

## DATE ON WHICH ORDER WAS PRONOUNCED: <br> LOCATION WHERE ORDER WUAS PRONOUNCED: <br> NAME OF JUSTICE WHO MADE THIS ORDER: <br> February 10, 2016 <br> Edmonton, Alberta <br> Honourable Madam Justice Ross

## ORDER

UPON the ex parte application of Northpoint Commercial Finance Canada Inc. ("Northpoint") in respect of Sunridge RV Inc. (the "Debtor"); AND UPON having read the Originating Application, the Affidavit of Paul Smith, filed; AND UPON reading the consent of Deloitte \& Touche Inc. to act as Interim Receiver (the "Interim Receiver") of the Debtor, filed; AND UPON hearing counsel for Northpoint; AND UPON noting that it is necessary to appoint an Interim Recelver to protect the interests of Northpoint; IT IS HEREBY ORDERED AND DECLARED THAT:

NOTICE

1. Notice of this application on the Debtor is hereby waived.

## APPOINTMENT

2. Pursuant to section 47 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 ("BIA"), Deloitte \& Touche Inc. is hereby appointed Interim Receiver, without security, of the inventory as particularized in the attached Schedule " $A$ " wherever that inventory is situate (the "Property").

## INTERIM RECEIVER'S POWERS

3. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
(a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property with any proceeds from the sale of the Property which may remain after satisfying the indebtedness to Northpoint to be paid to the Debtor on a unit by unit basis;
(b) to instruct all employees, directors, or officers of the Debtor to turn over keys or security codes to all of the Property where necessary, including keys required for the security or use of the Property;
(c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, entering upon any lands owned by the Debtor or upon which the Debtor has stored the Property, the changing of locks and security codes, the relocating of Property to safeguard it, the maintaining of the Property where it is currently located to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
(e) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
(f) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
(g) to take any steps reasonably incidental to the exercise of these powers;
and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.
4. While the Interim Receivership is in effect, the Interim Receiver shall not remove the Property from the Debtor's premises except in the event of the sale of a unit of the Property with the consent of the Interim Receiver pursuant to paragraph 5(d) of this Order, or by further order of the Court. If some or all of the Property is found to be located elsewhere than premises owned by the Debtor it shall be moved to the Debtor's premises.

## DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

5. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith:
(a) advise the Interim Receiver of the existence of any Property in such Person's possession or control;
(b) grant immediate and continued access to the Property to the Interim Receiver;
(c) deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request; and
(d) advise the Interim Receiver of any proposed sale of any unit comprising the Property, and shall not proceed with any sale of any unit comprising the Property except with the approval of the Interim Receiver.
6. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of
retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

## NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

## NO PROCEEDINGS AGAINST THE PROPERTY

9. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim against the Property that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

## NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Interim Receiver or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Interim Receiver to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim Receiver from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

## NO INTERFERENCE WITH THE INTERIM RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Interim Receiver or leave of this Court.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

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

Nothing in this Order shall derogate from the protection afforded to the Interim Receiver by Section 14.06 of the BIA or any other applicable legislation.

## INTERIM RECEIVER'S ACCOUNTS

13. Any expenditure or liability which shall properly be made or incurred by the Interim Receiver, including the fees of the Interim Receiver and the fees and disbursements of
its legal counsel, incurred at the standard rates and charges of the Interim Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Interim Receiver's Charge").
14. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
15. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## GENERAL

16. In exercising its powers under this Order, the Interim Receiver shall do so in a manner that ensures as minimal interference with the Debtor's Records, business, and operation of its business as is possible.
17. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
18. Nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.
19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
20. The Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
21. This Interim Receivership shall be terminated upon the appointment of a receiver or trustee in bankruptcy, or at the expiry of a term of thirty days from the date of this Order, whichever occurs first, and may only be extended by further order of the Court.
22. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
23. Any interested party may apply to this Court to vary or amend this Order on not less than 2 days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
24. Service of the default letter and s. 244 Notice shall be made contemporaneous with the service of this Order.
25. Notice of the Application to appoint an interim receiver on the Debtor is hereby waived.
26. This Order shall be filed in Calgary in this Action notwithstanding that the Application to appoint the Interim Receiver was heard in the judicial district of Edmonton.


| Supplier | Invoice Number | Invoice Date | Model Number | Serial VIN | Current Balance | Financed Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0021598-IN | 10/28/14 | A171RD | 5ZWTAAE16F1001725 | \$13,771.07 | \$17,431.73 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0021607-IN | 10/29/14 | ET28RLSS | 5ZWTMME2XF1009251 | \$27,904.51 | \$35,322.19 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0021608-IN | 10/29/14 | ET26RBSS | 5ZWTTLE2XF1009261 | \$26,190.48 | \$33,152.52 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0021605-IN | 10/29/14 | EL318BHS | 5ZWTETE25F1004804 | \$26,119.27 | \$33,062.35 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0023205-IN | 12/19/14 | A232BH | 5ZWTAGE29F1001780 | \$17,843.67 | \$21,628.72 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0023203-IN | 12/19/14 | A232BH | 5ZWTAGE22F1001782 | \$17,843.67 | \$21,628.72 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0023200-IN | 12/19/14 | A232BH | 5ZWTAGE22F1001779 | \$17,843.67 | \$21,628.72 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0024849-IN | 2/25/15 | S283BHLTD | 5ZWTSRE23F1005218 | \$23,665.51 | \$26,441.92 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0024846-IN | 2/25/15 | S283BHLTD | 5ZWTSRE23F1005221 | \$23,665.51 | \$26,441.92 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0025931-IN | 3/26/15 | S29DB | 5ZWTSRE26F1005262 | \$28,832.07 | \$31,002.23 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0028074-IN | 5/22/15 | Y285BH | 5ZWTYJS2XG4005611 | \$26,451.15 | \$26,451.15 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0028071-IN | 5/22/15 | Y285BH | 5ZWTYJS26G4005637 | \$26,371.28 | \$26,371.28 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0028718-IN | 6/12/15 | Y275RC | 5ZWTYKS28G4005662 | \$23,101.38 | \$23,101.38 |
| Evergreen Recreational Vehicles, LLC (CA/CAD) (15734) | 0028717-IN | 6/12/15 | Y275RC | 5ZWTYKS2XG4005663 | \$23,101.38 | \$23,101.38 |
| Forest River, Inc. (CA/CAD) (14965) | INV2372895 | 6/17/15 | SHT27BH | 5ZT2SHSB2GE006314 | \$18,303.27 | \$18,303.27 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375114 | 6/19/15 | 263RBDSK | 4X4TPAB22GN020299 | \$32,104.54 | \$32,104.54 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375113 | 6/19/15 | 247RKES | 4X4TPAA27GN020283 | \$31,456.37 | \$31,456.37 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375112 | 6/19/15 | 267BHSK | 4X4TPAC26GN020238 | \$26,869.83 | \$26,869.83 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375119 | 6/19/15 | 226RBK | 4X4TPAY28GN020203 | \$24,648.79 | \$24,648.79 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375111 | 6/19/15 | 267BHSK | 4X4TPAC22GN020236 | \$26,869.83 | \$26,869.83 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375110 | 6/19/15 | 307QBDSK | 4X4TPAG2XGN020219 | \$31,727.99 | \$31,727.99 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375120 | 6/19/15 | 307QBDSK | 4X4TPAG28GN020218 | \$31,697.12 | \$31,697.12 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375109 | 6/19/15 | 226RBK | 4X4TPAY2XGN020204 | \$24,648.79 | \$24,648.79 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375108 | 6/19/15 | 251RBSS | 4X4TPAA2XGN020049 | \$27,710.60 | \$27,710.60 |
| Forest River, Inc. (CA/CAD) (14965) | INV2372892 | 6/26/15 | SST25RS | 5ZT2SSPB9GE006428 | \$14,855.41 | \$14,855.41 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375421 | 6/26/15 | SST25RS | 52T2SSPB5GE006426 | \$14,855.41 | \$14,855.41 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375425 | 6/26/15 | SST25RS | 5ZT2SSPB3GE006425 | \$14,855.41 | \$14,855.41 |
| Forest River, Inc. (CA/CAD) (14965) | INV2375118 | 6/29/15 | 317BHSK | 4X4TPAH27GN020130 | \$32,670.40 | \$32,670.40 |
| Forest River, Inc. (CA/CAD) (14965) | INV2372893 | 6/29/15 | SST25RS | 5ZT2SSPBOGE006429 | \$14,947.69 | \$14,947.69 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378510 | 7/13/15 | SST18BH | 5ZT2SSGC2GE006487 | \$11,320.06 | \$11,320.06 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378493 | 7/13/15 | SST18BH | 5ZT2SSGC2GE006490 | \$11,320.06 | \$11,320.06 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378494 | 7/13/15 | SST18BH | 5ZT2SSGC4GE006491 | \$11,320.06 | \$11,320.06 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378495 | 7/13/15 | SST18BH | 5ZT2SSGC6GE006492 | \$11,320.06 | \$11,320.06 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378491 | 7/14/15 | SST18BH | 5ZT2SSGC4GE006488 | \$11,320.06 | \$11,320.06 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378496 | 7/16/15 | SST18BH | 5ZT2SSGC8GE006493 | \$11,523.15 | \$11,523.15 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378497 | 7/16/15 | SST18FQ | 5ZT2SSGC8GE006512 | \$11,405.70 | \$11,405.70 |
| Forest River, Inc. (CA/CAD) (14965) | INV2378498 | 7/16/15 | SST18FQ | 5ZT2SSGCXGE006513 | \$11,405.70 | \$11,405.70 |
| Forest River, Inc. (CA/CAD) (14965) | INV2386315 | 7/24/15 | SHT27BH | 5ZT2SHSB3GE006581 | \$19,344.63 | \$19,344.63 |
| Forest River, Inc. (CA/CAD) (14965) | INV2386316 | 7/27/15 | SHT27BH | 5ZT2SHSB5GE006582 | \$19,359.38 | \$19,359.38 |
| Forest River, Inc. (CA/CAD) (14965) | INV2386318 | 7/30/15 | SHT27BH | 5ZT2SHSB1GE006580 | \$19,307.75 | \$19,307.75 |

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| 7/30/15 SHT27BH | 5ZT2SHSB7GE006583 | \$19,307.75 | \$19,307.75 |
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| 12/10/15 SST18BH | 5ZT2SSGC9GE007247 | \$12,258.23 | \$12,258.23 |
| 12/10/15 SST25RS | 5ZT2SSPB2GE007243 | \$16,968.60 | \$16,968.60 |
| 12/11/15 220DSFB | 4X4TPAX2XGN020818 | \$28,390.39 | \$28,390.39 |
| 12/11/15 220DSFB | 4X4TPAX21GN020819 | \$28,390.39 | \$28,390.39 |
| 12/11/15 220DSFB | 4X4TPAX28GN020820 | \$28,390.39 | \$28,390.39 |
| 12/11/15 181FBS | 4X4TPAT13GN047761 | \$18,332.12 | \$18,332.12 |
| 12/11/15 181FBS | 4X4TPAT17GN047763 | \$18,332.12 | \$18,332.12 |
| 12/11/15 132FD | 4X4TPA318GN047691 | \$13,939.49 | \$13,939.49 |
| 12/11/15 251RBSS | 4X4TPAA22GN020885 | \$28,364.13 | \$28,364.13 |
| 12/16/15 132FD | 4X4TPA31XGN047692 | \$13,982.85 | \$13,982.85 |
| 12/16/15 132FD | 4X4TPA313GN047694 | \$13,435.19 | \$13,435.19 |
| 12/16/15 181FBS | 4X4TPAT15GN047762 | \$18,389.15 | \$18,389.15 |
| 12/21/15 220DSFB | 4X4TPAX28GN020915 | \$28,848.43 | \$28,848.43 |
| 1/19/16 239DSBH | 4X4TPAZ28GN020961 | \$30,068.51 | \$30,068.51 |
| 1/19/16 239DSBH | 4X4TPAZ21GN020963 | \$30,068.51 | \$30,068.51 |
| 1/20/16 SS-550 | 4X4SSZ104GN106643 | \$12,313.11 | \$12,313.11 |
| 1/20/16 T10LTD | 4X4CPC017GN047777 | \$10,024.16 | \$10,024.16 |
| 1/20/16 A12R | 4X4CPC215GN047855 | \$14,708.42 | \$14,708.42 |
| 1/20/16 A12R | 4X4CPC211GN047853 | \$14,708.42 | \$14,708.42 |
| 1/20/16 SS-1251 | 4X4SSZ303GN106663 | \$14,469.47 | \$14,469.47 |
| 1/20/16 SS-550 | 4X4SSZ10XGN106646 | \$12,313.11 | \$12,313.11 |
| 1/20/16 SS-1240 | 4X4SSZ200GN106718 | \$15,272.27 | \$15,272.27 |
| 1/20/16 SS-1240 | 4X4SSZ209GN106717 | \$15,272.27 | \$15,272.27 |
| 1/21/16 239DSBH | 4X4TPAZ2XGN020962 | \$29,493.39 | \$29,493.39 |
| 1/21/16 177BH | 4X4TPAT11GN047824 | \$18,856.24 | \$18,856.24 |
| 11/21/14 299BHU | 1SABSOBR8F2J75084 | \$24,485.07 | \$29,859.87 |
| 11/21/14 285FB TRAVEL | 1SABSOBR4F2J65104 | \$26,010.27 | \$31,719.87 |
| 2/13/15 309BHL AUTUM | 1SABSOBRXF28M5184 | \$24,711.08 | \$27,155.03 |
| 2/26/15 245DS AUTUMN | 1SABSOBM8F28L5208 | \$20,840.76 | \$22,901.94 |
| 2/26/15 334CKRS SOLS | 1SACSOBU9F2HA5070 | \$66,663.72 | \$73,256.82 |
| 2/26/15 278BH AUTUM | 1SABSOBNOF28B5202 | \$18,238.83 | \$20,042.67 |
| 2/26/15 329BHU AUTUM | 1SABSOBT4F28G5258 | \$27,351.63 | \$30,056.73 |
| 3/31/15 278BH | 1SABSOBN4F28B5204 | \$19,047.83 | \$20,263.65 |
| 3/31/15 276RKS | 1SACSOBP7F2KK5069 | \$40,635.64 | \$43,229.40 |
| 3/31/15 309BHL | 1SABSOBR1F28M5185 | \$26,136.84 | \$27,805.14 |
| 3/31/15 207RB | 1SABSHBK1F2JG5137 | \$19,211.38 | \$20,437.64 |
| 3/31/15 266RKS | 1SABSOBN3F2865158 | \$24,356.73 | \$25,911.41 |
| 3/31/15 266RKS | 1SABSOBN1F2865157 | \$24,356.73 | \$25,911.41 |
| 3/31/15 187TB | 1SABSHBJ1F2JD5157 | \$19,192.50 | \$20,417.56 |
| 3/31/15 288BHS | 1SACSOBP5G2KL5052 | \$39,088.25 | \$41,583.25 |
| 3/31/15 278BH | 1SABSOBN6F28B5205 | \$19,047.83 | \$20,263.65 |
| 4/22/15 329BHU | 1SABSOBT2F28G5274 | \$28,586.12 | \$29,470.23 |

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Northpoint Non-Program \& Used Financing (CA/CAD) (15023)
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|  | 200058893 | 4/22/15 235FB | 1SABSOBM1F28E5171 | \$19,389.36 | \$19,989.03 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 200058886 | 4/22/15 309BHL | 1SABSOBR2F28M5194 | \$26,156.31 | \$26,965.27 |
|  | 200058887 | 4/22/15 3298HU | 1SABSOBT1F28G5265 | \$28,586.12 | \$29,470.23 |
|  | 200058889 | 4/22/15 286KBS | 1SABSOBR4F2875149 | \$29,265.97 | \$30,171.10 |
|  | 200058890 | 4/22/15 368BHSS | 1SACSOBV7F2HC5066 | \$72,840.10 | \$75,092.89 |
|  | 200058891 | 4/22/15 287RLS | 1SACSOBRXF2K15069 | \$43,007.60 | \$44,337.73 |
|  | 200058894 | 4/22/15 288BHS | 1SACSOBP3G2KL5051 | \$39,117.39 | \$40,327.21 |
|  | 200058895 | 4/22/15 309BHS | 1SABSOBS6G2J85052 | \$32,696.65 | \$33,707.89 |
|  | 200058896 | 4/22/15 309BHS | 1SABSOBS8G2J85053 | \$32,696.65 | \$33,707.89 |
|  | 200062662 | 4/29/15 354RESA | 1SACSOBV3F2HB5070 | \$63,682.02 | \$65,651.57 |
|  | 200078286 | 5/29/15 289BHS | 1SABSOBP8G2815052 | \$28,159.87 | \$28,159.87 |
|  | 200078279 | 5/29/15 274RKS | 1SABSOBP8G2J45051 | \$31,537.58 | \$31,537.58 |
|  | 200078280 | 5/29/15 245DS | 1SABSOBM2G28L5075 | \$23,356.16 | \$23,356.16 |
|  | 200078281 | 5/29/15 187TB | 1SABSHBJ6G2JD5057 | \$20,267.59 | \$20,267.59 |
|  | 200078282 | 5/29/15 187TB | 1SABSHBJ8G2JD5058 | \$20,267.59 | \$20,267.59 |
|  | 200078283 | 5/29/15 227CKS | 1SABSHBL9G2JA5052 | \$23,730.73 | \$23,730.73 |
|  | 200078284 | 5/29/15 229TB | 1SABSHBL4G2JF5051 | \$22,140.45 | \$22,140.45 |
|  | 200078285 | 5/29/15 229TB | 1SABSHBL6G2JF5052 | \$22,140.45 | \$22,140.45 |
|  | 200078287 | 5/29/15 266RKS | 1SABSOBN4G2865056 | \$26,089.87 | \$26,089.87 |
|  | 200101274 | 7/16/15 289BHS | 1SABSOBP7G2815186 | \$28,243.22 | \$28,243.22 |
| B09126 |  | 11/09/15 23 U | 1FDWE3FS4EDB09126 | \$51,719.40 | \$51,719.40 |
|  | 805848 | 11/09/15 | 377 4YDF35728FR805848 | \$40,090.50 | \$40,090.50 |
|  | 237187 | 11/09/15 T132 | 5SFBG3828CE237187 | \$34,621.20 | \$34,621.20 |
|  | 72172 | 11/09/15 33.5B | 2T9T5T33471072172 | \$29,457.23 | \$29,457.23 |
|  | 940195 | 12/21/15 2625RL | 4YDF26221FP940195 | \$26,591.21 | \$26,591.21 |
|  | 115137 | 12/21/15 264L | 4X4TCKB20DX115137 | \$14,363.52 | \$14,363.52 |
| JN5095 |  | 12/21/15 186RD | 1SABSHBJOF2JN5095 | \$13,349.00 | \$13,349.00 |
|  | 6430 | 12/21/15 25RS | 5ZT2SSPB7HGER006430 | \$12,601.46 | \$12,601.46 |
|  | 4458 | 11/06/15 Mini 13 | 2L9VF4102GJ110065 | \$15,083.25 | \$15,083.25 |
|  | 4459 | 11/06/15 Mini 13 | 2L.9VF4104GJ110066 | \$15,083.25 | \$15,083.25 |
|  | 4460 | 11/06/15 Cool 13 | 2L9VF9100GJ110045 | \$12,012.00 | \$12,012.00 |
|  | 4463 | 11/06/15 Evasion 16 | 2L9VF5106GJ110060 | \$18,774.00 | \$18,774.00 |
|  | 4464 | 11/06/15 Evasion 16 | 2L9VF5109GJ110053 | \$18,774.00 | \$18,774.00 |
|  | 4457 | 11/06/15 Cool 13 | 2L9VF9109GJ110061 | \$12,012.00 | \$12,012.00 |
|  | 4461 | 11/06/15 Evasion 16 | 2L9VF510XGJ110059 | \$18,774.00 | \$18,774.00 |
|  | 4470 | 11/09/15 Mini 13 | 2L9VF4108GJ110068 | \$15,083.25 | \$15,083.25 |
|  | 4513 | 11/23/15 PLUS SSS | 2L9VFP1S5GJ110080 | \$17,141.25 | \$17,141.25 |
|  | 4526 | 11/26/15 Escapade | 2L9VF2100GJ110084 | \$18,994.50 | \$18,994.50 |
|  | 4525 | 11/26/15 Escapade | 2L9VF2102GJ110085 | \$18,994.50 | \$18,994.50 |
|  | 4524 | 11/26/15 Profil 2016 | 2L9VF310XGJ110082 | \$17,797.50 | \$17,797.50 |
|  | 4523 | 11/26/15 Plus 2016 | 2L9VFP100GJ110079 | \$18,994.50 | \$18,994.50 |
|  | 4532 | 12/01/15 PLUS SSS | 2L9VFP1S1GJ110089 | \$17,052.00 | \$17,052.00 |
|  | 4531 | 12/01/15 PLUS 16 | 2L9VFP103GJ110092 | \$18,994.50 | \$18,994.50 |

Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Roulottes Prolite Inc.(CA/CAD) (19725) Skyline Corporation (CA/CAD) (15426) Skyline Corporation (CA/CAD) (15426) Skyline Corporation (CA/CAD) (15426) Skyline Corporation (CA/CAD) (15426) Skyline Corporation (CA/CAD) (15426) Skyline Corporation (CA/CAD) (15426) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957)

|  | 4530 | 12/01/15 PLUS 16 |
| :---: | :---: | :---: |
|  | 4529 | 12/01/15 Evasion |
|  | 4528 | 12/01/15 Plus 2016 |
|  | 4527 | 12/01/15 PLUS SSS DE |
|  | 4644 | 1/07/16 EVASION $16{ }^{\prime}$ |
|  | 4645 | 1/07/16 Evasion 2016 |
|  | 4652 | 1/11/16 PROFIL 14' |
|  | 4653 | 1/12/16 Suite |
|  | 663102 | 7/31/14 326 RL |
|  | 618683 | 7/31/14 329 RL |
|  | 618824 | 7/31/14 268 RE |
|  | 618684 | 7/31/14 329 RL |
|  | 618795 | 7/31/14 258 RK |
|  | 618826 | 7/31/14 268 RE |
| U608652 |  | 10/23/14 ST299RET15 |
| U629752 |  | 2/19/15 405TS |
| U629843 |  | 2/20/15 299 Sprinter |
| U629827 |  | 2/20/15 343 Sprinter |
| U632407 |  | 2/27/15 322BHS |
| U632409 |  | 2/27/15 28BH |
| U632402 |  | 2/27/15 324FWBHS |
| U637028 |  | 3/24/15 316BIK |
| U637034 |  | 3/24/15 313BHS |
| U637037 |  | 3/24/15 295RKS |
|  | 33367 | 4/24/15 V22DB |
|  | 33364 | 4/24/15 V22RB |
|  | 33361 | 4/24/15 V18FB |
|  | 33359 | 4/29/15 V31FB |
| 4038893 |  | 4/29/15 23 U |
|  | 33369 | 4/30/15 V31BH |
| U039912 |  | 5/28/15 FC31E |
| 4039914 |  | 5/28/15 FC23U |
|  | 7954 | 6/30/15 M44Memphis |
|  | 7975 | 7/29/15 M38RSSA |
| U041871 |  | 8/20/15 FC31W |
| U041956 |  | 8/21/15 29G |
| U041970 |  | 8/24/15 282 |
| U042354 |  | 8/31/15 24SR |
| U042736 |  | 9/14/15 FC28Z |
| 00400656 | -051 | 9/30/15 39MBHS |
| U043450 |  | 9/30/15 34F |
| 00402305 | -051 | 10/09/15 4010RD |
| 00406845 | -051 | 10/29/15 E255 |

## 2L9VFP101GJ110091

 2L9VF5103GJ110095 2L9VFP10XGJ110090 2L9VFP1S8GJ110087 2L9VF5108GJ110108 2L9VF5106GJ110107 2L9VF3100GJ110110 2L9VFS109GJ110035 1SE200R26FN000439 1SE200R24FF000630 1SE200P21FF000717 1SE200R26FF000631 1SE200N25FF000688 1SE200P25FF000719 4YDT29925F1532019 4YDF40533FR800892 4YDT29927F1532782 4YDF34322F1532730 4YDT32226F1532836 4YDT28B26F1532843 4YDF32428F1532816 4YDT31629F1533015 4YDT31326F1533087 4YDT29520F1533102 5RXTC2229G1033367 5RXTC2223G1033364 5RXTC1826G1033361 5RXTC3120G1033359 1FDWE3FSXFDA33932 5RXTC3123G1033369 1FDXE4FS9FDA34113 1FDWE3FSOFDA37200 5KEFA4433G1007954 5KEFA3826G1007975 1FDXE4FS1GDC10072 1FDXE4FS9GDC08828 1FDXE4FS9GDC10059 WDABF4CC5F9604218 1FDXE4FS6GDC14697 5SFRG4221GE310645 1F66F5DYXG0A02793 5SFBG4322GE311092 5SFRG272XGE311600| $\$ 18,994.50$ | $\$ 18,994.50$ |
| ---: | ---: |
| $\$ 18,774.00$ | $\$ 18,774.00$ |
| $\$ 18,994.50$ | $\$ 18,994.50$ |
| $\$ 17,052.00$ | $\$ 17,052.00$ |
| $\$ 18,616.50$ | $\$ 18,616.50$ |
| $\$ 18,616.50$ | $\$ 18,616.50$ |
| $\$ 17,482.50$ | $\$ 17,482.50$ |
| $\$ 8,337.00$ | $\$ 8,337.00$ |
| $\$ 27,404.04$ | $\$ 33,419.58$ |
| $\$ 22,519.02$ | $\$ 27,462.24$ |
| $\$ 16,377.22$ | $\$ 19,972.24$ |
| $\$ 22,459.71$ | $\$ 27,389.91$ |
| $\$ 16,737.44$ | $\$ 20,411.48$ |
| $\$ 16,377.22$ | $\$ 19,972.24$ |
| $\$ 21,156.02$ | $\$ 33,056.30$ |
| $\$ 70,076.91$ | $\$ 85,459.65$ |
| $\$ 31,105.74$ | $\$ 37,933.83$ |
| $\$ 38,864.26$ | $\$ 47,395.45$ |
| $\$ 31,501.59$ | $\$ 38,416.59$ |
| $\$ 23,123.70$ | $\$ 28,199.64$ |
| $\$ 37,438.62$ | $\$ 45,656.85$ |
| $\$ 32,481.80$ | $\$ 36,911.14$ |
| $\$ 32,636.42$ | $\$ 37,086.84$ |
| $\$ 32,556.21$ | $\$ 36,995.69$ |
| $\$ 22,950.66$ | $\$ 24,415.60$ |
| $\$ 22,497.25$ | $\$ 23,933.25$ |
| $\$ 19,403.24$ | $\$ 20,641.74$ |
| $\$ 28,039.15$ | $\$ 29,828.88$ |
| $\$ 59,121.92$ | $\$ 62,895.66$ |
| $\$ 27,097.04$ | $\$ 28,826.64$ |
| $\$ 87,482.35$ | $\$ 87,482.35$ |
| $\$ 65,151.84$ | $\$ 65,151.84$ |
| $\$ 138,514.78$ | $\$ 138,514.78$ |
| $\$ 129,651.96$ | $\$ 129,651.96$ |
| $\$ 92,594.22$ | $\$ 92,594.22$ |
| $\$ 85,594.27$ | $\$ 85,594.27$ |
| $\$ 82,193.39$ | $\$ 82,193.39$ |
| $\$ 97,456.09$ | $\$ 97,456.09$ |
| $\$ 81,969.20$ | $\$ 81,969.20$ |
| $\$ 62,681.06$ | $\$ 62,681.06$ |
| $\$ 118,580.34$ | $\$ 118,580.34$ |
| $\$ 75,707.34$ | $\$ 75,707.34$ |
| $\$ 29,398.80$ | $\$ 29,398.80$ |
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Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957) Thor Industries, Inc. (CA/CAD) (14957)

| U044372 | 10/29/15 315 | 1F65F5DY8G0A02366 |
| :---: | :---: | :---: |
| 8106 | 11/19/15 44 Memphis | 5KEFA4439G1008106 |
| 204847 | 11/25/15 M3100Bн | 5RXTH3129G2204847 |
| 204846 | 11/25/15 M3100BH | 5RXTH3127G2204846 |
| 205296 | 11/25/15 M2400BH | 5RXTH2426G2205296 |
| 205297 | 11/25/15 M2400BH | 5RXTH2428G2205297 |
| 204845 | 11/25/15 M3100BH | 5RXTH3125G2204845 |
| 205260 | 11/25/15 M2790DB | 5RXTH2722G2205260 |
| 205258 | 11/25/15 M2790DB | 5RXTH2724G2205258 |
| 205259 | 11/25/15 M2790DB | 5RXTH2726G2205259 |
| 205265 | 11/25/15 M2400BH | 5RXTH2426G2205265 |
| 205264 | 11/25/15 M2400BH | 5RXTH2424G2205264 |
| 205064 | 11/25/15 M2400BH | 5RXTH2427G2205064 |
| 205063 | 11/25/15 M2400BH | 5RXTH2425G2205063 |
| 205263 | 11/25/15 M2400BH | 5RXTH2422G2205263 |
| 205383 | 12/21/15 R28BHIK | 5RXTF2821G2205383 |
| 205384 | 12/21/15 R28BHIK | 5RXTF2823G2205384 |
| 205385 | 12/21/15 R28BHIk | 5RXTF2825G2205385 |
| 205336 | 12/21/15 M2820BH | 5RXTH2820G2205336 |
| 00418440-051 | 12/23/15 39MBHS | 5SFRG422XGE315147 |
| 00422748-051 | 1/22/16 RG28 | 5SFPB3325GE316088 |
| 00422747-051 | 1/22/16 BH270 | 5SFPB3125GE313419 |
| 00422815-051 | 1/22/16 BH270 | 5SFPB3129GE313424 |
| 00422814-051 | 1/22/16 BH270 | 5SFPB3123GE313418 |
| 00423124-051 | 1/25/16 RG28 | 5SFPB3323GE316087 |
| 00423134-051 | 1/25/16 RG28 | 5SFPB3321GE316086 |
| 00423942-051 | 1/27/16 39MBHS | 5SFRG4222GE317118 |
| 00423951-051 | 1/27/16 39MBHS | 5SFRG4225GE315931 |


| $\$ 108,177.65$ | $\$ 108,177.65$ |
| ---: | ---: |
| $\$ 151,234.44$ | $\$ 151,234.44$ |
| $\$ 33,339.71$ | $\$ 33,339.71$ |
| $\$ 33,339.71$ | $\$ 33,339.71$ |
| $\$ 27,548.62$ | $\$ 27,548.62$ |
| $\$ 27,548.62$ | $\$ 27,548.62$ |
| $\$ 33,339.71$ | $\$ 33,339.71$ |
| $\$ 29,017.58$ | $\$ 29,017.58$ |
| $\$ 29,017.58$ | $\$ 29,017.58$ |
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| $\$ 27,548.62$ | $\$ 27,548.62$ |
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| $\$ 27,548.62$ | $\$ 27,548.62$ |
| $\$ 38,165.88$ | $\$ 38,165.88$ |
| $\$ 38,165.88$ | $\$ 38,165.88$ |
| $\$ 38,165.88$ | $\$ 38,165.88$ |
| $\$ 34,529.21$ | $\$ 34,529.21$ |
| $\$ 63,838.67$ | $\$ 63,838.67$ |
| $\$ 23,078.29$ | $\$ 23,078.29$ |
| $\$ 20,650.90$ | $\$ 20,650.90$ |
| $\$ 25,548.33$ | $\$ 25,548.33$ |
| $\$ 25,548.33$ | $\$ 25,548.33$ |
| $\$ 28,189.64$ | $\$ 28,189.64$ |
| $\$ 28,189.64$ | $\$ 28,189.64$ |
| $\$ 64,586.08$ | $\$ 64,586.08$ |
| $\$ 64,586.08$ | $\$ 64,586.08$ |
| $\$ 5,990,796.13$ | $\$ 6,203,521.68$ |

