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COURT FILE NUMBER

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COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT(S)

NORTHPOINT COMMERCIAL

FINANCE CANADA INC.

RESPONDENT(S)

SUNRIDGE RV INC.

I hereby certify this to be a true copy of

the original Order

DOCUMENT

ORDER

Dated this 11 day of Fh aoch

ADDRESS FOR SERVICE

AND

Ogilvie LLP

1400, 10303 Jasper Avenue

Edmonton AB T5J 3N6

CONTACT INFORMATION OF

Attention: Kentigern A. Rowan, Q.C.

Phone: 780.429.6236

PARTY FILING THIS

DOCUMENT

Fax: 780,429,4453

File No.: 62083.2

Service will be accepted by delivery or fax. No other

form of service will be accepted.

DATE ON WHICH ORDER WAS PRONOUNCED:

February 10, 2016

LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

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 Receiver 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;
 - 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

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,
 - 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.

The Honourable Madam Justice J. Ross

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	5ZT2SSPB5GE006426	\$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	5ZT2SSPB0GE006429	\$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

	Forest River, Inc. (CA/CAD) (14965)	INV2386317	7/30/15 SHT27BH	5ZT2SHSB7GE006583	\$19,307.75	\$19,307.75
	Forest River, Inc. (CA/CAD) (14965)	INV2443328	12/10/15 SST18BH	5ZT2SSGC9GE007247	\$12,258.23	\$12,258.23
	Forest River, Inc. (CA/CAD) (14965)	INV2444623	12/10/15 SST25RS	5ZT2SSPB2GE007243	\$16,968.60	\$16,968.60
	Forest River, Inc. (CA/CAD) (14965)	INV2450195	12/11/15 220DSFB	4X4TPAX2XGN020818	\$28,390.39	\$28,390.39
	Forest River, Inc. (CA/CAD) (14965)	INV2450194	12/11/15 220DSFB	4X4TPAX21GN020819	\$28,390.39	\$28,390.39
	Forest River, Inc. (CA/CAD) (14965)	INV2450193	12/11/15 220DSFB	4X4TPAX28GN020820	\$28,390.39	\$28,390.39
	Forest River, Inc. (CA/CAD) (14965)	INV2447895	12/11/15 181FBS	4X4TPAT13GN047761	\$18,332.12	\$18,332.12
	Forest River, Inc. (CA/CAD) (14965)	INV2447897	12/11/15 181FBS	4X4TPAT17GN047763	\$18,332.12	\$18,332.12
	Forest River, Inc. (CA/CAD) (14965)	INV2447905	12/11/15 132FD	4X4TPA318GN047691	\$13,939.49	\$13,939.49
00	Forest River, Inc. (CA/CAD) (14965)	INV2447903	12/11/15 251RBSS	4X4TPAA22GN020885	\$28,364.13	\$28,364.13
	Forest River, Inc. (CA/CAD) (14965)	INV2447906	12/16/15 132FD	4X4TPA31XGN047692	\$13,982.85	\$13,982.85
	Forest River, Inc. (CA/CAD) (14965)	INV2447894	12/16/15 132FD	4X4TPA313GN047694	\$13,435.19	\$13,435.19
	Forest River, Inc. (CA/CAD) (14965)	INV2447896	12/16/15 181FBS	4X4TPAT15GN047762	\$18,389.15	\$18,389.15
	Forest River, Inc. (CA/CAD) (14965)	INV2450212	12/21/15 220DSFB	4X4TPAX28GN020915	\$28,848.43	\$28,848.43
	Forest River, Inc. (CA/CAD) (14965)	INV2462174	1/19/16 239DSBH	4X4TPAZ28GN020961	\$30,068.51	\$30,068.51
	Forest River, Inc. (CA/CAD) (14965)	INV2462173	1/19/16 239DSBH	4X4TPAZ21GN020963	\$30,068.51	\$30,068.51
	Forest River, Inc. (CA/CAD) (14965)	INV2462167	1/20/16 SS-550	4X4SSZ104GN106643	\$12,313.11	\$12,313.11
c	Forest River, Inc. (CA/CAD) (14965)	INV2462948	1/20/16 T10LTD	4X4CPC017GN047777	\$10,024.16	\$10,024.16
	Forest River, Inc. (CA/CAD) (14965)	INV2462950	1/20/16 A12R	4X4CPC215GN047855	\$14,708.42	\$14,708.42
	Forest River, Inc. (CA/CAD) (14965)	INV2462949	1/20/16 A12R	4X4CPC211GN047853	\$14,708.42	\$14,708.42
	Forest River, Inc. (CA/CAD) (14965)	INV2462169	1/20/16 SS-1251	4X4SSZ303GN106663	\$14,469.47	\$14,469.47
	Forest River, Inc. (CA/CAD) (14965)	INV2462168	1/20/16 SS-550	4X4SSZ10XGN106646	\$12,313.11	\$12,313.11
	Forest River, Inc. (CA/CAD) (14965)	INV2462171	1/20/16 SS-1240	4X4SSZ200GN106718	\$15,272.27	\$15,272.27
	Forest River, Inc. (CA/CAD) (14965)	INV2462170	1/20/16 SS-1240	4X4SSZ209GN106717	\$15,272.27	\$15,272.27
	Forest River, Inc. (CA/CAD) (14965)	INV2462172	1/21/16 239DSBH	4X4TPAZ2XGN020962	\$29,493.39	\$29,493.39
	Forest River, Inc. (CA/CAD) (14965)	INV2465000	1/21/16 177BH	4X4TPAT11GN047824	\$18,856.24	\$18,856.24
	Jayco, Corp (CA/CAD) (15689)	200002588	11/21/14 299BHU	1SABS0BR8F2J75084	\$24,485.07	\$29,859.87
	Jayco, Corp (CA/CAD) (15689)	200002584	11/21/14 285FB TRAVEL	1SABS0BR4F2J65104	\$26,010.27	\$31,719.87
	Jayco, Corp (CA/CAD) (15689)	200030278	2/13/15 309BHL AUTUM	1SABS0BRXF28M5184	\$24,711.08	\$27,155.03
	Jayco, Corp (CA/CAD) (15689)	200034819	2/26/15 245DS AUTUMN	1SABS0BM8F28L5208	\$20,840.76	\$22,901.94
	Jayco, Corp (CA/CAD) (15689)	200034820	2/26/15 334CKRS SOLS	1SACS0BU9F2HA5070	\$66,663.72	\$73,256.82
	Jayco, Corp (CA/CAD) (15689)	200034821	2/26/15 278BH AUTUM	1SABS0BN0F28B5202	\$18,238.83	\$20,042.67
	Jayco, Corp (CA/CAD) (15689)	200034835	2/26/15 329BHU AUTUM	1SABS0BT4F28G5258	\$27,351.63	\$30,056.73
	Jayco, Corp (CA/CAD) (15689)	200048902	3/31/15 278BH	1SABS0BN4F28B5204	\$19,047.83	\$20,263.65
	Jayco, Corp (CA/CAD) (15689)	200048901	3/31/15 276RKS	1SACS0BP7F2KK5069	\$40,635.64	\$43,229.40
	Jayco, Corp (CA/CAD) (15689)	200048896	3/31/15 309BHL	1SABS0BR1F28M5185	\$26,136.84	\$27,805.14
	Jayco, Corp (CA/CAD) (15689)	200048895	3/31/15 207RB	1SABSHBK1F2JG5137	\$19,211.38	\$20,437.64
	Jayco, Corp (CA/CAD) (15689)	200048893	3/31/15 266RKS	1SABS0BN3F2865158	\$24,356.73	\$25,911.41
	Jayco, Corp (CA/CAD) (15689)	200048892	3/31/15 266RKS	1SABS0BN1F2865157	\$24,356.73	\$25,911.41
	Jayco, Corp (CA/CAD) (15689)	200049344	3/31/15 187TB	1SABSHBJ1F2JD5157	\$19,192.50	\$20,417.56
	Jayco, Corp (CA/CAD) (15689)	200048908	3/31/15 288BHS	1SACS0BP5G2KL5052	\$39,088.25	\$41,583.25
*	Jayco, Corp (CA/CAD) (15689)	200048903	3/31/15 278BH	1SABS0BN6F28B5205	\$19,047.83	\$20,263.65
	Jayco, Corp (CA/CAD) (15689)	200058888	4/22/15 329BHU	1SABS0BT2F28G5274	\$28,586.12	\$29,470.23
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Jayco, Corp (CA/CAD) (15689)	200058893	4/22/15 235FB	1SABS0BM1F28E5171	\$19,389.36	\$19,989.03
Jayco, Corp (CA/CAD) (15689)	200058886	4/22/15 309BHL	1SABS0BR2F28M5194	\$26,156.31	\$26,965.27
Jayco, Corp (CA/CAD) (15689)	200058887	4/22/15 329BHU	1SABS0BT1F28G5265	\$28,586.12	\$29,470.23
Jayco, Corp (CA/CAD) (15689)	200058889	4/22/15 286KBS	1SABS0BR4F2875149	\$29,265.97	\$30,171.10
Jayco, Corp (CA/CAD) (15689)	200058890	4/22/15 368BHSS	1SACS0BV7F2HC5066	\$72,840.10	\$75,092.89
Jayco, Corp (CA/CAD) (15689)	200058891	4/22/15 287RLS	1SACS0BRXF2KJ5069	\$43,007.60	\$44,337.73
Jayco, Corp (CA/CAD) (15689)	200058894	4/22/15 288BHS	1SACS0BP3G2KL5051	\$39,117.39	\$40,327.21
Jayco, Corp (CA/CAD) (15689)	200058895	4/22/15 309BHS	1SABS0BS6G2J85052	\$32,696.65	\$33,707.89
Jayco, Corp (CA/CAD) (15689)	200058896	4/22/15 309BHS	1SABS0BS8G2J85053	\$32,696.65	\$33,707.89
Jayco, Corp (CA/CAD) (15689)	200062662	4/29/15 354RESA	1SACS0BV3F2HB5070	\$63,682.02	\$65,651.57
Jayco, Corp (CA/CAD) (15689)	200078286	5/29/15 289BHS	1SABS0BP8G2815052	\$28,159.87	\$28,159.87
Jayco, Corp (CA/CAD) (15689)	200078279	5/29/15 274RKS	1SABS0BP8G2J45051	\$31,537.58	\$31,537.58
Jayco, Corp (CA/CAD) (15689)	200078280	5/29/15 245DS	1SABS0BM2G28L5075	\$23,356.16	\$23,356.16
Jayco, Corp (CA/CAD) (15689)	200078281	5/29/15 187TB	1SABSHBJ6G2JD5057	\$20,267.59	\$20,267.59
Jayco, Corp (CA/CAD) (15689)	200078282	5/29/15 187TB	1SABSHBJ8G2JD5058	\$20,267.59	\$20,267.59
Jayco, Corp (CA/CAD) (15689)	200078283	5/29/15 227CKS	1SABSHBL9G2JA5052	\$23,730.73	\$23,730.73
Jayco, Corp (CA/CAD) (15689)	200078284	5/29/15 229TB	1SABSHBL4G2JF5051	\$22,140.45	\$22,140.45
Jayco, Corp (CA/CAD) (15689)	200078285	5/29/15 229TB	1SABSHBL6G2JF5052	\$22,140.45	\$22,140.45
Jayco, Corp (CA/CAD) (15689)	200078287	5/29/15 266RKS	1SABS0BN4G2865056	\$26,089.87	\$26,089.87
Jayco, Corp (CA/CAD) (15689)	200101274	7/16/15 289BHS	1SABS0BP7G2815186	\$28,243.22	\$28,243.22
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	B09126	11/09/15 23U	1FDWE3FS4EDB09126	\$51,719.40	\$51,719.40
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	805848	11/09/15	377 4YDF35728FR805848	\$40,090.50	\$40,090.50
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	237187	11/09/15 T132	5SFBG3828CE237187	\$34,621.20	\$34,621.20
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	72172	11/09/15 33.5B	2T9T5T33471072172	\$29,457.23	\$29,457.23
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	940195	12/21/15 2625RL	4YDF26221FP940195	\$26,591.21	\$26,591.21
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	115137	12/21/15 264L	4X4TCKB20DX115137	\$14,363.52	\$14,363.52
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	JN5095	12/21/15 186RD	1SABSHBJ0F2JN5095	\$13,349.00	\$13,349.00
Northpoint Non-Program & Used Financing (CA/CAD) (15023)	6430	12/21/15 25RS	5ZT2SSPB7HGER006430	\$12,601.46	\$12,601.46
Roulottes Prolite Inc.(CA/CAD) (19725)	4458	11/06/15 Mini 13	2L9VF4102GJ110065	\$15,083.25	\$15,083.25
Roulottes Prolite Inc.(CA/CAD) (19725)	4459	11/06/15 Mini 13	2L9VF4104GJ110066	\$15,083.25	\$15,083.25
Roulottes Prolite Inc.(CA/CAD) (19725)	4460	11/06/15 Cool 13	2L9VF9100GJ110045	\$12,012.00	\$12,012.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4463	11/06/15 Evasion 16	2L9VF5106GJ110060	\$18,774.00	\$18,774.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4464	11/06/15 Evasion 16	2L9VF5109GJ110053	\$18,774.00	\$18,774.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4457	11/06/15 Cool 13	2L9VF9109GJ110061	\$12,012.00	\$12,012.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4461	11/06/15 Evasion 16	2L9VF510XGJ110059	\$18,774.00	\$18,774.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4470	11/09/15 Mini 13	2L9VF4108GJ110068	\$15,083.25	\$15,083.25
Roulottes Prolite Inc.(CA/CAD) (19725)	4513	11/23/15 PLUS SSS	2L9VFP1S5GJ110080	\$17,141.25	\$17,141.25
Roulottes Prolite Inc.(CA/CAD) (19725)	4526	11/26/15 Escapade	2L9VF2100GJ110084	\$18,994.50	\$18,994.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4525	11/26/15 Escapade	2L9VF2102GJ110085	\$18,994.50	\$18,994.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4524	11/26/15 Profil 2016	2L9VF310XGJ110082	\$17,797.50	\$17,797.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4523	11/26/15 Plus 2016	2L9VFP100GJ110079	\$18,994.50	\$18,994.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4532	12/01/15 PLUS SSS	2L9VFP1S1GJ110089	\$17,052.00	\$17,052.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4531	12/01/15 PLUS 16	2L9VFP103GJ110092	\$18,994.50	\$18,994.50

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Poulottes Pre	olite Inc.(CA/CAD) (19725)		4530	12/01/15 PLUS 16	2L9VFP101GJ110091	\$18,994.50	\$18,994.50
	olite Inc.(CA/CAD) (19725)		4529	12/01/15 Ft03 10 12/01/15 Evasion	2L9VF5103GJ110095	\$18,774.00	\$18,774.00
	olite Inc.(CA/CAD) (19725)		4528	12/01/15 Evasion 12/01/15 Plus 2016	2L9VFP10XGJ110090	\$18,994.50	\$18,994.50
	olite Inc.(CA/CAD) (19725)		4527	12/01/15 PLUS SSS DE	2L9VFP1S8GJ110087	\$17,052.00	\$17,052.00
	olite Inc.(CA/CAD) (19725)		4644	1/07/16 EVASION 16'	2L9VF5108GJ110108	\$18,616.50	\$18,616.50
	olite Inc.(CA/CAD) (19725)		4645	1/07/16 Evasion 2016	2L9VF5106GJ110107	\$18,616.50	\$18,616.50
	olite Inc.(CA/CAD) (19725)		4652	1/11/16 PROFIL 14'	2L9VF3100GJ110107	\$17,482.50	\$17,482.50
	olite Inc.(CA/CAD) (19725)		4653	1/12/16 Suite	2L9VFS109GJ110035	\$8,337.00	\$8,337.00
	oration (CA/CAD) (15725)		663102	7/31/14 326 RL	1SE200R26FN000439	\$27,404.04	\$33,419.58
20.	oration (CA/CAD) (15426)		518683	7/31/14 329 RL	1SE200R24FF000630	\$22,519.02	\$27,462.24
	oration (CA/CAD) (15426)		518824	7/31/14 268 RE	1SE200P21FF000717	\$16,377.22	\$19,972.24
	oration (CA/CAD) (15426)		518684	7/31/14 208 RL 7/31/14 329 RL	1SE200R26FF000631	\$22,459.71	\$27,389.91
			518795	7/31/14 325 RK 7/31/14 258 RK	1SE200N25FF000688	\$16,737.44	\$20,411.48
	oration (CA/CAD) (15426) oration (CA/CAD) (15426)		518826	7/31/14 268 RE	1SE200N25FF000688	\$16,377.22	\$19,972.24
(5)	10 10 10 10 10 10 10 10 10 10 10 10 10 1	U608652	010020	10/23/14 ST299RET15	4YDT29925F1532019	\$21,156.02	\$33,056.30
	es, Inc. (CA/CAD) (14957)	U629752		2/19/15 405TS	4YDF40533FR800892	\$70,076.91	\$85,459.65
	es, Inc. (CA/CAD) (14957)						4 (6)
	es, Inc. (CA/CAD) (14957)	U629843		2/20/15 299 Sprinter	4YDT29927F1532782	\$31,105.74 \$38,864.26	\$37,933.83
	es, Inc. (CA/CAD) (14957)	U629827		2/20/15 343 Sprinter	4YDF34322F1532730		\$47,395.45
	es, Inc. (CA/CAD) (14957)	U632407		2/27/15 322BHS	4YDT32226F1532836	\$31,501.59	\$38,416.59
	es, Inc. (CA/CAD) (14957)	U632409		2/27/15 28BH	4YDT28B26F1532843	\$23,123.70	\$28,199.64
	es, Inc. (CA/CAD) (14957)	U632402		2/27/15 324FWBHS	4YDF32428F1532816	\$37,438.62	\$45,656.85
	es, Inc. (CA/CAD) (14957)	U637028		3/24/15 316BIK	4YDT31629F1533015	\$32,481.80	\$36,911.14
	es, Inc. (CA/CAD) (14957)	U637034		3/24/15 313BHS	4YDT31326F1533087	\$32,636.42	\$37,086.84
	es, Inc. (CA/CAD) (14957)	U637037		3/24/15 295RKS	4YDT29520F1533102	\$32,556.21	\$36,995.69
	es, Inc. (CA/CAD) (14957)		33367	4/24/15 V22DB	5RXTC2229G1033367	\$22,950.66	\$24,415.60
	es, Inc. (CA/CAD) (14957)		33364	4/24/15 V22RB	5RXTC2223G1033364	\$22,497.25	\$23,933.25
	es, Inc. (CA/CAD) (14957)		33361	4/24/15 V18FB	5RXTC1826G1033361	\$19,403.24	\$20,641.74
	es, Inc. (CA/CAD) (14957)		33359	4/29/15 V31FB	5RXTC3120G1033359	\$28,039.15	\$29,828.88
	es, Inc. (CA/CAD) (14957)	U038893	Not all all torror	4/29/15 23U	1FDWE3FSXFDA33932	\$59,121.92	\$62,895.66
	es, Inc. (CA/CAD) (14957)		33369	4/30/15 V31BH	5RXTC3123G1033369	\$27,097.04	\$28,826.64
	es, Inc. (CA/CAD) (14957)	U039912		5/28/15 FC31E	1FDXE4FS9FDA34113	\$87,482.35	\$87,482.35
	es, Inc. (CA/CAD) (14957)	U039914		5/28/15 FC23U	1FDWE3FS0FDA37200	\$65,151.84	\$65,151.84
	es, Inc. (CA/CAD) (14957)		7954	6/30/15 M44Memphis	5KEFA4433G1007954	\$138,514.78	\$138,514.78
	es, Inc. (CA/CAD) (14957)		7975	7/29/15 M38RSSA	5KEFA3826G1007975	\$129,651.96	\$129,651.96
	es, Inc. (CA/CAD) (14957)	U041871		8/20/15 FC31W	1FDXE4FS1GDC10072	\$92,594.22	\$92,594.22
	es, Inc. (CA/CAD) (14957)	U041956		8/21/15 29G	1FDXE4FS9GDC08828	\$85,594.27	\$85,594.27
	es, Inc. (CA/CAD) (14957)	U041970		8/24/15 28Z	1FDXE4FS9GDC10059	\$82,193.39	\$82,193.39
	es, Inc. (CA/CAD) (14957)	U042354		8/31/15 24SR	WDABF4CC5F9604218	\$97,456.09	\$97,456.09
	es, Inc. (CA/CAD) (14957)	U042736		9/14/15 FC28Z	1FDXE4FS6GDC14697	\$81,969.20	\$81,969.20
Thor Industri	es, Inc. (CA/CAD) (14957)	00400656-0)51	9/30/15 39MBHS	5SFRG4221GE310645	\$62,681.06	\$62,681.06
Thor Industri	es, Inc. (CA/CAD) (14957)	U043450		9/30/15 34F	1F66F5DYXG0A02793	\$118,580.34	\$118,580.34
Ther Industri	es, Inc. (CA/CAD) (14957)	00402305-0)51	10/09/15 4010RD	5SFBG4322GE311092	\$75,707.34	\$75,707.34
	es, Inc. (CA/CAD) (14957)						

Thor Industries, Inc. (CA/CAD) (14957)	U044372	10/29/15 315	1F65F5DY8G0A02366	\$108,177.65
Thor Industries, Inc. (CA/CAD) (14957)	8106	11/19/15 44 Memphis	5KEFA4439G1008106	\$151,234.44
Thor Industries, Inc. (CA/CAD) (14957)	204847	11/25/15 M3100BH	5RXTH3129G2204847	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	204846	11/25/15 M3100BH	5RXTH3127G2204846	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	205296	11/25/15 M2400BH	5RXTH2426G2205296	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205297	11/25/15 M2400BH	5RXTH2428G2205297	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	204845	11/25/15 M3100BH	5RXTH3125G2204845	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	205260	11/25/15 M2790DB	5RXTH2722G2205260	\$29,017.58
Thor Industries, Inc. (CA/CAD) (14957)	205258	11/25/15 M2790DB	5RXTH2724G2205258	\$29,017.58
Thor Industries, Inc. (CA/CAD) (14957)	205259	11/25/15 M2790DB	5RXTH2726G2205259	\$29,017.58
Thor Industries, Inc. (CA/CAD) (14957)	205265	11/25/15 M2400BH	5RXTH2426G2205265	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205264	11/25/15 M2400BH	5RXTH2424G2205264	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205064	11/25/15 M2400BH	5RXTH2427G2205064	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205063	11/25/15 M2400BH	5RXTH2425G2205063	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205263	11/25/15 M2400BH	5RXTH2422G2205263	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205383	12/21/15 R28BHIK	5RXTF2821G2205383	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205384	12/21/15 R28BHIK	5RXTF2823G2205384	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205385	12/21/15 R28BHIk	5RXTF2825G2205385	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205336	12/21/15 M2820BH	5RXTH2820G2205336	\$34,529.21
Thor Industries, Inc. (CA/CAD) (14957)	00418440-051	12/23/15 39MBHS	5SFRG422XGE315147	\$63,838.67
Thor Industries, Inc. (CA/CAD) (14957)	00422748-051	1/22/16 RG28	5SFPB3325GE316088	\$23,078.29
Thor Industries, Inc. (CA/CAD) (14957)	00422747-051	1/22/16 BH270	5SFPB3125GE313419	\$20,650.90
Thor Industries, Inc. (CA/CAD) (14957)	00422815-051	1/22/16 BH270	5SFPB3129GE313424	\$25,548.33
Thor Industries, Inc. (CA/CAD) (14957)	00422814-051	1/22/16 BH270	5SFPB3123GE313418	\$25,548.33
Thor Industries, Inc. (CA/CAD) (14957)	00423124-051	1/25/16 RG28	5SFPB3323GE316087	\$28,189.64
Thor Industries, Inc. (CA/CAD) (14957)	00423134-051	1/25/16 RG28	5SFPB3321GE316086	\$28,189.64
Thor Industries, Inc. (CA/CAD) (14957)	00423942-051	1/27/16 39MBHS	5SFRG4222GE317118	\$64,586.08
Thor Industries, Inc. (CA/CAD) (14957)	00423951-051	1/27/16 39MBHS	5SFRG4225GE315931	\$64,586.08
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\$64,586.08

\$64,586.08

\$6,203,521.68