COURT FILE NUMBER:

1601 03762

COURT:

COURT OF QUEEN'S BENCH OF

ALBERTA

JUDICIAL CENTRE:

CALGARY

PLAINTIFF:

TCF COMMERCIAL FINANCE

CANADA, INC.

DEFENDANTS:

SUNRIDGE RV INC., GERALD

MICHAEL SOTSKI, and AIRDRIE

R.V. PROPERTY INC.

DOCUMENT:

RECEIVERSHIP ORDER

ADDRESS FOR SERVICE

AND CONTACT

INFORMATION OF PARTY FILING THIS DOCUMENT:

PARLEE McLAWS LLP Barristers & Solicitors 1500 Manulife Place 10180 – 101 Street

Edmonton, AB T5J 4K1

Attention: Jeremy H. Hockin, Q.C.

Telephone: (780) 423-8532 Facsimile: (780) 423-2870 File Number: 68532-2/jhh hereby certify this to be a true copy of the original ORDER

Dated this 24 day of March 2016

Clerk's Stamp

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: MARCH 23, 2016 LOCATION WHERE ORDER PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: C.M. JONES

UPON the application of TCF Commercial Finance, Inc. ("TCF"), in respect of Sunridge RV Inc. (the "Debtor"); AND UPON HAVING READ the Application and the Affidavits of Service, filed; AND UPON FURTHER HAVING READ the Orders, Affidavits and Reports of the Proposal Trustee and Interim Receiver filed in the Earlier Proceedings, as defined herein; AND UPON reading the Consent of Deloitte Restructuring Inc. to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON hearing from counsel for TCF and counsel for other interested parties; AND UPON noting that at the time of this application Northpoint Commercial Finance Canada Inc. ("Northpoint") has proceeded to enforce its security in certain inventory that is subject to purchase money security interests in favour of Northpoint as set out in

Schedule "B" hereto (the "Inventory") in accordance with this Court's Order in Court of Queen's Bench Action Nos. 160101067 and 25-094627 dated March 9, 2016; AND UPON noting that Northpoint has effected seizure of the Inventory and the Inventory has been surrendered to Northpoint and Northpoint is in the process of disposing of the same; AND UPON noting that Northpoint does not wish to have the assistance of the receiver as contemplated herein to complete the disposal of the Inventory;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

 The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 ("BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, The Receiver is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof expressly excepting out the inventory set out at Schedule "B" hereto and all proceeds thereof (the "Property").

RECEIVER'S POWERS

- 3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or

applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property* Security Act, R.S.A. 2000, c. P-7 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- to exercise any shareholder, partnership, joint venture or other rights which the
 Debtor may have; and
- to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (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 advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that

Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 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 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.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR COMPANY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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 RECEIVER

10. 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 Receiver or leave of this Court.

Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

- 13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
- 14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

- 15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

- 17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to sections 14.06(7), 81.4(4) and 81.6(2), and 88 of the BIA.
- 18. The Receiver and its legal counsel shall pass their accounts from time to time.
- 19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2), and 88 of the BIA.
- 21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

GENERAL

- 25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 26. Notwithstanding Rule 6.11 of the Alberta Rules of Court, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
- Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 28. 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 30. TCF shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of TCF's security or, if not so provided by TCF's

- security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 32. Leave is hereby granted permitting the evidence taken in Court File No. 1601 01667; Court No./Estate No. 25-094627; and Court File No. 25-094636 (the "Earlier Proceedings") to be heard and considered in the Court's decision regarding the within application. The requirement that the applicant provide the parties to the Earlier Proceedings with notice of its intention to propose that the same be heard and considered is hereby dispensed with.
- 33. Provided that the Receiver determines that TCF is in first priority position with respect to any of the Debtor's property released to TCF by the Receiver, the requirement that TCF provide notice of its intention to dispose of the collateral over which it holds security, as required by s. 60 of the *Personal Property Security Act*, is hereby dispensed with in accordance with subsection (15)(f) thereof.
- 34. Notwithstanding anything to the contrary contained in this Order, any secured party who removes and disposes of its collateral shall remain responsible to contribute, if required, to the payment of claims ranking in priority to such secured party as may be determined by the Court.

FILING

- 35. The Receiver shall establish and maintain a website in respect of these proceedings at http://www.insolvencies.deloitte.ca/en-ca and shall post there as soon as practicable:
 - (a) all materials prescribed by statue or regulation to be made publically available;
 and

- all applications, reports, affidavits, orders and other materials filed in these (b) proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
- This Order need only be approved as to form and content by counsel for TCF, for 36. Northpoint, and for Business Development Bank of Canada and such approval may be endorsed by facsimile and in counterpart.

JUSTICE OF THE COURT OF QUEEN'S BENCH OF ALBERTA

Approved as to form and content:

Ogilvie LLP

Per:

Rod Wasylyshyn

Counsel for Northpoint Commercial Finance Canada Inc.

Parlee McLaws/LLP

Per:

Jeremy H. Hockin Q.C.

Counsel for TCF Commercial Finance

Canada, Inc.

Bishop & McKenzie LLP

Per:

Russell N. Avery

Counsel for Business Development Bank Canada

- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
- 36. This Order need only be approved as to form and content by counsel for TCF, for Northpoint, and for Business Development Bank of Canada and such approval may be endorsed by facsimile and in counterpart.

JUSTICE OF THE COURT OF QUEEN'S BENCH OF ALBERTA

Approved as to form and content:

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Os	711	vie	L	L	١,

Per:

Bishop & McKenzie LLP

Per:

Rod Wasylyshyn

Counsel for Northpoint Commercial

Finance Canada Inc.

Russell N. Avery

Counsel for Business Development Bank Canada

Parlee McLaws LLP

Per:

Jeremy H. Hockin Q.C.

Counsel for TCF Commercial Finance

Canada, Inc.

SCHEDULE "A" RECEIVER CERTIFICATE

CERT	IFICATE NO.	
AMO	UNT	\$
1.	"Receiver") of appointed by Bench of Albeday of certificate (the	CERTIFY that Deloitte Restructuring Inc., the receiver and manager (the of all of the assets, undertakings and properties of Sunridge RV Inc., Order of the Court of Queen's Bench of Alberta and Court of Queen's erta in Bankruptcy and Insolvency (collectively, the "Court") dated the,
2.	interest thereof	sum evidenced by this certificate is payable on demand by the Lender with a calculated and compounded [daily] [monthly not in advance on theonth] after the date hereof at a notional rate per annum equal to the rate of a notional rate per annum equal to the rate of the number of the prime commercial lending rate of Bank of from time
3.	principal sum pursuant to the Property, in p priority of the	sum with interest thereon is, by the terms of the Order, together with the s and interest thereon of all other certificates issued by the Receiver of Order or to any further order of the Court, a charge upon the whole of the priority to the security interests of any other person, but subject to the charges set out in the Order and the Bankruptcy and Insolvency Act, and the Receiver to indemnify itself out of such Property in respect of its and expenses.
4.		able in respect of principal and interest under this certificate are payable at e of the Lender at
5.	charges rankir Receiver to ar	ity in respect of this certificate has been terminated, no certificates creating or purporting to rank in priority to this certificate shall be issued by the my person other than the holder of this certificate without the prior written holder of this certificate.
6.		curing this certificate shall operate so as to permit the Receiver to deal with as authorized by the Order and as authorized by any further or other order

7.		d it is not under any personal liability, to pay any ertificates under the terms of the Order.
	DATED the day of March, 2	016.
		Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity
		Per:
		Name:
		Title:

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	
Evergreen Recreational Vehicles, LLC (CA/CAD) (15734)	0021607-IN	10/29/14 ET28RLSS	5ZWTMME2XF1009251	\$27,904.51	
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	52WTETE25F1004804	\$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 529DB	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	SZT2SSPB3GE006425	\$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	SZT2SSGC2GE006487	\$11,320.06	\$11,320.06
Forest River, Inc. (CA/CAD) (14965)	INV2378493	7/13/15 SST188H	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 SHT278H	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
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
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 1778H	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	15ABS0BM8F28L5208	\$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	
Jayco, Corp (CA/CAD) (15689)	200048893	3/31/15 266RKS	15ABS0BN3F2865158		\$20,437.64
Jayco, Corp (CA/CAD) (15689)	200048892	3/31/15 266RKS		\$24,356.73	\$25,911.41
Jayco, Corp (CA/CAD) (13689)	200049344	The second secon	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)		3/31/15 288BHS	1SACSOBP5G2KL5052	\$39,088.25	\$41,583.25
Jayco, Corp (CA/CAD) (15689)	200048903 200058888	3/31/15 278BH	1SABS08N6F28B520S	\$19,047.83	\$20,263.65
למאכט, כטוף (כאיכאט) (בשטאו	200058888	4/22/15 329BHU	1SABS0BT2F28G5274	\$28,586.12	\$29,470.23

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 3098HL	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	1SACSOBRXF2KJ5069	\$43,007.60	\$44,337.73
Jayco, Corp (CA/CAD) (15689)	200058894	4/22/15 288BHS	1SACSOBP3G2KLSOS1	\$39,117.39	\$40,327.21
Jayco, Corp (CA/CAD) (15689)	200058895	4/22/15 3098HS	1SABS0BS6G2/85052	\$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	1SABS0BM2G28LS075	\$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 33.58	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	11/05/15 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	2L9VF5109G/110053	\$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	2L9VFP1SSGJ110080	\$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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Roulottes Prolite Inc.(CA/CAD) (19725)	4530	12/01/15 PLUS 16	2L9VFP101GJ110091	\$18,994.50	\$18,994.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4529	12/01/15 Evasion	2L9VF5103GJ110095	\$18,774.00	\$18,774.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4528	12/01/15 Plus 2016	2L9VFP10XGJ110090	\$18,994.50	\$18,994.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4527	12/01/15 PLUS 5SS DE	2L9VFP1S8GJ110087	\$17,052.00	\$17,052.00
Roulottes Prolite Inc.(CA/CAD) (19725)	4644	1/07/16 EVASION 16'	2L9VF5108GJ110108	\$18,616.50	\$18,616.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4645	1/07/16 Evasion 2016	2L9VF5106GJ110107	\$18,616.50	\$18,616.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4652	1/11/16 PROFIL 14'	2L9VF3100GJ110110	\$17,482.50	\$17,482.50
Roulottes Prolite Inc.(CA/CAD) (19725)	4653	1/12/16 Suite	2L9VF\$109GJ110035	\$8,337.00	\$8,337.00
Skyline Corporation (CA/CAD) (15426)	663102	7/31/14 326 RL	1SE200R26FN000439	\$27,404.04	\$33,419.58
Skyline Corporation (CA/CAD) (15426)	618683	7/31/14 329 RL	1SE200R24FF000630	\$22,519.02	\$27,462.24
Skyline Corporation (CA/CAD) (15426)	618824	7/31/14 268 RE	1SE200P21FF000717	\$16,377.22	\$19,972.24
Skyline Corporation (CA/CAD) (15426)	618684	7/31/14 329 RL	1SE200R26FF000631	\$22,459.71	\$27,389.91
Skyline Corporation (CA/CAD) (15426)	618795	7/31/14 258 RK	1SE200N25FF000688	\$16,737.44	\$20,411.48
Skyline Corporation (CA/CAD) (15426)	618826	7/31/14 268 RE	1SE200P25FF000719	\$16,377.22	\$19,972.24
Thor Industries, Inc. (CA/CAD) (14957)	U608652	10/23/14 ST299RET15	4YDT29925F1532019	\$21,156.02	\$33,056.30
Thor Industries, Inc. (CA/CAD) (14957)	U629752	2/19/15 405TS	4YDF40533FR800892	\$70,076.91	\$85,459.65
Thor Industries, Inc. (CA/CAD) (14957)	U629843	2/20/15 299 Sprinter	4YDT29927F1532782	\$31,105.74	\$37,933.83
Thor Industries, Inc. (CA/CAD) (14957)	U629827	2/20/15 343 Sprinter	4YDF34322F1532730	\$38,864.26	\$47,395.45
Thor Industries, Inc. (CA/CAD) (14957)	U632407	2/27/15 322BHS	4YDT32226F1532836	\$31,501.59	\$38,416.59
Thor industries, Inc. (CA/CAD) (14957)	U632409	2/27/15 28BH	4YDT28B26F1532843	\$23,123.70	\$28,199.64
Thor Industries, Inc. (CA/CAD) (14957)	U632402	2/27/15 324FWBHS	4YDF32428F1532816	\$37,438.62	\$45,656.85
Thor Industries, Inc. (CA/CAD) (14957)	U637028	3/24/15 316BIK	4YDT31629F1533015	\$32,481.80	\$36,911.14
Thor Industries, Inc. (CA/CAD) (14957)	U637034	3/24/15 313BHS	4YDT31326F1533087	\$32,636.42	\$37,086.84
Thor Industries, Inc. (CA/CAD) (14957)	U637037	3/24/15 295RKS	4YDT29520F1533102	\$32,556.21	\$36,995.69
Thor Industries, Inc. (CA/CAD) (14957)	33367	4/24/15 V22DB	5RXTC2229G1033367	\$22,950.66	\$24,415.60
Thor Industries, Inc. (CA/CAD) (14957)	33364	4/24/15 V22RB	5RXTC2223G1033364	\$22,497.25	\$23,933.25
Thor Industries, Inc. (CA/CAD) (14957)	33361	4/24/15 V18FB	5RXTC1826G1033361	\$19,403.24	\$20,641.74
Thor Industries, Inc. (CA/CAD) (14957)	33359	4/29/15 V31FB	5RXTC3120G1033359	\$28,039.15	\$29,828.88
Thor Industries, Inc. (CA/CAD) (14957)	U038893	4/29/15 23U	1FDWE3FSXFDA33932	\$59,121.92	\$62,895.66
Thor Industries, Inc. (CA/CAD) (14957)	33369	4/30/15 V31BH	5RXTC3123G1033369	\$27,097.04	\$28,826.64
Thor Industries, Inc. (CA/CAD) (14957)	U039912	5/28/15 FC31E	1FDXE4FS9FDA34113	\$87,482.35	\$87,482.35
Thor Industries, Inc. (CA/CAD) (14957)	U039914	5/28/15 FC23U	1FDWE3FS0FDA37200	\$65,151.84	\$65,151.84
Thor Industries, Inc. (CA/CAD) (14957)	7954	6/30/15 M44Memphis	5KEFA4433G1007954	\$138,514.78	\$138,514.78
Thor Industries, Inc. (CA/CAD) (14957)	7975	7/29/15 M38RSSA	SKEFA3826G1007975	\$129,651.96	\$129,651.96
Thor Industries, Inc. (CA/CAD) (14957)	U041871	8/20/15 FC31W	1FDXE4FS1GDC10072	\$92,594.22	\$92,594.22
Thor Industries, Inc. (CA/CAD) (14957)	U041956	8/21/15 29G	1FDXE4FS9GDC08828	\$85,594.27	\$85,594.27
Thor Industries, Inc. (CA/CAD) (14957)	U041970	8/24/15 28Z	1FDXE4FS9GDC10059	\$82,193.39	\$82,193.39
Thor Industries, Inc. (CA/CAD) (14957)	U042354	8/31/15 24SR	WDABF4CC5F9604218	\$97,456.09	\$97,456.09
Thor Industries, Inc. (CA/CAD) (14957)	U042736	9/14/15 FC28Z	1FDXE4FS6GDC14697	\$81,969.20	
Thor Industries, Inc. (CA/CAD) (14957)	00400656-051	9/30/15 39MBHS	5SFRG4221GE310645	\$62,681.06	\$81,969.20
Thor Industries, Inc. (CA/CAD) (14957)	U043450	9/30/15 34F	1F66F5DYXG0A02793		\$62,681.06
Thor Industries, Inc. (CA/CAD) (14957)	00402305-051	10/09/15 4010RD	5SFBG4322GE311092	\$118,580.34	\$118,580.34
Thor Industries, Inc. (CA/CAD) (14957)	00402305-051	10/09/15 4010KD 10/29/15 E255	5SFRG272XGE311600	\$75,707.34	\$75,707.34
and an analysis and transit	TCO-CHODOLOGI	10/23/13 [233	33FNG272AGE311600	\$29,398.80	\$29,398.80

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Thor Industries, Inc. (CA/CAD) (14957)	U044372	10/29/15 315	1F65F5DY8G0A02366	\$108,177.65	\$108,177.65
Thor Industries, Inc. (CA/CAD) (14957)	8106	11/19/15 44 Memphis	5KEFA4439G1008106	\$151,234.44	\$151,234.44
Thor Industries, Inc. (CA/CAD) (14957)	204847	11/25/15 M3100BH	5RXTH3129G2204847	\$33,339.71	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	204846	11/25/15 M3100BH	5RXTH3127G2204846	\$33,339.71	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	205296	11/25/15 M2400BH	5RXTH2426G2205296	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205297	11/25/15 M2400BH	5RXTH2428G2205297	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	204845	11/25/15 M3100BH	5RXTH3125G2204845	\$33,339.71	\$33,339.71
Thor Industries, Inc. (CA/CAD) (14957)	205260	11/25/15 M2790DB	5RXTH2722G2205260	\$29,017.58	\$29,017.58
Thor Industries, Inc. (CA/CAD) (14957)	205258	11/25/15 M2790DB	5RXTH2724G2205258	\$29,017.58	\$29,017.58
Thor industries, Inc. (CA/CAD) (14957)	205259	11/25/15 M2790DB	SRXTH2726G2205259	\$29,017.58	\$29,017.58
Thor Industries, Inc. (CA/CAD) (14957)	205265	11/25/15 M2400BH	5RXTH2426G2205265	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205264	11/25/15 M2400BH	5RXTH2424G2205264	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205064	11/25/15 M2400BH	5RXTH2427G2205064	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205063	11/25/15 M2400BH	5RXTH2425G2205063	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205263	11/25/15 M2400BH	5RXTH2422G2205263	\$27,548.62	\$27,548.62
Thor Industries, Inc. (CA/CAD) (14957)	205383	12/21/15 R28BHIK	5RXTF2821G2205383	\$38,165.88	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205384	12/21/15 R28BHIK	5RXTF2823G2205384	\$38,165.88	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205385	12/21/15 R28BHIk	5RXTF2825G2205385	\$38,165.88	\$38,165.88
Thor Industries, Inc. (CA/CAD) (14957)	205336	12/21/15 M2820BH	5RXTH2820G2205336	\$34,529.21	\$34,529.21
Thor Industries, Inc. (CA/CAD) (14957)	00418440-051	12/23/15 39MBHS	5SFRG422XGE315147	\$63,838.67	\$63,838.67
Thor Industries, Inc. (CA/CAD) (14957)	00422748-051	1/22/16 RG28	5SFPB3325GE316088	\$23,078.29	\$23,078.29
Thor Industries, Inc. (CA/CAD) (14957)	00422747-051	1/22/16 BH270	5SFPB3125GE313419	\$20,650.90	\$20,650.90
Thor Industries, Inc. (CA/CAD) (14957)	00422815-051	1/22/16 BH270	5SFPB3129GE313424	\$25,548.33	\$25,548.33
Thor Industries, Inc. (CA/CAD) (14957)	00422814-051	1/22/16 BH270	5SFPB3123GE313418	\$25,548.33	\$25,548.33
Thor Industries, Inc. (CA/CAD) (14957)	00423124-051	1/25/16 RG28	5SFPB3323GE316087	\$28,189.64	\$28,189.64
Thor Industries, Inc. (CA/CAD) (14957)	00423134-051	1/25/16 RG28	5SFPB3321GE316086	\$28,189.64	\$28,189.64
Thor Industries, Inc. (CA/CAD) (14957)	00423942-051	1/27/16 39MBHS	5SFRG4222GE317118	\$64,586.08	\$64,586.08
Thor Industries, Inc. (CA/CAD) (14957)	00423951-051	1/27/16 39MBHS	5SFRG4225GE315931	\$64,586.08	\$64,586.08
				\$5,990,796.13	\$6,203,521.68