (a) Regent’s property consists of various pieces of equipment related to aircraft that are held at three different leased locations. The equipment ranges from larger pieces of aircraft related chattel to sundry parts;
 - (i) realization values may be enhanced if the Property is sold *en bloc* or in lots, rather than piecemeal, which can be best accomplished by a receiver and manager;
 - (ii) certain pieces of the property and proceeds are subject to claims from competing stakeholders, and a receivership proceeding would provide an efficient forum for these various claims to be assessed;
 - (b) in the absence of the appointment of a Receiver it is unclear that Regent’s management would take steps to preserve the Property; and
 - (c) ATB has the contractual right to appoint a receiver and manager over Regent and its Property. Regent is in default of its obligations to ATB and ATB has issued a Notice of Intention to Enforce Security pursuant to section 244 of the BIA, and the applicable 10 day period has expired.
10. BDO Canada Limited is qualified to act as receiver and manager and has consented to act as receiver and manager of the assets, undertakings, and properties of Regent, should the Court so appoint it.
11. In order to fulfil its mandate, the Receiver will need to borrow certain funds. ATB is supportive of an additional \$200,000 borrowings charge.
12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

MATERIAL OR EVIDENCE TO BE RELIED ON:

13. The pleadings and proceedings herein.
14. The Affidavit of Bhaskar Kakkar sworn February 25, 2026, to be filed.
15. Further Report of BDO Canada Limited, to be provided.
16. Consent of BDO Canada Limited, to act as receiver, to be filed.
17. Such further and other material or evidence as counsel may advise and this Honourable Court may permit.

APPLICABLE RULES:

18. *Alberta Rules of Court*, Alta Reg 124/2010.
19. *Bankruptcy and Insolvency General Rules*, CRC, c 368.
20. Such further and other Rules as counsel may advise and this Honourable Court may permit.

APPLICABLE ACTS AND REGULATIONS:

21. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3.
22. *Judicature Act*, RSA 2000 c J-2.
23. *Personal Property Security Act*, RSA 2000, c P-7.
24. Such further and other Acts and Regulations as counsel may advise and this Honourable Court may permit.

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

25. By Web-Ex, before Justice Simard on the Commercial List.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what it wants in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

SERVICE LIST IN THE MATTER OF THE INTERIM RECEIVERSHIP OF REGENT AIRCRAFT SERVICES INC.

Court of King's Bench of Alberta Action No.: 2501-18254

Last Updated: February 13, 2026

<u>Party</u>	<u>Role</u>	<u>Method of Service</u>
ATB Financial Attn: Reh Mulji / Bhaskar Kakkar Email: rmulji@atb.com / bkakkar@atb.com	Secured Creditor	Email
Dentons Canada LLP Attn: John Regush / Derek Pontin Email: john.regush@dentons.com / derek.pontin@dentons.com	Counsel to ATB Financial	Email
BDO Canada Limited Attn: Kevin Meyler Email: kmeyler@bdo.ca	Interim Receiver	Email
MLT Aikins LLP Attn: Ryan Zahara and Paul Olfert Email: rzahara@mltaikins.com / polfert@mltaikins.com	Counsel to Interim Receiver	Email
Borden Ladner Gervais LLP Attn: Kevin Barr / Savy Gosse Email: kbarr@blg.com and sgosse@blg.com	Counsel to Defendants, Regent Aircraft Services Inc., 1840648 Alberta Ltd., and 2490506 Alberta Ltd.	Email
Regent Aircraft Services Inc. Via its Primary Agent for Service Kraft & Co. Law Email: skraft@kcolaw.ca	Defendant	Email
1840648 Alberta Ltd. Via its Primary Agent for Service Kraft & Co. Law Email: skraft@kcolaw.ca	Defendant	Email
2490506 Alberta Ltd. Via its Primary Agent for Service Kraft & Co. Law Email: skraft@kcolaw.ca	Defendant	Email

Loberg Ector LLP Attn: Michael Loberg Email: mloberg@lobergector.com	Counsel to Defendant, Steven Gratto	Email
Steven Gratto 212 Harvest Wood Way NE Calgary, Alberta T3K 3X7	Defendant	Courier
BLUE CHIP LEASING CORPORATION 156 DUNCAN MILL RD, UNIT 16 TORONTO, ON M3B 2N2 Email: absecparties@avssystems.ca	PPR Registrant against Regent Aircraft Services Inc.	Email and Courier
BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. Email: funding@bodkin.com	PPR Registrant against Regent Aircraft Services Inc.	Email
MERIDIAN ONECAP CREDIT CORP. 204 – 3185 WILLINGTON GREEN BURNABY, BC V5G 4P3 Email: absecparties@avssystems.ca and absecparties@eservicecorp.ca	PPR Registrant against Regent Aircraft Services Inc.	Email and Courier
CWB NATIONAL LEASING INC. Email: debtenforcement@cwbnationalleasing.com	PPR Registrant against Regent Aircraft Services Inc.	Email
POLARIS LEASING LTD. Email: deannar@polarisleasing.com	PPR Registrant against Regent Aircraft Services Inc.	Email
VAULT CREDIT CORPORATION 41 SCARSDALE RAOD, SUITE 5 TORONTO, ON M3B 2R2 Email: absecparties@eservicecorp.ca and support@vaultcredit.ca	PPR Registrant against Regent Aircraft Services Inc.	Email and Courier
BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. Email: funding@benningtonfinancial.ca	PPR Registrant against Regent Aircraft Services Inc.	Email
HYATT AUTO SALES 300, 1311 – 9 TH AVENUE SW CALGARY, AB T2P 1G1	PPR Registrant against Regent Aircraft Services Inc.	Courier
ALLIED SHORTRIDGE CIVIL ENFORCEMENT AGENCY INC. #126, 1111 6 AVENUE SW CALGARY, AB T2P 5M5	Agent for Hyatt Auto	Courier

Viki Reeves and Tim McCreedy Email: viki@condorac.com	Landlord	Email
Dunphy Best Blocksom LLP Attn: Cassidy Newfield Email: cnewfield@dbblaw.com	Counsel for Viki Reeves, Tim McCreedy, and Hangar 5 Aviation Ltd.	Email
Ernie Novakowski and Jason Novakowski 2280 Pegasus Way NE Calgary, Alberta T2E 8M5	Landlord	Courier
Hyatt Investments 4639 6th Street NW Calgary, AB T2M 4P9	Landlord	Courier
Fasken Martineau DuMoulin LLP Attn: Robyn Gurofsky Email: rgurofsky@fasken.com	Counsel for Hyatt Auto Sales and Hyatt Investments	Email
Canada Revenue Agency Surrey National Verification and Collections Centre 9755 King George Boulevard Surrey BC V3T 5E1	Canada Revenue Agency	Courier
De Havilland Aircraft of Canada Limited Email: devin.mylrea@dehavilland.com	Interested Party	Email
Jensen Shawa Solomon Duguid Hawkes LLP Attn: Lauren Tyrell Email: tyrell@jssbarristers.ca	Counsel for Blkbox Innovations Inc.	Email
Carbert Waite LLP Attn: Michael Bokhaut Email: bokhaut@carbertwaite.com	Counsel for Barry Hades	Email
Gowling WLG (Canada) LLP Attn: Emma Dalziel Email: emma.dalziel@gowlingwlg.com	Counsel for Royal Bank of Canada	Email
McKechnie & Company Attn: Philip Di Tomaso Email: Phil@mckechnie.bc.ca	Counsel for Harbour Air Seaplanes	Email
De Waal Law Attn: Rinus de Waal Email: rdewaal@dewaallaw.com	Counsel for Gravitass Aviation Ltd. and SEFT Holdings Ltd.	Email

Email List:

rmulji@atb.com; bkakkar@atb.com; john.regush@dentons.com; derek.pontin@dentons.com;
kmeyley@bdo.ca; rzahara@mltaikins.com; polfert@mltaikins.com; kbarr@blg.com; sgosse@blg.com;
mloberg@lobergetor.com; skraft@kcolaw.ca; absecparties@avssystems.ca; funding@bodkin.com;
support@vaultcredit.ca; debtenforcement@cwbnationalleasing.com; deannar@polarisleasing.com;
absecparties@eservicecorp.ca; funding@benningtonfinancial.ca; viki@condorac.com;
cnewfield@dbblaw.com; rgurofsky@fasken.com; devin.mylrea@dehavilland.com;
tyrell@jssbarristers.ca; bokhaut@carbertainwaite.com; emma.dalziel@gowlingwlg.com;
Phil@mckechnie.bc.ca; rdewaal@dewaallaw.com

Schedule “B”

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Schedule "C"

COURT FILE NUMBER 2501-18254

COURT COURT OF KING'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

 IN THE MATTER OF THE RECEIVERSHIP OF
 REGENT AIRCRAFT SERVICES INC.

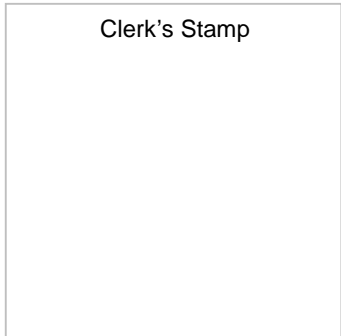
JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL

DEFENDANTS **REGENT AIRCRAFT SERVICES INC., 1840648
ALBERTA LTD., 2490506 ALBERTA LTD. and
STEVEN JAMES FRANCES GRATTO also
known as STEVEN GRATTO**

DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE DENTONS CANADA LLP
AND CONTACT 15th Floor, Bankers Court
INFORMATION OF PARTY 850-2nd Street SW, Calgary, Alberta T2P 0R8
FILING THIS DOCUMENT Attn: John Regush
 Telephone: (403) 268-7086
 Facsimile: (403) 268-3100
 File Number: 141950-310



DATE ON WHICH ORDER WAS PRONOUNCED: **February 27, 2026**

LOCATION OF HEARING: **Calgary Courts Centre, Calgary, Alberta**

NAME OF JUSTICE WHO GRANTED THIS ORDER: **The Honourable Justice Simard**

UPON the application of ATB Financial ("**ATB**" or the "**Plaintiff**") in respect of Regent Aircraft Services Inc. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavits of Bhaskar Kakkar sworn November 12, 2025 and February 25, 2026; and the Affidavit of Service of _____, to be filed; **AND UPON** reading the consent of BDO Canada Limited to act as receiver and manager (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for the Plaintiff and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

26. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Appointment

27. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, RSA 2000, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

Receiver’s Powers

28. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver’s ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Debtor’s real or personal property, or any right in any immovable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
 - (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 , provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or

territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) assign the Debtor into bankruptcy and act as the Trustee in Bankruptcy of the Debtor, upon providing 7 days' notice of its intention to do so to the Service List in these proceedings and receiving no written objection from any party served. Notice to any party served by mail or courier shall be deemed to have been given 5 days after the date of mailing or courier delivery. If an objection is received, the Receiver is entitled to bring an application to Court seeking to assign the Debtor in to bankruptcy; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operations to the Receiver

- 29. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including without limitation Steven James Frances Gratto also known as Steven Gratto, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 30. Any Person in possession of any Property subject to the within Receivership Order that is the subject of any alleged possessory or other common law lien (the "**Seized Items**") is hereby directed to immediately release such Seized Items to the Receiver.
- 31. Any possessory or other common law lien claims that any Person currently has against the Seized Items shall be preserved by this Order as if the Person had maintained possession of the Seized Items and as if the Person had not discharged any of its registrations in respect of its lien claims. The Receiver shall be entitled to take possession of, and realize on the Seized Items and complete its analysis as to the entitlement of any Person to the receipt of any proceeds from the sale of the

Seized Items, in accordance with the terms of this Order and any claims submitted to the Receiver by the Person for amounts outstanding in respect of the Seized Items.

32. Any Person claiming a possessory, common law, or legislated lien against Property subject to this Receivership Order (in such capacity, a "**Lien Claimant**") is, upon written notice from the Receiver, further directed to remove any liens registered in any provincial personal property registry against the Seized Items and against any other equipment subject to the Receivership Order that may not be in any Lien Claimant's possession (collectively, the "**Liened Items**") in order to facilitate the sale of the Liened Items to third parties by the Receiver or to provide the Receiver with a form of no interest letter if the registrations are not specific to the Liened Items. Any sale proceeds received by the Receiver for the sale of any of the Liened Items (to be held in an interest bearing trust account) shall stand in the place and stead of the Liened Items and any claims (including lien claims) that any Lien Claimant has against the Liened Items shall not attach to, encumber or otherwise form a charge, security interest, lien or other claim against the Liened Items but may be asserted against the net proceeds from the sale of the Liened Items, with the same priority they had with respect to the Liened Items immediately prior to the sale, as if the Liened Items had not been sold and remained in the possession or control of the Lien Claimant immediately prior to the sale.
33. The Receiver shall hold all funds received from the sale of the Liened Items in trust pending its review and assessment of the validity of a Lien Claimant's lien claimed against the Liened Items.
34. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 10 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
35. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

36. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

No Proceedings Against the Debtor or the Property

37. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

38. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
39. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

40. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in

favour of or held by the Debtor, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

Continuation of Services

41. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,

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

Receiver to Hold Funds

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

Employees

43. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").

44. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

45. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts,

deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2), and 88 of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Priority of Charges

26. The priorities of the Receiver's Charge provided for in paragraph 18 of this Order, the Receiver's Borrowings Charge provided for in paragraph 21 of this Order, the Interim Receiver's Charge provided for in paragraph 18 of the Order of the Honourable Justice Bourque pronounced in these proceedings on November 14, 2025, as amended by the Orders of the Honourable Justice Simard pronounced December 10, 2025 and January 27, 2026 (as amended, the "**Interim Receivership Order**"), and the Receiver's Borrowings Charge provided for in paragraph 21 of the Interim Receivership Order (the "**Interim Receiver's Borrowings Charge**"), as between them, shall be as follows:
 - (a) the Interim Receiver's Charge (to the maximum of \$200,000);
 - (b) the Receiver's Charge (to the maximum of \$200,000);
 - (c) the Interim Receiver's Borrowings Charge (to the maximum of \$300,000); and
 - (d) the Receiver's Borrowings Charge (to the maximum of \$200,000).

Allocation

27. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property

General

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
32. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
33. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

35. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

- (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
- (b) posting a copy of this Order on the Receiver's Website;

and service on any other person is hereby dispensed with.

37. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Regent Aircraft Services Inc. appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 27th day of February, 2026 (the "**Order**") made in action number 2501-18254, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of Enter Amount, being part of the total principal sum of Enter Amount that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded Select an Option after the date hereof at a notional rate per annum equal to the rate of Enter Rate per cent above the prime commercial lending rate of Name of Institution from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Enter Address.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of ,20

BDO Canada Limited, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal or corporate capacity

Per: _____

Name:

Title: