

COURT FILE NUMBER 2401-02438

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

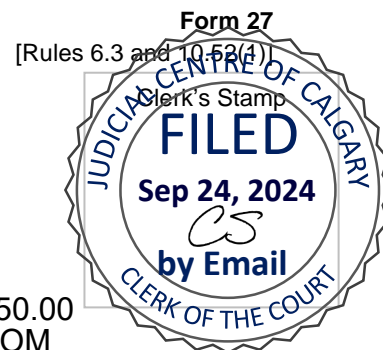
APPLICANT BANK OF MONTREAL

RESPONDENTS AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.

DOCUMENT **APPLICATION BY ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF AMC&F PROPERTIES LTD. AND LYNCORP MANUFACTURING LTD.**

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

Solicitors: Randal Van de Mosselaer / Julie Treleaven
 Telephone: (403) 260-7000 / 7048
 Email: RVandemosselaer@osler.com / JTreleaven@osler.com
 File Number: 1253712



\$50.00
 COM
 Oct 2 2024

NOTICE TO THE RESPONDENT

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

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

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

Date: October 2, 2024
 Time: 11:00 a.m.
 Where: Calgary Law Courts (by WebEx - See **Schedule "A"**)
 Before: The Honourable Justice Johnston

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

Remedy claimed or sought:

1. Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of AMC&F Properties Ltd. (“**AMC&F**”) and Lyncorp Manufacturing Ltd. (“**Lyncorp**”, and together with AMC&F, the “**Debtors**”), seeks the following:
 - (a) an Order (the “**Sale Approval and Vesting Order**”) substantially in the form attached hereto as **Schedule “B”**:
 - (i) declaring that the within Application is properly returnable and that service of this Application on the service list established in these proceedings is deemed good and sufficient;
 - (ii) approving the sale transaction contemplated by an Asset Purchase Agreement dated September 4, 2024 (the “**Sale Agreement**”) between the Receiver and Erick Zampini (the “**Purchaser**”); and
 - (iii) vesting in the Purchaser (or its nominee) AMC&F’s right, title and interest in and to the assets described in the Sale Agreement subject only to the Permitted Encumbrances (as that term is defined in the Sale Agreement);
 - (b) an Order (the “**Discharge Order**”) substantially in the form attached hereto as **Schedule “C”**:
 - (i) declaring that the within Application is properly returnable and that service of this Application on the service list established in these proceedings is deemed good and sufficient;
 - (ii) approving the Receiver’s Final Statement of Receipts and Disbursements for the period ended September 23, 2024, as set out in the Second Report of the Receiver, dated September 23, 2024 (the “**Second Report**”), and authorizing and directing the Receiver to make the distributions set out in the Second Report;

- (iii) approving the Receiver's accounts and the accounts of its independent legal counsel, Osler Hoskin & Harcourt LLP (including the Forecast Fees and Costs as defined in the Second Report), inclusive of accrual for the fees and disbursements of the Receiver and those of its legal counsel in connection with the completion of these proceedings, including costs of this Application, all as set out in the Second Report;
 - (iv) approving the actions, conduct and activities of the Receiver as outlined in the Second Report and the previous reports filed by the Receiver in these receivership proceedings;
 - (v) authorizing the Receiver to destroy the books and records of the Debtors that are not claimed by any of the current or former directors of the Debtors within 30 days of the Receiver providing written notice of the Discharge Order;
 - (vi) declaring that the Receiver has duly and properly discharged its duties, responsibilities and obligations as Receiver; and
 - (vii) upon the filing of the Receiver's Certificate attached as Schedule "A" to the Discharge Order (the "**Receiver's Certificate**"), discharging and releasing the Receiver from any and all further obligations as Receiver and any and all liability in respect of the discharge of the Receiver's duties as court-appointed receiver of the assets, undertakings and properties of the Debtors, save and except for any liability arising out of fraud or gross negligence or wilful misconduct on the part of the Receiver;
- (c) an Order (the "**Restricted Court Access Order**") substantially in the form attached hereto as **Schedule "D"** sealing confidential appendices "1", "2", "3", and "4" to the Second Report (the "**Confidential Appendices**") on the Court record; and
- (d) such further and other relief as the Applicant may request and this Honourable Court may grant.

Grounds for making this application:

Background

2. On February 26, 2024, the Receiver was appointed receiver and manager of the undertakings, property, and assets of the Debtors pursuant to the Order of the Honourable Justice M.H. Hollins (the “**Receivership Order**”).
3. On May 28, 2024, the Receiver, with the assistance of CDN Global Advisors Ltd. (the “**Sales Agent**”), commenced a sale process pursuant to the Sales Process Order granted by the Honourable Justice R.A. Neufeld on May 28, 2024 in respect of certain lands and buildings municipally described as 402086 – 81 Street East in Aldersyde, Alberta (the “**Property**”).

Sale Approval and Vesting Order

4. On August 30, 2024, the Receiver received an offer to purchase the Property from the Purchaser. The Receiver has since negotiated and entered into the Sale Agreement for the sale of the Property to the Purchaser.
5. The Receiver is of the view that the Property has been adequately marketed, the market has been fully canvassed, and the Sale Transaction is fair and reasonable, and the Receiver respectfully requests that it be approved by this Honourable Court.

Approval of activities, fees & discharge

6. With the exception of the completion of the Sale Agreement and the completion of some minor administrative tasks, the Receiver has completed its duties in the within proceedings and is seeking its discharge from the Court.
7. It is appropriate that the Receiver be discharged as Receiver of the Debtors upon filing of the Receiver’s Certificate.

Restricted Court Access Order

8. The Confidential Appendices to the Second Report contain confidential and commercially sensitive information.
9. An order sealing the Confidential Appendices are appropriate given the commercially sensitive information contained therein and the potential negative impact disclosure of such information may have.
10. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

11. The Receivership Order, filed February 26, 2024;
12. The First Report to the Receiver, filed May 22, 2024;
13. The Second Report to the Receiver, filed September 23, 2024;
14. The Confidential Appendices to the Second Report of the Receiver;
15. The Affidavit of Trevor Bauer affirmed February 15, 2024; and
16. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

17. The *Alberta Rules of Court*, Alta Reg. 124/2010.

Applicable Acts and regulations:

18. *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3.
19. *Judicature Act*, RSA 2000, c J-2.
20. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

21. None.

How the application is proposed to be heard or considered:

22. By WebEx, before the Honourable Justice Johnston at the Calgary Law Courts, 601 5 St. S.W., Calgary, AB at 11:00 a.m. on October 2, 2024 or so soon thereafter as counsel may be heard.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A"

The above booking is Confirmed

File #(s) : 2401 02438

Style of Cause: BANK OF MONTREAL v. AMC&F PROPERTIES LTD.

Date/Duration:

Oct 02, 2024 11:00 AM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: Randal Steven Van de Mosselaer;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Counsel: Please ensure that all relevant parties have received Webex information.

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

Virtual Courtroom Link:

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

Instructions for Connecting to the Meeting

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

Key considerations for those attending:

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

5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

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

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

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

Schedule "B"

Clerk's Stamp

COURT FILE NUMBER 2401-02438

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT BANK OF MONTREAL

RESPONDENTS AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver)

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

Solicitors: Randal Van de Mosselaer / Julie Treleaven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleaven@osler.com
File Number: 1253712

DATE ON WHICH ORDER WAS PRONOUNCED: October 2, 2024

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Johnston

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, properties and undertakings of AMC&F Properties Ltd. (the "**Debtor**") and Lyncorp Manufacturing Ltd. for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement dated September 4, 2024 (the "**Sale Agreement**") between the Receiver and Erick Zampini (the "**Purchaser**"), and appended to the Second Report of the Receiver dated September 23, 2024 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated February 26, 2024, (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the

submissions of counsel for the Receiver, the Purchaser, and counsel to Provida Financial Corporation, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "B"** (collectively, "**Permitted Encumbrances**"));

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances as identified on **Schedule "C"**, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title No. 171 013 717 for those lands and premises municipally described as: 402086 – 81 Street E, Aldersyde, Foothills County, AB, and legally described as:

PLAN 9910968
 BLOCK A
 LOT 3
 EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**Lands**”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);
 - (iii) transfer to the New Certificate of Title the Permitted Encumbrances listed in **Schedule “B”** to this Order; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule “C”** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
 7. Upon delivery of the Receiver’s Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The

Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the

extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any

other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<http://www.alvarezandmarsal.com/lyncorp>

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's Stamp

COURT FILE NUMBER 2401-02438

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT BANK OF MONTREAL

RESPONDENTS AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

OSLER, HOSKIN & HARCOURT LLP
Barristers & Solicitors
Brookfield Place, Suite 2700
225 6 Ave SW
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Julie Treleaven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleaven@osler.com
File Number: 1253712

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.H. Hollins of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 26, 2024, Alvarez & Marsal Canada Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of AMC&F Properties Ltd. (the "**Debtor**") and Lyncorp Manufacturing Ltd.
- B. Pursuant to an Order of the Court dated October 2, 2024, the Court approved the Asset Purchase Agreement dated September 4, 2024 (the "**Sale Agreement**") between the Receiver and Erick Zampini (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the assets described in the Sale

Agreement (the “**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 10 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 10 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the undertakings, property and assets of AMC&F Properties Ltd., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

Schedule “B”

PROPERTY ADDRESS:

402086 –81 Street E
Aldersyde, Foothills County, AB

LEGALLY DESCRIBED AS:

PLAN 9910968
BLOCK A
LOT 3
EXCEPTING THEREOUT ALL MINES AND
MINERALS
AREA: 2 HECTARES (4.94 ACRES) MORE OR LESS

PERMITTED ENCUMBRANCES:

Registration Number	Registration Date	Description
610IV	23/09/1963	Agreement Restrictive Covenant
971 327 404	31/10/1997	Utility Right of Way Grantee: Canadian Western Natural Gas Company Limited
991 084 529	29/03/1999	Caveat Re: Development Agreement pursuant to Municipal Government Act Caveator- The Municipal District of Foothills No. 31

Schedule "C"

ENCUMBRANCES:

Registration Number	Registration Date	Description
121 131 767	31/05/2012	Caveat Re: Agreement Charging Land Caveator – FortisAlberta Inc.
171 013 718	17/01/2017	Mortgage Mortgagee: Bank of Montreal
171 013 719	17/01/2017	Caveat Re: Assignment of Rents and Leases Caveator – Bank of Montreal
171 026 413	30/01/2017	Postponement Of: Caveat 121 131 767 To: Mortgage 171 013 718, Caveat 171 013 719
191 209 296	15/10/2019	Mortgage Mortgagee: Provida Financial Corporation
221 099 064	12/05/2022	Amending Agreement Affects Instrument: 191 209 296

Schedule “C”

COURT FILE NUMBER 2401-02438

COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT BANK OF MONTREAL

RESPONDENTS AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.

DOCUMENT **ORDER**
(Approval of Accounts and Discharge of Receiver)

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

Solicitors: Randal Van de Mosselaer / Julie Treleaven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleaven@osler.com
File Number: 1253712

Clerk's Stamp

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, properties and undertakings of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd. (collectively, the “**Debtors**”) for an order approving the Receiver’s accounts and the accounts of its legal counsel, approving the Receiver’s activities and discharging the Receiver; **AND UPON** having read the Receivership Order dated February 26, 2024 (the “**Receivership Order**”) and the Second Report of the Receiver dated September 23, 2024 (the “**Second Report**”); **AND UPON** hearing from counsel for the Receiver and counsel for any other interested party appearing at the hearing of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF RECEIPTS, DISBURSEMENTS AND ACCOUNTS

2. The Receiver's accounts and the accounts of its independent counsel, Osler Hoskin & Harcourt LLP (including the Forecast Fees and Costs), are hereby ratified and approved, as set out in the Receiver's Second Report.
3. The Receiver's Final Statement of Receipts and Disbursements set out in the Second Report is approved and the Receiver is hereby directed and authorized to make the final distributions set out in the Second Report.

DISCHARGE OF THE RECEIVER

4. As of the date of the Second Report and based on the evidence before this Honourable Court:
 - (a) Following the closing of the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement dated September 4, 2024 between the Receiver and Erick Zampini, and subject to the completion of minor administrative matters, the Receiver will have completed the administration of these estates;
 - (b) The Receiver has acted honestly and in good faith, and has dealt with the Property (as that term is defined in the Receivership Order) in a commercially reasonable manner;
 - (c) The actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver of the Property;
 - (d) The Receiver shall not be liable for any act or omission pertaining to the discharge of the Receiver's duties as court-appointed receiver of the Property, save and except for any liability arising out of fraud or gross negligence or wilful misconduct on the part of the Receiver; and

- (e) Any and all claims against the Receiver arising from, relating to or in connection with the performance of the Receiver's duties and obligations as court-appointed receiver of the Property, save and except for claims based on fraud or gross negligence or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.
- 5. No action or proceeding arising from, relating to, or in connection with the performance of the Receiver's duties and obligations in respect of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver and on such terms as this Honourable Court may direct.
- 6. The Receiver is hereby authorized and permitted to deliver to the current or former directors of the Debtors at his/her own expense copies of any corporate record in the possession and control of the Receiver relating to the Debtors. In the event corporate records remain in the possession and control of the Receiver 30 days following the Receiver providing notice of this Order by posting a copy of same on its website, the Receiver is hereby authorized and directed to destroy or dispose of such records in whatever manner the Receiver deems appropriate.
- 7. Upon the filing of the Receiver's Certificate attached hereto as **Schedule "A"** confirming, among other things, that the Receiver has made all distributions set out in the Second Report in accordance with paragraph 3 of this Order, the Receiver shall be absolutely and unconditionally discharged as Receiver of the Property and shall have no further duty, liability or obligation with respect to the Property, provided however, that notwithstanding its discharge, the Receiver shall:
 - (a) remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and
 - (b) shall continue to have the benefit of the provisions of this Order and all Orders granted in these proceedings, including all approvals, protections and stays of proceedings in favor of the Receiver in its capacity as Receiver.

MISCELLANEOUS

8. The Receiver has leave to reapply to this Honourable Court for such further advice and directions as may be necessary.
9. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
10. Service of this Order on any party not attending this application is hereby dispensed with.

Justice of the Court of King's Bench of Alberta

Schedule "A"

COURT FILE NUMBER	2401-02438	<div>Clerk's Stamp</div>
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	BANK OF MONTREAL	
RESPONDENTS	AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	OSLER, HOSKIN & HARCOURT LLP Barristers & Solicitors Brookfield Place, Suite 2700 225 6 Ave SW Calgary, AB T2P 1N2 Solicitors: Randal Van de Mosselaer / Julie Treleaven Telephone: (403) 260-7000 / 7048 Email: RVandemosselaer@osler.com / JTreleaven@osler.com File Number: 1253712	

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.H. Hollins of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 26, 2024, Alvarez & Marsal Canada Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.
- B. Pursuant to a Discharge Order of the Court dated October 2, 2024 (the "**Discharge Order**"), the Court approved the Receiver's discharge, effective upon the filing by the Receiver of a certificate confirming, among other things, that the Receiver has: (i) remitted to Canada Revenue Agency all GST owing in relation to the sale of the Property; and (ii) made all distributions set out in the Second Report in accordance with paragraph 3 of the Discharge Order.

- C. Capitalized terms not otherwise defined herein shall have the meanings given to those terms in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Transaction successfully closed on ●, 2024.
2. All distributions set out in the Second Report have been made by the Receiver in accordance with paragraph 3 of the Discharge Order.
3. The administration of the receivership proceedings as described in the Second Report have been completed.

Dated this _____ day of _____, 2024.

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the undertakings, property and assets of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd., and not in its personal or corporate capacity.

Per:_____

Name:

Title:

Schedule "D"

Clerk's Stamp

COURT FILE NUMBER 2401-02438

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT BANK OF MONTREAL

RESPONDENTS AMC&F PROPERTIES LTD. and LYNCORP MANUFACTURING LTD.

DOCUMENT **RESTRICTED COURT ACCESS ORDER**

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

Solicitors: Randal Van de Mosselaer / Julie Treleaven

Telephone: (403) 260-7000 / 7048

Email: RVandemosselaer@osler.com / JTreleaven@osler.com

File Number: 1253712

DATE ON WHICH ORDER WAS PRONOUNCED: October 2, 2024

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Johnston

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

UPON THE APPLICATION of Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, properties and undertakings of AMC&F Properties Ltd. and Lyncorp Manufacturing Ltd.; **AND UPON** reading the Second Report of the Receiver dated September 23, 2024 (the "**Second Report**"), the confidential appendices 1, 2, 3 and 4 to the Second Report (the "**Confidential Appendices**"), and the Affidavit of Trevor Bauer affirmed February 15, 2024; **AND UPON** reviewing the Receivership Order of the Honourable Justice M.H. Hollins, granted February 26, 2024; **AND UPON** hearing from counsel to the Receiver, counsel to the Bank of Montreal, and from counsel to any other interested parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Subject to further Order of this Honourable Court, the Confidential Appendices shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*, until 30 days after the filing of the Receiver's Certificate indicating the close of the sale of the Purchased Assets (as such term is defined in the Sale Approval and Vesting Order dated October 2, 2024), unless and until an application is made to modify or vary this Order.
2. The Clerk of this Honourable Court shall file the Confidential Appendices in a sealed envelope, and the Confidential Appendices and envelope shall each have attached to them a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED
BY ALVAREZ & MARSAL CANADA INC. WHICH IS SEALED
PURSUANT TO THE RESTRICTED COURT ACCESS ORDER ISSUED
BY THE HONOURABLE JUSTICE JOHNSTON ON OCTOBER 2, 2024.
3. Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying, or varying the terms of this Order, with such application to be brought on notice to the Receiver.

Justice of the Alberta Court of King's Bench