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PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	AMC&F PROPERTIES LTD. LYNCORP MANUFACTURING LTD.
DOCUMENT	<u>AMENDED</u> FIRST REPORT OF THE RECEIVER May 22, 2024
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p><u>RECEIVER</u> ALVAREZ & MARSAL CANADA INC. Bow Valley Square IV Suite 1110, 250 - 6th Avenue SW Calgary, Alberta T2P 3H7 Attention: Orest Konowalchuk/Bryan Krol Telephone: (403) 538-4736/(403) 538-7523 Email: okonowalchuk@alvarezandmarsal.com bkrol@alvarezandmarsal.com</p> <p><u>COUNSEL TO RECEIVER</u> OSLER, HOSKIN & HARCOURT LLP 2700, 225 – 6th Ave. S.W. Calgary, Alberta T2P 1N2 Attention: Randal Van de Mosselaer Phone: (403) 260 - 7060 Email: rvandemosselaer@osler.com</p>



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INTRODUCTION

1. On February 26, 2024 (the “**Receivership Date**”), the Court of King’s Bench of Alberta (the “**Court**”) granted an Order (the “**Receivership Order**”) whereby Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed receiver and manager (the “**Receiver**”) of AMC&F Properties Ltd. (“**AMC&F**”) and Lyncorp Manufacturing Ltd. (“**Lyncorp**”) (collectively, the “**Debtors**” or the “**Companies**”) in respect of all of the Companies’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).
2. The Receivership Order empowers and authorizes, but does not oblige, the Receiver to, among other things, take possession and control of the Property and of any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business subject to Court approval, as necessary.
3. The purpose of this first report of the Receiver dated May 22, 2024 (the “**First Report**” or “**this Report**”) is to provide this Honourable Court with information in respect of the following:
 - a) a brief overview and background of the Companies;
 - b) the initial activities of the Receiver since the Receivership Date;
 - c) an operational update of the Companies since the Receivership Date;
 - d) the cash flow actual results for the period from February 26, 2024 to May 17, 2024 (the “**Reporting Period**”);
 - e) the Receiver’s application for:
 - i. an Order (the “**Sale Process Approval Order**”) approving the proposed sale process (“**Sale Process**”) and approving and authorizing the listing agreement dated May 22, 2024 (the “**Listing**”

Agreement”) between CDN Global Advisors Ltd. (the “**Sales Agent**”) and the Receiver with respect to the building located at 402086 81 Street East, Aldersyde, Alberta, T0L 0A0 (the “**Building**”), including authorizing and directing the Receiver and the Sale Agent to implement the Sale Process;

- ii. an Order (the “**Auction Approval and Vesting Order**”) authorizing the Receiver to enter into an auction services agreement (the “**Auction Agreement**”) dated May 21, 2024 with GD Auctions & Appraisals Inc. (the “**Auctioneer**”) to allow for the Auctioneer to conduct an auction in accordance with the terms of the Auction Agreement and for the Receiver to pass clear title to the purchasers for the items purchased;
- iii. an Order (the “**Restricted Court Access Order**”) sealing confidential appendices 1, 2, 3 and 4 to the First Report (the “**Confidential Appendices**”)
- iv. an Order (the “**Receivership Amending Order and Approval of Fees and Activities**”) authorizing the Receiver, if the Receiver deems advisable, to assign the Debtor into bankruptcy and approving the actions, activities and conduct of the Receiver up to the date of the First Report, and the fees and disbursements of the Receiver and its legal counsel, Osler, Hoskin, & Harcourt LLP (“**Osler**”), up to and including April 30, 2024;
- f) the Receiver’s request to amend the Receivership Order to allow the Receiver (if required) to assign the Debtors (or either of them) into bankruptcy;
- g) the Receiver’s request to approve the actions, activities and conduct of the Receiver up to the date of this Report and approve the Receiver’s and its counsels, fees and disbursements up to April 30, 2024; and

- h) the Receiver's conclusions and recommendations;
- 4. Capitalized words or terms not otherwise defined in this Report are as defined in the Receivership Order.
- 5. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

- 6. In preparing this First Report, the Receiver has relied upon: (i) the representations of certain management and other key stakeholders of the Companies; and (ii) financial and other information contained in the Companies' books and records, which were produced and maintained principally by the Companies. The Receiver has not performed an audit, review or other verification of such information.
- 7. The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Companies' financial information that would wholly or partially comply with Canadian Auditing Standards ("CASs") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the financial information. Any future oriented financial information relied upon in this Report is based on the Receiver's assumptions regarding future events and actual results achieved will vary from this information and the variations may be materials.

BACKGROUND AND OVERVIEW

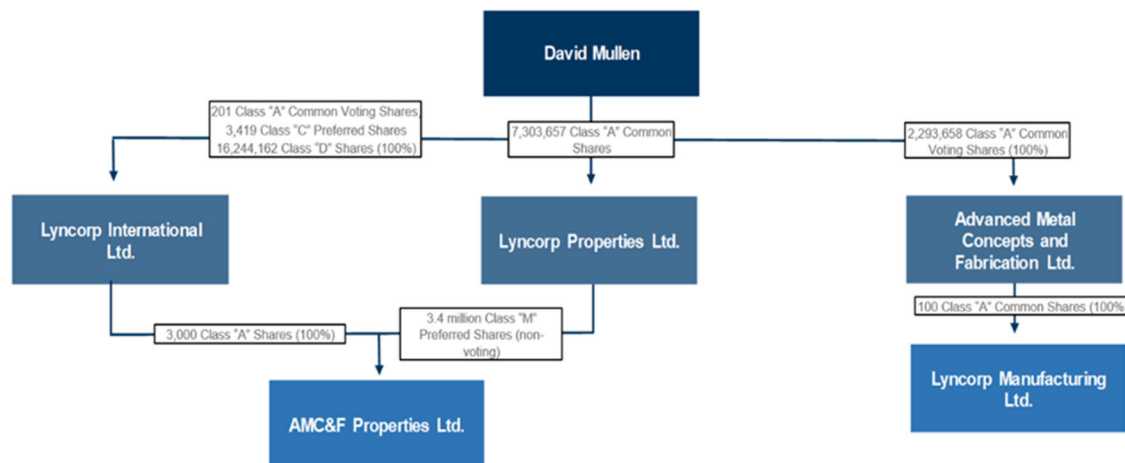
Background

- 8. AMC&F is a privately owned Alberta corporation which owns certain lands and building south of Calgary, at 402086 81 Street East, Aldersyde, Alberta, T0L 0A0. The Building is a two-story, single-tenant industrial manufacturing building. The Company is fundamentally set up as a "Holdco" and leases the Property to Lyncorp. The Building contains 60,152 square feet of rentable space, of which 19% is

comprised of office space and 81% is comprised of manufacturing space, all of which is situated on a 215,186 square foot (4.94 acre) site.

9. Lyncorp is a privately owned Alberta corporation with a focus on structural, platework, piping fabrication and manufacturing of machined components. Lyncorp has operated out of the Building, which it leases from AMC&F, since mid-2018 and its customer base ranged from companies with large civil infrastructure projects to companies who design small steel parts for recreational vehicles. Lyncorp's main assets include equipment and inventory (the "**Equipment**") which are located at the Building, and incomplete smaller projects such as fishing boats, trailers and railings for its customers.

10. A summary of the organizational chart for AMC&F and Lyncorp is below:



11. Mr. David Mullen ("**Mullen**") owns 100% of the shares of Lyncorp International Ltd. ("**LIL**"), as well as 100% of the shares in Lyncorp Properties Ltd. ("**LPL**"), which between both of these entities hold all of the shares of AMC&F. Mullen also holds 100% of the shares in Advanced Metal Concepts and Fabrications Ltd. ("**Advanced Metals**"), which in turn owns 100% of the shares in Lyncorp. Lyncorp is the guarantor of AMC&F's debt obligations to the Bank of Montreal ("**BMO**"). For clarity, LIL, LPL and Advanced Metals are not included in the

Receivership Proceedings. Mr. Mullen is also the guarantor of the outstanding debt owing to BMO by both of the Debtors.

12. BMO and Provida Financial Corporation (“**Provida**”) are the secured creditors of the Companies. While the Receiver has not completed its security review or received a security opinion, it is the Receiver’s understanding that Provida’s security is subordinate to BMO’s security. As at the Receivership Date the Companies were indebted to BMO and Provida in the approximate amount of \$7.6 million and \$5.7 million, respectively.
13. Further background regarding the Companies’ operations and the issues leading to the Receiver’s appointment are contained in the materials filed in support of the Receivership Order, including the Affidavit of Trevor Bauer sworn February 15, 2024. These documents and other publicly filed Court materials in these proceedings have been posted on the Receiver’s website at: <https://www.alvarezandmarsal.com/lynccorp> (the “**Receiver’s Website**”).

INITIAL ACTIVITIES OF THE RECEIVER

14. Since the Receivership Date, the Receiver’s activities have included, but are not limited to, the following:
 - a) attending and taking possession and control of the Property, which included, among other things, engaging the services of a locksmith to change the manual locks to the premises, contacting an IT contractor to restrict external computer access and disabling the key card access to the premise and ensuring only the Receiver and/or its contractors had key card access to the Building and its security system;
 - b) conducting a site tour of the Building to understand and document the Property;
 - c) terminating employment of all the Companies’ employees due to the receivership proceedings and informing all employees who have been

terminated within the last six months of the date of the Receivership Order of their eligibility under the Wage Earner Protection Program (“**WEPP**”);

- a) communication with the Royal Bank of Canada to freeze the Companies’ operating account and have the account set to “deposit only” as well as requesting that the cash on hand be sent to the Receiver’s trust account;
- d) engaging the services of two contractors who are familiar with the Companies to assist the Receiver. The Receiver entered into independent contractor agreements that enables either party to terminate the agreement at any point without notice;
- e) reviewing the Companies’ financials and creditor listings and preparing the notice of receiver, required by section 245 and 246 of the BIA (“**Receiver’s Notice to Creditors**”), which was delivered by the Receiver to all known creditors on March 5, 2024. A copy of the Receiver’s Notice to Creditors has been posted to the Receiver’s Website;
- f) notifying customers of the Receivership Proceedings and requesting that any outstanding accounts are to be paid to the Receiver directly;
- g) various calls with the Canada Revenue Agency (“**CRA**”) respecting these receivership proceedings, the Receiver’s duties and the coordination of an audit of the Companies’ books and records with respect to source deduction and GST accounts;
- h) preparing and mailing out the WEPP notices for each of the terminated employees to file their respective claims;

- i) inquiring into the status of insurance and notifying the insurance provider of the receivership proceedings and to name the Receiver as insured and loss payee;
- j) engaging the services of Trotter and Morton to conduct an assessment of the Building and complete certain repair work in the building, such as repairs to the Building's HVAC system;
- k) redirecting mail to the office of the Receiver;
- l) borrowing \$150,000 of the \$300,000 accessible under the Receiver's Certificate;
- m) various communications with BMO and Provida respecting the Receivership Proceedings, and seeking comments on the Receiver's intended Sale Process and next steps;
- n) initiating a request for proposal for auctioneers and sales agents to provide proposals to sell the Equipment and Building, respectively;
- o) selecting the Auctioneer and Sales Agent, with the support of both BMO and Provida, subject to Court approval;
- p) developing the proposed Sale Process for the sale and marketing of the Building;
- q) various discussions with creditors and suppliers regarding their outstanding invoices as a result of the Receivership Proceedings; and
- r) providing instructions to Osler, the Receiver's independent legal counsel, on a variety of matters with respect to these receivership proceedings;

OPERATIONAL UPDATE

15. As at Receivership Date, the Receiver determined there were a couple of outstanding and immaterial customer orders that were not completed by Lyncorp. Based on the Receiver's evaluation of these customer orders, the Receiver determined that the cost to complete these orders would either exceed the cash receipts to be collected or to be invoiced, and in any case the Receiver did not have the required former employees available to allow it to complete such work. The Receiver ceased operations and terminated all staff effective the Receivership Date. These remaining orders (incomplete rails and fishing boats) will be sold at auction or otherwise dealt with.

Employees and Contractors

16. As at the Receivership Date, the Companies had a total of 16 staff and management. The Receiver terminated all of those employees, but engaged the services of two contractors, including the former VP Operations, as well as a former consultant of the Companies, who are assisting the Receiver with administrative matters and upkeep of the Building and Equipment.

BOOKS AND RECORDS

Assets

17. Based on Lyncorp's and AMC&F's books and records, as at the Receivership Date, the consolidated estimated book values of the Companies' assets were as follows:

	<u>Estimated Book Value (1)</u>
Cash	23,242
Accounts Receivable	75,897
Inventory	675,663
Prepaid Expenses	13,168
Property and Equipment	13,128,661
Total Book Value of Assets	\$ 13,916,631

(1) Realizable values may materially differ from the above estimated book value.

Creditors

18. Based on the Companies' books and records at the Receivership Date, the amounts owed to both Lyncorp's and AMC&F's creditors were as follows:

	Amount
Secured Creditors	\$ 13,326,834
Unsecured Creditors	1,122,446
Total Amount	\$ 14,359,280

19. As at the Receivership Date, the Companies books and records indicate the following super-priority obligations outstanding:

- a) AMC&F
 - i. GST - \$302,991.88
 - ii. Source Deductions - \$nil
- b) Lyncorp
 - i. GST - \$269,296.94
 - ii. Source Deductions - \$67,828.59

SECURITY OPINION

20. A&M is advised that BMO holds a first charge on the Property and Provida holds a secured charge behind BMO on the facility by way of a general security agreement, assignment of accounts receivable, a corporate guarantee of related companies as well as a personal guarantee from Mullen.
21. The Receiver's legal counsel, Osler, is currently in the process of completing its review of both BMO's and Provida's security, including related security and

mortgage documentation and the Receiver will report to this Honourable Court the outcome of such review.

22. The Receiver is currently not aware of any other claimant that may have priority over BMO's and Provida's security, other than potential "super priority" claims with respect to Canada Revenue Agency ("CRA") and the Receiver's Charge as set out in the Receivership Order.

RECEIPTS & DISBURSEMENTS – FEBRUARY 26, 2024 TO MAY 17, 2024

23. The following is a consolidated interim statement of the Receiver's receipts and disbursements in respect of the Companies during the Reporting Period:

Lyncorp Manufacturing Ltd. & AMC&F Properties Ltd.
Interim Statement of Receipts and Disbursements
February 26, 2024 to May 17, 2024
in CAD \$000's

	Reporting Period Feb 26/24 to May 17/24	
Opening cash balance	\$	39
Receiver's borrowings	\$	150
Receipts		
Collection of Accounts Receivable		48
Interest Income		1
Total Receipts	\$	49
Disbursements		
Contractor Payments		22
Property Taxes		-
IT		1
Repairs and Maintenance		6
Insurance		19
Utilities		0
Telephone Communications		-
GST Payments		1
Security Services		-
OSB Fees		0
Other Expenses		0
Professional Fees and Costs		-
Contingency		-
Total Disbursements	\$	49
Total Receipts and Disbursements	\$	(1)
Auction RFP Deposits Held in Trust	\$	166
Ending cash balance	\$	355

24. At the Receivership Date, the Receiver identified approximately \$39,000 of cash in the operating account of the Companies.
25. Receipts collected during the Reporting Period were approximately \$49,000 which comprised of collection of certain accounts receivables and interest income. Additionally, the Receiver borrowed against the Receiver's Certificate \$150,000 of the \$300,000 available.

26. Disbursements paid during the Reporting Period were approximately \$49,000 which primarily related to contractor payments, repairs and maintenance and insurance.
27. Professional fees and costs of the Receiver and its legal counsel, Osler, up to April 30, 2024 totaled approximately \$181,000 (exclusive of GST), but remain unpaid as at the Receivership Date. The Receiver is seeking approval of its fees and costs, and those of Osler, from this Honourable Court as discussed further below.
28. The ending cash available as at May 17, 2024 was approximately \$355,000.
29. The Receiver notes that \$150,000 remains available to borrow under the Receiver's Certificate and it is likely that the Receiver will be required to draw on these remaining funds to cover the associated costs of the receivership until proceeds from the proposed auction are realized.

PROPOSED SALE PROCESS

Overview

30. The Receivership Order empowers and authorizes, but does not oblige the Receiver to, among other things:
 - a) 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 the Receivership Order;
 - b) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and

- c) apply for any vesting order or other 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.
- 31. Notwithstanding the general power to market and sell the Property included in the Receivership Order, the Receiver is requesting that the Court approve the Sale Process for the sale of the Building (along with the engagement of the proposed Sale Agent) as:
 - a) a court approved Sale Process will provide fairness, clarity and consistency to stakeholders involved in the Receivership Proceedings, including prospective purchasers;
 - b) there are several interested stakeholders in these proceedings, including super priority creditors, secured creditors, unsecured creditors, and the guarantor of the secured loans (Mullen). As such, ensuring that all stakeholders understand and have an opportunity to review the significant undertaking of a Sale Process, with approval from this Court, will provide clarity and transparency to the Sale Process;
 - c) the court will ultimately be requested by the Receiver to approve offers and vest property interests, and the Receiver wishes to seek his Honourable Court's approval at the earliest opportunity; and
 - d) To the extent there are Successful Offers (as defined in the Sale Process) identified by the Receiver in the Sale Process, the Receiver will come back before the Court to apply for orders approving the sale and vesting of the Building.
- 32. BMO and Provida have reviewed the proposed timelines and material concepts of the proposed Sale Process and have provided input into its terms, which have been incorporated, including the Receiver's selection of its Sales Agent. The Receiver is advised that BMO and Provida support the proposed Sale Process.

Retention of the Sale Agent

33. The Receiver sought proposals from five (5) nationally recognized real estate advisory and/or brokerage firms to assist the Receiver in the development and execution of sales and marketing process for the Building.
34. Based on the proposals received, the Receiver, upon the recommendation of Provida and support of BMO, selected the proposed Sales Agent to assist the Receiver to develop and execute the proposed Sale Process. Subject to the approval of this Honourable Court, the Receiver has prepared a Listing Agreement. A copy of the redacted Listing Agreement, which redacts the commission structure, is attached as Appendix “A” to this Report.
35. The commission structure within the Listing Agreement is based on a flat percentage on the ultimate sales price accepted by the Receiver and approved by this Honourable Court, including certain exclusions and more favourable commission pricing for the Receiver. The commission rate has been redacted as it is commercially sensitive and may lead to speculation by potential purchasers with respect to the Sale Agent and Receiver’s preliminary views regarding the value of the Building.
36. The Receiver has included an unredacted version of the Listing Agreement as Confidential Appendix “1” to this Report. The Receiver has also included a summary of the proposals received from various brokers as part of this selection process as Confidential Appendix “2” to this Report.

Key Components of the proposed Sale Process and Sale Process Order

37. The proposed Sale Process is attached as Appendix “B” to this Report. An overview of the major components contemplated in the Sale Process is set out below:

- a) the Receiver and/or the Advisor will prepare a non-confidential teaser letter (the “**Teaser**”) outlining the Sale Process and a non-disclosure agreement (“**NDA**”)
 - b) interested parties will be contacted by the Advisor and provided a summary of the Building and any other salient metrics to canvass for interest;
 - c) potential bidders (the “**Potential Bidders**”) that have executed the NDA in a form acceptable to the Receiver and the Advisor will be provided with, among other things:
 - i. the confidential information describing the Sale Process and a draft form of purchase agreement (Definitive Agreements); and
 - ii. access to further due diligence materials as deemed appropriate by the Receiver and/or the Advisor; and
38. The proposed Sale Process contemplates a Phase I Bid Deadline, Phase II Bid Deadline and a potential auctioning process (if required).
39. The Sale Process shall be conducted subject to the terms hereof and the following key milestones:

Milestone	Date
Launch Sale Process (Phase I)	June 3, 2024
Due diligence period (NDAs signed, access to VDR granted and site visits organized)	June 3, 2024 – July 4, 2024
Phase I Bid Deadline	July 5, 2024
Phase I Bid assessment	July 8, 2024 – July 12, 2024
Phase II due diligence period	July 8, 2024 – July 19, 2024
Phase II Bid Deadline	July 19, 2024

Milestone	Date
Phase II Bid assessment	July 19, 2024 – July 26, 2024
Notification of Auction Date (if applicable)	August 1, 2024
Auction Date (if applicable)	August 9, 2024
Period of time to finalize definitive documents for Successful Bid (if applicable)	~ August 1, 2024 (if no Auction) ~ August 16, 2024 (if Auction)
Court approval of Successful Bid (if applicable)	~ August 15, 2024 (if no Auction) ~ August 23, 2024 (if Auction)

40. The Receiver, with the assistance of the Sales Agent, proposes that it will use reasonable efforts to complete the Sale Process in accordance with the foregoing. The Receiver proposes that it may make such adjustments to the timeline that it determines are reasonably necessary in order to accommodate unforeseen circumstances and/or best facilitate the Sale Process to maximize the value of the Lands for the benefit of stakeholders, in all cases upon notice to all interested parties actively participating in the Sale Process at the applicable time.
41. Pursuant to the Sale Process, all qualified bidders will be provided with an opportunity to participate in the Sale Process. The Sale Process is designed to find the highest and/or best offer for a sale of the Building.
42. Any transaction involving the Building will be on an "*as is, where is*" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Receiver or any of its respective agents, estates, advisors, professionals or otherwise, except to the extent set forth in a written agreement with the person who is a counterparty to such a transaction.

Sale Process – Conclusions and Recommendations

43. The Receiver is of the view that the Sales Agent is an experienced, well qualified and well-known marketing agent in commercial building and insolvency matters.

The Receiver therefore seeks the approval of the Listing Agreement to assist with, and facilitate, the Sale Process.

44. The Receiver is of the view that the implementation of the proposed Sale Process is appropriate under the circumstances. The Receiver recommends that the Sale Process be approved by this Honourable Court for the following reasons:

- a) the Sale Process provides a fair and transparent process which will be conducted in such a manner as to provide potential bidders equal access to express their interest in making an offer for the Building;
- b) the timeline provided in the Sale Process will permit a sufficient level of market exposure for the Building in an expedient and efficient manner and provide Qualified Bidders with approximately five weeks to submit a Qualified Bid to enter into the Phase II Bid process and negotiate the Qualified Bids with the Receiver and, if required, the Receiver will be permitted to enter into an auctioning process with the goal of enhancing greater recoveries to the estate;
- c) the Sales Agent, has extensive experience in marketing commercial real estate projects using a similar process in an insolvency proceeding;
- d) the Receiver is not aware of any stakeholder that will be prejudiced by the Sale Process; and
- e) BMO and Provida have been consulted and are both supportive of the terms and timelines of the Sale Process.

THE EQUIPMENT AUCTIONING PROCESS

Invitation For Offer Process

45. The Receivership Order empowers and authorizes, but does not oblige the Receiver to, among other things:

- a) 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 the Receivership Order;
 - b) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
 - c) apply for any vesting order or other 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.
46. Given the uncertainty as to potential recoveries to priority and secured creditors in the Receivership Proceedings, the Receiver determined it was appropriate to seek proposals ("**Invitation for Offers**") from interested auctioning companies for the marketing and auctioning of Lyncorp's Property in an attempt to maximize realizations for all creditors and stakeholders in the estate.
47. During the week of April 15, 2024, the Receiver contacted and/or received interest from seven (7) reputable auctioning companies that specialized in the equipment and inventory of Lyncorp. The Receiver invited these parties to attend the Building to review the Equipment. All seven auctioning companies accepted the Receiver's invite to visit and inspect the Equipment (the "**Interested Parties**").
48. On April 17, 2024 the Receiver sent an information package (the "**Information Package**") to the Interested Parties that provided a listing of all the Lyncorp's Equipment that would be included in the sale process (the "**Auction Assets**") and a standard "offer form" for the Interested Parties to submit their offer (the "**Proposed Offers**"). The Information Package is attached hereto as Appendix "C"

to this Report. The main terms and conditions of the Information Package are summarized below:

- a) Description of the process, including the viewing Auction Assets, the format for proposals and a bid deadline of May 8, 2024 to submit the Proposal Offers to the Receiver (the “**Auction Assets Bid Deadline**”);
- b) Description of the Auction Assets;
- c) General terms and conditions, including receipt of a 10% deposit, a court approval condition and that the Auction Assets would be provided on an “as is, where is” basis with no representations or warranties expressed or implied as to title, condition or fitness for use; and
- d) if a Proposal Offer is accepted, the party submitting the Proposal Offer (the “**Successful Equipment Bidder**”) would enter into a definitive agreement with the Receiver that is subject to Court approval.

Proposals Received to Date

- 49. The Proposal Offers included proposals for the outright purchase of the Auction Assets, net minimum guarantee (“**NMG**”) proposals and straight commission proposals. In total, the Receiver received seven Proposal Offers from the Interested Parties for the Auction Assets by the Auction Assets Bid Deadline.

Offer Accepted Subject to Court Approval and Summary of Offers Received

- 50. After review, analysis and clarification of certain terms of offers and related matters, the Receiver, the support of BMO and Provida, accepted, subject to the Court’s approval the proposal from proposed Auctioneer.
- 51. The Auctioneer and the Receiver then negotiated and executed the Auction Agreement. A copy of the redacted Auction Agreement is attached as Appendix

“D” to this Report. An un-redacted Auction Agreement is marked as Confidential Appendix “3” due to the commercially sensitive information contained therein.

52. A summary and analysis of the Proposal Offers received is included within Confidential Appendix “4”, also due to the commercially sensitive information contained therein.

53. The Receiver believes that the Auction Agreement should be approved by the Court given:

- a) the purchase price set out in the Auction Agreement as compared to the Proposed Offers was the highest and best offer received from the Receiver;
- b) the purchase price is to be paid in cash;
- c) a non-refundable deposit equal to 10% of the purchase price was provided to the Receiver;
- d) the Auction Agreement contains “as is, where is” provisions and has no closing conditions other than Court approval of the Auction Process (as that term is defined below);
- e) the Receiver is specifically authorized to market and sell the Equipment subject to the Auction Agreement pursuant to the Receivership Order (subject to Court approval);
- f) the acceptance of the Auction Agreement is commercially reasonable and provides the highest net realization to the estate, with a sizeable non-refundable deposit, and reduces the risk and cost to the estate;
- g) the Auctioneer is a reputable auctioning firm in Canada and understands the Auction Assets very well and is likely in the best position to maximize realizations of the Auction Assets, in the circumstances; and

- h) BMO and Provida, as secured creditors, are supportive of the transaction contemplated by the Auction Agreement;
 - i) Accordingly, the Receiver is applying to this Honourable Court to approve the Auction Agreement and for the vesting of the Auction Assets.
- 54. Paragraph 3(l) of the Receivership Order establishes monetary thresholds above which the Receiver is not permitted to sell Property out of the ordinary course of business without the approval of this Court. The Auction may generate sale proceeds in excess of such thresholds.
- 55. Given that the Auction will be conducted in a public and transparent manner with the fulsome canvassing of the market, and involve multiple individual sales transactions with multiple purchasers, it is appropriate that the Auction Approval and Vesting Order be granted.
- 56. As a result, and as discussed above, the Receiver intends to engage the Auctioneer to conduct the Auction pursuant to, and in accordance with, the Auction Agreement. The Receiver is of the view that the proposed multi-platform, uniquely developed marketing strategy to be implemented by the Auctioneer pursuant to the Auction Agreement, together with the proposed timed online Auction outlined in the Auction Agreement, is fair and reasonable in the circumstances. The Receiver believes that such process will result in a fulsome canvassing of the market, and a maximization of available recoveries, all for the benefit of the Debtor's estate.
- 57. The auction process (the "**Auction Process**") will involve the Auctioneer to setup, inventory, clean as needed, catalogue, and photo the assets for auction to post to the Timed Online Auction. The Auctioneer will have a one day viewing period, for prospective bidders to inspect and view all items. The Timed Online Auction will be scheduled to close in June 2024, or other mutually agreed upon date and the Auctioneer will have free use of the Building, which shall include rent, occupancy

costs, property taxes, utilities, business tax, etc. until June 30, 2024, or other mutually agreed upon date.

58. The Auctioneer will also advertise an Online Auction Sale through a multi-platform, uniquely developed marketing strategy that will best work for an Online Auction Sale relevant to the assets included. The Auctioneer will deploy common marketing strategies using social media campaigns, relevant daily, weekly and trade specific publications that include both print and online options. Multi-channel exposure on the world wide web, as well as through pamphleteering to trade related companies, and mail to relevant potential purchasers.

RESTRICTED COURT ACCESS ORDER

59. Confidential Appendices 1, 2, 3 and 4 contain confidential information of a commercial nature which, if disclosed to third parties prior to the closing of the sale could materially jeopardize the sale or if the sale does not close could materially jeopardize the value that could subsequently be obtained. Accordingly, the Receiver is respectfully of the view that it is appropriate that this Honourable Court grant the Restricted Court Access Order in relation to the Confidential Appendices 1, 2, 3 and 4.

AMENDMENT TO THE RECEIVERSHIP ORDER

60. The Receiver believes that it may be required to assign both AMC&F and Lyncorp into bankruptcy. The Receiver believes it may be appropriate, under the circumstance, to have the ability to assign the Debtors into bankruptcy for the following reasons:
- a) Paragraph 30 of the Receivership Order advises that nothing in the Receivership Order shall prevent the Receiver from acting as the licensed insolvency trustee in bankruptcy of the Debtors;
 - b) the Debtors are currently in receivership and are considered insolvent persons within the meaning of the BIA and they have filed to meet their

obligations generally as they became due, in that the Debtors have failed to meet their respective obligations to BMO, Provida and other such obligations which exceed \$1,000;

- c) the Debtors are currently indebted to their respective creditors for an aggregate total of approximately \$14.4 million comprising both secured and unsecured creditors;
- d) assigning the Debtors into bankruptcy will allow for an efficient and orderly wind-down of both estates;
- e) the bankruptcy of the Debtors will allow for the aligning of the priority claims and the crystalizing of various creditor claims; and
- f) BMO supports the Receiver's intention to assign the Debtors into bankruptcy, if required.

61. A&M is the Court-appointed receiver and manager of the Debtors and has been administering the receivership of both estates. In this role, A&M has been in consultation with various of the Debtor's creditors. A&M is knowledgeable with respect to the remaining assets, properties, undertakings and specific issues facing the Debtors, and is well-positioned to effectively assume the role as the licensed insolvency trustee ("LIT") for both estates, if required. A&M is not aware of any conflict to act as LIT for the Debtors and is willing to act in such capacity, as required.

APPROVAL OF PROFESSIONAL FEES AND EXPENSES

62. Pursuant to paragraphs 18 to 20 of the Receivership Order, the Receiver seeks approval from this Honourable Court of the respective professional fees and disbursements of the Receiver and its legal counsel for the period from February 26, 2024 to April 30, 2023 (the "**Interim Taxation Period**").
63. Professional fees and expenses rendered by the Receiver during the Interim Taxation Period total \$162,723.23 (exclusive of GST) (the "**Receiver's Fees and**

Costs"). Professional fees and expenses of the Receiver's Counsel during the Interim Taxation Period total \$17,873.77 (exclusive GST) (the "**Receiver's Counsel's Fees and Costs**").

64. A summary of the Receiver's Fees and Costs and the Receiver's Counsel's Fees and Costs are attached as Appendix "E".
65. The Receiver and the Receiver's Counsel's invoices outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. Copies of the invoices will be brought to the Receiver's application before this Honourable Court set for May 28, 2024 and made available to the Court.
66. The Receiver respectfully submits that its professional fees and disbursements and those of its legal counsel in this operating receivership commensurate with the work performed as outlined in this First Report, are commercially fair and reasonable and were validly incurred in accordance with the provisions of the Receivership Order.

RECEIVER'S ONGOING ACTIVITIES AND FUTURE COURSE OF ACTION

67. The Receiver's next steps include but are not limited to:
 - a) implement the Sale Process (if approved by this Honourable Court) and carry out the Sale Process with the assistance of the Sales Agent;
 - b) working with the Auctioneer to conduct the auction at the Building as per the Auction Agreement, if approved by this Honourable Court;
 - c) continuing the process of validating and collecting outstanding accounts receivable;
 - d) assigning the Debtors into bankruptcy (if required);
 - e) working with the CRA during their audits of GST and source deductions of the Debtors;

- f) continuing communication with and updates to the secured lenders and other stakeholders in the receivership proceedings; and
- g) completing other administrative tasks related to the receivership proceedings.

RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

68. For the foregoing reasons, the Receiver respectfully recommends that this Honourable Court approve:

- a) the proposed Listing Agreement and Sale Process Approval Order;
- b) the Auction Agreement and the Auction Approval and Vesting Order;
- c) the Amendment to the Receivership Order permitting the Receiver to assign the Debtors into bankruptcy;
- d) the Receivership Amending Order;
- e) the Approval of Fees and Activities Order;
- f) the Restricted Court Access Order;

All of which is respectfully submitted this 22nd day of May, 2024.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as the Court-appointed Receiver of
the Companies. and not its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX A



Alvarez & Marsal Canada Inc.
 Bow Valley Square 4
 Suite 1110, 250 - 6th Avenue SW
 Calgary, Alberta T2P 3H7
 Phone: +1 403 538 7555
 Fax: +1 403 538 7551

EXCLUSIVE LISTING AGREEMENT (the "Agreement")

TO: CDN GLOBAL ADVISORS LTD. (hereinafter referred to as "**CDN GLOBAL**")

IN CONSIDERATION of CDN GLOBAL listing and offering for sale the property described in Schedule "A" of this Agreement (the "**Property**"), and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the undersigned, the undersigned as a Receiver of the Property, hereby, subject to the approval of the Court of King's Bench of Alberta (the "**Court**") and the granting by the Court of an Order approving the Receiver's proposed sale process (the "**Sale Process Approval Order**"), grants to CDN GLOBAL the sole and exclusive listing thereof, with sole authority to dispose of same on behalf of the Receiver (defined below) for 90 days following the granting of the Sale Approval Order (the "**Listing Term**"), on the terms herein stated. After 90 days, the Agreement shall automatically renew on a month to month basis with both parties having the right to give 15 days advance notice in writing to terminate the Agreement. If any conditional or unconditional agreement pertaining to the purchase and sale of the Property from time to time is not consummated, this Agreement shall continue for the duration of the Listing Agreement. The representatives of CDN GLOBAL responsible for this engagement shall be Jeff Keet, Paul Cunningham, and Agron Miloti (the "**Listing Agents**"). Notwithstanding the above Listing Term, if any of the Listing Agents are no longer available to work on the subject listing the Receiver may, in its sole discretion, terminate this Agreement without notice.

Municipal Address of the Property: 402086 -81 Street E in Aldersyde, Alberta
 (As legally described in "Schedule A" of this agreement)

Owner's Full Name: Alvarez and Marsal Canada Inc., in its capacity as receiver and manager of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd. and not in its personal or corporate capacity (the "**Receiver**")

List Price: NONE

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, agreements, warranties and payments herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereto do hereby covenant and agree as follows:

1. Description of Services

CDN GLOBAL shall act as advisor to the Receiver in respect of this engagement and shall perform such agent advisory and brokerage services as are required by the Receiver, including without limitation the following:

- (a) provide experienced representatives who will devote themselves diligently to the sale of the Property. The representatives shall be the Listing Agents;
- (b) promote and protect the best interests of the Receiver and the Property;
- (c) consult with the Receiver on a periodic basis;
- (d) provide Receiver and its representatives periodic (not less than weekly and/or as requested) reports on its activities under this Agreement, and promptly upon receipt, any information on any inquiries or proposals for the sale of the Property;

- (e) take reasonable steps to determine the material facts in respect of the transaction and disclose such material facts to the Receiver, including the provision of current market data;
- (f) co-operate with a third-party broker, as directed by the Receiver, if (but only if) the third-party broker provides evidence satisfactory to CDN GLOBAL, acting reasonably, that it is retained to act on behalf of the purchaser;
- (g) negotiate the offer to purchase, as required by and in consultation with the Receiver, with potential purchasers, present such offer to purchase to the Receiver along with recommendations for acceptance, rejection or counteroffer and assist with the documentation and execution of the final agreement;
- (h) draft offers to purchase for review and approval by the Receiver and/or its legal counsel, provide financial analysis, and provide real estate advice;
- (i) ensure that all offers are in writing and are submitted promptly to the Receiver through CDN GLOBAL, including offers received from other real estate companies or cooperating realtors. CDN GLOBAL acknowledges that it has no authority to accept any offers on behalf of the Receiver and that the Receiver may at its sole discretion accept or reject any offers to purchase submitted to the Receiver;
- (j) endeavour to prolong all offers for an adequate period of time in order to facilitate review by the Receiver;
- (k) provide liaison between the purchaser and the Receiver as required;
- (l) provide personalized attention to the purchaser to create the best possible continuing relationship with the Receiver; and
- (m) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated.

In this regard, subject to the approval and granting of the sale and investment solicitation process order that the Receiver will be seeking in the end of May 2024, the undersigned covenants and agrees with CDN GLOBAL as follows:

2. To pay to CDN GLOBAL:

- a. where CDN GLOBAL and a cooperating brokerage licensed by the Province of Alberta are both party to a sale transaction, a commission of [REDACTED] (and CDN GLOBAL will be solely responsible for reimbursing such other cooperating brokerage in accordance with the arrangement in effect between CDN GLOBAL and that brokerage);
- b. where associates with CDN GLOBAL are the only associates involved with a sale transaction, a commission of [REDACTED]

of the gross sale price plus applicable GST on any sale or exchange of the Property, or any portion thereof effected either during the Listing Term from any source whatsoever or otherwise resulting from a negotiation commenced or instituted during the Listing Term, other than with respect to the sale of the Property, or any portion thereof, to Dave Mullen or his nominee, in which case (and notwithstanding the foregoing) CDN GLOBAL will be entitled to receive a fixed fee of \$30,000 (plus GST) in lieu of any other commissions or compensation. The said commission shall be payable on the date of the closing of the said purchase and sale (or exchange). Notwithstanding the foregoing or anything herein, for certainty, CDN GLOBAL will not be entitled to a commission or any compensation or payment if the proposed sale is not approved by the Court and does not close.

3. In the event CDN GLOBAL is asked to represent a buyer or prospective buyer of the Property, CDN GLOBAL will:
 - a. immediately advise the Receiver of its desire to undertake concurrent representation of the Receiver and the buyer or prospective buyer;
 - b. give the Receiver an opportunity to seek independent advice concerning the joint representation; and
 - c. obtain an agreement (a “**Transaction Brokerage Agreement**”) between the Receiver and the prospective buyer outlining the nature of this representation.
4. In the event that the Receiver is not prepared to enter into a Transaction Brokerage Agreement, then CDN GLOBAL will continue to represent the Receiver only, and CDN GLOBAL will advise the buyer or prospective buyer accordingly.
5. CDN GLOBAL agrees that it will not engage in a dual agency or designated agency (also called multiple representation arrangements) and acknowledges that both are conflict relationships that are harmful to the Receiver and obstruct the purpose of this Agreement. CDN GLOBAL will not request that the Receiver sign any multiple representation consent forms. Any written multiple representation consent forms that CDN GLOBAL has had the Receiver to sign will not be used as evidence against the Receiver to show that the Receiver gave its informed consent to multiple representations. If a multiple representation situation arises, CDN GLOBAL will refer the buyer to another broker and continue to represent only the Receiver in the transaction (called Single Agency). This Agreement will take precedence over all multiple representation consent forms including those executed subsequent to this Agreement. CDN GLOBAL’s duties to the Receiver shall survive this Agreement and the closing of any sale of property.
6. CDN GLOBAL agrees to perform the services set out in this Agreement and to use best commercial efforts: to identify a suitable purchaser for the Property on the terms set forth herein and on such other terms as are acceptable to Receiver; to effect the signing of purchase agreements with purchasers for the Property; and to apprise the Receiver of the steps taken by CDN GLOBAL in respect thereof. CDN GLOBAL shall, at all times, act exclusively in the best interests of the Receiver and shall be held accountable to perform all duties and responsibilities under this Agreement in good faith and in accordance with good industry practice for real estate consultants and providers of similar real estate advisory services in the Province of Alberta.
7. CDN GLOBAL: [REDACTED]
 - (a) is authorized to advertise the Property for sale, subject to the prior written approval of the Receiver as to the form and content of such advertising. CDN GLOBAL, at its own expense, will place its standard sign on the Property and will prepare and market the Property, as outlined in the listing proposal submitted to the Receiver by CDN Global dated 8, 2024, and as attached as Schedule B to this Agreement (the “**Listing Proposal**”). (In the event of any inconsistency between this Agreement and the Listing Proposal, the terms of this Agreement shall prevail.) For certainty, CDN GLOBAL shall pay for all of its marketing costs, including its mailing and advertising costs. CDN GLOBAL shall also pay for all signage that it installs on the Property;
 - (b) acknowledges and agrees that it does not have the authority to legally bind the Receiver to any third-party obligations or sales of the Property or in any way to act as the Receiver’s spokesperson or agent. The parties agree that Receiver shall retain full discretion on the

negotiation of any transaction related to the Property and shall have the right to make any final decisions and direct the course of negotiations in respect of the Property;

- (c) shall assume the cost of all marketing materials and travel expenses, and shall not be authorized to incur any costs, fees or charges on behalf of the Receiver, unless expressly agreed by the Receiver in writing;
 - (d) shall meet the timelines established by the Sale Process Approval Order unless expressly agreed by the Receiver otherwise in writing, or unless those timelines are amended by the Court.
- 8. **Right to Reject.** Notwithstanding anything to the contrary in this Agreement, the Receiver retains the right, acting in its sole discretion, to reject any or all offers or proposals for any reason whatsoever and will not be bound to provide any compensation in the event that a potential purchaser is rejected by the Receiver or the Receiver does not execute a purchase or other agreement in respect of the Property.
- 9. **Insurance.** CDN GLOBAL shall obtain and maintain, throughout the Listing Term, either by way of a new policy or by endorsement to an existing policy:
 - (a) comprehensive general liability insurance, in the joint names of the Receiver and CDN GLOBAL, with limits of not less than CAD\$5,000,000.00 per occurrence, for bodily injury, including death, personal injury and property damage, including loss of use arising out of performance of the real estate consultant and brokerage services by CDN GLOBAL or anyone for whom it is responsible at law. The policy shall also contain an obligation on the part of the insurer to notify the Receiver at least 30 days prior to any change or cancellation of the policy(ies); and
 - (b) professional liability errors and omissions insurance on a claims made basis with limits of not less than CAD\$2,000,000.00 per claim, insuring against claims arising from the performance of the investment advisory and brokerage services by CDN GLOBAL under this Agreement or caused by an act, error or omission of CDN GLOBAL or anyone for whom it is responsible at law.
- 10. **Confidentiality.** Unless otherwise advised in writing, any and all information received by CDN GLOBAL from us, or from any other party regarding us, in the course of the agency relationship contemplated will be deemed to be information disclosed in confidence to CDN GLOBAL notwithstanding that such information may have been received before the execution of this Listing Agreement. [REDACTED]
- 11. **CDN GLOBAL's Representations and Warranties.**
 - (a) CDN GLOBAL represents that it is in good standing with the Real Estate Council of Alberta and Alberta Real Estate Association and duly registered and authorized under applicable laws.
 - (b) CDN GLOBAL represents and warrants that it holds and will maintain in good standing throughout the Listing Term all licenses, certifications, and approvals required in relation to CDN GLOBAL's performance of this Agreement in accordance with the laws of the Province of Alberta
- 12. **Liability of the Parties.** CDN GLOBAL acknowledges and agrees that in all matters pertaining to this Agreement, including in its execution, the Receiver is acting solely in its capacity as a receiver and manager and, as such, its liability under this Agreement, if any, will be in its

capacity as a receiver and manager, and the Receiver and its affiliates and their respective representatives shall have no personal or corporate liability of any kind, whether in contract, in tort or otherwise and in no circumstance will the Receiver be liable for any consequential damages including loss of profit.

5/22/2024

DATED this ____ day of ____, 2024

CDN GLOBAL ADVISORS LTD.

DocuSigned by:

Per: AB4C2B229CAB455

[Name] **Agron Miloti**
[Title] **CEO**

ACCEPTED this 22nd day of May, 2024

**Alvarez and Marsal Canada Inc.,
in its capacity as receiver and manager of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.
and not in its personal or corporate capacity**


Per:

Print Name: **Orest Konowalchuk, CPA-CA, CIRP, LIT**
Senior Vice-President



Schedule “A”

Property Legal Descriptions

ADDRESS	LEGAL DESCRIPTION
402086 –81 Street E in Aldersyde, Alberta	PLAN 9910968 BLOCK A LOT 3



APPENDIX B

SALE PROCESS

Introduction

Pursuant to a Receivership Order of the Court of King's Bench of Alberta (the "**Court**") granted on February 26, 2024 (the "**Receivership Order**"), Alvarez & Marsal Canada Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") over all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd. (collectively, the "**Debtors**"), including all proceeds thereof (collectively, the "**Property**").

The Property includes certain lands and buildings municipally described as 402086 –81 Street E in Aldersyde, Alberta and legally described as:

PLAN 9910968
BLOCK A
LOT 3

(collectively, the "**Lands**").

The Receiver is seeking the Court's approval of a sale process (the "**Sale Process**") with respect to the Lands with a view to finding a purchaser (or other transaction counterparty) (the "**Purchaser**") for the Lands.

Subject to the Court's approval, the Receiver anticipates engaging CDN Global Advisors Ltd. (the "**Sales Agent**") to assist in the development and execution of the Sale Process together with a marketing strategy with respect to the Lands. The Receiver plans to engage the Sales Agent to implement brokerage and marketing services in respect of the Lands under the Sale Process, with the oversight of the Receiver.

Capitalized terms not otherwise defined herein have the meaning set forth in the Receivership Order.

Overview

This Sale Process sets out the procedures in respect of the manner and timelines by which:

- (a) an interested party (each a "**Prospective Bidder**") may gain access, through the Sales Agent, to due diligence materials concerning the Lands and be provided access to inspect and tour the Lands;
- (b) a Prospective Bidder may submit bids and proposals for a range of alternative transactions involving the Lands;

- (c) the Receiver and Sales Agent, in consultation with the Lenders, will consider and negotiate Qualified Bids (defined below);
- (d) the Qualified Bids may be selected as Successful Bids (defined below) in consultation with the Lenders and the timelines relating thereto; and
- (e) the Court's approval of a Successful Bid and closing of same is to occur.

The Sales Agent shall conduct the Sale Process on behalf of and subject to the direction and oversight of the Receiver and in consultation with the Bank of Montreal ("**BMO**"), in its capacity as the senior secured lender of the Debtors, and **Provida Financial Corp. ("Provida"**, the second lien lender, and with BMO, the "**Lenders**").

Any sale of the Lands shall be on an "*as is, where is*" basis and without surviving representations or warranties of any kind, nature, or description by the Sales Agent, the Receiver, the Debtors or any of their respective agents, advisors or estates, except to the extent as may be set forth in a definitive transaction agreement executed by the Receiver in accordance with the Sale Process. The Receiver reserves the right to change or alter any of the provisions, dates and timelines contained herein.

Prospective Bidders, Qualified Bidders (defined below) and Successful Bidders (defined below) are collectively referred to herein as "**Bidders**", and Qualified Bids and Successful Bids are collectively referred to herein as "**Bids**".

Sale Process Timeline

The Sale Process shall be conducted subject to the terms hereof and the following key milestones:

Milestone	Date
Launch Sale Process (Phase I)	June 3, 2024
Due diligence period (NDAs signed, access to VDR granted and site visits organized)	June 3, 2024 – July 4, 2024
Phase I Bid Deadline	July 5, 2024
Phase I Bid assessment	July 8, 2024 – July 12, 2024
Phase II due diligence period	July 8, 2024 – July 19, 2024
Phase II Bid Deadline	July 19, 2024
Phase II Bid assessment	July 19, 2024 – July 26, 2024
Notification of Auction Date (if applicable)	August 1, 2024

Milestone	Date
Auction Date (if applicable)	August 9, 2024
Period of time to finalize definitive documents for Successful Bid (if applicable)	~ August 1, 2024 (if no Auction) ~ August 16, 2024 (if Auction)
Court approval of Successful Bid (if applicable)	~ August 15, 2024 (if no Auction) ~ August 23, 2024 (if Auction)

The Receiver, with the assistance of the Sales Agent, will use reasonable efforts to complete the Sale Process in accordance with the foregoing. The Receiver may make such adjustments to the timeline that it determines are reasonably necessary in order to accommodate unforeseen circumstances and/or best facilitate the Sale Process to maximize the value of the Lands for the benefit of stakeholders, in all cases upon notice to all interested parties actively participating in the Sale Process at the applicable time.

Solicitation of Interest

Subject to the Receiver determining it appropriate to do so and upon receiving Court approval, the Receiver may commence the Sale Process on June 3, 2024 or as soon as practicable thereafter as determined by the Receiver (the “**Commencement Date**”), at which time, the Sales Agent and the Receiver will make the following available to Prospective Bidders:

- (a) brochures, teasers and other preliminary marketing materials in respect of the Lands and the Sales Agent’s relevant contact information;
- (b) a form of non-disclosure agreement (“**NDA**”) to be executed by Prospective Bidders;
- (c) for those Prospective Bidders who have executed and returned a NDA to the Receiver, access to an electronic data room of due diligence information; and
- (d) a form of Definitive Purchase Agreement (defined below) to be used by Prospective Bidders in their submission of irrevocable Qualified Bids (each, a “**Qualified Bid**”).

The Sales Agent’s marketing process may include but not be limited to the following activities:

- (a) Engaging professional videographer/photographer to commence ground level and drone professional photography;
- (b) advertising the Lands on the Sales Agent’s website and through such other means as the Sales Agent and the Receiver consider appropriate;
- (c) direct contact with targeted developers and/or investors;

- (d) cold calling, site walk throughs, in-person meetings, and various other engagement activities; and
- (e) presentation of marketing materials and project information upon Prospective Bidders execution of a NDA.

Bidding Process

A Prospective Bidder shall be deemed a “**Qualified Bidder**” if such Prospective Bidder submits a Qualified Bid to the Receiver, with a copy to the Sales Agent, for the Lands on or before 5:00 pm Mountain time on July 5, 2024 (the “**Phase I Bid Deadline**”), provided that such Qualified Bid:

- (a) identifies and provides:
 - a. the Prospective Bidder’s contact information; and
 - b. the identities of each person or entity that will be sponsoring or participating in the contemplated transaction including direct and indirect owners;
- (b) includes a fully qualified and definitive agreement (in a form and substance provided by the Receiver, together with a blackline against the Receiver’s form) and such ancillary agreements as may be required with all exhibits and schedules thereto (a “**Definitive Purchase Agreement**”);
- (c) be irrevocable until there is a selected Successful Bid (defined below), provided that if such Qualified Bid is selected as the Successful Bid, such Qualified Bid shall remain an irrevocable offer until the earlier of: (i) the completion of the sale to the Successful Bidder; and (ii) the outside date stipulated in the Successful Bid;
- (d) not be conditional on (i) the outcome of unperformed due diligence and/or, (ii) obtaining any credit, capital or other form of financing;
- (e) be accompanied by a deposit (the “**Deposit**”) payable in trust by way of wire transfer to an interest-bearing trust account specified by the Receiver (the “**Receiver’s Trust Account**”), in an amount equal to 10 percent (10%) of the total consideration to be paid, including the cash consideration, the amount to be financed and/or the amount of debt to be assumed and to be paid pursuant to the Qualified Bid, to be held in accordance with this Sale Process;
- (f) include written evidence of a firm and irrevocable commitment for all required funding and/or financing from a creditworthy party to consummate the proposed transaction;
- (g) fully disclose the identity of each person that is bidding or that will otherwise be sponsoring or participating in the Qualified Bid, including the identification of the Qualified Bidder’s

direct and indirect owners and their principals and the full and complete terms of any such participation;

- (h) include evidence, in a form and substance satisfactory to the Receiver, of compliance or anticipated compliance with any and all applicable regulatory approvals, the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals; and
- (i) include such other information reasonably requested by the Receiver, in consultation with the Lender and Sales Agent.

The Receiver, in consultation with the Sales Agent, and acting reasonably, may waive compliance with any one or more of the above requirements and deem a non-compliant Definitive Purchase Agreement, as the case may be, a Qualified Bid.

Following the Phase I Bid Deadline, the Receiver, in consultation with the Sales Agent and the Lenders, shall determine whether to:

- (a) continue negotiations with a selected number of Qualified Bidders that have submitted Qualified Bids, with a view to selecting a single Qualified Bid to be the Purchaser (the “**Successful Bid**” and the party being selected as such the “**Successful Bidder**”); and
- (b) take such steps as are necessary to finalize and consummate the Successful Bid. Such assessment will be made as promptly as practicable but no later than fifteen (15) days after the Phase I Bid Deadline (or such other deadline as the Receiver, acting reasonably, may establish).

Following selection of the Successful Bid, the Receiver and the Sales Agent, in consultation with the Lender, shall seek to settle any Definitive Purchase Agreement with respect to the Successful Bid in form and substance acceptable to the Receiver and the Lender. Once the Definitive Purchase Agreement and any ancillary agreements thereto with respect to a Successful Bid (the “**Definitive Documents**”) have been finalized, the Receiver will apply to the Court as soon as reasonably practicable for an order (the “**Sale Approval and Vesting Order**”) in form and substance acceptable to the Receiver and the Lenders approving such Successful Bid and authorizing the Receiver to:

- (a) enter into any and all Definitive Documents;
- (b) undertake such other actions as may be necessary to give effect to the Successful Bid; and
- (c) implement the transaction(s) contemplated by such Definitive Documents (collectively, the “**Transaction**”).

All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date and granting of the Sale Approval and Vesting Order by the Court, but not before, and shall remain open for acceptance until that time.

Auction

After reviewing all Qualified Bids received, the Receiver reserves the right to require that an auction (the “**Auction**”) be held to determine the Successful Bid. If an Auction is to be held, the Receiver will conduct the Auction commencing at 10:00 a.m. (Calgary time) on August 9, 2024 (the “**Auction Date**”) at the offices of the Receiver’s legal counsel, Osler, Hoskin & Harcourt LLP in Calgary, AB, or such other location as shall be timely communicated to all entities entitled to attend at the Auction, subject to such adjournments as the Receiver may consider appropriate.

The Auction shall run in accordance with the following procedures:

- (a) prior to 4:00 p.m. (Calgary time) on August 1, 2024, each Qualified Bidder that has made a Qualified Bid must inform the Receiver whether it intends to participate in the Auction (the parties who so inform the Receiver that they intend to participate are hereinafter referred to as the “**Auction Bidders**”);
- (b) the identity of each Auction Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Auction Bidder participating in the Auction;
- (c) only representatives of the Auction Bidders, the Receiver, the Sales Agent, the Debtors and such other persons as permitted by the Receiver, and the advisors to each of the foregoing entities, are entitled to attend the Auction in person (and the Receiver shall have the discretion to allow such persons to attend by video- or tele-conference);
- (d) the Receiver may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction provided that such rules are (i) not inconsistent with this Sale Process or general practice in insolvency proceedings, and (ii) disclosed to each Auction Bidder at the Auction;
- (e) all Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;
- (f) the Receiver shall arrange to have a court reporter attend at the Auction;
- (g) each Auction Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with any other person regarding the Sale Process without the express written consent of the Receiver and on disclosure to all other Auction Bidders;

- (h) prior to the Auction, the Receiver will provide unredacted copies of the Qualified Bid(s) which the Receiver believes are the highest or otherwise best Qualified Bid(s) (the “**Starting Bid**”) to all Qualified Bidders that have made a Qualified Bid;
- (i) prior to the Auction, the Receiver and the Sales Agent shall develop a financial comparison model (the “**Comparison Model**”) which will be used to compare the Starting Bid and all Subsequent Bids (as defined herein) submitted during the Auction, if applicable;
- (j) prior to the Auction, the Receiver and the Sales Agent shall make themselves available to meet with each of the Auction Bidders to review the procedures for the Auction, the mechanics of the Comparison Model, and the manner by which Subsequent Bids (as defined below) shall be evaluated during the Auction;
- (k) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a “**Subsequent Bid**”) that the Receiver, utilizing the Comparison Model, determines is (i) for the first round, a higher or otherwise better offer than the Starting Bid, and (ii) for subsequent rounds, a higher or otherwise better offer than the then current highest and best bid (the “**Leading Bid**”), in each case by at least CAD\$100,000, or such amount as may be determined by the Receiver prior to, and announced at, the Auction;
- (l) to the extent not previously provided (which shall be determined by the Receiver), an Auction Bidder submitting a Subsequent Bid must submit, at the Receiver’s discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Receiver), demonstrating such Auction Bidder’s ability to close the transaction proposed by the Subsequent Bid;
- (m) only the Auction Bidders will be entitled to make a Subsequent Bid at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Qualified Bidder’s Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder if it is selected as the Successful Bid;
- (n) all Auction Bidders shall have the right to, at any time, request that the Receiver announce the then-current Leading Bid and, to the extent requested by any Auction Bidder, use reasonable efforts to clarify any and all questions such Auction Bidder may have regarding the Leading Bid;
- (o) the Receiver reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction to, among other things (i) facilitate discussions between the Receiver and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide

the Receiver with such additional evidence as the Receiver, in its reasonable business judgment, may require that that Auction Bidder has sufficient internal resources to consummate the proposed transaction at the prevailing overbid amount;

- (p) if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed; and
- (q) no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

At the end of the Auction, the Receiver shall announce the Successful Bid and the Successful Bidder. Upon selection of a Successful Bidder, the Successful Bidder shall deliver as soon as practicable and, in any event, by no later than five (5) calendar days, an executed Definitive Purchase Agreement, which reflects its Successful Bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Approval Application (as defined below).

If an Auction is conducted, the Auction Bidder and/or Qualified Bidder, as applicable, with the next highest or otherwise best Qualified Bid at the Auction or, if such Qualified Bidder did not participate in the Auction, submitted in this Sale Process, as determined by the Debtors and the Receiver, will be designated as the backup bidder (the “**Backup Bidder**”). The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submitted one or more overbids at the Auction, the Backup Bidder’s final overbid) (the “**Backup Bid**”) open until the earlier of (a) two (2) business days after the date of closing of the Successful Bid; and (b) August 30, 2024 (the “**Outside Date**”).

The Receiver, in consultation with the Sales Agent, shall have selected the final Successful Bid(s) and the Backup Bid(s) as soon as reasonably practicable after the Auction Date and the Definitive Purchase Agreement finalized and executed by no later than August 16, 2024, which Definitive Purchase Agreement shall be conditional only upon the receipt of the Approval Order (as defined below) and the express conditions set out therein and shall provide that the Successful Bidder shall use all reasonable efforts to close the Successful Bid by no later than August 23, 2024, or such longer period as may be agreed to in writing by the Receiver. In any event, the Successful Bid must be closed by no later than the Outside Date, or such other date as may be agreed to in writing by the Receiver.

Approval of Successful Bid

The Receiver shall apply to the Court (the “**Approval Application**”) for an order approving the Successful Bid and the Backup Bid (as applicable) and/or the mechanics to authorize the Receiver to complete the transactions contemplated thereby, as applicable, and authorizing the Receiver to (i) enter into any and all necessary agreements and related documentation with respect to the Successful Bid, (ii) undertake such other actions as may be necessary to give effect to such

Successful Bid, and (iii) implement the transaction(s) contemplated in such Successful Bid (the “**Approval Order**”).

The Approval Application will be held on a date to be scheduled by the Receiver and confirmed by the Court. The Receiver shall use best efforts to schedule the Approval Application on or before August 23, 2024 subject to Court availability. The Approval Application may be adjourned or rescheduled by the Receiver on notice to the service list prior to the Approval Application. The Receiver shall consult with the Successful Bidder and the Backup Bidder regarding the application material to be filed by the Receiver for the Approval Application, which material shall be acceptable to the Successful Bidder, acting reasonably.

If, following approval of the Successful Bid by the Court, the Successful Bidder fails to consummate the transaction for any reason, then such Successful Bidder will forfeit its Deposit and the Backup Bid, if there is one, will be deemed to be the Successful Bid hereunder and the Receiver shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, without further order of the Court.

Receiver’s Discretion

The Receiver shall have no obligation under this Sale Process to:

- (a) begin the Sale Process in the event that an offer to purchase is negotiated and is in the process of being accepted prior to the Commencement Date or such other date that the Receiver determines appropriate;
- (b) continue negotiations with any Qualified Bidders that have submitted Qualified Bids; or
- (c) select any Bids as a Successful Bid and conclude a sale arising out of this Sale Process,

and the Receiver reserves the right and unfettered discretion to reject any bid or proposal, but shall not do so without first consulting the Lenders.

Any amendments to this Sale Process, including the relevant dates and deadlines set forth herein, may only be made:

- (a) with the written consent of the Receiver and the Lenders; or
- (b) by further order of the Court.

Notwithstanding anything else contained herein, the Receiver, in its reasonable business judgment and in consultation with the Sales Agent and the Lenders, may, from time to time, withdraw any Property from this Sale Process in accordance with the Receiver’s rights under the Receivership Order.

Deposits

All Deposits shall be held by the Receiver in the Receiver's Trust Account (non-interest bearing) in accordance with this Sale Process and/or the Definitive Documents (as the case may be).

In the event that a Qualified Bid is selected as a Successful Bid:

- (a) if the Transaction closes, the Deposit shall form a part of the purchase price then due and owing by the Successful Bidder to the Receiver under the Definitive Purchase Agreement;
- (b) if the Successful Bidder refuses or is unable to close the Transaction through no fault of the Receiver, the Deposit shall be absolutely forfeited to the Receiver as liquidated damages without prejudice to any other right or remedy of the Successful Bidder; or
- (c) if the Receiver is unable or unwilling to proceed with a Transaction, the Receiver shall return the Deposit to the Successful Bidder no later than 14 days after the Receiver's determination, without any further right or remedy of the Successful Bidder.

In the event that a Qualified Bid is not a Successful Bid, the Receiver will return the Deposit to the Qualified Bidder within five (5) business days of the date upon which the Sale Approval and Vesting Order is granted by the Court.

In the event that there is no Successful Bid, all Deposits shall be returned to the Qualified Bidders within five (5) business days of the date upon which this Sale Process is terminated by the Receiver, in consultation with the Lender, in accordance with these procedures.

Costs of Participation

Participants in this Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

Communications

Under no circumstances may a Prospective Bidder, Qualified Bidder or Successful Bidder communicate with current or future management of the Debtors without the express written consent of the Receiver and the Receiver's or Sales Agent's presence.

The addresses used for delivering documents to the Receiver and the Sales Agent as required by the terms and conditions of this Sale Process are set out below.

To the Sales Agent:

CDN Global Advisors Ltd

Attention: Jeff Keet

Phone: (403) 519-9618

Email: jkeet@cdnglobal.com

To the Receiver:

Alvarez & Marsal Canada Inc.

Bow Valley Square IV

Suite 1110, 250 – 6th Avenue SW

Calgary, AB T2P 3H7

Attention: Orest Konowalchuk / Bryan Krol

Phone: (403) 538-4736 / (403) 538-7523

Email: okonowalchuk@alvarezandmarsal.com / bkrol@alvarezandmarsal.com

with a copy to:

Osler, Hoskin, & Harcourt LLP

Suite 2700, Brookfield Place

225 – 6th Avenue S.W.

Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer / Julie Treleaven

Phone: (403) 260-7060 / (403) 260-7048

Email: rvandemosselaer@osler.com / jtreleaven@osler.com

Further Orders

At any time during the Sale Process, the Receiver may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder.

APPENDIX C



OVERVIEW

On February 26, 2024, the Court of King's Bench of Alberta (the "**Court**") granted an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 and sections 13(2) of the *Judicature Act*, RSA 2000, cJ-2, appointing Alvarez & Marsal Canada Inc. receiver (the "**Receiver**") of all of Lyncorp Manufacturing Ltd's., ("**Lyncorp**" or the "**Company**") current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including proceeds thereof (the "**Property**").

The Receiver is currently seeking offers ("**Liquidation Offers**") to liquidate certain of Lyncorp's Property (the "**Equipment**") as more particularly described in the Equipment Listing discussed further below. To submit a Liquidation Offer with respect to the Equipment, please complete and submit a proposal form (the "**Proposal Form**"), a copy of which is attached hereto, in compliance with the terms set forth herein and in the Proposal Form. Specifically, the Receiver is seeking offers from certain parties on the following basis:

- 1) an outright purchase of all of the Equipment ("**Outright Purchase**");
- 2) Net Minimum Guarantee in connection with the sale of the Equipment ("**Net Minimum Guarantee**"); and/or;
- 3) Straight Commission in connection with the sale of the Equipment ("**Straight Commission**").

As part of the "offer submission" process (discussed further below), kindly provide further details and information about your firm's experience with respect to (a) purchasing and auctioning fabrication equipment and supplies and/or similar assets and (b) auctioning assets in the context of formal insolvency proceedings (e.g. Receivership / Bankruptcy).

EQUIPMENT

A copy of the Equipment listing (the "**Equipment Listing**") will be provided to those parties that sign the form of confidentiality agreement ("**CA**") which is attached hereto. The Equipment Listing, which identifies certain of Lyncorp's Property may not be complete or accurate, and the Receiver recommends that each interested party who wishes to submit a proposal examines the Equipment on site and conducts such due diligence as it considers necessary prior to submitting a proposal to ensure the Equipment Listing is complete and accurate. Upon reviewing the Equipment Listing, if you wish to inspect the Equipment and conduct such due diligence, the Receiver will provide a schedule of viewing times available.

OFFER SUBMISSION

All Liquidation Offers must be submitted on the Proposal Form, along with any additional information you may wish to include as part of the Liquidation Offer. Each Liquidation Offer for an Outright Purchase or a Net Minimum Guarantee must include a bank draft (or wire transfer) payable to "Alvarez & Marsal Canada Inc., in its capacity as Receiver of Lyncorp Manufacturing Ltd.", representing 10% of the total amount of the highest valued proposal

contained in the Proposal Form. (This requirement does not apply should the Proposal Form only contain a Straight Commission offer.) The 10% deposit will become non-refundable upon execution of a definitive agreement (the “**Definitive Agreement**”) between the Receiver and the successful bidder selected by the Receiver (the “**Successful Bidder**”), in a form satisfactory to the Receiver, unless the transaction contemplated by the Definitive Agreement does not close as a sole result of the breach of an obligation or term of the Definitive Agreement by the Receiver or the Court of King’s Bench of Alberta does not grant the Approval and Vesting Order as contemplated in the Definitive Agreement. Deposits from bidders whose Liquidation Offers are not accepted by the Receiver will be returned. A copy of the Receiver’s wire banking information is attached to this email.

Please note, the Receiver maintains the right to choose and accept any Liquidation Offer from any bidder in its sole and absolute discretion and is not required to accept the Liquidation Offer with the highest amount offered or any particular Liquidation Offer. The Receiver may also choose to reject all Liquidation Offers.

BID DEADLINE

The Receiver requires that all Liquidation Offers be submitted to the Receiver by not later than **4pm MDT on Wednesday, May 8th, 2024**. Liquidation Offers should be sent by email or courier to the following address or email address:

Lyncorp Manufacturing Ltd.,
by and through its court appointed Receiver, Alvarez & Marsal Canada Inc.,
and not in its personal or corporate capacity
C/o Bryan Krol, Senior Manager
Gabby Menzies, Associate
Bow Valley Square IV
Suite 1110, 250-6th Avenue SW
Calgary, Alberta T2P 3H7

Contact information:

Bryan Krol: bkrol@alvarezandmarsal.com (403) 538-7523

Gabby Menzies: gmenzies@alvarezandmarsal.com (403) 538-4881

AS IS, WHERE IS AND WITHOUT RECOURSE BASIS SALE, SUBJECT TO COURT APPROVAL

The Successful Bidder acknowledges that any sale of the Equipment by the Receiver shall be on an “as is, where is” and “without recourse” basis and the Receiver makes no representations, warranties, or collateral agreements, either express or implied, in respect of the Equipment, including with respect to the condition or fitness of the Equipment for any purpose. It is further agreed by the Successful Bidder that the implied conditions and warranties contained in the *Sale of Goods Act*, RSA 2000, c S-2, as amended, or any similar statute or law in any other province or territory, are expressly excluded and shall not apply to any sale effected hereby or under any



Definitive Agreement. The Successful Bidder hereby confirms that it has completed to its satisfaction any due diligence and investigation in relation to the Equipment and the purchase contemplated herein.

The purchase and sale of Equipment requires, and the closing of the transactions contemplated herein remain subject to, approval of the Court. The Receiver is hopeful that if an acceptable offer is received, the Receiver will be seeking Court Approval by mid-May 2024.

Thank you once again for your interest in the Lyncorp Equipment, and we look forward to receiving your offer on or before **4pmMT on Wednesday, May 8, 2024.**

Should you have any questions, please do not hesitate to contact Bryan Krol or Gabby Menzies of the Receiver.



PROPOSAL FORM – Lyncorp Manufacturing Ltd. - IN RECEIVERSHIP

To: Lyncorp Manufacturing Ltd. ("**Lyncorp**"), by and through its court appointed receiver and manager, Alvarez and Marsal Canada Inc. (the "**Receiver**"), acting in its capacity as receiver, and not in its personal or corporate capacity

Bow Valley Square 4
Suite 1110, 250 - 6th Avenue SW
Calgary, Alberta T2P 3H7

Attention: Bryan Krol bkrol@alvarezandmarsal.com
Gabby Menzies gmenzies@alvarezandmarsal.com

1. _____

(Name of Party issuing Proposal) (the "**Bidder**")

2. _____

(Address of Party)

3. _____
(Phone number) (Email)

4. _____
(Person to be contacted)

5. The total amount hereby offered: Proposal A (Net Minimum Guarantee): \$ _____

a. Additional Conditions: _____

6. The total amount hereby offered: Proposal B (Straight Commission) \$ _____

a. Additional Conditions: _____

7. The total amount hereby offered: Proposal C (Outright Purchase): \$ _____

a. Additional Conditions: _____

8. In the event more than one of the foregoing Proposals is submitted by the Bidder, the Receiver may accept any one Proposal from any Bidder in its sole discretion.
9. Each Proposal submitted by any bidder shall be referred to as a "**Bid**". The Receiver maintains the right to accept any Bid in its sole discretion and is not required to accept the Bid with the highest amount offered. The Receiver may choose to reject all Bids.
10. Enclosed is the Bidder's bank draft payable to Alvarez & Marsal Canada Inc., in its capacity as Receiver of Lyncorp as a deposit in the amount of \$_____, representing 10% of the total amount of the Bidder's highest valued Proposal submitted herein (the "**Deposit**"). The Deposit is only required should the Bidder make a bid based on a Net Minimum Guarantee or Outright Purchase.
11. If a Bid is accepted by the Receiver (the "**Accepted Proposal**"), the successful Bidder will, in good faith, negotiate a binding definitive agreement (the "**Definitive Agreement**") with the Receiver which shall, unless the parties agree otherwise, include the following:
 - a. a purchase price in an amount equal to that contained in the Accepted Proposal;
 - b. an allocation of the purchase price for each of the assets sold under the Definitive Agreement (the "**Assets**"), and a term to adjust the purchase price to allow for any removal of Assets from the purchase and sale;
 - c. additional provisions incorporating the Additional Conditions set out in the Accepted Proposal;
 - d. a condition precedent that the performance of the Definitive Agreement will be subject to approval of the Court of King's Bench of Alberta (the "**Court Approval**");
 - e. a term that the Deposit will be non-refundable upon the execution of the Definitive Agreement by the Bidder and the Receiver unless the transaction contemplated by the Definitive Agreement does not close as a result of an act or omission of the Receiver or the non-satisfaction of any condition precedent (including obtaining Court Approval);
 - f. a term that the Assets shall be acquired by the Bidder on an "as is where is" basis;
 - g. a term that the Receiver will make no representations, warranties or collateral agreements, either express or implied, in respect of the Assets, including with respect to the condition or fitness of any Asset for any purpose or as to the title, ownership or merchantability of any Asset;
 - h. a term that the implied conditions and warranties contained in the Sale of Goods Act, R.S.A., c. S-2, as amended, or any similar statute or law in any other province or territory, are expressly excluded and shall not apply to any sale effected by the Definitive Agreement;
 - i. a representation by the Bidder that it has completed to its satisfaction any due diligence and investigation in relation to the Assets; and
 - j. such other terms that are customary in an agreement of the nature of the Definitive Agreement.

12. The Receiver requires that all Bids be submitted by e-mail or courier to the Receiver by **4:00 p.m. MDT on Wednesday, May 8, 2024**

DATED at _____ this _____ day of _____, 2024.

(Signature of Authorized Representative)

(Name and Position)

ACCEPTED:

**LYNCORP MANUFACTURING LTD., BY AND
THROUGH ITS COURT APPOINTED RECEIVER AND
MANAGER, ALVAREZ AND MARSAL CANADA INC.,
ACTING IN ITS CAPACITY AS RECEIVER, AND NOT
IN ITS PERSONAL OR CORPORATE CAPACITY**

(Signature of Authorized Representative)

(Name and Position)

(Date)

APPENDIX D

AUCTION AGREEMENT

This Auction Agreement (the “**Agreement**”), is entered into this 20th day of May, 2024 (“**Effective Date**”), between GD Auctions & Appraisals Inc. (referred to as “**GDAA**”), and Alvarez & Marsal Canada Inc. (“**Receiver**”) in its capacity as Receiver of AMC&F Properties Ltd. (“**AMC&F**”) and Lyncorp Manufacturing Ltd. (“**Lyncorp**”, and together with AMC&F, the “**Debtors**”) and not in its personal or corporate capacity (GDAA and the Receiver shall hereinafter be referred to as the “**Parties**”).

1. Purpose of Agreement. Receiver hereby retains GDAA to sell the Assets (as that term is defined and described on Schedule “B” hereto) through a publicly advertised and conducted Time Online Auction process (the “**Auction Process**”). GDAA hereby agrees to use its professional skill, knowledge and experience to design and run the Auction Process to the best advantage of both Parties, but makes no representations or warranties regarding the outcome of the Auction Process, except to the extent as may be provided for in this Agreement.
2. Location of Assets. Some but not all of the Assets are located at the Company’s former business premises, being a property with the municipal address of 402086 81 St E, Aldersyde, AB (the “**Premises**”).
3. Auction Sale. The Assets shall be sold by way of public auction (the “**Auction Sale**”) to be conducted by GDAA. Such Auction Sale shall be conducted by GDAA in accordance with the terms of this Auction Agreement and the terms set out in Schedule “A” hereto, which Auction Agreement shall be subject to the Court of King’s Bench of Alberta approving the terms of the Auction Process and transferring title to any Assets sold at the Auction Sale to the purchasers of such Assets free and clear of any claims by through or under the Debtors (“**Court Approval**”).
4. Exclusivity. Receiver retains GDAA to be its sole and exclusive agent to market the Assets for sale through the Auction Process. Except as otherwise set out herein, Receiver hereby agrees that it will not, during the currency of this Agreement, sell or attempt to sell any of the Assets on its own without utilizing the services of GDAA in connection therewith. Upon execution of this Agreement, Receiver will provide the GDAA with all information and communications concerning possible sales of the Assets, as well as all contact information for parties that have expressed to Receiver or the Companies an interest in acquiring some or all of the Assets. Except as set forth in this Agreement, Receiver agrees not to remove any Assets from the Sale Process for any reason during the currency of this Agreement.
5. Compensation. The following shall define how GDAA shall be compensated for services provided under this Agreement (“**Compensation**”).

GDAA will provide the Receiver with a Net Minimum Guarantee (the “NMG”) of [REDACTED]

GDAA will be entitled to retain all sale proceeds in excess of the NMG and [REDACTED]

6. Sale Costs. In addition to the Compensation, GDAA shall also be entitled to reimbursement for all expenses related to the Auction Process (hereinafter referred to as “Costs”) incurred by GDAA in preparing for and conducting the Auction Process, including labour, marketing, supplies and other related costs. GDAA shall not be entitled to reimbursement for Costs in excess of [REDACTED] (in the aggregate) without prior written authorization from Receiver.
7. Insurance. Until such time as title to and possession of any Asset is delivered to a buyer as a result of the Auction Sale, Receiver shall obtain and thereafter maintain full fire, vandalism, burglary, theft and liability insurance on the Assets in an amount not less than the full insurable value of the Assets. In the event of a loss, GDAA shall be paid from the proceeds of any insurance claims paid to Receiver or Debtors for any amounts due and owing to GDAA under this Agreement. To the extent that Receiver elects not to insure the Assets, Receiver assumes full responsibility for all associated risks of loss, including payment of all of GDAA’s Compensation and Costs.
8. Advertising; Disclaimers of Warranties; Etc. GDAA shall have sole authority to advertise the Auction Sale. GDAA shall not place or arrange for any advertising without Receiver’s approval as to content. To the extent allowable by law, Receiver hereby authorizes GDAA: (a) to use Receiver’s and Company’s name and logo, without additional consideration from GDAA, in promotional materials pertaining to the Auction Sale, and (c) to state both in its advertising of the Auction Sale that all Assets are being sold, “AS IS, WHERE IS, AND WITH ALL FAULTS,” and otherwise to include any disclaimers of warranty, including but not limited to disclaimers of the warranties of merchantability and fitness for a particular purpose or use. Receiver hereby acknowledges and agrees that GDAA: (y) has no knowledge with respect to, and has no obligation to investigate, the merchantability or fitness for any particular purpose or use of any of the Assets; and (z) has no duty to comply with the relevant provisions of the secured transaction laws (if applicable), including but not limited to the delivery of any requisite notice to third parties, as it is Receiver’s responsibility to ensure that every aspect of the Auction Process shall be commercially reasonable (if applicable).
9. Sensitive Information. Receiver acknowledges that certain materials located at the Premises may be of commercially sensitive or personal nature (including but not limited to books and records, computer data, personal effects and other such sensitive materials) (“Sensitive Information”). GDAA shall not be responsible for the proper retrieval, storage and/or destruction of any Sensitive Information. Receiver (and not GDAA) shall be

responsible to remove Sensitive Information from the Premises. This includes removing Sensitive Information from the computers and hard drives to be sold.

10. Hazardous Materials. GDAA has no obligation whatsoever to purchase, sell, make, store, handle, treat, dispose, generate, transport or remove any hazardous substances (“**Hazardous Materials**”) that may be located at the Premises or otherwise associated with the Assets. GDAA shall have no liability to any party for any environmental action brought (i) because the Assets were involved in, or are somehow related to, the storage, handling, treatment, disposition, generation, or transportation of Hazardous Materials, or (ii) in connection with any remedial actions associated with the Assets or the Premises. Receiver (and not GDAA) shall be responsible to remove from the Premises all Hazardous Materials from Assets to be sold prior to GDAA’s preview of the Assets to prospective Buyers.
11. Condition of Premises. Following GDAA’s completion of the Auction Sale, it shall endeavor to leave the Premises in a clean and orderly condition, as allowable within the Costs budget allocated for the Auction Process and based upon the availability of sufficient trash containers provided by Receiver. Notwithstanding any agreement by the Parties to the contrary, under no circumstances shall GDAA be responsible for penalties, fees or costs related to removal of: (i) unsold items; (ii) items abandoned by Buyers; (iii) trash and debris of the Companies or resulting from the removal process; (iv) Sensitive Information; or (v) Hazardous Materials.
12. Receiver’s Obligations. Receiver shall seek to facilitate the following, where applicable, in such timeframes as necessary to support the time sensitive nature of the Auction Process: (i) prepare, execute and provide all documents required by this Agreement; (ii) authorize access to the Premises; (iii) obtain authorization to sell any Assets in which a third party has recorded or asserted a lien or encumbrance, if applicable; (iv) deliver the Assets in the same condition as was originally viewed and inspected by GDAA and consistent with any representations made by Receiver regarding such Assets; (v) deliver the vehicle keys and executed vehicle title documentation, where available; (vi) purge any Assets of any fluids, gasses, Hazardous Materials, and/or other substances; and (vii) remove all Sensitive Information.
13. Term of Agreement. The rights and obligations of the Parties under this Agreement shall terminate upon the completion of the Auction Sale, the removal of the sold Assets following the Auction Sale and/or the abandonment of such sold Assets by Buyers, and satisfaction of the Parties’ respective payment obligations to one another as set forth herein, or as terminated in accordance with the terms hereof (“**Termination Date**”).
14. Asset Cancellation. In the event an Asset is removed from the Auction Process by the Receiver, GDAA shall have been deemed to have fulfilled its responsibilities of this Agreement and shall, therefore, be entitled to an amount equal to 50% of the Compensation to which it otherwise would have been entitled if the sale of the Asset had a sale been

completed. This provision is intended to address events that might occur outside the control of the Receiver, not to permit the Receiver to remove Assets at its discretion.

15. Representations and Warranties of GDAA. GDAA hereby represents, warrants and covenants in favour of Receiver as follows:

- a. GDAA has completed to its satisfaction any due diligence and investigation in relation to the Assets;
- b. GDAA has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and to consummate the transactions contemplated hereby;
- c. This Agreement is a valid binding obligation of GDAA, enforceable in accordance with its terms; and
- d. To the best of GDAA's knowledge, no action or proceeding has been instituted or threatened affecting the consummation of this Agreement or the transactions contemplated herein.

16. Representations and Warranties of Receiver. Receiver hereby represents, warrants and covenants in favor of GDAA as follows:

- a. Receiver has been appointed under the terms of a Receivership Order granted by the Court and such appointment is valid and subsists;
- b. Receiver in its capacity as Receiver of the Companies and not in its personal capacity, has good right, power and authority to enter into this Agreement and the documents and Agreements executed and delivered here under and to sell, assign, transfer, convey and set over the interest of the Debtors in and to the Assets subject to the appropriate Order of the Court.

The Receiver makes no representations, warranties or collateral agreements, either express or implied, in respect of the Assets, including with respect to the condition or fitness of any Asset for any purpose or as to the title, ownership or merchantability of any Asset.

17. Sale of Goods Act. The implied conditions and warranties contained in the *Sale of Goods Act*, R.S.A., c. S-2, as amended, or any similar statute or law in any other province or territory, are expressly excluded and shall not apply to any sale effected by this Agreement.

18. Limitation of Liability. Notwithstanding any of the terms of this Agreement to the contrary, GDAA's maximum liability for (i) any breach of GDAA's covenants, agreements and/or indemnifications set forth herein, and (ii) any and all damages of any type or nature whatsoever, whether in contract, tort or otherwise, that may be sustained by the Receiver or any other person or entity that arises from or is otherwise related to this Agreement or

the Sale and which is in excess of any applicable insurance coverage shall be limited to the aggregate amounts actually received by GDAA as compensation under this Agreement. Nothing in this Section or this Agreement shall act as a limitation of liability of the GDAA in the event of gross negligence or willful misconduct on the part of the GDAA.

19. Force Majeure. Notwithstanding any of the terms of this Agreement to the contrary, GDAA shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement and the Removal Date shall be extended accordingly, if GDAA is unable to fulfill its obligations hereunder due to or because of any: (a) strike or lockout; (b) civil commotion, war-like operation, invasion, rebellion, terrorist act, hostilities, military or usurped power, sabotage, or acts of governmental; (c) flu, epidemic, serious illness or plagues, disease, emergency or outbreak; (d) widespread power failure or internet disruption; or (e) hurricane, tornado, flood, mudslide, fire, act of God, or any other cause that is beyond the control of GDAA (each, a “**Force Majeure Event**”). Further, although the Parties had full knowledge of the existing conditions throughout country, including laws or regulations concerning the outbreak of the COVID-19 virus on the Effective Date, because such national and worldwide laws and responses are continuously developing in unpredictable ways, such knowledge shall in no way limit GDAA’s contractual right to rely upon this section if performance of its obligations under this Agreement is or becomes impossible or impracticable as a result of any currently known and/or unforeseen circumstances related to the COVID-19 virus pandemic. Therefore, GDAA shall be entitled to rely upon the relief set forth in this Section in the event that it determines that it is unable to perform, or must delay the performance of, any of its obligations under this Agreement due to, or as a direct or indirect consequence of, any occurrences relating to, or arising from, the COVID-19 virus pandemic, which may include, but are not limited to: (a) restrictions or regulations imposed by governmental entities or similar regulatory or authoritative agencies on any aspect of private or public life, including, without limitation, travel and business operations, which impact GDAA’s ability to perform its obligations hereunder; (b) cessation of services by any providers on whose services GDAA relies in order to perform its obligations under this Agreement (e.g., internet services, transportation services, etc.); and/or (c) self-imposed corporate policies implemented in response to such laws or public health policy recommendations issued for the purpose of safeguarding and protecting the health and/or safety of the general public and/or GDAA’s personnel, employees contractors, agents, or similar persons, whose services GDAA requires to perform its obligations under this Agreement; any such occurrence shall be considered a “Force Majeure Event” for purposes of this Section.
19. Termination. The following shall constitute “**Termination Events**” hereunder:
 - a. Receiver’s or GDAA’s failure to perform any of their respective material obligations hereunder, which failure remains uncured for seven (7) business days after receipt of written notice thereof to the defaulting Party;

- b. Any representation or warranty made by Receiver or GDAA is untrue in any material respect as of the date made or at any time and throughout the term of this Agreement;
- c. The sale and collection transactions contemplated under various sections of this Agreement are terminated or materially interrupted or impaired for any reason other than an event of default by Receiver or GDAA, including due to a Force Majeure Event;

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) days written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Receiver shall be obligated to pay GDAA all undisputed amounts due under this Agreement through and including the termination date. Notwithstanding anything else in this Agreement, either Party may terminate this Agreement without cause and for any reason upon giving 30 days' written notice to the other Party, following which time neither Party shall have any ongoing obligations to the other hereunder.

- 20. Technology Disclaimer. GDAA does not warrant that the functions, features or content contained in GDAA's website (including any third party software, products or other materials used in connection with its website) or any third party website used by GDAA, will be timely, secure, uninterrupted or error-free, or that defects will be corrected, although the GDAA will take commercially reasonable steps to attempt to correct such errors or defects.
- 21. Notices. Any notice or other communication under this Agreement shall be in writing and may be delivered personally, sent by facsimile or by prepaid registered or certified mail, or by email, addressed as follows:

If to Receiver:

Alvarez & Marsal Canada Inc.
Suite 1110, 250 – 6th Avenue SW Calgary, Alberta T2P 3H7
Attention: Bryan Krol
Telephone: 403-538-7523
Email: brkol@alvarezandmarsal.com

If to GDAA:

GD Auctions & Appraisals, Inc.
14510-124 Avenue, Edmonton, Alberta T5L 3B3

Attention: James Carlson
Telephone: 403-862-9911
Email: jcarlson@gdauctions.com

22. Partial Invalidity. In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.
23. Final Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Receiver and GDAA.
24. Assignment. Neither Receiver nor GDAA shall assign this Agreement without the express written consent of the other. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. However, nothing in this Agreement shall prohibit GDAA from retaining subcontractors or collaborating with other companies as joint venture partners to facilitate the Sale Process, if GDAA deems such action to be in the best interest of the Parties.
25. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Electronic delivery of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.
26. Deposit. The deposit paid by GDAA to the Receiver in the amount of [REDACTED] will be non-refundable upon the execution of this Agreement by GDAA and the Receiver unless the transaction contemplated by this Agreement does not close as a result of an act or omission of the Receiver or the non-satisfaction of any condition precedent, including obtaining Court Approval.
27. No Partnership. Nothing contained hereof shall be deemed to create any relationship between GDAA and Receiver or Company other than an agency relationship. It is stipulated that the parties are not partners or joint venturers.
28. Jurisdiction. This Agreement shall be interpreted under and in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and the Parties do hereby attorn to the jurisdiction of the Courts of the Province of Alberta in the event of any dispute under this Agreement.

GD Auctions and Appraisals, Inc.

**Alvarez & Marsal Canada Inc. in its capacity
as Receiver of AMC&F Properties Ltd. and
Lyncorp Manufacturing Ltd. and not in its
personal or corporate capacity.**



Per: _____
James Carlson

Per: _____

Schedule “A”
Terms of Auction Sale

1. GDAA offers its services to operate a Timed Online Auction in June 2024, or other mutually agreed upon date.
2. The Assets are free and clear of all liens and encumbrances. GDAA shall be indemnified and held harmless by AMC&F against any claim or action arising as a result of dealing with said Assets that were represented as being free and clear.
3. GDAA will be permitted the use of “Lyncorp Manufacturing Ltd.” and “Alvarez and Marsal Canada Inc.” in advertising a Receivership auction.
4. GDAA will setup, inventory, clean as needed, catalogue, and photo the assets for auction to post to the Timed Online Auction. GDAA will have a one day viewing period, for prospective bidders to inspect and view all items. The Timed Online Auction will be scheduled to close in June 2024, or other mutually agreed upon date.
5. GDAA will have free use of the premises which shall include rent, occupancy costs, property taxes, utilities, business tax, etc. until June 30, 2024, or other mutually agreed upon date.
6. GDAA will advertise an Online Auction Sale through a multi-platform, uniquely developed marketing strategy that will best work for an Online Auction Sale relevant to the assets included. Common strategies deployed by GDAA are social media campaigns, relevant daily, weekly and trade specific publications that include both print and online options. Multi-channel exposure on the world wide web, as well as through pamphleteering to trade related companies, and mail to relevant potential purchasers.
7. GDAA does not assume responsibility for disposal or proper treatment of any hazardous materials as defined by municipal, provincial or federal legislation.
8. Any costs to detail or repair equipment over \$7,500 plus GST shall be approved by AMC&F prior to any work being completed. If applicable, those costs will be deducted from the sale proceeds.
9. AMC&F shall be responsible for clean-up and garbage disposal costs incurred and will be deducted from Auction proceeds, this shall include removal and clean-up of any abandoned lots and assets.
10. GDAA will be responsible for charging, collecting and remitting the GST where it has been notified said tax is applicable.
11. GDAA shall continue to carry a \$2 million Comprehensive General Liability insurance policy covering personal injury and property damage that may occur during the

Auction/Liquidation Sale as described above. AMC&F shall satisfactorily insure the Assets GDAA is liquidating.

12. GDAA will be responsible for collection of monies for all sales and will guarantee payment once collected. All sale proceeds shall be deposited in a trust account.
13. AMC&F will be responsible for all merchant charges and Bidspotter internet charges associated with the auction sale.
14. GDAA reserves the right to charge a 15% Buyer's Premium. Any Buyer's Premium collected will be to the sole account of GDAA and will not constitute sales for the purpose of calculating any splits outlined below.
15. GDAA will have the option of adding other assets to enhance the sale.
16. Within 21 days of the sale, GDAA shall provide a full report of all sales of the Assets together with sale proceeds in the form of a cheque.
17. GDAA reserves the right to amend these Proposals in the event that between the date of this letter and the date or proposed date of the auction or sale there occurs an event of ***force majeure*** which shall include, but not be limited to, flu, epidemic, serious illness or plagues, disease, emergency or outbreak acts of God, riots, civil disturbances, strikes, lock-outs, acts of war, terrorism, insurrection and the like.

Schedule “B”
Assets

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ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
	15. Miller "Trailblazer 302" welder/generator
	16. Lot of (2) pipe racks and (4) catch trays
	17. Lot of mobile tables, ladder, etc.
	18. Lot of (3) picnic tables
	19. Lot of steel rack and contents






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<div>20. </div>	Lot of steel worm trays, crops, etc.
<div>21. </div>	Lot of assorted sawhorses
<div>22. </div>	Lot of jigs and assorted I-beam crops
<div>23. </div>	40' sea container
<div>24. </div>	Lot of sawhorses, racking, etc.






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
25. 	Lot of rack w/contents and assorted pipe
26. 	Set of tank rolls
27. 	Remaining balance of sea can contents
28. 	Lot of assorted steel
29. 	Lot of assorted steel

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
30. 	Lot of (4) racks and contents
31. 	Lot of rack and contents
32. 	Lot of (3) racks and contents
33. 	Lot of (2) racks w/contents and assorted pipe
34. 	Lot of tank cage and cylinder cage







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<p>35.</p> 	<p>Self-tipping dumpster bin</p>
<p>36.</p> 	<p>Lot of (2) racks and contents</p>
<p>37.</p> 	<p>Lot of (2) racks and contents</p>
<p>38.</p> 	<p>Lot of (2) racks and contents</p>
<p>39.</p> 	<p>Lot of rack and contents</p>






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<p>40.</p> 	<p>Lot of (2) sections pallet racking and contents</p>
<p>41.</p>  	<p>Lot of (2) racks w/ contents and assorted steel</p>
<p>42.</p> 	<p>Lot of (2) racks and contents</p>
<p>43.</p> 	<p>Lot of rack and contents</p>
<p>44.</p> 	<p>Mobile shop table</p>







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
	45. Lot of (1) section pallet racking and contents
	46. Lot of (2) tires
	47. John Deere "1028E" snow blower
	48. Lot of assorted oxy/acetylene carts
	49. Custom built hyrdaulic press






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
50. 	Lot of (2) mobile tables, sawhorses and vice w/stand
51. 	Self-tipping dumpster bin
52. 	Self-tipping dumpster bin
53. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
54. 	Oxy/acetylene cart
55. 	Miller "Goldstar 302" CC.DC welding power source






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<div>56. </div>	Lot of shop table and plant pickup
<div>57. </div>	Refrigerator
<div>58. </div>	Lot of (2) mobile racks and contents
<div>59. </div>	Tandem axle flatdeck trailer NVSN.
<div>60. </div>	Lot of pallet jack, racking, etc.

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
61. 	Miller "CST 280" tig welder
62. 	Miller "Goldstar 302" CC.DC welding power source
63. 	Vertical panel saw
64. 	Lot of assorted welding curtains throughout
65. 	Lot of oxy/acetylene cart, chain come-alongs, plate clamps, etc.



ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
66. 	Lot of pipe stands
67. 	Shop bench
68. 	Featherlite single axle 2-place snowmobile trailer
69. 	Lot of job box and contents
70. 	Miller "Trailblazer 302 EFI" welder/generator
71. 	(2) Shop tables

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
	72. Lot of assorted nuts, bolts, etc.
	73. Lot of (4) bolt bins w/contents and (5) bolt cabinets w/contents
	74. Miller "XMT 350 CC/CV" welding power source Miller "70 Series" wire feeder. Cart.
	75. Profax "WP250" welding positioner
	76. Esab "Heliarc 252" AC/DC tig welder
	77. Oxy/acetylene cart







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
78. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
79. 	Profax "WP250" welding positioner
80. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
81. 	(2) Shop tables
82. 	Hypertherm "PowerMax 1250 G3 Series" plasma cutter

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
83. 	Lot of ladders, racking, mag drill, Victor radiograph, etc.
84. 	Shop table w/vice
85. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
86. 	Lot of body repair kit, rod oven and stripe cart
87. 	Lot of assorted welding cables, power cords, etc.
88. 	Lot of (14) sawhorses





ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
89. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
90.  	Lot of assorted ladders, rack, assorted clamps, etc.
91.  	(4) Miller "XMT 450" CC/CV welding power supplies (4) Miller "S74" 16' boom jibs w/ drives. (4) Miller 6' pipe posts. (4) Miller "70 Series wire feeds.
92. 	Lot of (2) wire parts baskets and contents


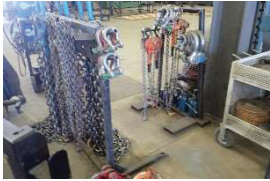



ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
93. 	(6) Sawhorses
94. 	Lot of pallet jack and lego blocks
95. 	Lot of metal storage cabinet and broom rack
96. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
97. 	Lot of (1) section pallet racking and plant pickup

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
98. 	<p>Miller "CP-302" CC/DC welding power source</p> <p>Miller "R-115" wire feeder. Cart.</p>
99. 	<p>Lot of assorted lifting chains, lifting slings, clevises, hydraulic jacks, etc.</p>
100. 	<p>Miller "XMT 350 CC/CV" welding power source</p> <p>Miller "22A" wire feeder. Cart.</p>
101. 	<p>Miller "XMT 350 CC/CV" welding power source</p> <p>Miller "22A" wire feeder. Cart.</p>
102. 	<p>Advance "SC800" floor scrubber</p>

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
103. 	Lot of assorted aluminum and stainless steel sheets
104. 	Lot of (2) ladders, electrical panels, fan, etc.
105. 	Lot of wire parts basket and contents
106. 	Lot of (2) sections racking and contents
107. 	Lot of shop table, rod oven, and assorted rod

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
108. 	4-door locker
109. 	Lot of rack and contents, pedestal grinder, etc.
110. 	Self-tipping dumpster bin
111. 	Lot of steel plate sheets
112. 	Lot of (1) section racking and contents


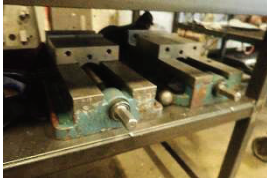



ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
113. 	(2) Ladders
114. 	Lot of (6) parts drawers and contents
115. 	Lot of storage cabinet and contents
116. 	Self-tipping dumpster bin
117.  	2006 Modern "VM1300" CNC vertical machining center SN 62332092.






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
118. 	Lot of cart with tooling
119. 	(2) Machinists vices
120. 	Lot of Gray tool box and contents
121. 	Lot of (2) sections racking and contents
122. 	Pallet jack




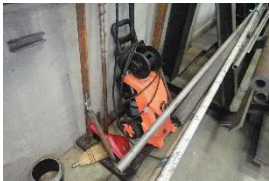

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<div>123. </div>	Hyd-Mech "S-20 Series III" horizontal metal bandsaw
<div>124. </div>	Lot of rack and contents
<div>125. </div>	Shop bench w/vice
<div>126. </div>	STM 150cm/60" vernier caliper
<div>127. </div>	Lot of cabinet w/ assorted inserts





ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
128. 	Lot of Lista cabinet w/ assorted drill bits, taps, dies, reamers, spade drills, etc.
129. 	Lot of storage cabinet and assorted measurement tools
130. 	Parts washer
131. 	Pressure washer
132. 	Pedestal grinder







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
133. 	Shop bench w/ vice
134. 	Lot of storage cabinet and contents
135. 	Strands "S25" drill press Vice.
136. 	2007 Modern "Challenger 76-HTC" CNC vertical machining center SN 071511027.







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<p>137.</p>  	<p>2012 Modern "Challenger MM-430" CNC vertical machining center</p> <p>SN 122121882.</p>
<p>138.</p> 	<p>Lot of shop bench and contents</p>
<p>139.</p> 	<p>Modern "857 II" CNC vertical milling machine</p>
<p>140.</p> 	<p>Lot of pallet jack, shop vacuum, and cart</p>
<p>141.</p> 	<p>1996 TOS "W-100A" horizontal boring machine</p>

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
142. 	Lot of (1) section racking w/ assorted tooling, boring heads, 50 taper tools, etc.
143.  	Modern "560x2000" manual lathe (4) 3-jaw chucks. Follow rest. Steady rest. Shop bench w/ contents.
144. 	(2) Sections pallet racking
145. 	2-ton engine hoist
146. 	Lot of (3) racks w/ contents, shop bench and sawhorses




ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
147. 	Lot of (3) sections racking and contents
148. 	Lot of (2) mobile tables, rack, pipe stands, sawhorses, etc.
149. 	Powerfist bender
150. 	50-ton hydraulic shop press Cage.
151. 	2004 Baleigh "PK-30 F" pipe bender







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
152. 	Shop table
153. 	Lot of storage cabinet w/ contents, pipe stands, etc.
154. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
155. 	Lot of aluminum plan table and grinder
156. 	Hyd-Mech "S-20" horizontal metal bandsaw Infeed.
157. 	Hyd-Mech "S-20A" horizontal metal bandsaw Bundler. Infeed.

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
158. 	Lot of (2) self-tipping dumpster bins, wire parts basket, carts, etc.
159. 	Lot of rack and contents
160. 	Banding cart Tooling.
161. 	Lot of (3) shop tables w/ vices
162. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
163. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.



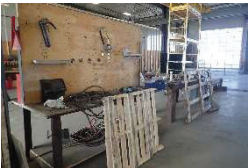



ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
164. 	<p>Miller "XMT 350 CC/CV" welding power source</p> <p>Miller "22A" wire feeder. Cart.</p>
165. 	<p>Miller "XMT 350 CC/CV" welding power source</p> <p>Miller "22A" wire feeder. Cart.</p>
166. 	<p>Lot of shop table and locker</p>
167. 	<p>Doosan "G25P-3" LPG 4,500lbs capacity forklift</p> <p>3-stage mast. Side shift.</p> <p>Showing 6,975hrs.</p> <p>SN KQ 01808.</p>
168. 	<p>Miller "Dynasty 280" tig welder</p> <p>Miller "Coolmate 1.3" cooler.</p>

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
169. 	Miller "XMT 350 CC/CV" welding power source Miller "22A" wire feeder. Cart.
170. 	Lot of Miller "Coolmate 1.3" cooler and Miller "70 Series" wire feeder
171. 	Lot of shop bench, shop table and sawhorses
172. 	Bakers mobile scaffolding
173. 	Lot of assorted ladders
174. 	(2) Sections racking







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
175. 	Lincoln Electric "Invertec V275-S" stick welder Cart.
176. 	Lot of assorted power tools, etc.
177.  	2012 Ford "F-150" XLT super cab 4x4 pickup truck Gas engine. Automatic transmission. Showing 401,738kms. VIN 1FTFX1EF3CFB18408.
178. 	Lot of tool box and contents
179. 	Lot of approximately (200) NEW ST175/80R13 tires on rims



ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
180. 	Lot of rack and contents
181. 	Lot of WIP ocean going vessel and trailer
182. 	Self-tipping dumpster bin
183. 	Contents of room
184. 	Leaf blower
185. 	Lot of (2) storage cabinets, (2) sections racking and contents

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
<div>186.</div> 	Lot of bolt bins and contents
<div>187.</div> 	Lot of storage unit, storage cabinet and contents
<div>188.</div> 	Lot of assorted hole hawg bits
<div>189.</div> 	Lot of Husky tool cabinet and contents
<div>190.</div> 	Lot of Simplex "G-Series G1101F" hydraulic power pump and hole punch







ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
	191. Lot of cabinet and contents
	192. (6) Sections Snap-On racking
 	193. Lot of Hilman rollers, power saws, jacks, power tools, etc.
	194. Lot of rack w/contents, pedestal grinders, etc.
	195. Miller "Maxstar 150 STL" tig welder






ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
196. 	Lot of sawhorses, C-clamps and pipe stands
197. 	Shop table
198. 	(3) Sections Snap-On racking
199. 	Work table
200. 	Lot of drift boat and trailer
201. 	Lot of drift boat and trailer

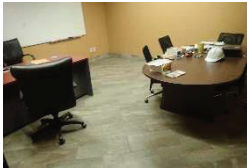

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
202. 	Lot of pallet jack and 2-tier warehouse cart
203. 	Boot Boy footwear cleaner
204. 	Contents of offices on 2nd level including desks, monitors, computers, task chairs, etc.
205. 	Contents of breakroom including tables, chairs, sofa, refrigerator, etc.
206. 	(9) Rubbermaid picnic tables


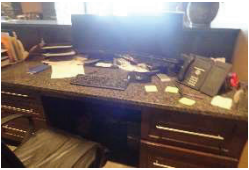



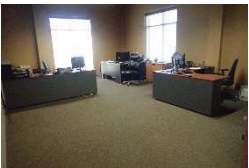
ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
207. 	Contents of lunchroom including refrigerator, (9) microwaves, television, etc.
208. 	Contents of server room
209. 	Contents of office including desk, task chairs, computer, monitor, table, etc.
210. 	Contents of lunchroom on main floor including tables, chairs, refrigerator, etc.
211. 	Contents of boardroom including boardroom table, task chairs, etc.
212. 	Contents of offices including desks, task chairs, computers, file cabinets, etc.

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
213. 	Contents of reception area including desk, task chair, sofa set, occasional chairs, coffee table, end tables, etc.
214. 	Lot of desktop computer and (2) monitors
215. 	Contents of office including table, chairs, computer, monitors, desk, task chair, etc.
216. 	Contents of office including desks, bookcases, task chairs, etc.
217. 	Toshiba "Studio 2505AC" photocopier
218. 	Contents of office including desks, task chairs, computers, monitors, etc.

ASSET LISTING

Lyncorp Manufacturing Ltd.

Image	Description
219. 	HP "Designjet T520" plotter
220. 	Contents of office including desk, computer, task chair, etc.

APPENDIX E

AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.
Summary of Receiver's Fees and Disbursements
February 26, 2024 to April 30, 2024

Invoices subject to Court Approval

Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
Invoice #1	February 26, 2024 - February 29, 2024	24,548.00	24.00	24,572.00	1,228.60	25,800.60
Invoice #2	March 1, 2024 - March 31, 2024	88,539.00	2,828.89	91,367.89	4,568.39	95,936.28
Invoice #3	April 1, 2024 - April 30, 2024	46,074.67	708.67	46,783.34	2,339.16	49,122.50
Total		159,161.67	3,561.56	162,723.23	8,136.15	170,859.38

AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.
Summary of Receiver's Counsel's Fees and Disbursements
February 20, 2024 to April 30, 2024

Invoices subject to Court Approval

Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
12873260	February 20, 2024 - February 29, 2024	3,893.50	-	3,893.50	194.68	4,088.18
12882700	March 1, 2024 - March 31, 2024	3,010.00	1.65	3,011.65	150.68	3,162.33
12893264	April 1, 2024 - April 30, 2024	10,965.00	3.62	10,968.62	548.43	11,517.05
Total		17,868.50	5.27	17,873.77	893.79	18,767.56