

**APPENDIX "A"**

**Appointment Order dated February 15, 2019**

# TAB A

CV-19-614593-00CL  
Court File No:

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.

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)

FRIDAY, THE 15<sup>TH</sup> DAY

JUSTICE MCEWEN

OF FEBRUARY, 2019



**CORNER FLAG LLC**

Applicant

- and -

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O.  
1990, c. C.43**

**ORDER  
(Appointing Receiver)**

THIS APPLICATION made by Corner Flag LLC (“**Corner Flag**” or the “**Applicant**”) for an Order appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43, as amended (the “**CJA**”), in each case, acquired for or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mark Gottlieb sworn February 15, 2019 (the "**Gottlieb Affidavit**") and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the Receiver, and Erwin Hymer Group SE and ~~the Respondent~~ <sup>the Respondent,</sup> not appearing although duly served as appears from the affidavit of service of Caitlin McIntyre sworn February 15, 2019, and on reading the consent of A&M to act as Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, A&M is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that 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 (provided that any disbursements made in connection therewith are made in accordance with the Receiver Term Sheet, as defined in the Gottlieb Affidavit):

- (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, provided, however, that the Receiver shall not be entitled or authorized to operate the business of the Debtor without further Order of this Court or consent of the Applicant;



- (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 the business of the Debtor, including the powers to enter into any agreements (including any amendments and modifications thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to cause the Debtor to retain such former employees of the Debtor as independent contractors or employees of the Debtor as the Receiver may consider necessary or desirable to secure their assistance in the exercise of the Receiver's powers and the performance of the Receiver's duties hereunder;
- (e) to engage consultants, contractors, appraisers, agents, experts, auditors, accountants, managers, assistants, counsel and such other persons from time to time (each a "**Professional Advisor**") 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;
- (f) to consult with the Applicant from time to time and to provide such information to the Applicant as may be reasonably requested, including pursuant to the Receiver Term Sheet;
- (g) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Applicant, the Debtor or the Receiver in connection with or relation to this application, in each case at their standard rates and charges incurred prior to the date of this Order;

- (h) to pay, remit or make, as applicable, any employee wages, employee vacation pay, employee expenses, employee disbursements, source deductions, pension contributions, employee health taxes, payments in respect of employee benefits and/or fees owing to independent contractors of the Debtor, which have accrued up to and including the date of this Order, even if not payable until after the date of this Order;
- (i) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to manage the business of the Debtor or any part or parts thereof;
- (j) 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;
- (k) to settle, extend or compromise any indebtedness owing to the Debtor;
- (l) 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;
- (m) 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;
- (n) to market any or all of 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;
- (o) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- i. without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; 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 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (p) 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;
- (q) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on 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;
- (r) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (s) 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;
- (t) 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;
- (u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (w) 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. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, advisors, 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 to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that 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 due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that 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 Records as the Receiver may in its discretion require including providing 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.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that 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 OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property (including for greater certainty, any Property located on third-party premises) or any

assets located on premises belonging to or leased by the Debtor 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 or any assets located on premises belonging to or leased by the Debtor are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies 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**

11. THIS COURT ORDERS that 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.

#### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that 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 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**

13. THIS COURT ORDERS that 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**

14. THIS COURT ORDERS that all employees of the Debtor shall be deemed to have been terminated by the Debtor immediately prior to the issuance of this Order. 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*.

15. THIS COURT ORDERS that the Receiver is expressly authorized and empowered to send notices of termination to employees of the Debtor in the name of and on behalf of the Debtor and to do or cause to be done all such further acts and things necessary or desirable in respect of the termination of the employees of the Debtor, including, without limitation, any applicable statutory notices or filings in the name of and on behalf of the Debtor.

**PIPEDA**

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, 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**

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.



### LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, 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*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that 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, both before and after the making of this Order in respect of these proceedings, and that 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 (each, an "**Encumbrance**"), in favour of any Person, except for any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that 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 legal fees and disbursements, incurred at the standard 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

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant pursuant to the Receiver Term Sheet (as defined in the Gottlieb Affidavit), such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5.5 million, (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 Encumbrances in favour of any Person, but subordinate in priority to (i) any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, (ii) the Receiver's Charge, and (iii) the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. THIS COURT ORDERS that 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.

24. THIS COURT ORDERS that 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.

25. THIS COURT ORDERS that 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.

#### **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<http://www.alvarezandmarsal.com/ehgna>>’.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor’s creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. THIS COURT ORDERS that the Receiver and counsel to the Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### **GENERAL**

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. 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.

32. THIS COURT ORDERS that 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, including without limitation, Chapter 15 of the U.S. Bankruptcy Code.

33. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant'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.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (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.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

FEB 15 2019

PER / PAR:



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc. the receiver (the "**Receiver**") of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal or corporate liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2019.

**ALVAREZ & MARSAL CANADA INC.**  
solely in its capacity as Receiver of the Property,  
and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

APPLICATION UNDER SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED,  
AND SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3 AS AMENDED  
CORNER FLAG LLC - and - ERWIN HYMER GROUP NORTH AMERICA, INC.  
Applicant Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**ORDER  
(Appointing Receiver)**

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Lawyers for the Applicant, Corner Flag LLC

# TAB B



**APPENDIX "B"**

**First Report to Court dated March 20, 2019, without appendices**

Court File No. CV-19-614593-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

**BETWEEN:**

**CORNER FLAG LLC**

**APPLICANT**

- and -

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

**RESPONDENT**

**FIRST REPORT TO COURT**  
**OF ALVAREZ & MARSAL CANADA INC.**  
**IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER**  
**OF ERWIN HYMER GROUP NORTH AMERICA, INC.**

**MARCH 20, 2019**

## TABLE OF CONTENTS

1.0	INTRODUCTION .....	2
2.0	TERMS OF REFERENCE AND DISCLAIMER .....	3
3.0	BACKGROUND.....	5
4.0	CREDITORS.....	9
5.0	KEY ASPECTS OF THE RECEIVERSHIP PROCEEDINGS TO DATE.....	18
6.0	RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS .....	35
7.0	SALES PROCESS .....	38
8.0	RECEIVER'S ACTIVITIES .....	43
9.0	CONCLUSIONS AND RECOMMENDATIONS .....	45

**INDEX TO APPENDICES**

<b>Appendix A</b>	<b>Appointment Order dated February 15, 2019</b>
<b>Appendix B</b>	<b>Pre-Carve Out Transaction Organizational Structure Chart</b>
<b>Appendix C</b>	<b>Post-Carve Out Transaction Organizational Structure Chart</b>
<b>Appendix D</b>	<b>Notice and Statement of the Receiver</b>
<b>Appendix E</b>	<b>Sales Process</b>
<b>Appendix F</b>	<b>Sales Process Letter</b>

## 1.0 INTRODUCTION

- 1.1 This report (the “**First Report**”) is filed by Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**” or the “**Company**”).
- 1.2 Pursuant to an order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (the “**Court**”) made on February 15, 2019 (the “**Receivership Date**”), A&M was appointed as Receiver of EHGNA. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
- 1.3 Since the granting of the Appointment Order, the Receiver has been evaluating realization strategies and options in respect of EHGNA’s business and assets. It has determined, in accordance with the powers granted to it under the Appointment Order, that it would be beneficial to the stakeholders to proceed with an expedited process (on substantially the terms of the Sales Process, as such term is defined below) and to solicit offers from potential purchasers, including those who may be willing to restart certain aspects of EHGNA’s manufacturing operations and potentially rehire a portion of EHGNA’s former employees. The Receiver seeks to have its process approved by the Court, *nunc pro tunc*, in advance of the bid deadline of April 3, 2019.

1.4 Accordingly, the purpose of this First Report is to:

- (a) provide background information regarding EHGNA;
- (b) provide an overview of key aspects of the receivership proceedings (“**Receivership Proceedings**”) to date;
- (c) provide an overview of the issues relating to security granted by EHGNA and certain affiliates and competing claims to title to the RV Inventory (as defined below);
- (d) describe the Receiver’s activities since the making of the Appointment Order; and
- (e) support the Receiver’s motion for an order (the “**Sales Process Order**”), among other things:
  - (i) authorizing and directing the Receiver to further conduct the Sales Process (as defined below) for the property, assets and undertaking of EHGNA; and
  - (ii) approving this First Report and the activities of the Receiver described herein.

## **2.0 TERMS OF REFERENCE AND DISCLAIMER**

2.1 In preparing this First Report, the Receiver has relied upon unaudited financial information, books and records and other documents provided by, and discussions with, certain former management of EHGNA (collectively, the “**Information**”).

- 2.2 The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CASs”) pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.
- 2.3 This First Report has been prepared for the use by the Court and EHGNA’s stakeholders as general information relating to the Receivership Proceedings and to assist the Court in considering the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report different than the provisions of this paragraph.
- 2.4 The information contained in this First Report is not intended to be relied upon by any investor or purchaser in any transaction with the Receiver.
- 2.5 Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
- 2.6 Further information about EHGNA, its background and copies of all materials filed in the Receivership Proceedings are available on the Receiver’s website at:

[www.alvarezandmarsal.com/ehgna](http://www.alvarezandmarsal.com/ehgna) (the “**Case Website**”). As described further below, recognizing the effect of the Receivership Proceedings on the employees of the Company, the Receiver created and continues to update a dedicated Employee Information section on the Case Website.

### 3.0 BACKGROUND

- 3.1 Background with respect to EHGNA, as well as a description of the circumstances leading to the appointment of the Receiver, are contained in the application record filed by Corner Flag LLC (“**Corner Flag**”) dated February 15, 2019 (the “**Corner Flag Application Record**”). The Corner Flag Application Record has been posted to the Case Website.
- 3.2 Until January 31, 2019, EHGNA was part of the global Erwin Hymer group (the “**Erwin Hymer Global Group**”), an international group of entities engaged in the manufacture and sale of recreational vehicles (“**RVs**”) that was headquartered in Germany and had numerous operating subsidiaries throughout Europe. EHGNA purchased the chassis and components required for the development and assembly of RVs from chassis dealers and other suppliers and assembled them into RVs. It would then sell these assembled RVs to a network of finished product dealers who, in turn, sold the RVs to retail customers.
- 3.3 EHGNA’s predecessor entity, Roadtrek Motorhomes Inc. (“**Roadtrek**”), was acquired by the Erwin Hymer Global Group in February, 2016 to facilitate an expansion by the Erwin Hymer Global Group into the North American market. EHGNA, together with Erwin Hymer Group NA Chassis, Inc. (“**EHG Chassis**”), Erwin Hymer Group USA L.P., a



Delaware limited partnership (“**EHG USA LP**”) and certain other U.S. entities and partnerships, collectively became the Erwin Hymer Group North American entities (the “**EHG NA Entities**”). The primary business of the EHG NA Entities in the United States (except for EHG Chassis and the Best Time RV entities) is to manufacture upfitted/modified Jeeps under the trade name American Fastbacks (“**American Fastbacks**”). Neither American Fastbacks nor the Best Time RV entities form part of these Receivership Proceedings. The primary business of EHG Chassis is the purchase of raw chassis from chassis dealers in the United States in connection with the business of EHGNA. EHG Chassis is a wholly owned subsidiary of EHGNA. EHG Chassis itself does not form part of these Receivership Proceedings. The Receiver understands that EHGNA ran the operations of itself and EHG Chassis from its Canadian offices.

#### The Thor Transaction and the Carve-Out Transaction

- 3.4 On September 18, 2018, following a marketing and investment solicitation process (the “**Global Sale Process**”) carried out by Erwin Hymer Group SE (“**EHG SE**”), the ultimate shareholder of the Erwin Hymer Global Group, EHG SE entered into a definitive share purchase agreement (the “**SPA**”) with Thor Industries, Inc. (“**Thor**”). Thor is an American manufacturer of towable and motorized RVs that is publicly traded on the New York Stock Exchange and headquartered in Elkhart, Indiana.
- 3.5 Pursuant to the SPA, Thor was to acquire the Erwin Hymer Global Group (including the EHG NA Entities) through an acquisition of all outstanding shares of EHG SE (the “**Thor Transaction**”). The Thor Transaction was originally intended to close in early January,

2019, but was delayed due to the discovery of certain financial irregularities in the books and records of the EHG NA Entities.

- 3.6 Ultimately, as a result of the issues surrounding the financial irregularities, the parties to the Thor Transaction agreed to amend the SPA, among other things, to exclude the EHG NA Entities from the transaction and to provide for a reduction in the purchase price. To facilitate the amended Thor Transaction, EHG SE first divested its ownership interests in the EHG NA Entities pursuant to a transaction with Corner Flag, whereby Corner Flag acquired all the outstanding shares in Erwin Hymer Group Holding Management Corporation and EHGNA, and all outstanding partnership interests in EHG USA LP (the “**Carve-Out Transaction**”). Corner Flag is a special purpose Delaware limited liability company based in the United States that was formed to acquire the ownership interests in the EHG NA Entities pursuant to the Carve-Out Transaction. The Carve-Out Transaction closed on January 31, 2019 and the Thor Transaction, as amended, then closed the next day. A chart describing the corporate structure immediately prior to the Carve-Out Transaction is attached hereto as **Appendix “B”**. A chart describing the corporate structure immediately following the Carve-Out Transaction is attached hereto as **Appendix “C”**.
- 3.7 Following the closing of the Carve-Out Transaction and the Thor Transaction, EHGNA continued to have a liquidity shortfall which rendered it unable to meet critical immediate and short-term obligations, including payroll, benefits and pension amounts due to employees or due to be remitted to other parties on behalf of employees. To satisfy those immediate obligations (and in addition to a payroll advance in the amount of CAD\$1.8

million made by EHG SE on January 31, 2019 for the payroll period ending February 1, 2019 for which security was granted, as discussed below), EHGNA borrowed approximately CAD \$5.1 million from Corner Flag on February 14, 2019, which loan was evidenced by a promissory note issued by EHGNA to Corner Flag (the “**EHGNA Promissory Note**”). To secure its obligations under the EHGNA Promissory Note, EHGNA granted a security interest to Corner Flag over all its present and after acquired personal property, pursuant to a general security agreement dated February 14, 2019 (the “**Corner Flag Security**”).

- 3.8 For the reasons described in the Corner Flag Application Record, Corner Flag sought the appointment of A&M as Receiver to fill the existing governance void, take steps to preserve and maintain the property of EHGNA and to assess asset realization strategies and options.
- 3.9 In connection with the commencement of these Receivership Proceedings by Corner Flag, Corner Flag offered additional financing to fund the Receiver’s activities during these Receivership Proceedings to a maximum of \$4,750,000 for the initial six week period ending March 29, 2019 (the “**Initial Term**”) pursuant to the Term Sheet dated February 15, 2019 between Corner Flag and the Receiver (the “**Receiver’s Term Sheet**”). The Appointment Order provides flexibility to increase funding up to \$5,500,000 on agreement of the Receiver and Corner Flag.
- 3.10 The obligations of EHGNA to Corner Flag under the Receiver’s Term Sheet are secured by the Receiver’s Borrowings Charge (as such term is defined in the Appointment Order).

- 3.11 Since the Receivership Date, Corner Flag has made three advances to the Receiver pursuant to the Receiver's Term Sheet totaling approximately \$3.3 million: (i) \$759,000, received on February 19, 2019, (ii) \$2,120,000, received on February 25, 2019, and (iii) \$403,000, received on March 5, 2019. Each of these advances is evidenced by a Receiver's Certificate (as such term is defined in the Appointment Order).
- 3.12 As at the Receivership Date, EHGNA operated from five (5) leased facilities in Cambridge, Ontario and the surrounding area (one facility was dormant and was vacated by the Receiver on February 28, 2019). The Company's head office is housed within a research and development facility located at 25 Reuter Drive, Cambridge, Ontario and the Company's manufacturing facilities are located at 100 Shirley Avenue, Kitchener, Ontario, 20 Tyler Street, Cambridge, Ontario and 400 Southgate Drive, Guelph, Ontario (the "**EHGNA Facilities**"). Immediately prior to the Receivership Date, the Company had approximately 850 non-unionized employees.

#### 4.0 CREDITORS

##### Primary Secured Creditors

- 4.1 EHGNA has three primary secured creditors: Corner Flag, EHG SE, and Mercedes-Benz Financial Services, a business unit of Mercedes-Benz Financial Services Canada Corporation ("**MBFS**"). The Receiver has engaged independent counsel, Osler, Hoskin & Harcourt LLP ("**Osler**") in connection with the Receivership Proceedings and, among other things, has asked Osler to review the security granted by EHGNA and EHG Chassis

to these creditors. Subject to usual and customary qualifications and assumptions, Osler has confirmed to the Receiver that the security held by these secured creditors is valid and enforceable in respect of the collateral covered by their respective security. An understanding of their relative secured positions and the interplay of same is a necessary part of the Inventory Analysis review discussed below, beginning at Section 5.10 of this First Report.

*Corner Flag*

- 4.2 As noted above, EHGNA issued the EHGNA Promissory Note to Corner Flag in the amount of approximately \$5.1 million (plus other chargeable amounts), which is secured by the Corner Flag Security.
- 4.3 In connection with the granting of the EHGNA Promissory Note and the Corner Flag Security, EHG SE and Corner Flag entered into a Subordination Agreement dated February 14, 2019 (the “**EHG SE Subordination Agreement**”), whereby they agreed that the EHG SE Security (as defined below) would be postponed and subordinated to the Corner Flag Security.
- 4.4 As noted above, Corner Flag also provided financing to the Receiver in its capacity as Receiver of EHGNA pursuant to the terms of the Receiver’s Term Sheet. There is currently approximately \$3.3 million (plus other chargeable amounts) outstanding pursuant to advances made under the Receiver’s Term Sheet. These amounts are secured by the Receiver’s Borrowings Charge (as defined in the Appointment Order).

EHG SE

4.5 On February 24, 2016, in connection with the acquisition of Roadtrek (the predecessor to EHGNA) by Erwin Hymer Global Group, the Toronto-Dominion Bank (“**TD**”) entered into an Amended and Restated Loan Agreement with Roadtrek (as amended, the “**TD Loan Agreement**”). Pursuant to the TD Loan Agreement, TD provided certain revolving and term loan facilities to EHGNA. To secure its obligations under the TD Loan Agreement, EHGNA granted a security interest to TD over all its present and after acquired accounts, inventory and proceeds pursuant to an Amended and Restated Security Agreement between EHGNA and TD dated February 25, 2016, which was amended and restated on February 16, 2017 pursuant to a Second Amended and Restated Security Agreement between EHGNA and TD to grant an additional security interest in equipment and the proceeds thereof (the “**EHGNA TD GSA**”, and such security, the “**EHGNA TD Security**”). Roadtrek Motorhomes USA Inc. (“**Roadtrek USA**”) (predecessor to EHG Chassis) guaranteed the obligations of Roadtrek (now EHGNA) under the TD Loan Agreement and granted a security interest in all of its present or after acquired accounts, inventory and proceeds pursuant to an Amended and Restated Security Agreement between Roadtrek USA and TD dated February 25, 2016, which was further amended and restated on February 24, 2017 pursuant to a Second Amended and Restated Security Agreement between EHG Chassis and TD to grant an additional security interest in equipment and the

proceeds thereof (the “**EHG Chassis TD GSA**” and such security, the “**EHG Chassis TD Security**”).<sup>1</sup>

- 4.6 On January 24, 2019, the TD Loan Agreement, the EHGNA TD GSA and the EHG Chassis TD GSA were assigned by TD to EHG SE in accordance with an Assignment of Debt and Security Agreement dated January 24, 2019 among TD, EHG SE and EHGNA. The Receiver understands that TD has no further interest in EHGNA or EHG Chassis under the EHGNA TD Security and EHG Chassis TD Security.
- 4.7 According to the Corner Flag Application Record, approximately C\$6.5 million and US\$1.3 million remain outstanding under the TD Loan Agreement, as assigned to EHG SE.
- 4.8 In addition, as indicated above, on or around January 31, 2019, EHGNA borrowed approximately C\$1.8 million from EHG SE to fund immediate net payroll obligations (the “**EHG SE Payroll Advance**”). To secure the obligations of EHGNA to EHG SE in respect

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<sup>1</sup> A guarantee of the obligations of EHGNA under the TD Loan Agreement was also provided by EHG SE. As the TD Loan Agreement has now been assigned to EHG SE, the guarantor and the secured creditor are now the same entity so the guarantee is no longer relevant.

of the EHG SE Payroll Advance and any other indebtedness or obligations that may become owing to EHG SE, EHGNA granted a security interest in all of its present and after acquired property to EHG SE pursuant to a General Security Agreement dated January 31, 2019 between EHGNA and EHG SE (the “**EHG SE GSA**”, and together with the EHGNA TD Security and the EHG Chassis TD Security, collectively, the “**EHG SE Security**”).

MBFS

- 4.9 MBFS extended credit to EHGNA pursuant to an Automobile Wholesale Financing Agreement between MBFS and EHGNA dated July 29, 2011 to finance the acquisition of MBFS chassis and to finance the conduct of the business of EHGNA generally (the “**MBFS Financing Agreement**”). To secure the obligations of EHGNA under the MBFS Financing Agreement, Roadtrek (now EHGNA) granted a security interest in all its present and after acquired personal property to MBFS pursuant to a General Security Agreement dated July 29, 2011 (the “**EHGNA MBFS Security**”). EHG Chassis also guaranteed the obligations of EHGNA to MBFS under the MBFS Financing Agreement pursuant to a Continuing Guaranty (Cross-Border Transaction) dated as of July 29, 2011 (the “**EHG Chassis MBFS Guarantee**”). EHG Chassis also granted security in respect of its obligations owed to MBFS under the EHG Chassis MBFS Guarantee by granting a security interest to MBFS in all of EHG Chassis’ personal property, including inventory, equipment, accounts, chattel paper, intangibles and proceeds pursuant to a Security Agreement – Cross Collateralization between Roadtrek USA (now EHG Chassis) and MBFS dated as of July 29, 2011 (the “**EHG Chassis MBFS Security**”). As of the date of this First Report, EHGNA owes



MBFS approximately \$2.2 million in connection with the MBFS Financing Agreement, which amount is guaranteed by EHG Chassis. Prior to the Receivership Date, MBFS had made demand and issued Section 244 notices under the *Bankruptcy and Insolvency Act* (“**BIA**”) in respect of the amounts owing by EHGNA and EHG Chassis under the security arrangements described above.

MBFS US

- 4.10 Separate and apart from the arrangements with MBFS described above, EHG Chassis was independently financed by Mercedes-Benz Financial Services USA LLC (“**MBFS US**”), which extended credit to EHG Chassis to finance the acquisition and holding, *inter alia*, of chassis, attachments and accessories. The Receiver understands that chassis financed by MBFS US would, in the normal course, ultimately be shipped to Canada. As set out below, as at the Receivership Date, these chassis and other chassis were held in various locations and in various stages of production. Pursuant to a Bodybuilder Floorplan Financing Agreement between MBFS US and EHG Chassis dated February 15, 2017 (the “**MBFS US Financing Agreement**”), EHG Chassis granted to MBFS US a continuing security interest in, *inter alia*, all of EHG Chassis’ inventory, equipment, accounts, intangibles, chattel paper, credits and proceeds therefrom, to secure EHG Chassis’ obligations to MBFS US (the “**EHG Chassis MBFS US Security**”). EHGNA guaranteed any obligations that EHGNA or EHG Chassis may have to MBFS US and Daimler Trust, whether under the MBFS US Financing Agreement or otherwise, pursuant to a Continuing Cross-Guaranty in favour of MBFS US and Daimler Trust dated February 19, 2016.

- 4.11 As of the date of this First Report, EHG Chassis owes MBFS US approximately US\$2.8 million in connection with the MBFS US Financing Agreement, which amount is guaranteed by EHGNA. Prior to the Receivership Date, MBFS US had made demand and issued Section 244 notices under the BIA in respect of the amounts owing by EHG Chassis and the guarantee granted by EHGNA.

*Claims against EHGNA amongst Corner Flag, EHG SE and MBFS*

- 4.12 EHG SE (as assignee of TD), EHGNA, EHG Chassis and MBFS are party to an Amended and Restated Priority Agreement dated December 7, 2016 (the “**MBFS Priority Agreement**”), whereby any security held by EHG SE would be postponed and subordinated to the EHGNA MBFS Security and the EHG Chassis MBFS Security to the extent that the EHGNA MBFS Security or the EHG Chassis MBFS Security, as applicable, consists of present and after acquired inventory and equipment financed by MBFS, and certain credits and contracts relating thereto (the “**MBFS Financed Collateral**”). The EHGNA MBFS Security and the EHG Chassis MBFS Security would be postponed and subordinated to any security held by EHG SE, namely, the EHG SE Security, on all present and future assets of EHGNA and EHG Chassis other than the MBFS Financed Collateral.
- 4.13 The MBFS Priority Agreement provides that any proceeds received by EHG SE or MBFS in respect of their respective security interests shall be dealt with in accordance with the priorities described in the MBFS Priority Agreement. The EHG SE Subordination Agreement also provides that any proceeds received by EHG SE or Corner Flag in respect

of their respective security interests shall be dealt with in accordance with the priorities described in the EHG SE Subordination Agreement.

- 4.14 Corner Flag did not enter into a subordination agreement directly with MBFS. Corner Flag registered a financing statement in respect of its security after the financing statement registered in favour of MBFS. As such, MBFS would appear to have a priority claim to that of Corner Flag in respect of the MBFS Financed Collateral and proceeds thereof.
- 4.15 However, with respect to the non-MBFS Financed Collateral: (i) any proceeds received by MBFS in respect of the EHGNA MBFS Security would be paid to EHG SE (as assignee of TD) in accordance with the terms of the MBFS Priority Agreement, and (ii) any such proceeds received by EHG SE in respect of the EHG SE Security would be paid to Corner Flag in accordance with the terms of the EHG SE Subordination Agreement. Accordingly, Corner Flag is effectively entitled to any proceeds arising from present and after acquired personal property of EHGNA subject to either the Corner Flag Security or the EHG SE Security that is not MBFS Financed Collateral.

*Claims against EHG Chassis amongst Corner Flag, EHG SE and MBFS US*

- 4.16 EHG SE (as assignee of TD), EHG Chassis and MBFS US are party to an Amended and Restated Priority Agreement dated December 7, 2016 (the “**MBFS US Priority Agreement**”), whereby the EHG Chassis TD Security would be postponed and subordinated to the EHG Chassis MBFS US Security to the extent that the EHG Chassis MBFS US Security consists of present and after acquired inventory and equipment

financed by MBFS US, and certain credits and contracts relating thereto (the “**MBFS US Financed Collateral**”). Conversely, the EHG Chassis MBFS US Security would be postponed and subordinated to the EHG Chassis TD Security on all present and future assets of EHG Chassis other than the MBFS US Financed Collateral.

- 4.17 Corner Flag does not have any security interests against the assets of EHG Chassis. Further, EHG SE was not granted security over the assets of EHG Chassis in connection with the EHG SE Payroll Advance. Therefore, the MBFS US Priority Agreement governs the relative priorities between EHG SE (as successor in interest to TD) and MBFS US with respect to claims against the assets of EHG Chassis.

#### Other Secured Creditors

- 4.18 The Corner Flag Application Record provides a summary of other parties with *Personal Property Security Act* (Ontario) (“**PPSA**”) registrations against EHGNA, which consist of various specific equipment and vehicle lease registrations. Since the date of the Corner Flag Application Record, the Receiver is aware that certain additional parties have registered security interests against EHGNA, which the Receiver will review in due course.

#### Other Creditors

- 4.19 According to EHGNA’s books and records, and as noted in the Notice and Statement of the Receiver, posted to the Case Website, as at the Receivership Date EHGNA’s unsecured obligations totaled approximately \$259 million. The Receiver and Osler have been engaging with various of the unsecured creditors who have been contacting the Receiver

and/or Osler in respect of same. The Notice and Statement of the Receiver is attached hereto as **Appendix “D”**.

## **5.0 KEY ASPECTS OF THE RECEIVERSHIP PROCEEDINGS TO DATE**

### Preservation of Property

- 5.1 Following its appointment, the Receiver took immediate steps to stabilize the situation and to preserve EHGNA’s property in order to assess the options available to the Receiver to maximize value for EHGNA’s stakeholders.
- 5.2 In order to conserve funds, but to preserve optionality with respect to any potential going concern transaction, the EHGNA Facilities were put on “warm idle”. This “warm idle” status ensures that the EHGNA Facilities will be in a position to re-commence production on relatively short notice, should the Receiver determine that it is in the best interests of EHGNA’s stakeholders to restart production of existing RV Inventory (as defined below), or to provide for a smooth transition of operations upon the closing of a “turnkey” transaction.

### Employees

- 5.3 Pursuant to paragraph 14 of the Appointment Order, all employees of EHGNA were deemed to have been terminated by EHGNA immediately prior to the issuance of the Appointment Order. Immediately following the making of the Appointment Order, the Receiver attended at each of the four EHGNA Facilities and convened “townhall”-styled

meetings to advise employees of the granting of the Appointment Order, termination of employment and next steps regarding the payment of wages and vacation pay through the Receivership Date, and to address questions related to benefits coverage, Wage Earner Protection Program, employer pension contributions, Records of Employment (“ROEs”), T4s and other employment matters.

- 5.4 During the week of February 18, 2019, the Receiver prepared a schedule of Key Items and Dates for employees and posted the schedule to the Employee Information section of the Case Website.
- 5.5 Amounts owing to substantially all employees for wages and vacation pay as of the Receivership Date were paid on the Company’s normal pay cycle during the week of February 25, 2019. The Receiver continues to review and reconcile further potential claims for wages and vacation pay as of the Receivership Date and expects that there may be additional payments in subsequent weeks to a small number of former employees.
- 5.6 ROEs and T4s for the 2018 tax year were processed and/or mailed during the week of February 25, 2019, and substantially all of the T4s for the 2019 tax year were processed during the week of March 11, 2019, and will be mailed during the week of March 18, 2019.
- 5.7 To provide further information and ongoing guidance/communication to former employees, the Receiver prepared a schedule of Frequently Asked Questions for employees that was posted to the Employee Information section of the Case Website during the week of March 4, 2019.

- 5.8 The Receiver also posted additional information to assist employees with potential claims under the Wage Earner Protection Program to the Case Website on March 10, 2019.
- 5.9 The Receiver has re-engaged approximately 35 former employees to assist the Receiver during the Receivership Proceedings and to maintain the “warm idle” status of the Company’s operations. These re-engaged former employees are assisting the Receiver with inventory, operations, human resources, finance and inventory realization tasks, and with the Sales Process (as defined below).

#### RV Inventory

- 5.10 Following its appointment, the Receiver quickly discovered that EHGNA’s inventory and related records were not adequately maintained. A significant number of the transactions entered into by EHGNA with its chassis suppliers, other suppliers of products or services (including warehousing) and finished product dealers, were implemented on vague or uncertain terms, or appear to have not been documented but were effected on “handshake deals”. Upon the appointment of the Receiver, multiple parties immediately advised the Receiver that they claimed title to certain of EHGNA’s Class B recreational vehicle inventory, including raw material chassis and work-in-process units as discussed in greater detail below (collectively, the “**RV Inventory**”) and urgently sought the return of same. The Receiver advised third-party storage warehouse owners not to release any RV Inventory until further notice from the Receiver.

5.11 The Receiver accordingly determined that it was necessary to, and has, in conjunction with Osler, carried out a factual and legal review and reconciliation (the “**Inventory Analysis**”) of the RV Inventory in order to develop a comprehensive understanding of the condition, state of completion, location, payment status, whereabouts of manufacturer’s certification documentation, and actual title to the RV Inventory in order to determine EHGNA’s right, title and interest in such RV Inventory. This assessment included discussions with the various chassis dealers and finished product dealers and their respective floor plan financing parties, as well as providers of warehousing services, and in all respects, included a review of all available documentation, which in many cases was lacking or not forthcoming. This extensive review was critical in order to determine what RV Inventory could be included in any potential sale of EHGNA’s business and/or assets or should be returned. The Inventory Analysis will also assist in the distribution of any proceeds realized in connection with the Receivership Proceedings.

5.12 The Inventory Analysis has been an extensive exercise that the Receiver, with the assistance of Osler, continues to work through, together with chassis dealers and their financiers, finished product dealers and their financiers and secured creditors. The three main categories of RV Inventory under review includes:

- (a) raw chassis inventory (a raw chassis being a Mercedes Benz Sprinter, Dodge Promaster, Ford Transit or Chevrolet van, each with different models for the Canadian and U.S. markets) (“**Raw Chassis**”), wheresoever located but including inventory located at the EHGNA Facilities, a warehouse in Ontario owned by



Challenger Motor Freight Inc. (“**Challenger**”) and a warehouse in Buffalo, New York owned by Kaminski Refrigeration & Truck Equipment, Inc. (“**Kaminski**”);

- (b) work-in-process inventory (“**WIP**”) (being inventory on which certain work had been performed, and thus no longer a Raw Chassis), located at the EHGNA Facilities or at Challenger; and
- (c) finished product inventory (“**Finished Product**”), wheresoever located, but including at Kaminski, Challenger, the EHGNA Facilities, US finished product dealers, Canadian finished product dealers or American Fastbacks.

5.13 The Inventory Analysis has necessitated, among other things, identification of each unit of RV Inventory by its vehicle identification number (“**VIN**”), and determination of the party in physical possession of the relevant unit and the Manufacturer’s Statement of Origin (“**MSO**”) for RV Inventory for sale in the U.S. or New Vehicle Information Statement (“**NVIS**”) for RV Inventory for sale in Canada. The Receiver has been working diligently to reconcile its list of RVs and persons holding the MSO or NVIS with the information provided by the chassis dealers and finished product dealers and/or their respective floor plan financiers. More specifically, the Inventory Analysis includes the following:

- (a) Raw Chassis: for Raw Chassis, determination of the physical location of each unit (e.g., at the EHGNA Facilities or third-party storage providers), whether the unit has been paid for, the party in possession of the MSO/NVIS, the amount of potential

storage and related charges (if any), and other security/collateral and/or lien considerations;

- (b) WIP: for WIP, determination of the physical location of each unit (e.g., at the EHGNA Facilities or third-party storage providers), whether the underlying Raw Chassis has been paid for, the party in possession of the MSO/NVIS, the amount of potential storage and related charges (if any), other security/collateral and/or lien considerations, and estimated costs to complete each unit; and
- (c) Finished Product: for Finished Product, determination of the physical location of each unit (e.g., at the EHGNA Facilities, American Fastbacks, third-party storage providers, finished product dealer lots or in limited cases, held by retail customers), whether the finished unit has been paid for, whether the underlying Raw Chassis has been paid for, the party in possession of the MSO/NVIS, the amount of potential storage and related charges (if any), and other security/collateral and/or lien considerations.

#### Raw Chassis Inventory

- 5.14 The table below provides a summary of the Receiver's current understanding of Raw Chassis inventory that was allotted to EHGNA for production, by unit (the underlying model tracks each unit by VIN), by location, and the number of units where the Raw Chassis have been paid for by EHGNA.

Raw Chassis Details									
Unit Location	EHG		Third Party Storage		Chassis returned to Chassis Dealers and Other		Total		
	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	
<b>Raw Chassis units</b>	<b>82</b>	<b>7</b>	<b>558</b>	<b>32</b>	<b>284</b>	<b>1</b>	<b>924</b>	<b>40</b>	

### WIP Inventory

- 5.15 The table below provides a summary of the Receiver's current understanding of WIP inventory, by unit (the underlying model tracks each unit by VIN), by location, and the number of WIP units where the Raw Chassis have been paid for by EHGNA.

Work In Progress Details									
Unit Location	EHGNA		Third Party Storage		To be determined		Total		
	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	
<b>Work in Progress units</b>	<b>62</b>	<b>23</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>72</b>	<b>32</b>	

### Finished Product Inventory

- 5.16 The table below provides a summary of the Receiver's current understanding of Finished Product inventory, by unit (the underlying model tracks each unit by VIN), by location, and the number of Finished Product units where the Raw Chassis have been paid for by EHGNA.

Finished Goods Units Details												
Unit Location	EHGNA		EHG USA		Third Party Storage		Dealer Lots <sup>a</sup>		To be determined		Total	
	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units	All Units	Chassis Paid units
<b>Finished Goods units</b>	<b>42</b>	<b>16</b>	<b>4</b>	<b>4</b>	<b>89</b>	<b>56</b>	<b>58</b>	<b>31</b>	<b>1</b>	<b>-</b>	<b>194</b>	<b>107</b>

a. Inventory shipped to dealer for which EHGNA has not been paid.

### RV Inventory Title Issues

- 5.17 In addition to the work done by the Receiver to reconcile the facts relating to the RV Inventory, Osler has completed a legal analysis of the complex title issues arising in relation to same, as well as the respective entitlements of the secured creditors.
- 5.18 In order to understand the various entitlements, it is necessary to understand the chain of production and sale of an RV by EHGNA. A summary of the key aspects of the chain of production is outlined below.

### Raw Chassis

- 5.19 Raw Chassis provided by MBFS and MBFS US to EHGNA were provided through different supply chain and financing arrangements than the processes followed by the other Chassis Dealers (as defined below) to EHGNA. Accordingly, MBFS and MBFS US Raw Chassis inventory is addressed separately from other Chassis Dealer Raw Chassis inventory.

### *Chassis Dealers*

- 5.20 The primary non-Mercedes Raw Chassis dealers to EHGNA are Beaver Motors, Inc., Bustard Brothers Limited, Listowel Ford (2017) Ltd., Olathe Ford and Molle Chevrolet (the “**Chassis Dealers**”). Non-Mercedes Raw Chassis were supplied by various manufacturers to the Chassis Dealers, who generally held, and generally continue to hold, the MSO/NVIS in respect of same until payment is made in full.

- 5.21 Without an MSO/NVIS, an RV cannot be registered in a motor vehicle registry (which is required to legally drive the RV) and as a practical matter, title cannot be conveyed without the MSO/NVIS. Therefore, RV Inventory without a corresponding MSO/NVIS would only have limited value to the estate.
- 5.22 The Receiver understands that the Chassis Dealers generally financed the acquisition of the Raw Chassis from the original vehicle manufacturers through their own floor plan financing arrangements. The floor plan financiers generally allow the Chassis Dealer to hold the MSO/NVIS, subject to a security interest granted by the Chassis Dealers in favour of the floor plan financier. The Chassis Dealers' floor plan financiers would conduct regular audits of the Raw Chassis in the warehouses.
- 5.23 The Chassis Dealers and/or their floor plan financiers assert, among other things, that:
- (a) it is industry practice that the MSO/NVIS is a document of title; and
  - (b) the Chassis Dealers maintain ownership of the Raw Chassis at all times wheresoever located, subject to the security interests of their floor plan financiers, and EHGNA does not acquire any ownership rights until payment is made, including with respect to Raw Chassis located in the EHGNA Facilities or in third-party storage warehouses, while the Chassis Dealers hold the MSO/NVIS.
- 5.24 The Chassis Dealers did not take security or register financing statements under the PPSA against EHGNA in respect of their Raw Chassis, even after delivery to EHGNA. It is their

position that the situation is distinguishable from a transaction involving a “reservation of title”, which would require compliance with the PPSA.

5.25 Corner Flag’s position is that to the extent Chassis Dealers are retaining possession of the MSO/NVIS to secure EHGNA’s obligation to pay for the Raw Chassis, the Chassis Dealers have unperfected security interests which are subject to the PPSA, and that such Raw Chassis are subject to the existing claims of EHGNA’s secured creditors. This argument is based on the following:

- (a) the PPSA expressly provides that it applies to every transaction without regard to its form and without regard to the person who has title to the collateral that in substance creates a “security interest”;
- (b) the PPSA defines a “security interest” as an interest in personal property that secures payment or performance of an obligation; and
- (c) to assert valid priority to the Raw Chassis, the Chassis Dealers ought to have registered PPSA financing statements to perfect a security interest therein and complied with the requirement to achieve the priority that can be afforded to holders of purchase money security interests (PMSIs) in inventory.

5.26 There is very little to no contractual documentation evidencing, from both a factual and legal perspective, when EHGNA can be said to have an obligation to pay for the Raw Chassis; however, such obligation to pay does not appear to have arisen until at least EHGNA actually took delivery of Raw Chassis into the EHGNA Facilities for production.

- 5.27 The Chassis Dealers will not release the MSO/NVIS to any RV Inventory, wheresoever located, nor will their floor plan financiers allow them to, without payment in full for the Raw Chassis.
- 5.28 It is the Receiver's current understanding that there are 75 Raw Chassis located at the EHGNA Facilities for which payment has not been made. EHGNA does not have the MSO/NVIS for these Raw Chassis. As noted above, without this documentation, the Raw Chassis have only limited value for the estate.
- 5.29 The Receiver is of the view that any unresolved dispute in respect of these competing claims to the Raw Chassis would (i) cause material disruption and delay which would be detrimental to the proposed Sales Process, and (ii) result in costly and protracted litigation that would significantly erode the estate's resources.
- 5.30 As such, the Receiver's recommended course of action is to make any Raw Chassis for which EHGNA has not paid available for pick up by any Chassis Dealer who holds the applicable MSO/NVIS, subject to appropriate releases and payment or other settlement by the Chassis Dealers of any storage and related charges.
- 5.31 The Receiver has consulted with Corner Flag and its counsel and understands that Corner Flag does not object to this recommended course of action given the limited value of the Raw Chassis. The Receiver is advised that Corner Flag is prepared to provide this accommodation to facilitate a cooperative and constructive Sales Process, notwithstanding

its view of the applicable law. As this matter has been resolved consensually, it is not necessary for the Receiver to reconcile the competing positions set out above.

- 5.32 In addition, the Receiver has recently been advised by counsel to Beaver Motors Inc. (“**Beaver**”) that Kaminski has released to Beaver all RV Inventory for which ownership is claimed by Beaver and for which payment has not been made. For the reasons discussed above, the Receiver does not intend to challenge this release of RV Inventory to Beaver.

*MBFS and MBFS US*

- 5.33 Mercedes Benz Sprinter chassis were supplied directly from MBFS to EHGNA pursuant to the terms of the MBFS Financing Agreement, or indirectly to EHGNA through the MBFS US Financing Agreement between EHG Chassis and MBFS US. The Receiver understands that, in the U.S., Mercedes Benz chassis were supplied through Mercedes Benz of Kansas City, but the financing arrangements were directly between EHG Chassis and MBFS US. This Mercedes Raw Chassis inventory is considered MBFS Financed Collateral or MBFS US Financed Collateral, as appropriate (as described earlier in this First Report). The Receiver has completed a reconciliation of the Mercedes RV Inventory and continues to work with MBFS and MBFS US to resolve their respective claims to MBFS Financed Collateral and MBFS US Financed Collateral, wheresoever located, which consists of Raw Chassis, WIP and Finished Product.
- 5.34 MBFS US has claimed an ownership interest in all RV Inventory supplied by MBFS US to EHG Chassis. The Receiver understands that MBFS US continues to hold the MSO in



respect of such RV Inventory. In any event, the Receiver has been advised by Osler that MBFS and MBFS US have valid and enforceable security interests in the MBFS Financed Collateral and the MBFS US Financed Collateral. As such, the Receiver intends to make the MBFS US Raw Chassis in possession of EHGNA (or in its third-party storage warehouses) available for pick-up by MBFS US or to enter into other mutually acceptable arrangements with respect to the MBFS US Financed Collateral. The Receiver intends to hold similar discussions with MBFS with respect to the MBFS Financed Collateral in EHGNA's possession. The Receiver has consulted with Corner Flag and Corner Flag has no objection given the nature of security held by MBFS US.

#### WIP and Finished Product RV Inventory

- 5.35 As noted above, the Receiver has undertaken an analysis in regard to WIP and Finished Product. The Receiver has concluded that all WIP is located at the EHGNA Facilities or at Challenger. Finished Product may be located at the EHGNA Facilities, at Challenger, at dealer lots of Finished Product dealers (the “**Finished Product Dealers**”), or held by retail consumers. Osler has advised that the legal analysis with respect to entitlement to the unit is the same for both WIP and Finished Product. In addition to the factors described above, the key factors for consideration are: (i) whether the Chassis Dealer has been paid in full, (ii) whether the Finished Product Dealer has paid in full for the RV unit, and (iii) the location of the RV unit.
- 5.36 Where a Chassis Dealer (including MBFS or MBFS US, as applicable) has been paid in full for the Raw Chassis and the Finished Product Dealer has not yet paid for the Finished

Product, EHGNA is entitled to the MSO/NVIS, and the RV unit constitutes EHGNA's property. EHGNA's ownership interest would be subject to: (i) the rights of secured creditors described above, and (ii) any valid storer's lien held by Challenger to the extent that such RV is held at Challenger. These units would be included by the Receiver in the Sales Process described below.

5.37 Where a Chassis Dealer (including MBFS or MBFS US, as applicable) has been paid in full for the Raw Chassis and the Finished Product Dealer has also paid EHGNA in full, the Finished Product Dealer is entitled to the RV unit and the associated MSO/NVIS. To the extent that any Finished Product that falls into this category is in the possession of EHGNA or Challenger, the Receiver intends to arrange for delivery of such Finished Product to the relevant Finished Product Dealer.

5.38 The above legal and factual issues (i.e., whether title has been transferred and whether the Chassis Dealer holds an unperfected security interest) continue to apply where:

(a) a Chassis Dealer (including MBFS or MBFS US, as applicable) has not been paid for the Raw Chassis and a Finished Product Dealer has not paid for the Finished Product, as improved; and

(b) a Chassis Dealer (including MBFS or MBFS US, as applicable) has not been paid for the Raw Chassis and a Finished Product Dealer has paid for the Finished Product, as improved.

- 5.39 Further, as set out above, the Receiver has considered the potential liquidation value of the RV Inventory, recognizing that it will likely be difficult to maximize the value of such RV Inventory without the associated MSO/NVIS.
- 5.40 Accordingly, the Receiver intends to continue discussions and negotiations with the relevant stakeholders to determine the best practical and equitable realization strategies with respect of such WIP or Finished Product, which may include entering into arrangements with the Chassis Dealers and/or Finished Product Dealers that provide for, among other things: (i) paying for the Raw Chassis upon collection of the corresponding accounts receivable from the Finished Product Dealer (provided that the MSO/NVIS is delivered), (ii) selling the RV Inventory to a third-party, or (iii) placing the RV units into the proposed Sales Process.
- 5.41 In addition, the Receiver understands that, in certain circumstances, certain original vehicle manufacturers have been delivering the required MSO/NVIS to retail consumers who have paid for and have possession of a Finished Product RV, but are missing the MSO/NVIS that would enable such consumer to use and drive the RV. The Receiver has facilitated the delivery of the associated part of the MSO/NVIS that must be delivered by EHGNA along with the MSO/NVIS from the manufacturer (and, where applicable, the Chassis Dealer).

EHG SE Guarantee to Wells Fargo

- 5.42 The Receiver is aware that EHG SE guaranteed the obligations of EHGNA (the “**EHG SE Wells Fargo Guarantee**”) under an Amended and Restated Vendor Agreement dated as

of March 22, 2018 between EHGNA and Wells Fargo Commercial Distribution Finance, LLC (“**Wells Fargo**”, and such agreement, the “**Vendor Agreement**”). The Receiver understands that EHG SE also guaranteed certain other obligations of EHGNA, including EHGNA’s arrangements with certain Chassis Dealers, as well as certain lease obligations and hedging arrangements of EHGNA.

- 5.43 The Receiver understands that Wells Fargo recently demanded payment by EHG SE in respect of certain obligations owed by EHGNA to Wells Fargo under the Vendor Agreement relating to Finished Product RVs that were ordered by Finished Product Dealers (which had separate floor plan financing arrangements with Wells Fargo) and for which Wells Fargo paid EHGNA in full (the “**Wells Fargo Demand**”). EHGNA remains in possession of these RVs (either in the EHGNA Facilities or at Challenger), and was therefore in breach of certain terms of the Vendor Agreement.
- 5.44 The Receiver understands that EHG SE recently made payment under the EHG SE Wells Fargo Guarantee under the expectation that it would then receive legal ownership of the RVs contemplated in the Wells Fargo Demand. With respect to certain of the subject RVs, there are amounts owing to Chassis Dealers for the underlying Raw Chassis. The Receiver understands that EHG SE is aware of these amounts owing to Chassis Dealers and that the corresponding MSO/NVIS will not be released until payment is made.
- 5.45 The Receiver consulted with Corner Flag and its counsel, and Corner Flag does not object to the release of these specific RVs as EHGNA has received full payment for them. As

such, the Receiver is in the process of delivering these RVs to EHG SE upon receipt of appropriate releases.

#### Additional Inventory Issues

- 5.46 The Receiver notes that, on the Receivership Date, EHGNA was in possession of certain Jeeps that were planned to be modified like those at American Fastbacks. The Receiver was satisfied that EHGNA owned these Jeeps, and has sold them back into a dealer network in the ordinary course to maximize recoveries for the stakeholders of EHGNA.
- 5.47 In addition, in August 2018, EHGNA began selling its own manufactured “tow-behind” trailer, the Hymer Touring. The Hymer Touring is an ultralight-weight travel trailer with an expandable pop-up roof, to be towed behind smaller SUVs or light trucks. The Receiver understands that there have been quality issues with respect to the manufacturing of these trailers. There are approximately 125 located at the EHGNA Facilities, approximately 20 located at Finished Product Dealer lots in Canada, and 40 located at Finished Product Dealer lots in the United States. The Receiver is not aware of how many Hymer Touring’s are owned by retail consumers.
- 5.48 The Receiver very recently became aware that the running gear on the Hymer Touring’s (the axle, brakes, hitch and breakaway device) were not tested for compliance with the CAN3-3313 standard required to be met by Transport Canada for all trailers. The CSA (regulatory body for RVs sold in Canada) enforces this standard for house trailers. In the United States, the Department of Transportation does not require that trailers meet this

standard; however, the RVIA (regulatory body for RVs sold in the U.S.) does require that trailers meet this standard in order to bear an RVIA certification mark. As such, the Receiver is considering next steps with respect to this issue and will report further in a subsequent report.

## **6.0 RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

6.1 A summary of the Receiver's Interim Statement of Receipts and Disbursements for the period February 15 to March 8, 2019 (the "**Reporting Period**") is provided below (all amounts are inclusive of HST where applicable):

<b>Receipts &amp; Disbursements</b>	<b>CAD</b>	<b>USD</b>
<b>Receipts</b>		
Company Funds on hand	\$ 2,200	\$ 242
Receiver's Certificate Advances	3,282	-
Sales and Collections	930	892
<b>Total Receipts</b>	<b>\$ 6,412</b>	<b>\$ 1,134</b>
<b>Disbursements</b>		
Payroll and Employee Amounts	(926)	(40)
Vacation Pay	(367)	-
Utilities	(4)	-
Lease payments	(464)	-
Costs of Goods Sold	-	(63)
SG&A and Other	(177)	(3)
Funding sent to EHG USA	-	(251)
Professional Fees	(896)	-
<b>Total Disbursements</b>	<b>\$ (2,834)</b>	<b>\$ (356)</b>
<b>Net Cash Flow</b>	<b>\$ 3,578</b>	<b>\$ 778</b>
<b>Opening Cash Balance</b>	<b>\$ -</b>	<b>\$ -</b>
Net Cash Flow	3,578	778
Balance Transferred	328	(250)
<b>Ending Cash Balance</b>	<b>\$ 3,906</b>	<b>\$ 528</b>

Receipts – February 15 to March 8, 2019

6.2 Receipts for the period, including funds on hand in the Company's accounts that were transferred to the Receiver's accounts, totaled approximately \$6.4 million and USD \$1.1 million, comprised primarily of:

- (a) funds transferred from the Company's bank accounts as at the Receivership Date of approximately \$2.2 million and USD \$242,000 (the vast majority of these amounts relate to pre-filing advances from Corner Flag provided pursuant to the Corner Flag

Promissory Note to fund employee payroll, employee benefits, HST and professional fee amounts owed or accruing to February 15, 2019, where the corresponding timing for payment was after February 15, 2019);

- (b) advances from Corner Flag of approximately \$3.3 million pursuant to three (3) Receiver's Certificates;
- (c) collection of accounts receivable that had existed as at the Receivership Date of approximately USD \$892,000; and
- (d) sale/return of 31 Jeeps to the vendor that had sold them to EHGNA for net proceeds of approximately \$930,000.

Disbursements – February 15 to March 8, 2019

6.3 Disbursements for the period totaled approximately \$2.8 million and USD \$356,000, comprised primarily of:

- (a) payroll and related amounts for the one-week period immediately preceding the Receivership Date of CAD \$926,000 and US \$40,000 (for a small number of EHGNA employees based in the U.S.);
- (b) net vacation pay accrued up to the Receivership Date of \$367,000. Corresponding source deductions withheld from employees in a similar amount will be paid in a subsequent week;



- (c) real property lease payments for March totaling approximately \$464,000; and
- (d) professional fees including payments of Osler's retainer invoice and invoices rendered by A&M and Osler during the Reporting Period (inclusive of HST).

6.4 On March 15, 2019, Corner Flag agreed to extend the Initial Term of the Receiver's Term Sheet up to and including April 8, 2019 and to replace the receivership budget attached thereto, which was previously approved by Corner Flag.

6.5 The Receiver expects to have sufficient financing available to fund the Receivership Proceedings during the anticipated duration of the proposed Sales Process.

## 7.0 SALES PROCESS

7.1 Paragraph 3(n) of the Appointment Order authorizes the Receiver to market any or all of the Property (as defined in the Appointment Order), 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.

7.2 As authorized by the Appointment Order, the Receiver has taken the following initial steps to commence a sales process, as such sales process is more particularly described in **Appendix "E"** to this First Report (the "**Sales Process**"):

- (a) developed a listing and contacted those parties that may be interested in acquiring some or all of the Property of EHGNA on a "turnkey" basis with a view to restarting

some or all of the Company's former operations. This list was based on the Receiver's research of those parties that had participated in prior sales processes involving the Company, including the Global Sale Process, primary and secondary participants in the RV manufacturing industry, financial sponsors with a focus on distressed businesses, and certain parties that had proactively expressed interest to the Receiver (60 parties in total);

- (b) negotiated Confidentiality Agreements (“**CAs**”) with interested parties and compiled information which was posted to an electronic data room (the “**Data Room**”). The Data Room was opened on March 3, 2019 for access by those parties that had executed a CA; and
- (c) sent an initial process letter to the parties who executed CAs describing the proposed Sales Process outlined herein, attached as **Appendix “F”** hereto (the “**Process Letter**”). The Receiver advised that the proposed Sales Process described in the Process Letter would be brought forward for Court approval.

7.3 As at March 15, 2019, 18 parties had executed a CA and all of them had accessed the Data Room.

7.4 Given the level of interest generated by the Sales Process, the Receiver considered it prudent to have the Sales Process formally approved by the Court, *nunc pro tunc*.

7.5 A summary of the Sales Process is provided below:

- bids in the form of binding Letters of Intent (“**LOIs**”) will be required to be submitted to the Receiver no later than 5:00 p.m. (Eastern Time) on April 3, 2019, or such other later date or time as may be agreed by the Receiver with the consent of Corner Flag (the “**LOI Deadline**”);
- interested parties that execute a CA satisfactory to the Receiver and are determined by the Receiver to be reasonably capable of submitting a Qualified LOI (as defined below) by the LOI Deadline will continue to have or will be provided access to the Data Room;
- the Receiver will coordinate requests for additional information and due diligence, including site visits as requested;
- in order for an LOI to be deemed a qualified letter of intent under the Sales Process (a “**Qualified LOI**”), it must meet certain minimum requirements, including the payment of a deposit of 5% of the proposed purchase price, and proof of sufficient financing required to consummate the proposed transaction;
- after the LOI Deadline, the Receiver will determine if any of the submitted LOIs are Qualified LOIs;
- the Receiver, in consultation with Corner Flag, shall evaluate any and all Qualified LOIs on various grounds, including, but not limited to, purchased and excluded assets, the purchase price, conditions of closing, treatment of stakeholders

including employees and other creditors, the assumed liabilities, whether the bidder intends to restart operations, and certainty of closing;

- the Receiver shall have evaluated all Qualified LOIs by no later than 5:00 p.m. (Eastern Time) on April 8, 2019, following which time it may accept, with the consent of Corner Flag and subject to Court approval, one or more non-overlapping Qualified LOIs (each, a “**Successful Bid**”) and take such steps as may be necessary to finalize an executed purchase agreement and such other transaction documents required to give effect to the Successful Bid(s);
- the Receiver will bring a motion to the Court to obtain approval of any Successful Bid(s) and one or more vesting orders with respect to the asset purchase agreement(s) entered into with any ultimate successful bidder(s);
- the Receiver reserves the right to negotiate and enter into a Stalking Horse Agreement with one or more Interested Parties at any time with the consent of Corner Flag, and to seek Court approval of any such Stalking Horse Agreement or make any necessary changes to the timelines and procedure set out in the Sales Process; and
- the Receiver, with the consent of Corner Flag, shall have the right to modify and/or adopt such other rules for the Sales Process as it considers appropriate. Material modifications or a termination of the Sales Process would require Court approval.

7.6 Corner Flag has confirmed to the Receiver that it does not intend to submit an LOI in this Sales Process.

7.7 The Receiver recommends that the Court issue the proposed Sales Process Order approving the Sales Process for the following reasons:

- it is the Receiver's view that the Sales Process is commercially reasonable and provides certainty with respect to the sales process being run by the Receiver in these Receivership Proceedings;
- the Receiver is of the view that the information expected to be made available in the Data Room, together with information that is available in the public domain, will be sufficient for an interested party to make an informed decision and to prepare a bid in respect of this opportunity;
- it is the Receiver's view that the Sales Process is sufficient to expose the Property to the market, particularly in light of the Global Sale Process that occurred before the Thor Transaction and the steps taken by the Receiver since its appointment;
- it is the Receiver's view that the Sales Process, while expedited, is sufficient to allow interested parties to perform diligence and submit offers; also takes into account that there are seasonal issues with the inventory, and market uncertainty with respect to vendor, dealer and end customer relationships, so time is of the essence;

- an expedited process is required because the Receiver does not have access to sufficient funding to support a prolonged Sales Process; and
- the Sales Process has been developed in consultation with and is supported by Corner Flag.

## 8.0 RECEIVER'S ACTIVITIES

8.1 In addition to the activities described above, the activities of the Receiver since the commencement of these Proceedings have included the following:

- overseeing the securing of EHGNA's assets;
- opening receivership bank accounts, transferring funds from the Company's bank accounts to the Receiver's trust accounts and controlling receipts and disbursements;
- coordinating the re-engagement of approximately 35 former employees to assist with receivership matters and maintaining the Company in a "warm idle" status;
- coordinating the collecting of outstanding accounts receivable;
- conducting extensive discussions and reconciliations with suppliers of Raw Chassis and in some instances their floor plan financiers;
- conducting extensive discussions with Finished Product Dealers;

- engaging with the warehousing parties in respect of their liens;
- assisting in communications with key stakeholders, including former employees, dealers, customers, landlords and suppliers, and where applicable, making appropriate arrangements for go-forward services;
- arranging for accounting records to be updated through the Receivership Date;
- liaising with EHGNA's insurance broker to arrange for continued coverage for the Property;
- communicating with Osler on numerous matters relating to the Receivership Proceedings;
- communicating with counsel to American Fastbacks regarding outstanding Jeep inventory and certain outstanding lemon law arbitration cases in the United States;
- providing regular updates to Corner Flag and consulting with Corner Flag and its counsel as deemed appropriate;
- establishing and maintaining the Case Website; and
- preparing the Sales Process and this First Report and bringing this motion.

**9.0 CONCLUSIONS AND RECOMMENDATIONS**

9.1 Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief sought in the Receiver's Notice of Motion and described in paragraph 1.4(e) of this First Report.



All of which is respectfully submitted this 20<sup>th</sup> day of March, 2019.

**Alvarez & Marsal Canada Inc., in its capacity as Receiver and Manager of  
Erwin Hymer Group North America, Inc., and not in its personal capacity**



Per: Alan J. Hutchens  
Senior Vice-President



Per: Stephen Ferguson  
Senior Vice-President

# TAB C

**APPENDIX “C”**

**Sale Process Order dated March 27, 2019**

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR. )

WEDNESDAY, THE 27<sup>th</sup>

JUSTICE PENNY )

DAY OF MARCH, 2019

B E T W E E N:



CORNER FLAG LLC

Applicant

– and –

ERWIN HYMER GROUP NORTH AMERICA, INC.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**ORDER  
(Approval of Sales Process)**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager (the “**Receiver**”) without security of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**”), for an Order approving the Sales Process (defined below) and granting related relief was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

**ON READING** the First Report of the Receiver dated March 20, 2019 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, Corner Flag LLC, and such

other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Waleed Malik affirmed March 20, 2019, filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record be and are hereby abridged and validated, and this motion is properly returnable today.

### **RECEIVER'S ACTIVITIES AND REPORT**

2. **THIS COURT ORDERS** that the First Report, and the activities and conduct of the Receiver described therein, be and are hereby approved.

### **SALES PROCESS**

3. **THIS COURT ORDERS** that the sales process described in Appendix "E" to the First Report (the "**Sales Process**") be and is hereby approved, *nunc pro tunc*.

4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to implement the Sales Process and do all such things as are necessary and desirable to conduct and give effect to the Sales Process, and to carry out its obligations therein.

5. **THIS COURT ORDERS** that the Receiver shall have no personal or corporate liability in connection with conducting the Sales Process, excepting any liability resulting from gross negligence or wilful misconduct.

6. **THIS COURT ORDERS** that, in connection with the Sales Process and pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or bidders and to their advisors, but only to the extent

desirable or required to negotiate and attempt to complete one or more sale transaction (each, a “**Transaction**”). Each prospective purchaser or bidder to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Receiver; or (ii) destroy all such information that is not electronically stored and, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser in any Transaction 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 EHGNA or the Receiver, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## GENERAL

7. **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.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

MAR 28 2019

PER / PAR: *RW*

CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER  
(Approval of Sales Process)**

**OSLER, HOSKIN & HARCOURT LLP**

Box 50

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Toronto, Ontario, Canada M5X 1B8

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Counsel for the Receiver

**TAB D**



**APPENDIX "D"**

**Affidavit of Alan J. Hutchens sworn June 10, 2019**

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**CORNER FLAG LLC**

**APPLICANT**

- and -

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

**RESPONDENT**

**AFFIDAVIT OF ALAN J. HUTCHENS  
(Sworn June 10, 2019)**

I, ALAN J. HUTCHENS, of the Town of Oakville, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of the financial advisory firm Alvarez & Marsal Canada Inc. (“**A&M**”), the Court appointed receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**”). As such, I have knowledge of the matters hereinafter deposed to.

2. A&M was appointed as Receiver pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019 (the “**Appointment Order**”). The Receiver retained Osler, Hoskin & Harcourt LLP (“**Osler**”) as its counsel in these proceedings.

3. Pursuant to paragraphs 19 and 20 of the Appointment Order, the Receiver and its legal counsel are entitled to be paid their reasonable fees and disbursements at their standard rates and charges, and are required to pass their accounts from time to time.

- 2 -

4. The efforts and activities of the Receiver are described in the First Report that the Receiver has filed with the Court prior to the date hereof in these proceedings, as well as the Receiver's Second Report to be filed in respect of the within motion for the passing of accounts.

5. Attached hereto and marked as **Exhibit "1"** to this my Affidavit is a summary (the "**A&M Accounts Summary**") of the invoices rendered by A&M (the "**A&M Accounts**", and collectively, the "**A&M Fees and Disbursements**") in respect of these proceedings for the period February 7, 2019 to May 18, 2019 (the "**A&M Application Period**"). The A&M Accounts include itemization and totals for services rendered by A&M personnel, a summary of which personnel and their hourly rates is attached hereto and marked as **Exhibit "2"** to this my Affidavit. Copies of the A&M Accounts, redacted for privileged, confidential and commercially sensitive information are attached hereto and marked as **Exhibit "3"**.

6. A&M expended a total of 2,870.7 hours in connection with this matter during the A&M Application Period, giving rise to fees and disbursements totalling Cdn\$1,752,149.76 comprised of fees of Cdn\$1,531,049.50, disbursements of Cdn\$19,796.78 and HST of Cdn\$201,303.48, all of which are outlined in the A&M Accounts Summary.

7. Osler, counsel to the Receiver ("**Receiver's Counsel**"), has rendered services throughout these proceedings in a manner consistent with the instructions of the Receiver.

8. The total fees for services and disbursements provided by Receiver's Counsel during the period February 10, 2019 to May 17, 2019 are Cdn\$1,016,320.43 (the "**Receiver's Counsel Fees and Disbursements**", together with the A&M Fees and Disbursements, the "**Receiver's Fees and Disbursements**", comprised of fees of Cdn\$893,479.60, disbursements of Cdn\$5,937.40, and HST of Cdn\$116,903.43. The services rendered by Receiver's Counsel are more particularly described in the affidavit of Tracy C. Sandler (and the Exhibits thereto) sworn June 10, 2019 in support of the Receiver's request for approval of the Receiver's Counsel Fees and Disbursements.

9. To the best of my knowledge, the rates charged by the Receiver and Receiver's Counsel are comparable to the rates charged for the provision of similar services by other large restructuring firms and law firms, and are fair and reasonable.


10. This Affidavit is sworn in connection with a motion by the Receiver to the have the Receiver's Fees and Disbursements in relation to these proceedings approved by this Court.

SWORN before me at the City of Toronto,  
in the Province of Ontario, on this 10<sup>th</sup>  
day of June, 2019.

Andrea Lockhart  
A Commissioner for taking affidavits  
Name: Andrea Lockhart

Alan J. Hutchens  
ALAN J. HUTCHENS

This is Exhibit "1" referred to in the  
affidavit of Alan J. Hutchens  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.

---

A Commissioner for Taking Affidavits  
Andrea Lockhart

**EXHIBIT "1"**  
**ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF**  
**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**(February 7, 2019 to May 18, 2019)**

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Invoice Period / Description</b>	<b>Total Hours</b>	<b>Fees</b>	<b>Disbursements</b>	<b>HST</b>	<b>Invoice Total (\$CAD)</b>
Invoice #1	February 19, 2019	February 7, 2019 to February 16, 2019	233.4	\$148,377.50	\$0.00	\$19,289.08	\$167,666.58
Invoice #2	February 25, 2019	February 17, 2019 to February 23, 2019	235.5	129,450.00	685.83	16,876.05	147,011.88
Invoice #3	March 5, 2019	February 24, 2019 to March 2, 2019	264.6	146,287.50	1,252.45	19,105.40	166,645.35
Invoice #4	March 13, 2019	March 3, 2019 to March 9, 2019	273.8	144,192.50	0.00	18,745.03	162,937.53
Invoice #5	March 19, 2019	March 10, 2019 to March 16, 2019	238.0	123,889.00	1,127.66	16,252.17	141,268.83
Invoice #6	March 26, 2019	March 17, 2019 to March 23, 2019	225.0	116,342.50	0.00	15,124.53	131,467.03
Invoice #7	April 2, 2019	March 24, 2019 to March 30, 2019	236.7	120,441.00	5,687.74	16,352.85	142,481.59
Invoice #8	April 10, 2019	March 31, 2019 to April 6, 2019	193.9	98,963.50	169.83	12,887.33	112,020.66
Invoice #9	April 17, 2019	April 7, 2019 to April 13, 2019	182.5	92,072.00	2,679.75	12,317.73	107,069.48
Invoice #10	April 23, 2019	April 14, 2019 to April 20, 2019	116.8	60,934.00	4,731.59	8,536.53	74,202.12
Invoice #11	April 29, 2019	April 21, 2019 to April 27, 2019	190.6	97,909.00	2,542.41	12,912.41	113,363.82
Invoice #12	May 7, 2019	April 28, 2019 to May 4, 2019	162.6	83,187.00	83.17	10,825.12	94,095.29
Invoice #13	May 17, 2019	May 5, 2019 to May 11, 2019	171.8	90,557.50	511.35	11,838.95	102,907.80
Invoice #14	May 22, 2109	May 12, 2019 to May 18, 2019	145.5	78,446.50	325.00	10,240.30	89,011.80
<b>TOTAL</b>			<b>2,870.7</b>	<b>\$1,531,049.50</b>	<b>\$19,796.78</b>	<b>\$201,303.48</b>	<b>\$1,752,149.76</b>

This is Exhibit "2" referred to in the  
affidavit of Alan J. Hutchens  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.

Andre Lockhart  
A Commissioner for Taking Affidavits  
Andre Lockhart

**EXHIBIT "2"**  
**ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF**  
**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**(February 7, 2019 to May 18, 2019)**

<b>Staff Member</b>	<b>Title</b>	<b>Total Hours</b>	<b>Rate (\$CAD)</b>	<b>Amount Invoiced (\$CAD)</b>
Douglas McIntosh	Managing Director	16.9	\$945.00	\$15,970.50
Alan Hutchens	Managing Director	262.8	875.00	229,950.00
Stephen Ferguson	Managing Director	549.7	760.00	417,772.00
Lauren Benson	Director	583.7	510.00	297,687.00
Nate Fennema	Associate	767.6	450.00	345,420.00
Audrey Singels-Ludvik	Associate	121.8	325.00	39,585.00
John-Luke Ip	Analyst	568.2	325.00	184,665.00
<b>Total Fees (excl. Disbursements and HST)</b>		<b>2,870.7</b>	<b>Avg Rate \$533.34</b>	<b>\$1,531,049.50</b>



CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

---

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

---

**AFFIDAVIT OF ALAN J. HUTCHENS**  
**(Sworn June 10, 2019)**

---

**OSLER, HOSKIN & HARCOURT LLP**  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

Tracy C. Sandler (LSO# 32443N)  
Tel: 416.862.5890

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Tel: 416.862.4923  
Fax: 416.862.6666

Counsel for the Receiver

# TAB E

**APPENDIX "E"**

**Affidavit of Tracy C. Sandler sworn June 10, 2019**

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**AFFIDAVIT OF TRACY C. SANDLER**

**(Sworn June 10, 2019)**

I, Tracy C. Sandler, of the City of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY:


1. I am a partner at the law firm of Osler, Hoskin & Harcourt LLP (“**Osler**”), counsel to Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager of Erwin Hymer Group North America, Inc. (in such capacity, the “**Receiver**”). The Receiver retained Osler as its counsel in this matter. I am the partner responsible for the services rendered to the Receiver discussed below. Therefore, I have knowledge of the matters deposed to herein.
2. This affidavit is made in support of a motion by the Receiver seeking, among other things, approval of the fees and disbursements of Osler in its capacity as legal counsel for the Receiver for the period from February 10, 2019 through May 17, 2019.

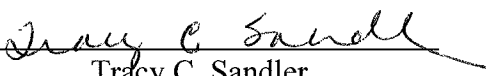
3. Attached as **Exhibit "A"** is a summary of the invoices rendered by Osler (the "**Osler Invoices**") for services rendered to the Receiver for the period from February 10, 2019 to May 17, 2019 (the "**Billing Period**"). Attached as **Exhibit "B"** is a sheet that sets out information regarding the Osler personnel who rendered services during the Billing Period, including the names, year of call, total time expended and hourly rate for all professionals, as well as an average hourly rate of the Osler personnel who rendered services in this matter. Copies of the Osler Invoices, which have been redacted for privileged, confidential and commercially sensitive information, are attached as **Exhibit "C"**. The Osler Invoices disclose in detail (i) the name, hourly rate and time expended of each person who rendered services; (ii) the dates on which the services were rendered; (iii) the time expended each day; and (iv) the total charges for each of the categories of services rendered for the relevant time period.

4. During the Billing Period, the total fees billed by Osler were Cdn\$893,479.60 plus disbursements of Cdn\$5,937.40 and applicable taxes of Cdn\$116,903.43 for an aggregate amount of Cdn\$1,016,320.43.

5. I have been actively involved in this matter. I have reviewed the Osler Invoices and consider the time expended and legal fees charged to be fair and reasonable for the services performed and consistent with prevailing market rates for legal services.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, this  
10<sup>th</sup> day of June, 2019.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
Andrea Lockhart

  
\_\_\_\_\_  
Tracy C. Sandler

This is Exhibit "A" referred to in the  
affidavit of Tracy C. Sandler  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.

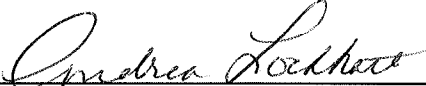


\_\_\_\_\_  
A Commissioner for Taking Affidavits  
Andrea Lockhart

## Exhibit "A" to Affidavit of Tracy C. Sandler sworn June 10, 2019

Invoice No.	Invoice Date	Total Hours	Fees	Disbursements	HST	Invoice Total (\$CAD)
12253524	February 25, 2019	155.3	\$109,876.30	\$614.07	\$14,363.75	\$124,854.12
12261377	March 4, 2019	73.5	\$54,050.40	\$216.10	\$7,054.64	\$61,321.14
12262497	March 12, 2019	105.5	\$65,142.50	\$141.15	\$8,486.88	\$73,770.53
12262815	March 21, 2019	233.6	\$149,082.20	\$2,329.05	\$19,683.46	\$171,094.71
12263262	March 28, 2019	124.6	\$76,738.20	\$507.70	\$10,041.97	\$87,287.87
12272587	April 11, 2019	131.7	\$106,682.00	\$681.20	\$13,957.22	\$121,320.42
12273347	April 30, 2019	206.7	\$146,739.00	\$769.61	\$19,176.12	\$166,684.73
12281480	May 7, 2019	82.9	\$57,256.00	\$235.12	\$7,453.05	\$64,944.17
12283631	May 15, 2019	80.7	\$64,184.50	\$302.65	\$8,383.33	\$72,870.48
12283853	May 22, 2019	83.2	\$63,728.50	\$140.75	\$8,303.01	\$72,172.26
<b>Total</b>		1277.7	\$893,479.60	\$5,937.40	\$116,903.43	\$1,016,320.43

This is Exhibit "B" referred to in the  
affidavit of Tracy C. Sandler  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
Andrea Lockhart



## Exhibit "B" to Affidavit of Tracy C. Sandler sworn June 10, 2019

	Title	Year of Call	Area of Practice	Total Hours	Hourly Rate (\$CAD)	Amount Invoiced (\$CAD)
Tracy Sandler	Partner	1991 (ON)	Insolvency & Restructuring	321.4	\$1,010	\$324,614
Jeremy Dacks	Partner	1999 (ON)	Litigation	48.2	\$905	\$43,621
Shelley W. Obal	Partner	1985 (ON)	Research	28.1	\$1,045	\$29,364.50
Sven C. Poysa	Partner	2006 (ON)	Employment & Labour		\$800	\$28,480
Lisa Mantello	Partner	2003 (ON)	Banking & Financial Services	1.4	\$865	\$1,211
Andrew Herr	Partner	1997 (ON) 2000 (NY) 2001 (England and Wales)	Banking & Financial Services	6.4	\$1,175	\$7,520
Roger Gillott	Partner	1996 (ON)	Litigation	0.3	\$905	\$271.5
Lauren M. Tomasich	Partner	2008 (ON)	Litigation	19	\$750	\$14,250
Greg Wylie	Partner	1992 (ON)	Tax	6.4	\$1,035	\$6,624
Lynne Lacoursiere	Partner	2003 (NY) 2013 (ON)	Corporate	0.4	\$955	\$382
Kelly L. Moffatt	Partner	1992 (ON)	Franchise & Distribution	3	\$945	\$2,835

	<b>Title</b>	<b>Year of Call</b>	<b>Area of Practice</b>	<b>Total Hours</b>	<b>Hourly Rate (\$CAD)</b>	<b>Amount Invoiced (\$CAD)</b>
Ryan H. Nielsen	Partner	2009 (ON)	Real Estate	11.1	\$750	\$8,325
Stéphane Eljarrat	Partner	1994 (Quebec)  2011 (ON)	Litigation	18.2	\$1,150	\$20,930
Andréa M. Lockhart	Counsel	2008 (ON)	Insolvency & Restructuring	85.7	\$700	\$59,990
Summer Danakas	Associate	2018 (ON)	Employment & Labour	1.8	\$430	\$774
Allison Di Cesare	Associate	2015 (ON)	Employment & Labour	5.3	\$600	\$3,180
Justine Erickson	Associate	2016 (ON)	Insolvency & Restructuring	422.8	\$535	\$226,198
Waleed Malik	Associate	2015 (ON)	Litigation	29.5	\$535	\$15,782.50
Timothy Mitchell	Associate	2011 (ON)	Research	53	\$655	\$34,715
Jason Pearlstein	Associate	2014 (ON)	Banking & Financial Services	0.7	\$620	\$434
Jeff St. Aubin	Associate	2014 (ON)	Construction	10.4	\$595	\$6,188
Miju Damodar	Associate	2016 (Alberta)	Banking & Financial Services	4.4	\$706	\$3,106.4
Jonathan Marin	Associate	2011 (ON)	Pensions & Benefits	4.3	\$665	\$2,859.5
Elie Farkas	Associate	2018 (ON)	Litigation	1.1	\$450	\$495
Melanie Simon	Associate	2017 (ON)	Employment & Labour	3.7	\$495	\$1,831.5

	<b>Title</b>	<b>Year of Call</b>	<b>Area of Practice</b>	<b>Total Hours</b>	<b>Hourly Rate (\$CAD)</b>	<b>Amount Invoiced (\$CAD)</b>
Sarah Sharp	Associate	2018 (ON)	Real Estate	5.6	\$450	\$2,520
Jake Schmidt	Articling Student	N/A	N/A	96.5	\$375	\$27,647
Jonathan Lau	Articling Student	N/A	N/A	27.5	\$280	\$7,700
Clark P. Holden	Patent Agent	N/A	Intellectual Property	7	\$505	\$3,535
Lisa Gidari	Paraprofessional	N/A	N/A	8.9	\$380	\$3,382
Keziah Opoku-Frimpong	Paraprofessional	N/A	N/A	1.5	\$409	\$614.7
Julie Verconich	Paraprofessional	N/A	N/A	3.4	\$245	\$833
Elizabeth E. Buchanan	Paraprofessional	N/A	N/A	2.6	\$245	\$637
Kevin MacEachern	Paraprofessional	N/A	N/A	1	\$190	\$190
Lorna Storm	Paraprofessional	N/A	N/A	1.5	\$250	\$375
Corporate Searches Fixed Fees	N/A	N/A	N/A	N/A	N/A	\$1,764
Trademark Searches	N/A	N/A	N/A	N/A	N/A	\$300
<b>Total</b>				1277.7	<b>Average Rate: \$646</b>	\$893,479.60

This is Exhibit "C" referred to in the  
affidavit of Tracy C. Sandler  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.



---

A Commissioner for Taking Affidavits  
*Andrea Lockhart*

CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

---

**AFFIDAVIT OF TRACY C. SANDLER  
(Sworn June 10, 2019)**

---

**OSLER, HOSKIN & HARCOURT LLP**

Box 50, 1 First Canadian Place  
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Tracy C. Sandler (LSO# 32443N)  
Tel: 416.862.5890

Jeremy Dacks (LSO# 41851R)  
Tel: 416.862.4923  
Fax: 416.862.6666

Counsel for the Receiver

# TAB F

**APPENDIX “F”**

**Roadtrek APA**

## **ASSET PURCHASE AGREEMENT**

**ALVAREZ & MARSAL CANADA INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF  
ERWIN HYMER GROUP NORTH AMERICA, INC.,  
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

**as Receiver**

**- and -**

**RT ACQUISITION CORP.**

**as Buyer**

**- and -**

**VDL PARTICIPATION SAS**

**as Guarantor**



ARTICLE 1 INTERPRETATION.....	2
1.1    Definitions.....	2
1.2    Statutes.....	13
1.3    Headings and Table of Contents.....	13
1.4    Gender and Number.....	13
1.5    Currency.....	13
1.6    Invalidity of Provisions.....	13
1.7    Entire Agreement.....	13
1.8    Waiver, Amendment.....	14
1.9    Governing Law; Jurisdiction and Venue.....	14
1.10   Schedules.....	14
 ARTICLE 2 PURCHASE AND SALE.....	 15
2.1    Agreement to Purchase and Sell the Purchased Assets.....	15
2.2    Excluded Assets.....	17
2.3    Assumption of Liabilities.....	20
2.4    Excluded Liabilities.....	21
2.5    Assignment of Purchased Assets.....	22
 ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS.....	 23
3.1    Purchase Price.....	23
3.2    Purchase Price Adjustment.....	23
3.3    Purchase Price Allocation.....	23
3.4    Satisfaction of Purchase Price.....	24
3.5    Deposit.....	24
 ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE RECEIVER.....	 24
4.1    Due Authorization and Enforceability of Obligations.....	25
4.2    Residence of the Company and the Receiver.....	25
4.3    Taxes.....	25
4.4    Employees.....	25
 ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER.....	 25
5.1    Corporate Existence.....	25
5.2    Residence of the Buyer.....	25
5.3    Financial Ability.....	26
5.4    Absence of Conflicts.....	26
5.5    Due Authorization and Enforceability of Obligations.....	26
5.6    Approvals and Consents.....	26
5.7    Taxes.....	27
5.8    Litigation.....	27
5.9    Personal Information.....	27
5.10   As Is, Where Is.....	27
 ARTICLE 6 CONDITIONS.....	 30
6.1    Conditions for the Benefit of the Buyer and the Receiver.....	30
6.2    Conditions for the Benefit of the Buyer.....	30
6.3    Conditions for the Benefit of the Receiver.....	31

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
<b>ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES</b> .....	31
7.1 Access to Information .....	31
7.2 Books and Records .....	32
7.3 Approvals and Consents .....	32
7.4 Warranties .....	33
7.5 Covenants Relating to this Agreement .....	33
7.6 Release; Acknowledgements; Indemnity.....	34
7.7 Employee Matters .....	34
7.8 Tax Matters .....	35
7.9 Certain Payments or Instruments Received from Third Persons .....	37
7.10 Intellectual Property Matters.....	37
7.11 Notice of Certain Events .....	37
7.12 Risk of Loss .....	38
7.13 Transition Services.....	38
<b>ARTICLE 8 COURT ORDERS</b> .....	38
8.1 Court Orders.....	38
<b>ARTICLE 9 TERMINATION</b> .....	38
9.1 Termination.....	38
9.2 Effect of Termination.....	39
<b>ARTICLE 10 CLOSING</b> .....	39
10.1 Location of the Closing.....	39
10.2 Receiver’s Deliveries at Closing.....	39
10.3 Buyer’s Deliveries at Closing .....	40
10.4 Possession of Assets .....	41
10.5 Receiver’s Certificate.....	41
<b>ARTICLE 11 GENERAL MATTERS</b> .....	41
11.1 Confidentiality .....	41
11.2 Public Notices .....	42
11.3 Survival .....	42
11.4 Guarantee .....	42
11.5 Expenses .....	43
11.6 Non-Recourse .....	43
11.7 Assignment; Binding Effect.....	43
11.8 Notices .....	43
11.9 Counterparts; Facsimile Signatures .....	44
11.10 Language.....	44

## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of May 31, 2019.

**AMONG:**

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Court-appointed receiver and manager over all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Company**”), and not in its personal or corporate capacity (the “**Receiver**”)

- and -

**RT ACQUISITION CORP.**, a corporation governed by the laws of Ontario (the “**Buyer**”)

- and -

**VDL PARTICIPATION SAS**, a corporation (société par actions simplifiée) governed by the laws of France (the “**Guarantor**”)

**RECITALS:**

- A. The Company carried on the business of manufacturing, distribution and advertising of caravan and motorhome models in Canada and the United States (the “**Business**”).
- B. The Receiver was appointed as receiver and manager over all of the assets, undertakings and properties of the Company pursuant to and in accordance with the terms of the Appointment Order issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019 (Court File No: CV-19-614593-00CL) (the “**Appointment Order**”), which included the power to sell all the Company’s right, title and interest in and to all assets, undertakings and properties owned or used or held for use by the Company in connection with the Business (collectively, the “**Property**”).
- C. On March 27, 2019, the Court granted an Order (the “**Sale Process Order**”) which, among other things, approved *nunc pro tunc* a sale process to identify one or more purchasers of all of the Property, or any portion thereof, as a going concern or otherwise (the “**Sale Process**”).
- D. Pursuant to the Sale Process and the Sale Process Order, the Receiver wishes to sell to the Buyer, and the Buyer wishes to purchase from the Receiver, certain of the Property used by the Company in connection with the portion of the Business related to the manufacturing, distribution and advertising of the “Roadtrek” style and branded motorhome models in Canada and the United States (collectively, the “**Acquired Business**”), and the Buyer further wish to assume from the Receiver the Assumed Liabilities (as defined below), subject to the terms and conditions of this Agreement.
- E. The Guarantor has agreed to guarantee the payment and performance of the obligations of the Buyer under this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement,

- (a) **“Accounts Receivable”** means accounts receivable, bills receivable, trade accounts, holdbacks, retention and book debts recorded as receivables in the books and records of the Company, insurance claims due or accruing relating to the Business and other amounts due or deemed to be due to the Company relating to the Business including refunds and rebates receivable and including any loans or debts due prior to the Closing Date from any Person to the Company, in each case, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits.
- (b) **“Acquired Business”** has the meaning given to such term in the Recitals.
- (c) **“Acquired Inventory”** has the meaning given to such term in Section 2.1(a).
- (d) **“affiliate”** of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose.
- (e) **“Agreement”** means this Asset Purchase Agreement, including the preamble and Recitals and all Schedules attached hereto, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Asset Purchase Agreement, and unless otherwise indicated, references to Articles and Sections are to Articles and Sections in this Asset Purchase Agreement.
- (f) **“Allocation Statement”** has the meaning given to such term in Section 3.3.
- (g) **“Applicable Law”** means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them)

law (including without limitation the common law), statute, ordinance, rule, regulation, restriction, standard, by-law (zoning or otherwise), judgment, Order, direction or any consent, exemption, Governmental Authorizations, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the Receiver, the Buyer, the Acquired Business, or any of the Purchased Assets or the Assumed Liabilities.

- (h) “**Appointment Order**” has the meaning given to such term in the Recitals.
- (i) “**Approval and Vesting Order**” means an order granted by the Court, in substantially the form attached as Schedule 1.1(i) or as otherwise in form and substance satisfactory to the Receiver, the Buyer and Corner Flag, each acting in a commercially reasonable manner.
- (j) “**Assumed Liabilities**” has the meaning given to such term in Section 2.3.
- (k) “**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).
- (l) “**Business**” has the meaning given to such term in the Recitals.
- (m) “**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours.
- (n) “**Buyer**” has the meaning given to such term in the preamble to this Agreement.
- (o) “**Buyer Benefit Plans**” has the meaning given to such term in Section 7.7(b).
- (p) “**Buyer Warranty**” shall have the meaning set out in Section 7.4.
- (q) “**Cambridge Deposit**” means the \$150,000 deposit paid by the Company to the Landlord pursuant to the Real Property Lease.
- (r) “**Cambridge Facility**” means the Company’s facility located at 20 Tyler Street, Cambridge, Ontario.
- (s) “**Cash and Cash Equivalents**” means cash, bank balances, monies in possession of banks and other depositories, term or time deposits, marketable securities, short term investments, funds, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents of, owned or held by the Receiver or for the account of the Company.
- (t) “**Claims**” includes all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional

fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

- (u) “**Closing**” means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.
- (v) “**Closing Date**” means the date on which Closing occurs, which date shall be the Target Closing Date or such other date agreed to by the Receiver and the Buyer in writing, but in no event later than the Sunset Date.
- (w) “**Closing Documents**” means all contracts, agreements, certificates and instruments required by this Agreement to be delivered by or on behalf of a Party at or before the Closing.
- (x) “**Company**” has the meaning given to such term in the preamble to this Agreement.
- (y) “**Confidential Information**” means non-public, confidential, personal or proprietary information which is provided, furnished or otherwise made available to the Buyer (including, without limitation, its employees, representatives or advisors) by the Receiver or by any of the Receiver’s representatives, including, without limitation, information about identifiable individuals, any information relating to the Company and its affiliates, or any customer or supplier of the Company, but does not include information that is or becomes generally available to the public other than as a result of disclosure by the Buyer or its representatives in breach of this Agreement or the Confidentiality Agreement or that is received by the Buyer from an independent third party that, to the knowledge of the Buyer, after good faith inquiry, obtained it lawfully and was under no duty of confidentiality (except to the extent that applicable privacy laws do not exclude such information from the definition of “personal information”) or that is independently developed by the Buyer’s employees, representatives or advisors without access or reference to any Confidential Information.
- (z) “**Confidentiality Agreement**” means the confidentiality, non-disclosure and non-use agreement between Rapido Group and the Receiver dated March 5, 2019.
- (aa) “**Construction Liens**” means the liens registered against the Real Property Lease and more particularly listed on Schedule 1.1(aa), to be vacated from the Leased Property pursuant to the Approval and Vesting Order.
- (bb) “**Contracts**” means contracts, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Company or the Receiver is a party or by which the Company or the Receiver is bound or under which the Company or the Receiver has, or will have, any right or any liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business or the

Purchased Assets and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees.

- (cc) “**Corner Flag**” means Corner Flag LLC.
- (dd) “**Court**” has the meaning given to such term in the Recitals.
- (ee) “**Cure Costs**” has the meaning given to such term in Section 2.3(a).
- (ff) “**Deposit**” means the amount of \$ [REDACTED] delivered by the Buyer to the Receiver in accordance with the Sale Process.
- (gg) “**Dust Silo Installation**” has the meaning given to such term in Section 2.5(e).
- (hh) “**Employee Plans**” means any written or oral plan, arrangement, agreement, program, policy, practice or undertaking that provides any employee benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plan, program, arrangement or practice, in each case: (i) which was maintained for the benefit of Employees or former Employees and their dependents or beneficiaries immediately prior to commencement of the Receivership Proceedings; or (ii) pursuant to which the Company participates or has, or will have, any liability or contingent liability.
- (ii) “**Employees**” means any and all (i) Employees of the Company who were actively at work immediately prior to the commencement of the Receivership Proceedings and whose employment was terminated pursuant to the Appointment Order (including full-time, part-time or temporary employees); and (ii) Employees of the Company who were on statutory or approved leaves of absence (including maternity leave, parental leave, short-term or long-term disability leave, workers’ compensation and other statutory leaves) immediately prior to the commencement of the Receivership Proceedings and whose employment was terminated pursuant to the Appointment Order.
- (jj) “**Employees of the Company**” means all former officers, employees, individual consultants and service providers who were employed by the Company or any predecessors of the Company, whether on a full-time or part-time basis.
- (kk) “**Encumbrance**” means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including construction liens), executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, including any and all Court ordered charges granted in the Receivership Proceedings.

- (ll) “**Environment**” means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water, land surface, soil and subsurface strata.
- (mm) “**Environmental Approvals**” means permits, certificates, licences, authorizations, consents, agreements, instructions, directions, registrations or approvals required by a Governmental Authority pursuant to an Environmental Law relating to the Acquired Business or the Purchased Assets.
- (nn) “**Environmental Law**” means Applicable Laws relating to the protection of human health and the Environment, and includes Applicable Laws relating to the storage, generation, use, handling, manufacture, processing, transportation, treatment, Release, remediation, management and disposal of Hazardous Substances;
- (oo) “**Excluded Assets**” has the meaning given to such term in Section 2.2.
- (pp) “**Excluded Contracts**” has the meaning given to such term in Section 2.2(i).
- (qq) “**Excluded Fixed Assets**” has the meaning given to such term in Section 2.2(f).
- (rr) “**Excluded Liabilities**” has the meaning given to such term in Section 2.4.
- (ss) “**Excluded RV Inventory**” means all of the Company’s class B recreational vehicle inventory, including all raw chassis, work in progress and finished product recreational vehicles, wherever situated and in whatever condition, other than the Acquired Inventory.
- (tt) “**Excluded Warranty Vehicles**” means all of the vehicles listed on Schedule 1.1(tt).
- (uu) “**Final**” with respect to any order of any court of competent jurisdiction, means that at the relevant time or date, such order has not been vacated, stayed, amended, reversed or modified, as to which no appeal or application for leave to appeal therefrom has been filed, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of.
- (vv) “**Funding Facility**” means the facility provided by Corner Flag to the Receiver pursuant to the Term Sheet to fund the costs of the Receivership Proceedings.
- (ww) “**General Assignments and Bills of Sale**” means the general assignments and bills of sale providing for transfer of the Purchased Assets, in a form reasonably satisfactory to each of the Receiver and the Buyer.
- (xx) “**Governmental Authority**” means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority, governmental department, agency, commission, board, tribunal, bureau, ministry, court, system operator, judicial body, arbitral body or other law, rule or regulation-making entity, or any entity, officer, inspector, investigator or



examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case:

- (i) having jurisdiction over the Receiver, the Buyer, the Company, the Acquired Business, Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality, or other geographical or political subdivision thereof; or
  - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power.
- (yy) “**Governmental Authorizations**” means authorizations, approvals (including the Environmental Approvals), plans, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, registrations or other rights issued to or required by the Receiver or the Company, as applicable, relating to the Acquired Business or any of the Purchased Assets by or from any Governmental Authority.
- (zz) “**GST and HST Legislation**” means Part IX of the *Excise Tax Act* (Canada).
- (aaa) “**GST/HST Certificate, Undertaking and Indemnity**” has the meaning given to such term in Section 7.8(g).
- (bbb) “**Guaranteed Obligations**” has the meaning given to such term in Section 11.4.
- (ccc) “**Guarantor**” has the meaning given to such term in the preamble to this Agreement.
- (ddd) “**Hazardous Substances**” means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, dangerous substances or dangerous goods regulated by or under Environmental Laws.
- (eee) “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”.
- (fff) “**Insolvency Proceedings**” means any action, application, petition, suit or other proceeding under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, for the relief from or otherwise affecting creditors of the Company, including, without limitation, under the BIA (including the Receivership Proceedings), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the *Canada Business Corporations Act* or United States Bankruptcy Code by, against or in respect of the Company.
- (ggg) “**Intellectual Property**” means any and all intellectual property and industrial property and all rights, interests and protections that are associated therewith, however arising, under the laws of any jurisdiction throughout the world, whether

registered or unregistered, including, without limitation, any and all: (i) trademarks, trade names, service marks, certification marks, brand names, logos, trade dress and other similar indicators of source, including all applications for the registration and renewal thereof, as well as the goodwill associated with all of the foregoing and the business symbolized thereby; (ii) all past and present business names, corporate names, website and domain names, website addresses, web pages and all of the content in relation to the Acquired Business or otherwise related thereto or connected therewith; (iii) works of authorship, recordings and designs, whether or not copyrightable, including copyrights, moral rights, and all registrations, applications for registration and renewals of such copyrights; (iv) industrial designs and applications for registration industrial designs and industrial design rights, design patents and industrial design registrations; (v) inventions, discoveries, trade secrets, systems, formulae, business and technical information, know-how, databases, data collections and other confidential and proprietary information, including all rights therein; (vi) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other indicia of invention ownership (including inventor's certificates and patent utility models); (vii) software, source code, integrated circuit topographies, technological processes and mask works technology; (viii) rights to any royalties, fees, income, payments or other proceeds now or hereafter due or payable with respect to any or all of the foregoing; (ix) rights to any action, proceeding, application, claims for damage, accounting, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default in connection with or related to any of the foregoing, with the right to sue for legal or equitable relief, and to receive and retain any relief, proceeds or damages.

- (hhh) **“IP Assignment and Assumption Agreements”** means the intellectual property assignment and assumption agreements for the Purchased IP which forms part of the Purchased Assets, in a form reasonably satisfactory to each of the Receiver and the Buyer.
- (iii) **“IP License Agreements”** means all intellectual property licensing agreements between the Company and one or more of its affiliates, including Hymer GmbH & Co. KG and Carado GmbH, relating to the “Hymer”, “Sunlight” and “Carado” trademarks and brands and associated Intellectual Property.
- (jjj) **“IT Assets”** has the meaning given to such term in Section 2.1(f).
- (kkk) **“IT Assignment and Assumption Agreements”** means any assignment and assumption agreements for the IT Contracts which form part of the Purchased Assets, in a form reasonably satisfactory to each of the Receiver and the Buyer.
- (lll) **“IT Contracts”** shall mean any Contracts relating to the IT Assets.
- (mmm) **“Landlord”** means the landlord under the Real Property Lease.

- (nnn) **“Lease Assignment and Assumption Agreement”** means the lease assignment and assumption agreement for the Real Property Lease, in a form reasonably satisfactory to each of the Receiver and the Buyer.
- (ooo) **“Leased Property”** means the real or immovable property subject to the Real Property Lease and containing the Premises, and includes the Landlord’s freehold or other ownership interest, or ground leasehold interest therein.
- (ppp) **“Material Adverse Effect”** any change, event, violation, inaccuracy, circumstance or effect that is or could reasonably be expected to be materially adverse to the Acquired Business or the results of operations of the Acquired Business, except any change, event, violation, inaccuracy, circumstance or effect resulting from or relating to: (a) any change in generally accepted accounting principles (including the International Financial Reporting Standards) as applied in the relevant jurisdiction, (b) any matter which has, prior to the date hereof, been disclosed in writing to the Buyer, (c) any change in commodity prices or in currency exchange rates, (d) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic, business, regulatory, political or market conditions or in national or global financial or capital markets, (e) the failure, in and of itself, of the Company to meet any internal or public projections, forecasts or estimates of revenues, production or earnings, (f) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated by this Agreement, (g) any action taken (or omitted to be taken) by the Receiver that is permitted under this Agreement or consented to by the Buyer or (h) the pendency of the Receivership Proceedings and any action approved by, or motion made before, the Court.
- (qqq) **“New Hires”** has the meaning given to such term in Section 7.7(a).
- (rrr) **“Off-Title Compliance Matters”** means open permits or files, work orders, Orders, deficiency notices, directives, notices of violation, non-compliance and/or complaint and/or other outstanding matters or matters of non-compliance with the zoning and/or other requirements of any Governmental Authorities or any open building permits.
- (sss) **“Order”** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.
- (ttt) **“Parties”** means the Receiver, the Buyer and the Guarantor collectively, and **“Party”** means either the Receiver, the Buyer, or the Guarantor, as the context requires.
- (uuu) **“Permitted Encumbrances”** means, except to the extent otherwise provided in the Approval and Vesting Order:
  - (i) Encumbrances given by the Company as security to a public utility or any Governmental Authority when required in the ordinary course of the

Business but only insofar as they relate to any amounts not due as at the Closing Date;

- (ii) reservations, limitations, provisos and conditions, if any, expressed in any original grants of land from the Crown and any statutory limitations, exceptions, reservations and qualifications;
- (iii) statutory liens for current property Taxes, assessments or other governmental charges not yet due and payable;
- (iv) Encumbrances for charges for electricity, power, gas, water and other services and utilities in connection with the Property that have accrued but are not yet due and owing;
- (v) the provisions of all Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Property;
- (vi) all Off-Title Compliance Matters;
- (vii) all instruments which are registered against title to a Leased Property;
- (viii) all Encumbrances permitted by this Agreement or caused by the Buyer or its affiliates, agents, or representatives;
- (ix) the Encumbrances and other rights in favour of the Landlord contained in the Real Property Lease;
- (x) the Encumbrances which the Real Property Lease and/or any Leased Property are stated to be subject to or bound by pursuant to the terms of the Real Property Lease;
- (xi) any ground lease, head lease or other lease which is superior to the Real Property Lease (each a “**Head Lease**”), any Encumbrances or other rights in favour of the applicable landlord contained in any Head Lease, and any Encumbrances which the Head Leases and/or leasehold interests created thereby are stated to be subject to or bound by pursuant to the terms of the applicable Head Lease;
- (xii) Encumbrances encumbering the intervening leasehold interest pursuant to a Head Lease; and
- (xiii) all Encumbrances affecting a Landlord’s freehold interest in any Leased Property;

For greater certainty, Permitted Encumbrances shall not include any of the security interests listed on Schedule 1.1(uuu), and each such interest shall be vested from the Purchased Assets pursuant to the Approval and Vesting Order and the Purchased Assets shall be transferred to the Buyer free and clear of all such security interests.

- (vvv) “**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity, however designated or constituted.
- (www) “**Personal Information**” means information about an identifiable individual in the possession or under the control of the Receiver.
- (xxx) “**Post-Closing Tax Period**” has the meaning given to such term in Section 7.8(b).
- (yyy) “**Pre-Closing Tax Period**” has the meaning given to such term in Section 7.8(b).
- (zzz) “**Premises**” means the lands and premises which are leased to the Company pursuant to the Real Property Lease.
- (aaaa) “**Property**” has the meaning given to such term in the Recitals.
- (bbbb) “**Purchase Price**” has the meaning given to such term in Section 3.1.
- (cccc) “**Purchased Assets**” has the meaning given to such term in Section 2.1.
- (dddd) “**Purchased IP**” has the meaning given to such term in Section 2.1(e).
- (eeee) “**Raw Material and Spare Parts Inventory**” has the meaning given to such term in Section 2.1(a)(ii).
- (ffff) “**Real Property Lease**” has the meaning given to such term in Section 2.1(d).
- (gggg) “**Receiver**” has the meaning given to such term in the preamble to this Agreement.
- (hhhh) “**Receiver’s Certificate**” means the certificate to be filed with the Court by the Receiver certifying that (i) the Buyer has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date, (ii) the conditions to Closing set forth in this Agreement have been satisfied or waived by the Receiver and the Buyer, as applicable and (iii) the sale transaction contemplated by this Agreement has been completed to the satisfaction of the Receiver.
- (iiii) “**Receivership Proceedings**” means the proceedings commenced under the BIA and the *Courts of Justice Act* (Ontario) against the Company pursuant to the Appointment Order (Court File No: CV-19-614593-00CL).
- (jjjj) “**Release**” has the meaning prescribed in any Environmental Law and includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction.
- (kkkk) “**Restricted Rights**” has the meaning given to such term in Section 2.5(a).

- (llll) “**RT Acquisition**” has the meaning given to such term in the preamble to this Agreement.
- (mmmm) “**RV Inventory**” has the meaning given to such term in Section 2.1(a)(i).
- (nnnn) “**Sunset Date**” means July 5, 2019 or such other date agreed to by the Receiver, Corner Flag and the Buyer in writing.
- (oooo) “**Target Closing Date**” means June 28, 2019, unless otherwise agreed by the Parties.
- (pppp) “**Tax**” and “**Taxes**” includes:
- (i) taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario and other government pension plan premiums or contributions; and
  - (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.
- (qqqq) “**Tax Credit**” has the meaning given to such term in Section 7.8(d).
- (rrrr) “**Temporary Employees**” means the Employees retained by the Receiver on a temporary basis to assist the Receiver during the Receivership Proceedings pursuant to and in accordance with the Appointment Order.
- (ssss) “**Tenant Inducements**” means the balance of the unpaid Allowance (as defined in Schedule C to the Real Property Lease).
- (tttt) “**Term Sheet**” means the term sheet entered into between Corner Flag and the Receiver, dated February 15, 2019, approved in the Appointment Order, as amended on March 15, 2019, April 8, 2019, April 12, 2019, April 19, 2019, May 16, 2019, May 24, 2019 and May 31, 2019 and as may be further amended, restated, supplemented or modified from time to time, to provide the terms of the Funding Facility.

(uuuu) “**Transition Services Agreement**” has the meaning given to such term in Section 7.13.

(vvvv) “**Warranty Issue**” has the meaning given to such term in Section 3.2.

## **1.2 Statutes**

Unless specified otherwise, reference in this Agreement to a statute refers to that statute and the regulations thereunder as they may be amended, or to any restated or successor legislation of comparable effect.

## **1.3 Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

## **1.4 Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.

## **1.5 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

## **1.6 Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any one provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Upon such a determination of invalidity or unenforceability, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

## **1.7 Entire Agreement**

This Agreement, the Schedules to this Agreement, the Confidentiality Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise (including any letter of intent or expression of interest submitted by the Buyer or Guarantor). There are no covenants, promises, warranties, representations, obligations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the Confidentiality Agreement and any document required to be delivered pursuant to this Agreement.

## 1.8 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## 1.9 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final Order of the Court terminating the Receivership Proceedings and thereafter to the Courts of Ontario for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.8 shall be deemed effective service of process on such Party.

## 1.10 Schedules

The schedules to this Agreement, listed below (the “**Schedules**”), are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
1.1(i)	Approval and Vesting Order
1.1(aa)	Construction Liens
1.1(tt)	Excluded Warranty Vehicles
1.1(uuu)	Security Interests to be Vested
2.1(a)(i)	RV Inventory
2.1(b)	Fixed Assets and Equipment
2.1(d)	Real Property Lease
2.1(e)	Intellectual Property
2.1(f)	Information Technology Systems
2.1(i)	Vehicles
7.13	Transition Services Agreement



## ARTICLE 2 PURCHASE AND SALE

### 2.1 Agreement to Purchase and Sell the Purchased Assets

Upon and subject to the terms and conditions of this Agreement (including the provisions of Section 2.5), at the Closing, the Receiver shall sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, pursuant to the Approval and Vesting Order, and the Buyer shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Receiver's, if any, and the Company's right, title and interest in, to and under, or relating to, the following assets, property and rights (collectively, the "**Purchased Assets**"):

- (a) *Inventory* – all of the Company's class B recreational vehicle inventory utilizing or otherwise associated with the "Roadtrek" trademark, and all other items that are owned by the Company for sale, license, rental, lease or other distribution in the ordinary course of the Acquired Business, or being produced for sale, or to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature relating to the Acquired Business, including inventories of raw materials, spare parts, work in progress, finished goods and by-products, operating supplies and packaging materials (collectively, the "**Acquired Inventory**"). The Acquired Inventory shall include, without limitation:
  - (i) the raw chassis, work-in-process and finished goods inventory ("**RV Inventory**") listed on Schedule 2.1(a)(i), which includes chassis owned by the Company and which are used in connection with, or can be repurposed for use in connection with, the Acquired Business whether such chassis have been paid for in full or not; and
  - (ii) all raw material and spare part inventory for use in Roadtrek products including base materials, options, rework product, pop-tops, simplicity, research and development and inactive part for after sale service relating to the foregoing located in the Province of Ontario, including, without limitation, those spare parts used in connection with and otherwise required to service vehicles on Chevrolet chassis (collectively, "**Raw Material and Spare Parts Inventory**");
- (b) *Fixed Assets and Equipment* – all machinery and equipment (including wood machines and thermoforming machines), furnishings, furniture, parts, dies, molds, tooling, tools, associated equipment (including vacuum installations affixed for use in the Cambridge Facility and electrical transformers), computer hardware, supplies, accessories, office equipment and other tangible personal and moveable property (other than inventory) owned by the Company for use in or relating to the Acquired Business, whether located on the Company's premises or elsewhere in the Province of Ontario, and all rights of the Receiver and the Company under warranties, indemnities, licenses, and all similar rights of the Receiver and the Company against third Persons with respect to the equipment, fixed assets and tangible assets referenced in this Section 2.1(b), but excluding all Excluded Fixed

Assets. For greater certainty, such fixed assets and equipment shall only include the fixed assets and equipment listed on Schedule 2.1(b);

- (c) *Prototype Vehicles* – (i) one (1) prototype Mercedes-Benz Sprinter vehicle, together with all equipment used in connection with or necessary to test autonomous driving listed on Schedule 2.1(a)(i); (ii) one (1) prototype Ford vehicle together with all equipment used in connection with or necessary to produce such prototype listed on Schedule 2.1(a)(i); (iii) all other prototype vehicles relating to the Acquired Business together with all of the equipment used in connection with or necessary to produce such prototypes; and (iv) all rights of the Receiver and the Company under warranties, indemnities, licenses, and all similar rights of the Receiver and the Company against third Persons with respect to the prototype vehicles referenced in this Section 2.1(c);
- (d) *Real Property Lease* – the lease and other agreements, if any, to occupy the Premises entered into by, or assigned in favour of the Company or for which the Company is bound and listed on Schedule 2.1(d) relating to the Cambridge Facility, including, without limitation, any and all purchase options, deposits, rights to appurtenances and improvements, licenses and permits relating thereto and all leasehold improvements thereon and all other rights, entitlements and interests arising thereunder or in relation thereto including, without limitation, the Cambridge Deposit, but excluding, for greater certainty, all Tenant Inducements (collectively, the “**Real Property Lease**”);
- (e) *Intellectual Property* – all rights, title and interests in and to any and all of the Intellectual Property that is owned, used or held by the Company, or on behalf of the Company by the Receiver, in connection with or relating to the Acquired Business, including, without limitation, the Intellectual Property more particularly described in Schedule 2.1(e), but excluding, for greater certainty, the “Carado”, “Hymer” and “Sunlight” brands and any related Intellectual Property, whether arising under the IP License Agreements or otherwise (the “**Purchased IP**”);
- (f) *Information Technology Systems* – all hardware and software (including source code and object code form), computer hardware, licenses, and documentation therefor, and all other information technology systems and rights therein owned by the Company and used in the Acquired Business, including all electronic data processing systems, program specifications, source codes, object code, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material (collectively, the “**IT Assets**”), and all associated IT Contracts, each as listed and described in Schedule 2.1(f) hereto;
- (g) *Goodwill* – the goodwill of the Acquired Business and relating to the Purchased Assets, and information and documents of the Receiver and the Company relevant thereto, including lists of customers and suppliers, credit information, sales and marketing materials, market research, research and development files, Confidential Information and the exclusive right of the Buyer to represent itself as carrying on the Acquired Business in succession to the Receiver and the Company. In addition to the foregoing and in order to provide the warranties of

previously sold “Roadtrek” vehicles in accordance with Section 7.4, the Buyer shall receive and the Receiver shall deliver to the Buyer all available files and documentation in the Receiver’s possession and control associated with registered retail customer warranties. The Buyer shall receive and the Receiver shall deliver all existing bills of materials for all “Roadtrek” models and any changes introduced in such bills of materials, in each case in the Receiver’s possession and control, for the period commencing on January 1, 2014, with such information to include engineering drawings, construction details and all available engineering documentation related to “Roadtrek” models in the Receiver’s possession and control. Finally, the Buyer shall receive all compliance certificates and related documentation for “Roadtrek” models in the United States and Canada. For greater certainty, the Receiver shall deliver the foregoing on an “as is, where is” basis, without any representation or warranty as to completeness or as to any other matter, as more particularly set out in Section 5.10;

- (h) *Business Records* – all business and financial records and files of the Company relating to the Acquired Business, including the general ledger and accounting records relating to the Acquired Business, books and records relating to original Tax records retained by the Receiver, information relating to any Tax imposed on the Purchased Assets, all operating manuals, plans and specifications and all of the right, interest and benefit, if any, thereunder and to and in the domain names used by the Company in the conduct of the Acquired Business;
- (i) *Vehicles* – all motor vehicles, including all trucks, vans, cars and forklifts owned by the Company for use in or relating to the Acquired Business (other than the Jeep Wranglers), and all rights of the Receiver and the Company under warranties, indemnities, licenses, and all similar rights of the Receiver and the Company against third Persons with respect to the motor vehicles referenced herein, as such motor vehicles are listed on Schedule 2.1(i); and
- (j) *Dealer Tags* – all dealer tags in the possession of the Receiver.

## 2.2 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, the Purchased Assets shall exclude any Property of the Company that is not specifically listed in Section 2.1, together with the following excluded Property (collectively, the “**Excluded Assets**”):

- (a) *Cash and Cash Equivalents* – all Cash and Cash Equivalents, other than any proceeds delivered from or otherwise received by the Receiver after the Closing Date in connection with the Buyer’s sale or other disposition of the Purchased Assets post-Closing;
- (b) *Accounts Receivable* – the Accounts Receivable for the period prior to and including the Closing Date and the benefit of all security (including cash deposits, prepayments and holdbacks), guarantees and other collateral held by the Receiver relating to the Acquired Business. The Buyer has agreed to provide reasonable assistance to the Receiver in collecting the Accounts Receivable pursuant to the terms of the Transition Services Agreement;

- (c) *Prepaid Expenses* – all prepaid expenses (including any prepaid rent for the Cambridge Facility), including *ad valorem* Taxes, of the Company relating to the Purchased Assets, and all deposits of the Company with any supplier, service provider, public utility, lessor under any Contract (including a Real Property Lease), or with any Governmental Authority, but expressly excluding the Cambridge Deposit and any other amounts payable, repayable, or reimbursable to the Buyer under or pursuant to the Real Property Lease (other than the Tenant Inducements, which shall form part of the Excluded Assets);
- (d) *Collateral* – all letters of credit, cash or cash equivalents of the Company granted by the Company as collateral to secure outstanding letters of credit in respect of any Purchased Asset, Excluded Asset or Excluded Liability;
- (e) *Excluded RV Inventory* – (i) all Excluded RV Inventory, including all of the Company’s class B recreational vehicle inventory utilizing or otherwise associated with the “Hymer”, “Carado” and “Sunlight” trademarks wheresoever situated; and (ii) all inventories of spare parts, by-products, operating supplies and packaging material relating to the Excluded RV Inventory;
- (f) *Excluded Fixed Assets* – all of the fixed and equipment assets of the Company not otherwise listed on Schedule 2.1(b) (the “**Excluded Fixed Assets**”);
- (g) *Foreign Assets* – all products and material found at any location previously owned, operated or controlled by the Company outside of the Province of Ontario;
- (h) *Trailers* – all trailers and related materials, including raw materials, spare parts and other supplier inputs used in connection with and otherwise required to produce trailers;
- (i) *Jeeps* – all Jeep Wranglers located on the Premises or elsewhere, whether unmodified, modified or otherwise altered in any way;
- (j) *Excluded Contracts* – all Contracts to which the Company or the Receiver is a party other than the Real Property Lease and the IT Contracts, including the IP License Agreements and any Contracts that are entered into by the Receiver on behalf of the Company in the ordinary course of the Business from the date of this Agreement to the Closing Date (collectively, the “**Excluded Contracts**”);
- (k) *Excluded Intellectual Property* – all Intellectual Property owned, or used or held for use by the Company, or on behalf of the Company by the Receiver, in connection with or relating to the Business other than the Purchased IP, including all Intellectual Property arising out of or relating to the IP License Agreements;
- (l) *Licenses and Registrations* – extra-provincial, sales, excise or other licenses or registrations issued to or held by the Receiver or the Company, whether relating to the Business or otherwise;

- (m) *Corporate Records* – original Tax records, minute books, share ledgers, organizational documents, corporate seals, taxpayer and other identification numbers and other documents, in each case, relating to the organization, maintenance and existence of the Company as a Person; provided that the Buyer may take copies of all Tax records (as redacted, if applicable) to the extent necessary or useful for the carrying on of the Acquired Business after Closing, including the filing of any Tax return to the extent permitted under Applicable Law;
- (n) *Insurance* – subject to Section 7.12, all Contracts of insurance, insurance policies and insurance plans of the Receiver and the Company relating to the Business, the Purchased Assets or the Excluded Assets, all insurance proceeds net of any deductibles and retention recovered or recoverable by the Receiver or the Company relating to the foregoing and the full benefit of the Receiver’s and the Company’s rights to insurance claims relating to the Business, the Purchased Assets or the Excluded Assets and amounts recoverable in respect thereof net of any deductible;
- (o) *Rights under Agreements* – all of the Receiver’s rights under this Agreement; the Confidentiality Agreement; any confidentiality, non-disclosure or similar agreements entered into in connection with the Receivership Proceedings or the Sale Process, the Term Sheet, the Excluded Contracts, the Closing Documents and the transactions contemplated hereby and thereby;
- (p) *Tax Refunds* – the benefit of the Receiver and the Company to any refundable Taxes payable or paid by the Receiver or the Company, net of any amounts withheld by any Governmental Authority, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax, and the benefit of the Receiver and the Company to any claim or right of the Receiver or the Company to any refund, rebate, or credit of Taxes, to the extent that such refundable Taxes, refund, rebate or credit relates to Taxes paid or payable by the Receiver or the Company in respect of a period ending on or before the Closing Date, including, for greater certainty, any Pre-Closing Tax Period;
- (q) *Actions, etc.* – any Claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Receiver or the Company related to the Acquired Business, the Purchased Assets, or any of the Assumed Liabilities, and the interest of the Receiver and the Company in any litigation and in the proceeds of any judgment, Order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to the Closing;
- (r) *Avoidance Claims* – all rights and Claims against any Person for any liability of any kind based on or arising out of the occurrence of any fraudulent conveyance, settlement, reviewable transaction, transfer at undervalue, fraudulent preference or similar claim, including the Receiver’s and the Company’s rights to insurance claims relating thereto and any insurance proceeds net of any deductibles and retention recovered or recoverable by the Receiver under all Contracts of insurance, insurance policies and insurance plans relating to thereto;

- (s) *Employee Plan Assets* – all assets (excluding the Purchased Assets) held under or in respect of each Employee Plan; and
- (t) *Ordinary Course Assets* – any asset of the Company that would otherwise constitute a Purchased Asset but for the fact that it is conveyed, leased or otherwise disposed of in the ordinary course of the Business or as obsolete during the period beginning on the date of this Agreement and ending on the Closing Date, provided that any such conveyance, lease or disposal is explicitly consented to in advance and in writing by the Buyer.

### 2.3 Assumption of Liabilities

The Buyer shall assume as of the Closing and shall pay, discharge and perform, as the case may be, from and after the Closing, the following obligations and liabilities of the Company with respect to the Acquired Business and the Purchased Assets, other than the Excluded Liabilities (collectively, the “**Assumed Liabilities**”):

- (a) *Cure Costs* – the amounts, if any, required to be paid to remedy the Company’s monetary defaults existing as at the Closing Date under the Real Property Lease or any IT Contract, or such other amounts required by any counterparty to obtain such counterparty’s consent to the assignment of the Real Property Lease or any IT Contract to the Buyer (collectively, the “**Cure Costs**”);
- (b) *Obligations under Real Property Lease* – all liabilities and obligations arising under the Real Property Lease to the extent arising on or after the Closing;
- (c) *Acquired Business and Purchased Assets* – all other liabilities and obligations relating to the Purchased Assets and the operation of the Acquired Business to the extent such liabilities and obligations consist of liabilities and obligations that arise in respect of and relate to the period on and after the Closing;
- (d) *Environmental* – any liabilities to the extent arising out of or relating to the Acquired Business’ or the Purchased Assets’ non-compliance with Environmental Law or a Release to the Environment, and in either case, whether in respect of any facts, conditions or circumstances existing on or occurring after the Closing;
- (e) *Employment* – any liabilities and obligations in respect of the New Hires arising on or after the Closing Date;
- (f) *Taxes* – real property, personal property, and similar *ad valorem* obligations, in each case, relating to the Purchased Assets for a Tax period (or the portion thereof) beginning on or after the Closing Date, excluding, for the avoidance of doubt, any amounts described in this paragraph that are (i) income Tax or similar liabilities of the Company for any Tax period, (ii) any Tax or similar liability related to the Excluded Assets;
- (g) *Warranties* – all liabilities arising out of or relating to services, products, or product or service warranties in accordance with Section 7.4;

- (h) *Other Taxes* – any Tax that the Buyer is required to bear pursuant to Section 7.8; and
- (i) *Permitted Encumbrances* – all liabilities, if any, arising from or in relation to the Permitted Encumbrances.

## 2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all debts, obligations, contracts and liabilities of or relating to the Acquired Business, the Purchased Assets, the Company or any predecessors of the Company and its affiliates, of any kind or nature, shall remain the sole responsibility of the Company and its affiliates, and the Buyer shall not assume, accept or undertake, any debt, obligation, duty, contract or liability of the Company and its affiliates of any kind whatsoever, except as expressly assumed pursuant to Section 2.3, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and specifically excluding (without limitation) the following liabilities or obligations (collectively, the “**Excluded Liabilities**”):

- (a) *General* – except as expressly included in Assumed Liabilities in Section 2.3, all liabilities to the extent arising out of the operation of the Acquired Business or the Purchased Assets for periods prior to the Closing (including, for the avoidance of doubt, breaches of contract, infringement, violations of law, tortious conduct, Tax liabilities, indebtedness for borrowed money (except as expressly included in Assumed Liabilities) and intercompany liabilities);
- (b) *Contract Liabilities* – all liabilities of the Company under the Real Property Lease incurred prior to the Closing, excluding any Cure Costs;
- (c) *Excluded Assets* – all liabilities and obligations relating to the Excluded Assets (including, for greater certainty, any Excluded Contracts, this Agreement and the Term Sheet);
- (d) *Employee Matters* – (i) any liabilities, obligations, indebtedness and/or costs arising under, relating to or with respect to any Employee Plan, (ii) all liabilities, obligations, indebtedness and/or costs related to the Employees of the Company who are not New Hires, and (iii) all liabilities, obligations, indebtedness and/or costs related to the New Hires arising before the Closing Date except as required by Applicable Law;
- (e) *Trade Debt* – all trade payables relating to the Purchased Assets relating to the period prior to the Closing;
- (f) *Warranties* – subject to Section 7.4, all liabilities, obligations, indebtedness and/or costs (whether direct, indirect, consequential or otherwise) arising out of or relating to services, products, or product or service warranties of the Company or any predecessors or affiliates of the Company sold or distributed prior to the Closing including, without limitation, the Excluded Warranty Vehicles;

- (g) *Intercompany Accounts Payable* – any debts due or accruing due prior to the Closing from the Company to any shareholder, director, officer or affiliate of the Company;
- (h) *Intellectual Property Claims* – any claims against the Company for infringement, misappropriation or other violation of any Intellectual Property of any third Person in connection with or relating to the use of the Purchased IP or any other Intellectual Property owned by the Company to any period prior to the Closing;
- (i) *Taxes* – all liabilities for Taxes of the Company; and
- (j) *Other* – Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing, including without limitation liabilities relating to any breach of law and product liability claims, except, in each case, as specifically defined in Section 2.3 as an Assumed Liability.

## 2.5 Assignment of Purchased Assets

- (a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an attempted assignment or transfer (i) without the consent of a third Person, would constitute a breach or in any way adversely affect the rights of the Buyer thereunder, or (ii) is not permitted or enforceable under Applicable Law (collectively, “**Restricted Rights**”).
- (b) If a consent to transfer the Restricted Rights to the applicable Buyer is not obtained by the Closing or such assignment is not attainable, the Receiver and the applicable Buyer will cooperate and use its respective commercially reasonable efforts, from and after the Closing, to implement a mutually agreeable arrangement pursuant to which such Buyer may obtain the benefits, and assume the liabilities and obligations, related to such Restricted Rights in accordance with this Agreement; provided, however, that the Buyer acknowledges and agrees that nothing in this Section 2.5 shall operate to prohibit or diminish in any way the right of the Receiver to fully cease operations as it may determine in its sole discretion or to wind-down or otherwise conclude the Receivership Proceedings, or require the Receiver or the Company to take any illegal action or commit fraud on any Person.
- (c) Notwithstanding the foregoing: (i) nothing in this Section shall require the Receiver to renew any Restricted Rights once they have expired, (ii) any efforts required of the Receiver pursuant to this Section 2.5 and Section 7.3 shall (A) be subject to receipt of adequate compensation in respect of all direct incremental costs and expenses incurred in respect of or related to such arrangement, (B) be strictly on an interim basis and in no event required to continue for more the earlier of (x) 45 days following Closing and (y) the termination of the Receivership Proceedings, and (C) to the extent not prohibited, be of an administrative nature only, without any substantive function. The Buyer shall reimburse the Receiver for any direct incremental cost incurred and indemnify and hold the Receiver harmless from and against all Claims, incurred or asserted,



as a result of any actions taken pursuant to this Section 2.5.

- (d) For the avoidance of doubt, the Parties acknowledge that the fact that any Purchased Asset constitutes a Restricted Right shall not (i) constitute a breach of any covenant hereunder, (ii) entitle the Buyer to terminate this Agreement or otherwise delay Closing, or (iii) result in any reduction of the Purchase Price payable hereunder. Any non-Restricted Right assigned pursuant to the terms of this Section 2.5 shall, when assigned, constitute a Purchased Asset hereunder from and after such date.
- (e) The Buyer, with the assistance of the Receiver, shall use commercially reasonable efforts to obtain any necessary consents in order to assign the Real Property Lease to the Buyer at the Closing at the Buyer's sole expense. For greater certainty, such consents shall include any landlord consent required to install and operate the dust vacuum silo at the Cambridge Facility (the "**Dust Silo Installation**"). The Buyer acknowledges and agrees that securing any such landlord consent for the installation and operation of the Dust Silo Installation shall be at the Buyer's sole expense and shall not be a condition precedent to Closing. The Receiver agrees to use commercially reasonable efforts to assist the Buyer, at the Buyer's sole expense, in obtaining all landlord consents for the removal of the Dust Silo Installation from the facility located at 25 Reuter Drive, Cambridge, Ontario.

### **ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS**

#### **3.1 Purchase Price**

Subject to Section 3.2, the purchase price payable to the Receiver for the Purchased Assets (the "**Purchase Price**") shall be the sum of \$ [REDACTED] in cash plus the Cure Costs.

#### **3.2 Purchase Price Adjustment**

The Buyer shall be entitled to request a reasonable reduction to the Purchase Price if the Receiver or the Buyer discovers any material warranty issue not known to the Receiver or the Buyer as at the date hereof, relating to any of the vehicles that would be covered by the Buyer Warranty including RV Inventory forming part of the Purchased Assets (the "**Warranty Issue**"), provided that: (i) the warranty issue will only be considered to be "material" if the value exceeds \$500,000 in the aggregate; (ii) the requested Purchase Price Reduction shall not exceed (a) the value of the Warranty Issue in respect of the affected vehicles less (b) \$500,000; and (iii) the Receiver, with the consent of Corner Flag, shall be entitled to either agree to a Purchase Price reduction or to terminate this Agreement. In the event that the Buyer and Receiver cannot agree as to the value of the Warranty Issue, they shall agree upon an independent third party to assess such value, failing which the Receiver shall be entitled to seek advice and direction from the Court. For greater certainty, this Section 3.2 shall merge on, and shall not survive, the Closing.

#### **3.3 Purchase Price Allocation**

The Purchase Price shall be allocated by the Receiver and the Buyer among the Purchased Assets in accordance with a written allocation statement to be mutually agreed by the

Receiver and the Buyer by the Closing Date, each acting reasonably (the “**Allocation Statement**”); provided that the finalization of the Allocation Statement shall not be a condition precedent to Closing. If the Receiver and the Buyer have not agreed to the Allocation Statement by the Closing Date, the Receiver and the Buyer shall negotiate in good faith to finalize the Allocation Statement forthwith following the Closing Date, each acting reasonably. The Buyer and the Receiver shall: (a) report the purchase and sale of the Purchased Assets in any income tax returns relating to the transactions contemplated in this Agreement in accordance with the Allocation Statement; and (b) act in accordance with the Allocation Statement in the preparation, filing and audit of any Tax return.

### **3.4 Satisfaction of Purchase Price**

The Purchase Price will be satisfied at Closing as follows:

- (a) by the release of the Deposit to the Receiver. The Buyer agrees that it waives any right to any accrued interest that may be earned on the Deposit;
- (b) by payment by the Buyer of the balance of the Purchase Price (being the sum of \$ [REDACTED]), by wire transfer of immediately available funds to the Receiver in accordance with the wire transfer instructions provided by the Receiver to the Buyer not less than two (2) Business Days prior to the Closing Date; and
- (c) by payment by the Buyer of the Cure Costs to the applicable counterparties, by wire transfer of immediately available funds to such counterparties.

### **3.5 Deposit**

- (a) If this Agreement is terminated pursuant to any of Sections 9.1(a), 9.1(c), 9.1(d), and 9.1(e), the full amount of the Deposit shall be forfeited and become the property of the Company and retained by the Receiver in order to compensate the Receiver for expenses incurred in connection with the transactions contemplated in this Agreement and the delay caused to the Receiver’s efforts to sell the Purchased Assets. The entitlement of the Receiver to the Deposit in such circumstances shall not limit the Receiver’s right to exercise any other rights which the Receiver may have against the Buyer.
- (b) If this Agreement is terminated pursuant to Sections 9.1(b) or 9.1(f), the full amount of the Deposit shall be returned to the Buyer and the Buyer shall have no further recourse against the Receiver. For greater certainty, the return of the Deposit to the Buyer shall be the Buyer’s sole and exclusive remedy for any termination of this Agreement.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE RECEIVER**

The Receiver represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:

#### **4.1 Due Authorization and Enforceability of Obligations**

Subject to the issuance and entry of the Approval and Vesting Order: (a) the Receiver has all necessary power, authority and capacity to enter into and deliver this Agreement and the Closing Documents, and to carry out its obligations under this Agreement and the Closing Documents; and (b) this Agreement does, and when executed and delivered by the Receiver the Closing Documents will, constitute a valid and binding obligation of the Receiver enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, winding-up, liquidation, reorganization, arrangement, moratorium and other laws affecting creditors' rights generally and general principles of equity.

#### **4.2 Residence of the Company and the Receiver**

The Receiver and the Company are each not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

#### **4.3 Taxes**

The Company is duly registered under Subdivision (d) of Division V of the GST and HST Legislation and its registration number is 102265337 RT0002.

#### **4.4 Employees**

All of the former Employees of the Company were terminated by the Receiver on February 15, 2019. The Temporary Employees were subsequently re-hired by the Receiver and continue participating in the basic medical and dental benefit plan previously provided by the Company.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants to the Receiver as follows, and acknowledges that the Receiver is relying upon the following representations and warranties in connection with its sale of the Purchased Assets:

#### **5.1 Corporate Existence**

- (a) The Buyer is a corporation duly formed, validly existing and in good standing under the laws of Ontario; and
- (b) The Guarantor is a corporation (société par actions simplifiée) duly formed, validly existing and in good standing under the laws of France.

#### **5.2 Residence of the Buyer**

The Buyer is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

### **5.3 Financial Ability**

The Buyer has sufficient funds available to it to enable it to pay the Purchase Price to the Receiver on the Closing Date and all other costs and expenses in connection with the consummation of the transactions contemplated by this Agreement. The Buyer's obligations to consummate the transactions contemplated by this Agreement are not conditioned or contingent in any way upon the receipt of financing from any person or the availability of funds to the Buyer. The Guarantor has sufficient funds available to guarantee the Guaranteed Obligations.

### **5.4 Absence of Conflicts**

Each of the Buyer and Guarantor is not a party to, bound or affected by or subject to (and the assets of the Buyer and Guarantor are not affected by): (a) any charter or by-law provision; (b) any Applicable Law or Governmental Authorizations; or (c) any agreement or other document, in each case, that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered into or delivered under the terms of this Agreement, except in the case of (b) and (c) for any violations, breaches or defaults or any Applicable Law or any Governmental Authorizations that would not have a material effect on or materially delay or impair the ability of (a) the Buyer to consummate the transactions hereunder, and (b) the Guarantor to guarantee the Guaranteed Obligations.

### **5.5 Due Authorization and Enforceability of Obligations**

Each of the Buyer and Guarantor has all necessary corporate power, authority and capacity to enter into and deliver this Agreement and the Closing Documents, and to carry out its obligations under this Agreement and the Closing Documents. The execution, delivery and performance of this Agreement and the Closing Documents, and the consummation of the transactions contemplated by this Agreement and the Closing Documents, will be duly authorized by all necessary corporate action of the Buyer and Guarantor prior to the Closing Date. This Agreement and each Closing Document does, and when executed and delivered by the Buyer and Guarantor, as applicable, constitute a valid and binding obligation of the Buyer and Guarantor, as applicable, enforceable against them in accordance with the terms thereof subject to applicable bankruptcy, insolvency, winding-up, liquidation, reorganization, arrangement, moratorium and other laws affecting creditors' rights generally and general principles of equity.

### **5.6 Approvals and Consents**

Except for (a) the issuance of the Approval and Vesting Order, and (b) any consent that may be required in connection with the assignment of a Purchased Asset, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer or Guarantor, and each of the agreements to be executed and delivered by the Buyer or Guarantor hereunder or the purchase of any of the Purchased Assets hereunder, except for any authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability

of the Buyer to consummate the transactions hereunder and the Guarantor to guarantee the Guaranteed Obligations.

## **5.7 Taxes**

The Buyer is or will be duly registered under subdivision (d) of Division V of the GST and HST Legislation, and has provided or will prior to Closing provide its registration number to the Receiver in accordance with Section 7.8(g).

## **5.8 Litigation**

There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of the Buyer or Guarantor, pending or threatened against or relating to the Buyer or Guarantor which, if determined adversely to the Buyer or Guarantor, would:

- (a) prevent the Buyer from paying the Purchase Price to the Receiver;
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Assets as contemplated by this Agreement;
- (c) prevent the Buyer from or delay the Buyer in fulfilling any of its obligations set out in this Agreement or arising from this Agreement; or
- (d) prevent the Guarantor from guaranteeing the Guaranteed Obligations.

## **5.9 Personal Information**

The Buyer's use and disclosure of Personal Information in connection with the Purchased Assets after Closing will be carried out in compliance with all Applicable Laws.

## **5.10 As Is, Where Is**

- (a) The Buyer acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Acquired Business, the Purchased Assets (including the state of title thereto and/or the state of any Encumbrances and Permitted Encumbrances), the Assumed Liabilities and all related operations of the Company, and, based solely thereon, has determined to proceed with the transactions contemplated by this Agreement. The Buyer has relied solely on the results of its own independent investigation and verification, and the representations and warranties of the Receiver expressly and specifically set forth in Article 4, and the Buyer understands, acknowledges and agrees that all other representations, warranties and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or the Acquired Business, or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Receiver. Except for the representations and warranties of the Receiver expressly and specifically set forth in Article 4, the Receiver does not make or provide any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose,

conformity to samples, environmental condition, existence of any parts/and/or components, latent defects, quantity or any other thing or condition of or affecting the Purchased Assets, or any part thereof. The Buyer specifically acknowledges and agrees that, except for the representations and warranties of the Receiver expressly and specifically set forth in Article 4: (a) the Buyer is acquiring the Purchased Assets on an “as is, where is” and “without recourse” basis; and (b) none of the Receiver, the Company, nor any other Person (including any representative of the Receiver or the Company, whether in any individual, corporate or any other capacity) is making, and the Buyer is not relying on, any representations, warranties or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matter concerning the Company, the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities, this Agreement or the transactions contemplated hereby, or the accuracy or completeness of any information provided to (or otherwise acquired by) the Buyer or any of its respective representatives including, with respect to the Real Property Lease and the status of the Real Property Lease, the Permitted Encumbrances, the rentable area of the Premises, the existence of any default on the part of the Company, the Receiver or the Landlord, the use permitted at any of the Premises, the existence of any Encumbrances and/or Off-Title Compliance Matters affecting the Purchased Assets or the Company’s leasehold interest therein; and without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the *Sale of Goods Act* (Ontario), the *United Nations Convention on Contracts for the International Sale of Goods* (Vienna Convention), the *International Sales Conventions Act* (Ontario) and any other applicable sale of goods legislation, will not apply and are hereby waived by the Buyer, and any and all conditions, warranties or representations, regarding merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, condition, existence of latent defects, quality, quantity, any non-infringement of Intellectual Property rights or regarding the scope, validity or enforceability of any Intellectual Property, licensed Intellectual Property rights, or any other thing affecting the Business, any of the Purchased Assets or the Assumed Liabilities, or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations, express or implied, pursuant to any Applicable Law in any jurisdiction, do not apply to this Agreement, and are hereby waived in their entirety by the Buyer.

- (b) The Buyer has received a copy of the Real Property Lease and is familiar with the terms, agreements, covenants, obligations and conditions therein.
- (c) Neither the Company, the Receiver nor the Landlord shall be responsible for making any repairs, replacements, renovations, alterations, improvements or upgrades or undertaking any remediation to address a Release in or to the Premises or any part thereof, and it shall be the sole responsibility of the Buyer to make, at the Buyer’s sole cost and subject to the receipt of any necessary approvals from any Landlord, any repairs, replacements, renovations, alterations, improvements and upgrades in or to the Premises in accordance with the Real

Property Lease as may be required by the Buyer to make the Premises suitable for the Acquired Business or any other purposes and to undertake any required, necessary or desired remediation to address a Release at, on, under or migrating from any such Premises or any part thereof.

- (d) The Purchased Assets may be subject to certain Off-Title Compliance Matters, municipal requirements, including building or zoning by-laws and regulations, servitudes, easements for hydro, gas, telephone affecting the Purchased Assets, and like services to the Premises, or restrictions and covenants affecting the Premises, including but not limited to the Permitted Encumbrances. Without limiting the foregoing, the Company and the Receiver shall not be responsible for rectification of any matters disclosed by any Governmental Authority or quasi-governmental authority having jurisdiction, and the Buyer shall accept the Purchased Assets subject to such matters.
- (e) The Buyer acknowledges and agrees that: (i) the representations and warranties of the Receiver set forth in Article 4 will merge on, and shall not survive, the Closing; and (ii) the Receiver and the Company will not have or be subject to any liability or indemnification obligation to the Buyer or any other Person resulting from (nor will the Buyer or any other Person have any claim with respect to) the distribution to the Buyer, the Buyer's use of, or reliance on, any information, documents, projections, forecasts or other material made available to the Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise. None of the representatives of the Receiver or the Company, whether in an individual, corporate or other capacity, will have or be subject to any such liability or indemnification obligations.
- (f) Without limiting the generality of the foregoing, (a) no representation, warranty or covenant is given by the Receiver, the Company or any of their representatives that any of the Purchased Assets or the Acquired Business are or can be made operational within a specified time frame or will achieve any particular result, level of service, use, production capacity or actual production if made operational; (b) except as expressly stated in Article 4 the Receiver, Company and their representatives have made no representation or warranty as to any regulatory approvals, Governmental Authorizations, licenses, permits, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate or carry on the Acquired Business (including the manufacture and sale of any RV Inventory) or any portion thereof, and the Buyer is relying entirely on its own investigation, due diligence and inquiries in connection with such matters.
- (g) The remedies expressly set forth in this Agreement are the Buyer's sole and exclusive remedies relating to this Agreement, the Closing Documents, the transactions contemplated hereby and thereby, the Acquired Business, the

Purchased Assets, the Assumed Liabilities and all related operations of the Company. For greater certainty, the Buyer shall have no recourse or claim of any kind against the Receiver or the proceeds of the transactions contemplated by this Agreement following Closing.

- (h) This Section 5.10 will not merge on Closing and is deemed incorporated by reference in all Closing Documents.
- (i) The Parties acknowledge and agree that the enforceability of this Agreement against the other Party is subject to entry of the Approval and Vesting Order.

## **ARTICLE 6 CONDITIONS**

### **6.1 Conditions for the Benefit of the Buyer and the Receiver**

The respective obligations of the Buyer and of the Receiver to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, on or prior to Closing, each of the following conditions:

- (a) *No Proceedings* – There shall be no Order issued preventing, and no pending or threatened Claim or judicial or administrative proceeding, or investigation against any Party, in each case, by any Governmental Authority, for the purpose of enjoining or preventing the consummation of the transactions contemplated in this Agreement.
- (b) *Court Orders* – the Approval and Vesting Order shall have been issued and entered.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Receiver and the Buyer. Any condition in this Section 6.1 may be waived by the Receiver, or by the Buyer, in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Receiver or the Buyer, as applicable, only if made in writing.

### **6.2 Conditions for the Benefit of the Buyer**

The obligation of the Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, on or prior to Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) *Performance of Covenants* – the covenants contained in this Agreement to be performed by the Receiver on or prior to Closing shall have been performed in all material respects as at Closing;
- (b) *Truth of Representations and Warranties* – the representations and warranties of the Receiver contained in Article 4 shall be true and correct on and as of the Closing Date, as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as



of such specified date), except where the failure to be so true and correct would not, individually or in the aggregate, have a Material Adverse Effect; and

- (c) *Officer's Certificate* – the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a)(*Performance of Covenants*) and 6.2(b)(*Truth of Representations and Warranties*), signed for and on behalf of the Receiver without personal liability by an authorized signatory of the Receiver or other Persons acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer.

### **6.3 Conditions for the Benefit of the Receiver**

The obligation of the Receiver to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Receiver of, on or prior to Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Receiver):

- (a) *Performance of Covenants* – the covenants contained in this Agreement to be performed by the Buyer on or prior to Closing shall have been performed in all material respects as at Closing;
- (b) *Truth of Representations and Warranties* – the representations and warranties of the Buyer contained in Article 5 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date), except where the failure to be so true and correct would not, individually or in the aggregate, have a Material Adverse Effect; and
- (c) *Officer's Certificate* – the Receiver shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) (*Performance of Covenants*) and 6.3(b) (*Truth of Representations and Warranties*) from the Buyer, signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer, in form and substance satisfactory to the Receiver, each acting in a commercially reasonable manner.

## **ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES**

### **7.1 Access to Information**

Until the Closing, the Receiver shall give to the Buyer's personnel engaged in the transactions contemplated by this Agreement and its accountants, legal advisors, consultants, financial advisors and representatives reasonable access during normal business hours to the Company's premises and to all of the books and records relating to the Acquired Business, the Purchased Assets and the Assumed Liabilities, and shall furnish them with all such information relating to the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the transactions contemplated by this Agreement; provided that any such access shall be conducted at the Buyer's expense, in accordance with Applicable Law,

under the supervision of the Receiver's personnel and in such a manner as to maintain confidentiality and not to unreasonably interfere with the Receivership Proceedings or the conduct of the Business thereunder, and the Receiver will not be required to provide access to or copies of any such books and records if (a) the provision thereof would cause the Receiver to be in contravention of any Applicable Law, (b) the Receiver reasonably consider such information to be commercially sensitive, (c) making such information available would (A) result in the loss of any lawyer-client or other legal privilege, or (B) cause the Receiver to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which the Receiver or any of its affiliates are a party), it being understood that the Receiver shall cooperate in any reasonable efforts and requests that would enable otherwise required disclosure to the Buyer to occur without so jeopardizing privilege or contravening such Applicable Law, duty or agreement.

## 7.2 Books and Records

The Receiver may make and retain copies of all books and records included in the Purchased Assets delivered to the Purchaser on Closing (including data on the Company's servers). At any time following the Closing, the Receiver or any trustee in bankruptcy appointed in respect of the Company may request reasonable access to and/or copies of all books and records included in the Purchased Assets (including access to all software systems containing such books and records), in each case to the extent necessary or useful for the administration of the Receivership Proceedings or any other Insolvency Proceedings in respect of the Company, the investigation of financial irregularities relating to the Company's conduct of the Business prior to the Closing Date, the filing of any Tax return or compliance with any Applicable Law or the terms of this Agreement. The Buyer shall retain all books and records included in the Purchased Assets for a period of six (6) years following the Closing Date.

## 7.3 Approvals and Consents

The Buyer agrees to use its best efforts to pursue and obtain any required consents to assign the Real Property Lease to the Buyer (the "**Required Consents**"), and agrees to cooperate with and assist the Receiver in pursuing and obtaining the Approval and Vesting Order and such releases which the Receiver, may in its sole discretion, desire to pursue, as applicable, for the sale of the Purchased Assets including the assignment and assumption of the Real Property Lease. The Buyer's best efforts and co-operation include, but are not limited to, providing any reasonable information requested by the Landlord or the Court (including reasonable financial information, financing structure and proposed management team for the Acquired Business), providing certificates of insurance, posting replacement or additional deposits and/or security with a Landlord, and executing and delivering any necessary acknowledgements, indemnities and assumption agreements required by: (i) the Landlord as a condition to the issuance of its consent and/or release that are commercially reasonable or otherwise contemplated by the applicable Real Property Lease; and or (ii) the Court as a condition to the issuance of the Approval and Vesting Order. The Buyer acknowledges that:

- (a) the Buyer shall be solely responsible for any and all expenses and fees in connection with obtaining the Required Consents, including the costs of any motions before the Court or other Court proceedings relating to obtaining the Required Consents or otherwise forcing the assignment of the Real Property

Lease or other Contracts. Any Required Consents must be on terms which are acceptable to the Receiver and the Buyer, each acting reasonably;

- (b) in the event that the value of the Construction Liens to be vacated is greater than the value of the Tenant Inducements that are applied to the Construction Liens, then the Buyer shall remit to the Receiver an amount sufficient to settle and vacate such Construction Liens up to a maximum amount of \$150,000 (the “**Top-Up Amount**”) prior to or immediately upon Closing.
- (c) (i) the Buyer is not entitled to request any amendments of the terms of the Real Property Lease in connection with obtaining any Required Consent or Court approval for the sale of any of the Purchased Assets or the assignment of the Real Property Lease; and (ii) nothing herein shall prohibit the Receiver from seeking and requiring a release from the Landlord in respect of the obligations of the Company and the Receiver in respect of the Real Property Lease as a term of such consent; and (iii) the applicable consent will not be required if the Landlord’s consent is granted, deemed granted or deemed not to be necessary as a result of the Approval and Vesting Order.

#### 7.4 Warranties

From and after Closing, the Buyer shall authorize and direct its authorized dealers to honour warranty claims on new “Roadtrek” vehicles forming part of the Purchased Assets, including “Roadtrek” vehicles manufactured and sold by the Company or the Receiver prior to or after the commencement of the Receivership Proceedings and sold to the original purchasers (not resale units, for greater certainty), where such Roadtrek vehicles are found to be defective in materials or workmanship made or supplied by the Company. Such warranty claims shall be honoured solely in respect of an all-inclusive two (2) year period (the “**Warranty Period**”) commencing on the date of purchase of each such “Roadtrek” vehicle (whether such purchase occurred prior to or after the commencement of the Receivership Proceedings (the “**Purchase Date**”)), shall be honoured up to a maximum warranty claim amount of \$1,500 per unit (inclusive of all costs, parts, labour and any applicable Taxes), and shall be subject to all of the ordinary and standard exclusions found in the applicable “Roadtrek” purchase agreement (the “**Buyer Warranty**”). For greater certainty, the Buyer shall only be required to honour warranty claims made by original purchasers (and not by any purchasers or other assignees of resale units), provided any such claim is based on the Purchase Date and does not extend beyond the Warranty Period. The Buyer Warranty set out in this Section 7.4 shall be detailed in the motion materials to be filed by the Receiver with the Court and served in connection with the motion for the Approval and Vesting Order. For greater certainty, the Buyer Warranty does not extend, in whole or in part, and the Buyer shall not be obligated to extend the Buyer Warranty to any owner, licensee, assignee, operator, passenger or any other Person with an interest in any of the Excluded Warranty Vehicles.

#### 7.5 Covenants Relating to this Agreement

Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith, to execute and deliver such other documents, certificates, agreements and other writings, and, subject to the directions of the Court, use commercially reasonable efforts to do all such other

acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and in any event prior to the Sunset Date, the transactions contemplated by this Agreement.

## 7.6 Release; Acknowledgements; Indemnity

- (a) Except as otherwise contained herein, effective as of the Closing, the Buyer hereby releases and forever discharges the Receiver, the Company and its affiliates, their respective directors, officers, partners, members, shareholders, principals, employees and agents, and all of their respective successors and assigns, from any and all actual or potential Claims which such Persons had, have or may have in the future to the extent relating to the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities.
- (b) The Buyer hereby agrees to indemnify the Receiver, the Company and its affiliates, their respective directors, officers, partners, members, shareholders, principals, employees and agents, and all of their respective successors and assigns, and save each of them fully harmless from and against, and will reimburse or compensate each of them on demand for, all losses and Claims arising from, in connection with or related in any manner whatsoever to:
  - (i) the Buyer's failure to pay when due, and perform and discharge, the Assumed Liabilities;
  - (ii) the Buyer's access in accordance with Section 7.1; and
  - (iii) the collection, use or disclosure of Confidential Information or Personal Information by the Buyer or its representatives.

## 7.7 Employee Matters

- (a) The Buyer may, but shall not be required to, offer employment to the Temporary Employees or any other former Employees of the Company, conditional on Closing and with effect as of the Closing Date. The Employees who accept the Buyer's offer of employment shall hereinafter be collectively referred to as the "**New Hires**". The Buyer shall be responsible for all liabilities and obligations in respect of the New Hires arising on or after the Closing Date.
- (b) Effective as of the Closing Date, each of the New Hires shall cease to participate in and accrue benefits under the Employee Plans. The Buyer shall establish or otherwise designate new benefit plans (collectively, the "**Buyer Benefit Plans**") to provide benefits to the New Hires in respect of the period on and after the Closing Date. The Buyer shall be responsible, in accordance with the terms of the Buyer Benefit Plans, for any and all liabilities and obligations under the Buyer Benefit Plans.

## 7.8 Tax Matters

- (a) For purposes of any income Tax return related to the transactions contemplated in this Agreement, the Buyer and the Receiver agree to report the transactions contemplated in this Agreement in a manner consistent with the Allocation Statement, and the Buyer and the Receiver shall not voluntarily take any action inconsistent therewith in any such Tax return, refund claim, litigation or otherwise, unless required by applicable Tax laws. The Buyer and the Receiver shall each be responsible for the preparation of their own statements required to be filed under the *Income Tax Act* (Canada) and other similar forms in accordance with applicable Tax laws.
- (b) All real property Taxes, personal property Taxes and similar *ad valorem* obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between the Receiver, on the one hand, and the Buyer, on the other hand, based on the number of days of such taxable period up to and including the Closing Date (such portion of such taxable period, the “**Pre-Closing Tax Period**”) and the number of days of such taxable period after the Closing Date (such portion of such taxable period, the “**Post-Closing Tax Period**”). Except as otherwise provided herein, the Company shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Tax Period, and the Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Tax Period.
- (c) To the extent permitted under subsection 167(1) of the GST and HST Legislation, and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged Tax, each of the Buyer and the Receiver shall jointly elect that no Tax be payable with respect to the purchase and sale of the Purchased Assets under this Agreement. The Buyer and the Receiver shall make such election(s) in prescribed form containing prescribed information and the Buyer shall file such election(s) in compliance with the requirements of the applicable legislation. Notwithstanding such election(s), in the event it is determined by the Canada Revenue Agency (or another applicable provincial Governmental Authority) that there is a liability of the Buyer to pay, or of the Receiver to collect and remit, any Taxes payable under the GST and HST Legislation (or any applicable provincial legislation) in respect of the sale and transfer of the Purchased Assets, fifty percent (50%) of such Taxes shall be paid by the Buyer in accordance with Section 7.8(d).
- (d) In respect of the purchase and sale of the Purchased Assets under this Agreement, to the extent permitted by Applicable Law, the Buyer, on the one hand, and the Receiver, on the other hand, shall (A) be severally liable for fifty percent (50 %) of all: (i) federal, provincial or local sales and use Taxes payable by the Buyer and collectible by the Receiver (including under the GST and HST Legislation and under any similar provincial or territorial legislation imposing a similar value-added or multi-staged Tax) (if any) in connection with the sale of the Purchased Assets (and shall be entitled to receive its respective share of any applicable

credits or refunds with respect to any such amounts paid or funded by it pursuant to this Section 7.8(d), each a “**Tax Credit**”); and (ii) stamp, transfer, registration or recording taxes, fees or charges (if any) payable in connection with the sale of the Purchased Assets; and (B) pay direct to the appropriate Governmental Authority all such sales and use Taxes, stamp, transfer, registration or recording taxes, fees or charges payable by it and, upon the reasonable request of the Receiver, the Buyer shall furnish proof of such payment. The Buyer shall deliver to Receiver any purchase exemption certificates being relied on by the Buyer in accordance with and in the form and manner as required under Applicable Laws governing provincial sales and transfer Taxes.

- (e) If requested by the Buyer and to the extent permitted thereunder, the Receiver and the Buyer will jointly execute, and each of them will file promptly following the Closing Date, an election under Section 22 of the *Income Tax Act* (Canada), and any corresponding provisions of any applicable provincial income Tax legislation. For the purposes of such elections, the Buyer and the Receiver will, acting reasonably, jointly determine the amount that the parties will designate as the portion of the Purchase Price allocable to the debts in respect of which such elections are made. For greater certainty, the Receiver and the Buyer agree to prepare and file their respective Tax returns in a manner consistent with such election(s).
- (f) The Buyer hereby waives compliance by the Receiver with Section 6 of the *Retail Sales Tax Act* (Ontario) and with any similar provision contained in any other Applicable Law in respect of all sales and transfer Taxes, registration charges and transfer fees payable.
- (g) On Closing, the Buyer, Guarantor and the Receiver shall each have executed and delivered a certificate, undertaking and indemnity which includes the Buyer’s certification of its registration numbers issued under the GST and HST Legislation, and incorporates the provisions of this Section 7.8 (a “**GST/HST Certificate, Undertaking and Indemnity**”). The Buyer shall indemnify and save the Receiver harmless from and against, and the Receiver shall indemnify and save the Buyer harmless from and against, fifty percent (50%) of any and all Taxes including, transfer Taxes and goods and services tax or harmonized sales tax, as the case may be, imposed under the GST and HST Legislation and any other value added or multi-staged tax or sales tax, and costs which may become payable by or assessed against the Company or the Receiver as a result of any failure by the Receiver to collect and remit any goods and services tax or harmonized sales tax payable under the GST and HST Legislation or any value added or multi-staged tax or sales tax and applicable on the sale and conveyance of the Purchased Assets by the Receiver to the Buyer or as a result of any inaccuracy, misstatement, or misrepresentation made by the Buyer or the Receiver, as applicable, in connection with any matter raised in this Section 7.8 or in its GST/HST Certificate, Undertaking and Indemnity or any failure by the Buyer or the Receiver, as applicable, to comply with the provisions of this Section 7.8 or its GST/HST Certificate, Undertaking and Indemnity. The Guarantor shall

guarantee all of the obligations of the Buyer under this Section 7.8 and the GST/HST Certificate, Undertaking and Indemnity.

### **7.9 Certain Payments or Instruments Received from Third Persons**

To the extent that, after the Closing Date: (a) the Buyer or any of its affiliates receive any payment, instrument or Tax Credit that is for the account of the Receiver or the Company, as applicable, according to the terms of any Closing Document or relates to any Excluded Asset or Excluded Liability, the Buyer shall, and shall cause its affiliates to, promptly deliver such amount, instrument or Tax Credit to the Receiver; or (b) the Receiver receives any payment, instrument or Tax Credit that is for the account of a Buyer according to the terms of any Closing Document or that relates to the Purchased Assets or Assumed Liabilities, the Receiver shall promptly deliver such amount, instrument or Tax Credit to such Buyer. All amounts due and payable under this Section 7.9 shall be due and payable by the applicable Party in the form received or otherwise in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, the Receiver, on the one hand, and the Buyer, on the other hand, hereby undertake to, as reasonably requested and at the other's expense, direct or forward all bills, invoices or like instruments to the appropriate Party. Notwithstanding the foregoing, in the event that there is an inconsistency between this provision and a provision in the Transition Agreements, the provision in the Transition Agreements shall govern.

### **7.10 Intellectual Property Matters**

The Receiver shall cooperate with and assist the Buyer, at the Buyer's expense, to secure the Buyer's rights in and to the Purchased IP in all jurisdictions, including without limitation, the registration or recordal of the assignment of the Purchased IP to the Buyer or the Buyer's designees in all such jurisdictions.

### **7.11 Notice of Certain Events**

The Receiver, on the one hand, and the Buyer and Guarantor, on the other hand, shall give prompt written notice to the other Party of: (a) the occurrence or non-occurrence of any fact, change, condition or event, the occurrence or non-occurrence of which would render any representation or warranty of such Party contained in this Agreement or any of the Closing Documents untrue or inaccurate in any material respect; (b) any failure of such Party to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party hereunder in any material respect or any event or condition that would otherwise reasonably be expected to result in the nonfulfillment of any of the conditions to such Party's obligations hereunder; (c) any notice (whether written or oral) from any Person (including any counterparty to a Contract) alleging that the consent of such Person is or may be required in connection with, or that any Contract with any such Person is or may be breached or otherwise violated in connection with, the consummation of the Closing or any of the other transactions contemplated by this Agreement or any of the Closing Documents; or (d) any proceeding pending or, to the knowledge of such Party, threatened, against such Party relating to the Agreement and the other transactions contemplated by this Agreement or any of the Closing Documents.

## 7.12 Risk of Loss

In the event the Purchased Assets, or any part thereof, are damaged or destroyed or appropriated, expropriated or seized by any Person, on or prior to the Closing Date, the Buyer will complete the transactions contemplated by this Agreement on an “as is, where is” and “without recourse” basis without reduction of the Purchase Price, provided such damage, destruction, appropriation, expropriation or seizure does not constitute a Material Adverse Effect. In any such event not constituting a Material Adverse Effect, all proceeds of insurance (or compensation for expropriation or seizure) in respect thereof will be payable to the Buyer on the Closing Date and all right and claim of the Receiver and the Company to any such amounts not paid by the Closing Date will be assigned to the Buyer. For greater certainty, in no event shall the aggregate total of the insurance proceeds assigned to the Buyer in accordance with this Section 7.12 and the fair market value of Purchased Assets exceed the Purchase Price.

## 7.13 Transition Services

Prior to the Closing, the Buyer and the Receiver shall negotiate, in good faith, the terms of an agreement governing the provision of support and transition services to each other as is reasonably needed by the Buyer or the Receiver, as appropriate, including with respect to the administration of the Receivership Proceedings and collection of the Accounts Receivable, substantially in the form attached as Schedule 7.13 (the “**Transition Services Agreement**”). In addition to the foregoing, the Transition Services Agreement shall govern the shared occupancy of the premises municipally known as 25 Reuter Drive, Cambridge, Ontario, to facilitate the transition of the Acquired Business to the Buyer following the Closing Date.

## ARTICLE 8 COURT ORDERS

### 8.1 Court Orders

The Buyer shall cooperate with the Receiver acting reasonably, as may be necessary, including by providing such information and taking such actions as may be reasonably requested, in obtaining the Approval and Vesting Order.

## ARTICLE 9 TERMINATION

### 9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Buyer and the Receiver or on further order of the Court;
- (b) by the Receiver in accordance with Section 3.2;
- (c) by the Receiver or the Buyer if the Closing has not occurred by the Sunset Date;



- (d) by the Receiver, if required under any Order of a court of competent jurisdiction, including the Court;
- (e) by the Receiver if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.1 or Section 6.3, as applicable, by the Sunset Date and such violation or breach has not been waived by the Receiver or cured within ten (10) Business Days after written notice thereof from the Receiver, unless the Receiver is in material breach of its obligations under this Agreement; or
- (f) by the Buyer, if there has been a material violation or breach by the Receiver of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.1 or Section 6.2, as applicable, by the Sunset Date and such violation or breach has not been waived by the Buyer or cured within ten (10) Business Days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give written notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

## **9.2 Effect of Termination**

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that (a) this Section 9.2 and Sections 1.9, 3.5, 5.9, 5.10, 7.6(b)(ii), 7.6(b)(iii), 11.1, 11.3, 11.4, 11.5, 11.6, 11.7 and 11.8 shall survive and not become void, (b) the confidentiality, non-use and non-disclosure obligations under the Confidentiality Agreement shall survive in accordance with the terms of the Confidentiality Agreement, and (c) no termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement.

## **ARTICLE 10 CLOSING**

### **10.1 Location of the Closing**

The Closing may take place in person at the offices of Osler, Hoskin & Harcourt LLP located at Suite 6300, First Canadian Place, 100 King Street West, Toronto, Ontario or may be affected by way of a virtual closing, whereby required executed closing deliverables are circulated by electronic mail in pdf and released at such time and pursuant to such protocols and confirmations as the Parties may agree.

### **10.2 Receiver's Deliveries at Closing**

At Closing, the Receiver shall deliver or cause to be delivered to the Buyer the following:

- (a) a copy of the Approval and Vesting Order;

- (b) the General Assignments and Bills of Sale for the Purchased Assets duly executed by the Receiver;
- (c) the Lease Assignment and Assumption Agreements for the Real Property Lease duly executed by the Receiver;
- (d) the IP Assignment and Assumption Agreements duly executed by the Receiver;
- (e) the IT Assignment and Assumption Agreements for the IT Contracts duly executed by the Receiver;
- (f) the Transition Services Agreement duly executed by the Receiver;
- (g) an executed copy of the Receiver's Certificate;
- (h) the certificate contemplated by Section 6.2(c);
- (i) a duly executed election pursuant to GST and HST Legislation and any other certificates, elections or other documents required to be delivered pursuant to Section 7.8;
- (j) a GST/HST Certificate, Undertaking and Indemnity duly executed by the Receiver; and
- (k) all other documents required to be delivered by the Receiver on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Buyer in good faith.

### **10.3 Buyer's Deliveries at Closing**

At Closing, the Buyer shall deliver or cause to be delivered to the Receiver:

- (a) the balance of the Purchase Price (after any mutually agreed adjustment in accordance with Section 3.2) net of the Deposit;
- (b) any sales or transfer Taxes payable on Closing by the Buyer to the Receiver pursuant to Section 7.8(c) hereof;
- (c) the General Assignments and Bills of Sale for the Purchased Assets duly executed by the Buyer;
- (d) the Lease Assignment and Assumption Agreements for the Real Property Leases duly executed by RT Acquisition;
- (e) the IP Assignment and Assumption Agreements duly executed by the Buyer;
- (f) the IT Assignment and Assumption Agreements for the IT Contracts duly executed by the Buyer;
- (g) the Transition Services Agreement duly executed by the Buyer;

- (h) to the extent payable on Closing, evidence that Cure Costs (if any) in respect of the Real Property Lease and the IT Contracts have been paid in accordance with Section 3.4(c);
- (i) the Top-Up Amount, if required by the Receiver;
- (j) the certificates contemplated by Section 6.3(c);
- (k) a duly executed election pursuant to GST and HST Legislation and any other certificates, elections or other documents required to be delivered pursuant to Section 7.8;
- (l) a GST/HST Certificate, Undertaking and Indemnity duly executed by the Buyer and Guarantor; and
- (m) all other documents required to be delivered by the Buyer on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Receiver in good faith.

#### **10.4 Possession of Assets**

On Closing, the Buyer will take possession of the Purchased Assets wheresoever situated at Closing. In no event will the Purchased Assets be sold, assigned, transferred or set over to the Buyer until the conditions set out in the Approval and Vesting Order have been satisfied, and the Buyer has satisfied all delivery requirements outlined in Section 10.3. The Buyer acknowledges and agrees that the Purchased Assets may be situated on third-party premises or storage facilities and that the Buyer is solely responsible for making and paying for any necessary arrangements with such third parties for the release or delivery of the Purchased Assets or storage of the Purchased Assets from and after the Closing Date. Notwithstanding the foregoing, the Receiver covenants and agrees to use commercially reasonable efforts to assist the Buyer in obtaining possession of the Purchased Assets.

#### **10.5 Receiver's Certificate**

The Parties hereby acknowledge and agree that the Receiver will be entitled to file the Receiver's Certificate with the Court without independent investigation upon receiving written confirmation from the Buyer that all conditions to Closing in favour of the Buyer has been satisfied or waived, upon receiving the Purchase Price, and upon the satisfaction or waiver by the Receiver of all conditions to Closing in favour of the Receiver, and the Receiver will have no liability to the Buyer or any other Person as a result of filing the Receiver's Certificate.

### **ARTICLE 11 GENERAL MATTERS**

#### **11.1 Confidentiality**

The Buyer shall keep confidential all Confidential Information relating to the Company, the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets and the Excluded Liabilities in accordance with the terms of the Confidentiality Agreement.

## 11.2 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the Receiver, on the one hand, or by the Buyer, on the other hand, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the Receivership Proceedings) or by any stock exchange on which any of the securities of such Party or any of its affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing, the transactions contemplated in this Agreement may be disclosed by the Receiver to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that the Receiver and its professional advisors may prepare and file such reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to obtain the Approval and Vesting Order and complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith. The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to by them.

## 11.3 Survival

None of the representations, warranties, covenants (except the representations in Section 5.10 and the covenants in Article 2, Article 3, Article 11 and Sections 5.9, 7.2, 7.4, 7.6, 7.7, 7.8, 7.9, 7.10, 11.1, 11.4 and 11.5 to the extent they are to be performed after the Closing) of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing.

## 11.4 Guarantee

The Guarantor hereby guarantees the payment and performance by the Buyer of all of the Buyer's covenants, obligations, liabilities and indemnities under this Agreement and the Closing Documents up to a maximum of the Purchase Price less the non-refundable Deposit (which maximum amount shall not apply in respect of the Buyer's indemnities under Sections 2.5(c), 7.6(b), and 7.8(g) or under the Closing Documents) (the "**Guaranteed Obligations**"), and covenants with the Receiver that the Guarantor is, and that the Guarantor shall be, directly liable as principal obligor for the payment and performance of all such Guaranteed Obligations without necessity or requirement for the Receiver to pursue or exhaust its remedies or recourse against the Buyer.

## 11.5 Expenses

Except as otherwise specifically provided herein, the Receiver, the Buyer, and the Guarantor shall be responsible for their own respective expenses (including fees and expenses of legal advisers, accountants and other professional advisers) in connection with the negotiation and settlement of this Agreement, and the completion of the transactions contemplated hereby.

## 11.6 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, securityholder, affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Buyer, the Receiver or the Guarantor, as applicable, under this Agreement, or for any Claim based on, in respect of or by reason of the transactions contemplated hereby.

## 11.7 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Party, except that without such consent the Buyer may, upon prior notice to the Receiver: (a) assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of its subsidiaries or affiliates; or (b) direct that title to all or some of the Purchased Assets be transferred to, and the corresponding Assumed Liabilities be assumed by, one or more of its subsidiaries or affiliates; provided that no such assignment or direction shall relieve the Buyer or the Guarantor of their respective obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as provided in Section 7.6 nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

## 11.8 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by email:

- (a) in the case of a Notice to the Buyer or Guarantor at:

Rapido Groupe  
414 Rue des Perrouins  
CS20019  
53101 Mayenne Cedex, France

Attention: Mr. Nicholas Rosseau  
Email: nrousseau@rapido.fr

with copies (which shall not in themselves constitute notice) to counsel to the Buyer:

Cassels Brock & Blackwell LLP  
2100 Scotia Plaza

40 King Street West  
Toronto, ON M5H 3C2

Attention: Marc Mercier, Partner  
Email: mmercier@casselsbrock.com

(b) in the case of a Notice to the Receiver at:

Alvarez & Marsal Canada Inc.  
200 Bay Street, Royal Bank South Tower  
Suite 2900, Toronto ON M5J 2J1

Attention: Stephen Ferguson, Senior Vice-President  
Email: sferguson@alvarezandmarsal.com

with copies (which shall not in themselves constitute notice) to counsel to the Receiver:

Osler, Hoskin & Harcourt LLP  
100 King Street West, 1 First Canadian Place  
Suite 6200, Toronto, ON M5X 1B8

Attention: Tracy Sandler, Partner  
Email: tsandler@osler.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. (Toronto time). However, if the Notice is delivered or transmitted after 5:00 p.m. (Toronto time) or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section 11.8.

### **11.9 Counterparts; Facsimile Signatures**

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by facsimile signature or by electronic image scan which, for all purposes, shall be deemed to be an original signature.

### **11.10 Language**

*Les Parties aux présentes ont expressement exigé que le présent convention et tous les documents et avis qui y sont afférents soient rédigés en anglaise.* The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English.

*[Signature pages follow]*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

RT ACQUISITION CORP.

By: 

Name: Marc Mercier

Title: Director

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver and manager of Erwin Hymer Group North America, Inc., and not its personal or corporate capacity

By: 

Name: Stephen Ferguson

Title: Senior Vice-President

**VDL PARTICIPATIONS**  
S.A.S. au capital de 551 880 €  
Route de Bretagne - B.P. 19  
53101 MAYENNE Cedex  
Tél. 02 43 30 10 70-Fax. 02 43 30 48 80  
@irel 382 858 874 00020 - APE 6420Z

VDL PARTICIPATION SAS

By: 

Name: Pierre Rousseau

Title: President

**Schedule 1.1(i)**

**Approval and Vesting Order**

(Attached)



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ● ) MONDAY, THE 17<sup>th</sup>  
JUSTICE ● ) DAY OF JUNE, 2019

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**ORDER  
(Roadtrek Approval and Vesting)**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager (the “**Receiver**”) without security of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**” or the “**Debtor**”), for an Order approving the sale transaction (the “**Roadtrek Transaction**”) contemplated by an asset purchase agreement (the “**APA**”) between the Receiver, RT Acquisition Corp., as purchaser (the “**Purchaser**”), and VDL Participation SAS, as guarantor (the “**Guarantor**”) dated May ●, 2019, and vesting in the Purchaser the Debtor’s right, title and interest

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in and to the Purchased Assets (as defined in the APA), and approving the transition services and occupation agreement, made as of ●, 2019 (the “TSA”), was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated ●, 2019 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver, Corner Flag LLC (“**Corner Flag**”), the Purchaser and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● affirmed ●, 2019, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record be and are hereby abridged and validated, and this motion is properly returnable today.

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the APA, the TSA or the Second Report.

### **APPROVAL OF APA AND TSA**

3. **THIS COURT ORDERS AND DECLARES** that the Roadtrek Transaction is hereby approved, and the execution of the APA and the TSA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver and the Purchaser may deem necessary and mutually agree to. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Roadtrek Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the APA shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including possessory liens), executions, levies, charges, warranties (other than those expressly provided in the APA and not expressly excluded according to the provisions thereof), or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 15, 2019;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including those listed in Schedule "B" hereto; and
- (c) those construction lien claims and certificates of action listed on Schedule "C" hereto (the "**Construction Liens**");

(all of which, as set out in the foregoing paragraphs 4(a) – 4 (c) are collectively referred to as the "**Encumbrances**"), but excluding the Permitted Encumbrances under the APA as listed in Schedule "D" hereto and, for greater certainty, this Court orders that (i) the Construction Liens are hereby vacated as if an order had been made to vacate them by the posting of security for such claims pursuant to s. 44(1) of the *Construction Act* (Ontario); and (ii) the remaining Encumbrances

affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and similar provisions under applicable provincial private sector privacy legislation, the Receiver is authorized and ordered, where applicable, to disclose and transfer personal information in the Debtor’s records (“**Personal Information**”) to the Purchaser in accordance with the APA and the TSA. The Purchaser shall (i) use and disclose the Personal Information solely for the purposes for which the Personal Information was collected, permitted to be used or disclosed by the Debtor, except as otherwise permitted by law; (ii) protect the Personal Information by security safeguards appropriate to the sensitivity of such information; (iii) give effect to any withdrawal of consent by an individual to the collection, use or disclosure of the Personal Information; and (iv) notify the individuals to whom such Personal Information relates, within a reasonable time after the Roadtrek Transaction

is completed, that their Personal Information has been disclosed in connection with the Roadtrek Transaction.

8. **THIS COURT ORDERS** that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **CONSTRUCTION LIEN RESERVE**

9. **THIS COURT ORDERS** that the Receiver shall establish a reserve from the Net Proceeds for the benefit of those parties that registered the Construction Liens (each, a “**Construction Lien Claimant**”) in an amount equal to \$●, being the aggregate amounts claimed by each Construction Lien Claimant together with security for costs, or such lesser amount as mutually agreed between the Receiver and the Construction Lien Claimant (the “**Construction**

**Lien Claim Reserve**”). For greater certainty, the creation of the Construction Lien Claim Reserve does not in itself create, enhance, affect or impair any rights of any parties in relation to such funds.

#### **SEALING**

10. **THIS COURT ORDERS** that Confidential Appendix “A” and Confidential Appendix “B” to the Second Report shall be and are hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### **GENERAL**

11. **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.

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## Schedule A – Form of Receiver’s Certificate

Court File No. CV-19-614593-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019, Alvarez & Marsal Canada Inc. was appointed as the receiver (the “**Receiver**”) of the of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated June [17], 2019, the Court approved the asset purchase agreement (the “**APA**”) between the Receiver, RT Acquisition Corp., as purchaser (the “**Purchaser**”), and VDL Participation SAS as guarantor (the “**Guarantor**”) dated May ●, 2019, and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set

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out in sections 6.1, 6.2 and 6.3 of the APA have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in sections 6.1, 6.2 and 6.3 of the APA have been satisfied or waived by the Receiver and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Receiver of the undertaking, property and assets of Erwin Hymer Group North America, Inc., and not in its personal or corporate capacity

Per: \_\_\_\_\_  
 Name:  
 Title:



### Schedule B – Claims to be Released, Discharged and Expunged from Purchased Assets

File Number	Registration Number	Secured Party	Collateral Class
<b>Debtor: Roadtrek Motorhomes Inc.</b>			
708712542	20150805 1435 1530 4678	De Lage Landen Financial Services Canada Inc.	E, A, O, MV
706972599	20150610 1039 8077 3816	RCAP Leasing Inc.	E, A, O
<b>Debtor: Erwin Hymer Group North America Inc.</b>			
749233863	20190320 1044 1529 8374	Tandet Nationalease Ltd	E, MV
748569303	20190225 1944 1531 0912	Tandet Nationalease Ltd.	E, MV
748569231	20190225 1944 1531 0905	Tandet Nationalease Ltd.	E, MV
748569222	20190225 1944 1531 0904	Tandet Nationalease Ltd.	E, MV
748569213	20190225 1944 1531 0903	Tandet Nationalease Ltd.	E, MV
748569204	20190225 1944 1531 0902	Tandet Nationalease Ltd.	E, MV
748569195	20190225 1944 1531 0901	Tandet Nationalease Ltd.	E, MV
748569186	20190225 1944 1531 0900	Tandet Nationalease Ltd.	E, MV
748569177	20190225 1944 1531 0899	Tandet Nationalease Ltd.	E, MV
748569168	20190225 1944 1531 0898	Tandet Nationalease Ltd.	E, MV
748454562	20190220 1233 1590 0351	Mercedes-Benz Financial Services USA LLC	I, E, O
748370925	20190215 1048 1793 0195 (as amended by 20190411 1056 1793 2391)	C.F. Maier Systems Inc	CG, I, E, A, O
748211193	20190208 1041 1590 9673	Corner Flag LLC	I, E, A, O, MV
748039833	20190201 1149 1590 9141	RS Finishing Systems Inc.	I, E, A
748017297	20190131 1756 1590 9110 (as amended by 20190204 1250 1590 9260)	Erwin Hymer Group SE	I, E, A, O, MV
736092288	20180131 1036 1529 4973	Royal Bank Of Canada	CG, O, MV
723214692	20161207 1557 1624 2485	Scherer Leasing Inc	CG, E, MV
672326406	20110819 1451 1530 1422 (as amended by 20110824 1453 1530 5098 and 20160308 1950 1531 3309)	Mercedes-Benz Financial Services	I, E, A, O, MV
668180466	20110309 1945 1531 8304 (as amended by 20160308 1950 1531 3308)	Mercedes-Benz Financial Services Canada Corporation, Mercedes-Benz Financial Services and Daimler Truck Financial	I, E, A, O, MV

Draft

File Number	Registration Number	Secured Party	Collateral Class
667755387	20110217 1138 1793 6123 (as renewed by 20151222 1445 1530 6069, and 20160211 1405 1462 2758; as amended by 20160211 1405 1462 2759, 20160226 1643 1793 1572, 20160229 0808 1793 1581, and 20170216 1524 1793 1929; as assigned by 20190128 1321 1590 8770 and 20190401 1125 1590 3321)	Erwin Hymer Group SE	I, E, A

Draft

**Schedule C – Construction Lien Claims to be deleted and expunged from title to Real Property**

20 Tyler Street, Cambridge, Ontario (PIN 03765-0923 (LT))

1. WR1167102 registered on February 1, 2019 being a construction lien in favour of Jay Fencing Ltd. in the amount of \$65,002.12
2. WR1169694 registered on February 19, 2019 being a construction lien in favour of Travis Mitchell in the amount of \$817,125.36
3. WR1174846 registered on March 22, 2019 being a construction lien in favour of Toromont Industries Ltd. in the amount of \$14,064.92

Draft

### Schedule D – Permitted Encumbrances

- (i) Encumbrances given by the Debtor as security to a public utility or any Governmental Authority when required in the ordinary course of the Business but only insofar as they relate to any amounts not due as at the Closing Date;
- (ii) reservations, limitations, provisos and conditions, if any, expressed in any original grants of land from the Crown and any statutory limitations, exceptions, reservations and qualifications;
- (iii) statutory liens for current property Taxes, assessments or other governmental charges not yet due and payable;
- (iv) Encumbrances for charges for electricity, power, gas, water and other services and utilities in connection with the Property that have accrued but are not yet due and owing;
- (v) the provisions of all Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Property;
- (vi) all Off-Title Compliance Matters;
- (vii) all instruments which are registered against title to a Leased Property;
- (viii) all Encumbrances permitted by this Agreement or caused by the Purchaser or its affiliates, agents, or representatives;
- (ix) the Encumbrances and other rights in favour of the Landlord contained in the Real Property Lease;
- (x) the Encumbrances which the Real Property Lease and/or any Leased Property are stated to be subject to or bound by pursuant to the terms of the Real Property Lease;
- (xi) any ground lease, head lease or other lease which is superior to the Real Property Lease (each a “**Head Lease**”), any Encumbrances or other rights in favour of the applicable landlord contained in any Head Lease, and any Encumbrances which the Head Leases and/or leasehold interests created thereby are stated to be subject to or bound by pursuant to the terms of the applicable Head Lease;
- (xii) Encumbrances encumbering the intervening leasehold interest pursuant to a Head Lease; and
- (xiii) all Encumbrances affecting a Landlord’s freehold interest in any Leased Property.

CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

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**ORDER  
(Roadtrek Approval and Vesting)**

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**OSLER, HOSKIN & HARCOURT LLP**  
Box 50  
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Tel: 416.862.4923  
Fax: 416.862.6666

Counsel for the Receiver

Draft

*Schedule 1.1(aa) - Construction Liens*

20 Tyler Street, Cambridge, Ontario (PIN 03765-0923 (LT))

1. WR1167102 registered on February 1, 2019 being a construction lien in favour of Jay Fencing Ltd. in the amount of \$65,002.12
2. WR1169694 registered on February 19, 2019 being a construction lien in favour of Travis Mitchell in the amount of \$817,125.36
3. WR1174846 registered on March 22, 2019 being a construction lien in favour of Toromont Industries Ltd. in the amount of \$14,064.92

**Schedule 1.1 (tt) - Excluded Warranty Vehicles**

*The definition of Excluded Warranty Vehicles includes and hereby automatically extends to any other vehicle not listed below but otherwise produced and/or sold by Erwin Hymer Group North America, Inc. under or in combination with the "Roadtrek" brand name or otherwise prior to the appointment of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed Receiver and Manager thereof on February 15, 2019 that is built on a Mercedes chassis with substantially the same seating configuration as the other vehicles listed on this schedule.*

<b>VIN</b>	<b>HWS Date</b>	<b>Model</b>	<b>Options</b>
C5668022	7/21/2013	RSAM	CS GL LX SC SF SL TF WA
C5668024	9/29/2013	RSAM	CP CS GL LX SC SF SL TF WA
C5668025	1/21/2013	RSAM	AM CP GL LX SC SF SL TF WA
C5668026	12/15/2012	RSAM	CP CS GL LX SC SF SL TF WA
C5696524	5/14/2013	RSAM	CS GL LX SC SF SL TF WA SI
C5696526	7/25/2013	RSAM	CS GL LX SC SF SL TF WA
C5696527	7/17/2013	RSAM	CS GL LX SC SF SL TF WA
C5696529	11/16/2012	RSAM	GL LX SC SF SL TF WR
C5696530	1/28/2013	RSEM	LX SL TF WA
C5696531	3/9/2013	RSAM	CS GL SC SF SL TF WA
C5696532	4/26/2013	RSAM	CS GL LX SF SL TF
C5696991	10/18/2012	RSAM	CS GL SF TF WA
C5696992	10/15/2013	RSAM	CS GL SC SF SL TF WA 40th SI
C5696993	12/6/2012	RSAM	CS GL LX SC SF SL TF WA
C5696994	5/23/2013	RSAM	CS GL LX SF SL TF SI
C5699448	12/11/2012	RSAM	CS GL SE SF SL TF WA
C5699451	7/27/2013	RSAM	CS GL LX SC SF SL TF WA
C5699452	3/27/2013	RSAM	CS GL LX SF SL TF WA
C5699453	8/12/2013	RSAM	CS GL SC SF SL TF WA
C5699456	3/12/2013	RSAM	CS GL LX SC SF SL TF WA
C5699458	9/1/2013	RSAM	CP CS GL SC SF TF SI
C5699460	7/20/2013	RSAM	CS GL SC SF SL TF WA
C5699461	2/6/2013	RSAM	CS GL SC SF SL TF WA
C5699462	10/28/2013	RSAM	CP CS GL SC SF SL TF WA 40th SI
C5699463	6/29/2015	RSAM	CS GL SC SF TF
C5699464	4/23/2013	RSEM	LX SC SL TF WA
C5699465	3/7/2013	RSAM	CS GL LX SF SL TF WA WR
C5699466	1/10/2014	RSAM	CP GL SC SF SL TF WA
C5699467	12/11/2012	RSAM	CS GL SF SL TF WA
C5699468	5/3/2014	RSAM	CS FM GL LX SC SF SL TF WA
C5699469	6/14/2013	RSAM	CS GL LX SF SL TF WA SI
C5699470	5/30/2014	RSAM	CS GL LX SC SF SL TF WA
C5699471	4/26/2013	RSEM	LX SL TF WA
C5699472	11/23/2013	RSAM	CP CS GL LX SC SF SL TF WA
C5700063	4/21/2014	RSAM	CS GL LX SC SF SL TF WA
C5700064	2/22/2013	RSAM	CS GL SC SF SL TF WA
C5701393	1/12/2013	RSAM	CS GL LX SF SL TF WA
C5701394	2/21/2014	RSEM	LX SC SL TF WA
C5701395	3/2/2013	RSAM	CS GL SF SL TF WA
C5701396	6/30/2013	RSAM	CS GL SC SF SL TF WA
C5701397	3/9/2013	RSAM	CP CS GL SC SF SL TF WA
C5701398	8/28/2013	RSAM	CS GL LX SC SF SL TF WA
C5701399	12/31/2012	RSAM	CS GL LX SC SF TF XD
C5701400	3/8/2013	RSEM	LX SC SL TF WA
C5701401	3/26/2013	RSAM	CS GL LX SF SL TF WA
D5725667	9/23/2015	RSAM	AP CS GL LX SC SF SL SP TF WA
D5725668	4/16/2013	RSAM	GL TF
D5725669	2/26/2014	RSAM	AP CS GL SC SE SF SL SP TF WA
D5725670	8/14/2013	RSAM	CS FM GL SC SE SF TF
D5725671	12/26/2013	RSAM	CS GL SC SE SF SL SP TF WA

D5725672	5/27/2014	RSAM	CS GL SC SF SL TF WA
D5725673	3/30/2013	RSEM	B3 FM GF SC SL TF WA XD
D5725674	6/11/2013	RSEM	LX SC SL TF WA
D5725675	6/12/2013	RSAM	CS GL LX SC SF SL TF WA SI
D5725676	12/10/2013	RSCM	GL LX SC SL TF WA
D5725677	7/22/2014	RSCM	GL LX SC SL TF WA



D5725678	8/11/2014	RSAM	CH CS GL SC SE SF SL TF WA
D5725679	5/25/2013	RSEM	CH LX PD SC TF WA XD
D5725680	3/16/2013	RSAM	CH CS GL LX SC SF SL TF WA
D5725797	6/5/2013	RSAM	CS GL LX PD SC SF TF WA XD SI
D5725983	5/5/2014	RSAM	CP CS GL LX SC SF SL TF WA
D5725984	10/5/2013	RSAM	CS GL SC SF SL TF WA 40th SI
D5725985	12/30/2013	RSAM	CS GL LX SC SF SL TF WA
D5725986	5/26/2013	RSAM	CH CS GL SC SE SF SL TF WA SI
D5725987	5/25/2013	RSEM	CH CP LX SC SL TF WA XD
D5725988	11/27/2013	RSAM	CH CS GL LX SC SF SL TF WA
D5725989	5/17/2013	RSEM	CH SC SL TF WA
D5726338	4/29/2013	RSAM	CP CS GL SC SE SF SL TF SI
D5726339	3/22/2013	RSAM	CS GL SC SE SF SL TF WA
D5726340	4/17/2013	RSEM	SE SL TF WA XD
D5726341	8/30/2013	RSAM	AP CS GL SC SE SF SL SP TF WA
D5726342	6/29/2013	RSEM	AM CP SC SE SL TF
D5726343	11/11/2013	RSEM	LX SC SL TF WA
D5726344	7/8/2014	RSAM	CP CS GL SC SF SL TF WA
D5726345	6/30/2013	RSAM	CS GL LX SF SL TF WA
D5726346	7/24/2013	RSCM	GL SC SL SP TF WA
D5726347	1/30/2014	RSEM	CP LX SC SL TF WA
D5726431	5/6/2013	RSEM	PD SE SL TF
D5726852	6/18/2014	RSAM	CS GL SC SE SF SL TF WA
D5726853	9/11/2013	RSAM	CS GL SC SE SF SL TF WA
D5726854	3/20/2013	RSAM	CS FM GL SC SE SF SL TF
D5726855	6/5/2013	RSAM	CS GL SC SE SF SL TF WA SI
D5726856	7/2/2015	RSAM	CS GL SC SE SF SL TF WA
D5726857	6/14/2013	RSCM	GL SC SE SL TF WA SI
D5726858	7/13/2013	RSCM	GL SC SE SL TF WA
D5726859	7/12/2013	RSEM	AP B2 CP SC SE SL TF WA XD
D5726860	11/16/2013	RSEM	SC SE SL TF WA 40th MWI
D5726861	3/22/2013	RSAM	CS GL SC SE SF SL TF WA
D5726862	6/9/2014	RSCM	GL SC SE SL TF WA
D5726863	7/15/2014	RSAM	CS GL SC SE SF SL TF WA
D5726864	3/20/2013	RSAM	CP CS GL LX SC SF SL TF WA
D5726865	3/20/2015	RSCM	ET SC SL TF WA
D5726866	9/12/2013	RSAM	CS GL LX SC SF SL TF WA
D5726867	6/21/2013	RSAM	CS GL SC SF SL TF WA SI
D5726868	7/30/2013	RSCM	GL LX SC SL TF WA
D5726869	8/2/2014	RSAM	CS GL LX SC SF SL TF WA
D5726870	5/9/2013	RSCM	CH GL SC SE SL TF WA SI
D5726871	10/4/2014	RSCM	CH GL SC SE SL TF WA
D5726872	4/25/2015	RSAM	CH CS GL LX SC SF SL TF WA
D5726873	6/8/2013	RSCM	AM CH ET LX SC WA XD
D5726874	4/6/2013	RSAM	AM CH CS GL LX SC SF SL TF WA
D5726988	6/5/2013	RSCM	GL SC SE SL TF WA SI
D5727324	6/18/2013	RSAM	CS GL LX SC SF SL SP TF WA
D5727325	4/30/2013	RSAM	CS GL SC SF SL TF WA SI
D5727326	3/14/2013	RSAM	CH CS GL SC SE SF SL TF WA
D5727327	10/5/2013	RSCM	CH GL LX SC SL TF WA - 40th MWI
D5727328	1/14/2015	RSCM	AP CH CK GL LX SC SL SP TF WA
D5727329	1/11/2014	RSAM	CH CS GL SC SF SL TF WA
D5728328	4/8/2014	RSAM	CP CS GL SC SE SF SL TF WA
D5728329	11/13/2013	RSAM	CS GL SE SF SL TF 40th SI
D5728339	8/18/2014	RSAM	AP CS GL SC SE SF SL SP TF WA
D5728340	6/30/2013	RSAM	CP CS GL SC SE SF SL SP TF WA
D5728341	9/10/2013	RSAM	AM AP CP CS GL GU SC SE SF SL SP TF WA -40th MWI
D5728342	10/30/2013	RSCM	AP GU SC SE SL SP TF WA - 40th MWI
D5728343	10/19/2013	RSAM	CS GL SC SE SF SL SP TF WA
D5728344	9/13/2013	RSAM	CS GL SC SE SF SL TF WA

D5728345	4/30/2014	RSAM	AP CP CS GL SC SE SF SL SP TF WA
D5728346	12/26/2013	RSAM	CS GL SC SF SL TF WA
D5728347	6/27/2014	RSAM	CS GL SC SF SL TF
D5728348	3/20/2014	RSAM	CS GL LX SC TF WA
D5728349	7/25/2013	RSAM	CS GL LX SC SF SL SP TF WA
D5728350	5/24/2013	RSEM	SC SL TF WA SI
D5728351	6/15/2013	RSEM	LX SC SL TF WA
D5728352	6/21/2013	RSCM	CH ET SC SE TF WA - 4 yr RT warranty
D5728353	5/30/2013	RSEM	CH FM SC SE TF
D5728354	2/6/2014	RSAM	CH CS GL LX SC SF TF
D5728355	7/17/2014	RSCM	CH GL LX SC SL TF WA
D5728846	6/26/2013	RSAM	CS GL SF SL TF
D5728857	8/1/2013	RSCM	AP GL SC SE SL SP TF WA
D5728858	10/28/2013	RSAM	AP CP CS GL SC SE SF SL SP TF WA - 40th MWI
D5728859	7/12/2014	RSAM	CS GL SC SE SF SL SP TF WA
D5729383	11/30/2013	RSAM	AP CS GL SC SE SF SL SP TF WA
D5729384	5/31/2014	RSAM	AP CP CS GL SC SE SF SL SP TF WA
D5729385	8/18/2013	RSAM	AP CS GL SC SE SF SL SP TF WA
D5729386	4/17/2014	RSEM	CP SC SE SL TF WA
D5729387	6/24/2013	RSAM	CS GL SC SE SF SL TF WA
D5729388	9/13/2013	RSAM	CP CS GL LX SC SF SL TF WA
D5729389	2/27/2014	RSAM	CP CS GL SC SF SL TF WA
D5729390	7/17/2014	RSEM	CP SC SL TF WA
D5729391	8/27/2013	RSAM	CS GL SC SF SL TF WA
D5730197	8/15/2014	RSAM	CS GL SF SL TF
D5730198	5/11/2013	RSAM	CS GL LX SF SL TF
D5730199	11/15/2013	RSCM	GL LX SC SL TF
D5730200	6/4/2014	RSAM	AP CS GL SC SF SL SP TF WA
D5730201	10/21/2013	RSCM	AP GL SC SL SP TF WA
D5730202	6/9/2014	RSAM	AP CS GL SC SE SF SL SP TF WA
D5730203	5/3/2014	RSAM	AP CS GL SE SF SL SP TF WA
D5730205	9/18/2014	RSAM	CS GL SC SE SF SL SP TF WA
D5730206	6/6/2013	RSAM	AM GL SC SE SF SL TF WA WR
D5730207	5/3/2014	RSAM	CS GL SC SE TF WA
D5730208	11/18/2013	RSAM	CS GL SC SE SF SL TF WA 40th SI
D5730209	12/18/2013	RSAM	AP CS GL SC SF SL SP TF WA
D5730210	6/8/2013	RSAM	CS FM GL LX SC SF SP TF WA XD
D5730211	6/25/2013	RSCM	ET SC SL TF WA
D5730212	5/31/2013	RSAM	FM GL PD SC SF SL TF SI - installed at factory
D5730213	3/31/2014	RSCM	GL LX SC SL TF WA
D5730214	7/25/2013	RSAM	CS GL SC SF SL TF SI
D5730215	4/10/2013	RSEM	CK SC TF
D5730216	7/29/2013	RSEM	CH CP SC SE SL TF WA
D5730217	4/23/2014	RSEM	CH LX SC SL TF WA
D5730218	8/12/2014	RSEM	AP CH LX SC SL TF WA
D5730219	7/25/2013	RSEM	CH CP LX SL TF WA
D5731707	9/20/2013	RSCM	GL SC SE SL TF WA
D5733339	5/11/2013	RSAM	GL LX SC SF SL TF
D5733340	1/20/2014	RSAM	CS GL SC SE SF SL TF WA
D5733341	3/20/2014	RSAM	CS GL SC SE SF SL TF WA
D5777949	6/10/2015	RSAM	AP CS GL LX SC SF SL SP TF WA
D5777950	10/15/2014	RSAM	AP CS GL SC SF SL SP TF WA
D5777951	9/18/2013	RSEM	AP CK LX SC SL TF WA
D5777952	8/1/2013	RSEM	AP SC SL TF WA
D5777953	9/20/2013	RSEM	AP SC SL TF WA
D5782519	10/12/2013	RSCM	AM AP GL LX SC SL SP TF WA
D5782520	11/12/2013	RSAM	AP CS GL SC SF SL SP TF WA
D5785318	10/3/2014	LSCM	AM CH ET SC TF WA
D5786229	8/8/2013	RSEM	AP CP SC SL TF WA
D5786230	9/21/2013	RSAM	AP CS GL SC SF SL SP TF WA

D5786231	9/25/2013	RSEM	AP SC SL TF WA-40th MWI
D5786232	8/15/2013	RSEM	AP PD SC SL TF WA
D5786236	8/30/2013	RSCM	AP CH GL SC SE SL SP TF WA
D5787319	8/26/2013	RSCM	AP CH ET LX SC SL TF WA
D5787320	9/5/2013	RSEM	AP CH CK LX SC SL TF WA
D5787369	4/21/2015	LSCM	AP CH GL GU SC SL SP TF WA
D5787693	9/26/2013	RSEM	AP LX SC SL TF WA
D5787694	10/26/2013	RSEM	AP SC SL TF WA
D5787695	6/19/2014	RSCM	AP CK GU SC SL SP TF WA
D5787696	9/5/2013	RSCM	AP CH ET FM SC SE SL TF WA XD
D5787697	7/17/2013	RSAM	AP CH CS GL LX PD SF SL SP TF WA
D5787698	8/2/2013	RSEM	AP CH SE TF WA
D5787699	8/15/2013	RSEM	AP CH SC SE SL TF WA
D5788056	9/24/2014	RSCM	AP GU I3 LX SC SL SP TF WA
D5788057	6/25/2014	RSCM	AP GL LX SC SL SP TF WA
D5788058	10/24/2013	RSCM	AP GL LX SC SL SP TF WA 40th SI
D5788410	1/28/2014	RSCM	AP CH ET LX SC SL TF WA
D5788762	9/6/2013	RSEM	AP CH SC SE SL TF WA
D5789118	3/21/2015	RSCM	AP CH GU I3 LX P1 SC SL TF WA
D5789119	2/28/2014	RSCM	AP CH FM GL SC SE SL SP TF WA
D5789120	9/15/2013	RSEM	AP CH SE SL TF WA XD
D5789422	10/18/2013	RSAM	AP CS GL SC SF SL SP TF WA
D5789423	7/3/2014	RSCM	AP ET LX SC SL TF WA
D5789424	10/12/2013	RSCM	AP GU I3 LX SC SL SP TF WA
D5789786	11/8/2013	RSEM	AM AP CH CP LX PD SL TF WA XD
D5789787	12/20/2013	RSEM	AP CH LX SC SL TF WA XD
D5789788	8/26/2013	RSAM	AP CH CS GL SC SE SF SP TF SI - installed at factory
D5794702	10/8/2013	RSCM	AP CH GL LX SC SL SP TF WA
D5794703	11/19/2014	RSEM	AP CH LX SC SL TF WA XD
D5794704	8/16/2013	RSCM	AP CH GL LX SC SL TF WA XD
D5795236	8/2/2014	RSEM	AP CH LX SC SL TF WA
D5795771	8/3/2016	RSEM	AP CH SC SE SL TF WA
D5795772	11/8/2013	RSCM	AP CH ET SE SL TF
D5795773	8/16/2013	RSCM	AP GL SC SE SL TF WA XD
D5795774	8/2/2014	RSAM	AP CS GU SC SE SF SL SP TF WA
D5796321	11/17/2016	RSCM	CIE ET LX SC TF WA
D5796859	11/25/2013	RSCM	AP CH ET LX SC SL TF WA XD
D5796860	10/1/2013	RSEM	AM AP CH CK CP SC SE SL TF WA XD
D5796861	9/17/2013	RSEM	AP CH SC SE SL TF WA
D5796862	10/23/2013	RSEM	AP LX SC SL TF WA
D5796863	10/15/2013	RSCM	AP GL SC SE SL SP TF WA -40th MWI
D5796864	11/27/2013	RSCM	AP GL SC SE SL SP TF WA
D5797980	11/29/2013	RSCM	AP GL LX SC SL SP TF WA
D5797981	11/17/2013	RSCM	AP GL LX SC SL SP TF WA
D5798530	10/18/2013	RSCM	AP CH ET SC SE SL TF WA
D5798531	6/26/2013	RSCM	AP CH GL PD SC SE SL SP TF WA SI - installed at factory
D5798533	9/12/2013	RSAM	AP CH CS GL SC SE SF SL SP TF WA
D5798534	10/17/2013	RSAM	AP CH CP FM GL LX SF SL SP TF WA
D5798535	1/18/2014	RSEM	AP CH SC SE SL TF WA
D5798536	10/17/2013	RSAM	AP CH CS FM GU I3 SC SE SF SL SP TF WA
D5798537	6/21/2014	RSCM	AP GL GU I3 SC SE SL SP TF WA
D5798538	10/11/2013	RSCM	AM AP ET SE SL TF XD -40th MWI
D5799047	12/17/2013	RSAM	AM AP CH CS GL SC SE SF SL SP TF WA
D5799567	2/28/2015	RSEM	AP SC SE SL TF WA
D5800084	10/29/2013	RSCM	AM AP CH GL GU I3 SC SE SL SP TF WA
D5801085	8/6/2013	RSCM	AP CH GL P1 SC SE SL TF
D5801086	4/22/2014	RSCM	AP CH ET SC SE SL TF WA
D5801087	6/16/2014	RSAM	AP CH CS GL SC SE SF SL SP TF WA
D5806129	2/12/2014	RSCM	AP CH GL SC SL SP TF WA
D5807167	7/7/2014	RSCM	AP CH GL SC SL SP TF WA

D5807168	11/23/2014	RSEM	AP CH CP LX SC SL TF WA
D5808084	11/20/2013	RSEM	AP CH LX SC TF
D5808085	12/14/2013	RSEM	AP CH SC SL TF WA
D5808752	11/19/2013	RSEM	AP CH SC SL TF WA
D5808753	11/9/2013	RSAM	AP CH CS GL GU I3 SC SF SL SP TF WA SI installed at factory
D5808754	11/26/2013	RSEM	AP CH SC SL TF WA
E5822383	12/6/2013	RSAM	CS GU SC SE SF WA
E5822755	5/7/2015	RSAM	CS GL SC SF SL SP TF WA
E5822756	8/9/2014	RSAM	CP CS GL LX SC SF SL SP TF WA
E5822995	7/31/2014	RSAM	CS GU SC SF SL SP TF WA
E5822996	10/10/2014	RSCM	GL SC SL TF WA
E5823609	2/22/2014	RSCM	GL SC SE SL SP TF WA
E5823610	7/11/2014	RSEM	SC SE SL TF WA
E5823804	10/22/2014	RSCM	ET GL SC SE SL TF WA
E5823825	11/6/2014	LSCM	GU SC SE SL SP TF WA
E5823990	9/16/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5823991	3/30/2015	RSAM	CS GL SC SE SF SL SP TF WA
E5824010	4/24/2015	LSCM	GL SC SE SL TF WA
E5824371	12/3/2013	RSCM	ET FM LX SC SL TF WA
E5824372	4/17/2015	RSCM	GL LX SC SL SP TF WA
E5824373	4/9/2015	RSCM	ET LX SC SL TF WA
E5824374	12/12/2013	RSCM	ET TF WA
E5824375	12/10/2013	RSCM	GU SC SE SL SP TF
E5824376	9/5/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5824972	5/31/2014	RSAM	CS GL SC SF SL SP TF WA
E5824973	11/5/2014	RSCM	GU SC SE SL SP TF WA
E5824974	7/19/2014	RSEM	CP SC SE SL TF WA
E5824975	12/19/2013	RSCM	GL SC SE SL SP TF WA
E5824976	8/7/2015	RSAM	CS GL SC SE SF SL SP TF WA
E5824977	2/27/2014	RSEM	SC SE SL TF WA
E5825585	9/19/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5825586	2/28/2015	RSAM	CP CS GL LX SC SF SL SP TF WA
E5825587	2/26/2014	RSCM	GU SC SL SP TF WA
E5825588	8/12/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5825800	1/24/2014	RSEM	SC SL TF WA
E5825801	1/20/2014	RSEM	SC SE SL TF WA
E5825802	6/3/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5825803	12/26/2013	RSAM	CS GL SC SE SF SL SP TF WA
E5825804	11/18/2013	RSCM	AM ET SC SE SL TF XD
E5825805	6/2/2014	RSCM	B4 FM GL SC SE SL SP TF WA XD
E5826299	12/17/2013	RSAM	CS GL LX SC SF SL TF WA
E5826300	11/9/2013	RSEM	CP SC SE SL TF WA 40th MWI
E5828274	6/11/2014	RSAM	CP CS GL SF SL SP TF WA
E5828275	1/16/2014	RSCM	GL SC SE SL SP TF WA
E5828276	12/4/2013	RSEM	LX SC SL TF
E5828277	6/20/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5828278	12/10/2013	RSCM	ET SC SE SL TF
E5828279	12/26/2013	RSEM	CP LX SC SL TF WA -40th MWI
E5828280	11/22/2013	RSEM	FM PD SE SL TF XD
E5828720	1/22/2016	RSAM	CS GL LX SC SF SL SP TF WA
E5828721	8/15/2014	RSAM	CS GL SC SF SL TF WA
E5828722	7/9/2014	RSCM	B4 GL SC SE SL SP TF WA
E5836944	12/12/2013	RSAM	CS FM GL SC SE SF SL SP TF XD
E5837757	3/21/2014	RSEM	SC SE SL TF WA
E5838893	8/23/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5838898	9/22/2014	LSCM	CIB GU SC SE SL SP TF WA XD
E5839262	10/29/2014	RSAM	CS GU SC SE SF SL TF WA XD
E5839268	9/15/2014	LSAM	GU SC SE SF SL SP TF WA XD
E5839269	9/23/2014	LSAM	CS GL SC SE SF SL SP TF WA
E5839270	9/23/2014	LSCM	ET SC SE SL TF WA

E5839271	1/6/2015	LSCM	GU SC SE SL TF WA
E5840056	10/30/2015	LSCM	AM GU IS SC SE SL TF WA XD M200I
E5840057	5/18/2015	LSAM	CIB CS FM GL GU SC SE SF SL SP TF WA
E5840058	5/29/2015	LSAM	CS GU SC SE SF SL TF WA SI
E5840785	8/26/2014	RSCM	GU LX SC SL SP TF WA XD
E5841161	12/6/2013	RSEM	LX SC SL TF WA -40th MWI
E5841162	8/7/2014	RSCM	GL LX SC SL SP TF WA
E5841163	3/14/2014	RSEM	LX SC SL TF WA
E5841164	2/14/2014	RSEM	LX SC SL TF WA XD
E5841165	3/3/2015	RSCM	GL LX SC SL SP TF WA
E5841166	3/8/2014	RSEM	LX SC SL TF WA
E5841167	3/22/2014	RSCM	GU LX SC SL SP TF WA
E5841168	1/18/2014	RSCM	GL LX SC SL SP TF WA
E5841169	7/17/2014	RSCM	ET LX SC SL TF WA
E5841170	3/2/2015	RSCM	GL LX SC SL TF WA
E5841171	7/5/2014	RSCM	GU LX SC SL SP TF WA
E5841172	9/17/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841489	12/3/2014	RSCM	GL LX SC SL SP TF WA
E5841490	8/7/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841491	8/1/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841492	9/18/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841493	3/27/2015	RSCM	GU LX SC SL SP TF WA
E5841494	6/1/2015	RSEM	LX SC SL TF WA
E5841495	3/29/2014	RSEM	LX SC SL TF WA
E5841513	4/10/2014	RSCM	GU LX SC SL SP TF WA
E5841514	5/14/2014	RSCM	GL LX SC SL SP TF WA
E5841515	4/26/2014	RSCM	GL LX SC SL SP TF WA
E5841516	4/2/2014	RSEM	LX SC SL TF WA
E5841517	2/7/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841871	7/24/2014	RSCM	GL LX SC SL SP TF WA
E5841872	10/3/2014	RSCM	GU LX SC SL SP TF WA
E5841873	11/19/2015	RSCM	GL LX SC SL SP TF WA
E5841874	4/23/2014	RSCM	B4 FM GU LX SC SL TF XD
E5841875	5/5/2015	RSAM	CS GL LX SC SF SL SP TF WA
E5841876	3/1/2014	RSCM	GL LX SC SL SP TF WA
E5841877	3/30/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5841879	6/22/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5841880	7/7/2015	RSAM	CS GL LX SC SF SL SP TF WA
E5841881	10/18/2014	RSEM	LX SC SL TF WA
E5841882	12/17/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5842272	3/31/2014	RSEM	SC SE SL TF WA
E5842273	3/13/2014	RSCM	GL SC SE SL SP TF WA
E5842274	4/14/2015	RSEM	CP SC SE SL TF WA
E5842275	7/27/2015	RSCM	GL SC SE SL SP TF WA
E5842276	10/29/2014	RSCM	GL SC SE SL SP TF WA
E5842277	2/4/2014	RSCM	GL SC SE SL SP TF WA
E5842278	5/27/2015	RSCM	GL SC SE SL TF WA
E5842279	4/5/2014	RSAM	CS GL SC SE SF SL TF WA
E5842280	3/24/2014	RSEM	SC SE SL TF WA
E5842281	1/31/2014	RSCM	ET SC SE SL TF WA
E5842282	3/22/2014	RSCM	ET SC SE SL TF WA XD
E5842283	3/5/2014	RSEM	SC SE SL TF WA
E5842284	7/21/2014	RSCM	B4 GU SC SE SL SP TF WA
E5842747	3/31/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5842748	8/9/2014	RSCM	GL SC SE SL SP TF WA
E5842749	5/10/2014	RSEM	SC SE SL TF WA
E5842750	4/23/2014	RSCM	ET SC SE SL TF WA
E5842751	2/28/2014	RSAM	CS GL SC SF SL TF WA
E5842752	1/25/2014	RSEM	SC SL TF WA
E5842753	3/18/2014	RSAM	B4 CS GL SC SF SL SP TF WA

E5842763	5/21/2014	RSEM	SC SE SL TF WA
E5842764	8/11/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5842765	3/29/2014	RSEM	AM FM SC SE SL TF WA XD
E5846017	4/5/2014	RSEM	CP SE SL TF
E5846019	8/8/2014	RSEM	SC SE SL TF WA
E5846988	1/18/2014	RSCM	ET LX SC SL TF WA XD
E5846989	8/16/2014	RSAM	CS FM GL LX SC SF SL SP TF WA
E5846990	2/18/2014	RSCM	GL LX SC SL TF WA
E5846991	8/1/2014	RSCM	GU LX SC SL SP TF WA
E5846992	4/25/2014	RSCM	GL LX SC SL TF WA
E5847498	10/9/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5847499	4/9/2014	RSCM	GL LX SC SL SP TF WA
E5847500	3/20/2014	RSCM	ET IS LX SC SL TF WA
E5847501	5/30/2014	RSCM	GL LX SC SL SP TF WA
E5847503	2/26/2016	RSCM	GL I3 LX SC SL SP TF WA
E5847504	3/26/2015	RSCM	GL LX SC SL SP TF WA
E5847505	12/5/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5847506	5/14/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5847507	Unsold	RSTM	CC LX OM SC SP TF WA
E5847508	8/27/2014	RSCM	GU LX SC SL SP TF WA
E5847509	12/28/2013	RSCM	AM ET LX SC SL TF WA XD
E5847510	7/1/2015	RSCM	GL LX SC SL SP TF WA
E5847511	7/22/2014	RSCM	GU LX SC SP TF WA
E5847512	5/29/2014	RSCM	GU LX SC SL SP TF WA
E5847513	5/30/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5847514	2/7/2014	RSCM	GL LX SC SL SP TF WA
E5848006	3/7/2014	RSEM	LX TF
E5848007	7/12/2014	RSEM	LX SC SL TF WA
E5848008	2/27/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5848981	8/30/2014	RSEM	LX SC SL TF WA
E5848982	3/15/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5848983	2/26/2015	RSCM	GU LX SC SL SP TF WA
E5848984	9/8/2015	RSTM	CC LX OM SC SP TF WA
E5848985	3/21/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5848986	9/8/2014	RSCM	ET LX SC SL TF WA
E5850516	6/25/2014	RSCM	GU SC SL SP TF WA
E5850517	5/16/2014	RSCM	ET SC SL TF WA
E5850518	4/10/2014	RSEM	SC SL TF WA
E5850519	2/25/2014	RSEM	CP SL TF XD
E5850521	11/6/2014	RSEM	SC SL TF WA
E5850522	2/24/2014	RSEM	SC SL TF WA
E5850523	7/20/2015	RSEM	LX SC SL TF WA
E5850525	2/28/2014	RSEM	SC SL TF WA
E5852022	6/17/2015	RSAM	CS GL SC SE SF SL TF WA
E5852533	4/30/2015	RSEM	SC SE SL TF WA
E5852534	7/5/2014	RSCM	GU SC SE SL SP TF WA
E5852535	9/12/2015	RSEM	CP SC SE SL TF WA XD
E5852536	7/7/2014	RSAM	CS GU SC SE SF SL SP TF WA
E5852659	7/1/2014	RSCM	GL LX SC SL SP TF WA
E5853056	7/2/2014	RSAM	CS GL LX SC SF SL TF WA
E5853057	6/2/2014	RSAM	CS GL LX SC SF SL TF WA
E5853058	3/21/2014	RSEM	FM LX SC SL TF WA XD
E5853059	5/24/2014	RSCM	ET LX SC SL TF WA
E5853060	8/13/2014	RSEM	LX SC SL TF WA XD
E5853061	5/16/2014	RSEM	LX SC SL TF WA
E5853062	12/19/2014	RSCM	GU LX SC SL SP TF WA
E5853063	3/28/2014	RSCM	AM ET LX SC SL TF XD
E5853064	6/16/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5853169	4/21/2014	RSEM	FM LX SC SL TF WA XD
E5854092	8/14/2014	RSCM	GU LX SC SL SP TF WA

E5854093	4/29/2015	RSCM	GL LX SC SL SP TF WA
E5854094	10/3/2014	RSCM	GU LX SC SL SP TF WA
E5854095	5/2/2014	RSCM	GU LX SC SL SP TF WA
E5854096	8/18/2014	RSCM	GL LX SC SL SP TF WA
E5854229	5/3/2014	RSAM	CS GL LX SC SF SL TF WA
E5854250	8/7/2014	RSCM	GU SC SL SP TF WA
E5854600	7/18/2014	RSCM	GL LX SC SL SP TF WA
E5854601	12/13/2014	RSCM	GU LX SC SL SP TF WA
E5854602	1/31/2015	RSCM	ET LX SC SL TF WA
E5854603	8/1/2014	RSEM	LX SC SL TF WA
E5854604	9/25/2015	RSCM	ET SC SE SL TF WA M200I
E5854730	11/20/2015	RSCM	GU LX SC SL SP TF WA
E5854731	12/31/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5854732	3/20/2015	RSCM	GU LX SC SL SP TF WA
E5854733	7/23/2014	RSCM	ET FM IS LX SC SL TF WA
E5854734	9/3/2014	RSCM	GU LX SC SL SP TF WA
E5854735	6/5/2014	RSCM	ET LX SL TF
E5854736	6/21/2014	RSAM	CP CS GU SC SE SF SL SP TF WA
E5855089	9/16/2014	RSEM	LX SC SL TF WA
E5855090	11/18/2015	RSCM	GL LX SC SL SP TF WA
E5855091	6/5/2014	RSCM	ET IS LX SC SL TF WA
E5855092	6/1/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5855093	4/1/2015	RSTM	LX OM SC SP TF WA
E5855094	3/21/2014	RSCM	GL GU SC SE SL SP TF XD
E5855095	5/27/2014	RSCM	ET SC SE SL TF WA
E5855096	4/30/2014	RSCM	AM B4 GL SC SE SL SP TF WA XD
E5855097	9/25/2015	RSAM	CS GL SC SE SF SL SP TF WA M200I
E5855098	7/25/2014	RSEM	SC SE SL TF WA
E5855099	4/10/2014	RSEM	AM FM SC SE SL TF WA
E5855100	6/24/2014	RSCM	GL SC SE SL SP TF WA
E5855285	6/7/2014	RSEM	LX SC SL TF WA
E5855286	5/22/2014	RSAM	B4 CP CS GL LX SC SF SL SP TF WA XD
E5855287	8/13/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5855288	5/10/2014	RSEM	FM LX SC SL TF WA XD
E5855289	6/20/2014	RSCM	GU SC SE SL SP TF WA
E5855290	6/24/2014	RSEM	SC SE SL TF WA
E5855291	6/20/2014	RSCM	GU SC SE SL SP TF WA
E5855292	8/28/2014	RSEM	SC SE SL TF WA
E5855293	5/5/2014	RSCM	ET SC SE SL TF WA XD
E5855294	4/9/2015	RSEM	SC SE SL TF WA
E5856218	6/6/2014	RSAM	CS GL LX SC SF SL SP TF WA
E5856219	3/27/2014	RSEM	LX SC SL TF WA
E5856220	8/9/2014	RSCM	GU LX SC SL SP TF WA
E5856221	4/22/2015	RSEM	LX SC SL TF WA
E5856385	7/24/2015	RSCM	ET LX SC SL TF WA
E5859207	4/1/2014	RSEM	SC SL TF WA
E5860648	4/30/2014	RSCM	GL LX SC SL TF WA
E5860649	7/24/2014	RSCM	GL LX SC SL TF WA
E5861162	4/24/2015	RSCM	AM ET IS SC SE SL TF WA SI
E5861708	3/20/2015	RSAM	CS GL LX SC SF SL SP TF WA
E5862155	1/23/2015	RSCM	GU SC SE SL SP TF WA
E5862163	8/9/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5862164	2/12/2014	RSAM	CS FM GL SF SL TF
E5863260	4/21/2014	RSAM	CP CS GL SC SF SL SP TF WA
E5864329	4/12/2014	RSAM	CS GL LX SC SF SL TF WA
E5865380	9/1/2015	RSAM	CP CS GL SC SE SF SL SP TF WA
E5865944	11/15/2014	RSAM	CS GL SC SE SF SL SP TF WA
E5865945	2/27/2014	RSCM	AM B4 GL LX SC SL SP TF WA
E5867028	5/7/2015	RSAM	CS GL SC SE SF SL SP TF WA
E5867535	7/14/2014	RSCM	GU LX SC SL TF WA

E5867550	1/18/2015	RSAM	CP CS GL SC SE SF SL SP TF WA
E5868066	2/16/2015	RSAM	CS FM GU LX SC SF SL TF WA
E5868067	4/22/2014	RSEM	LX SC SL TF WA
E5869549	12/31/2015	RSCM	GU LX SC SL SP TF WA
E5877593	4/12/2014	RSCM	B4 FM GL LX SC SL TF WA 40th MI
E5877595	7/17/2015	RSCM	GU LX SC SL SP TF WA
E5878249	7/4/2014	RSEM	CP LX SC SL WA
E5878250	9/29/2014	RSAM	CS GL SC SE SF SL TF WA
E5878251	8/5/2014	RSCM	GL LX SC SL SP TF WA
E5878735	2/28/2015	RSAM	CS GL LX SC SF SL TF WA
E5878736	6/13/2015	RSCM	GU LX SC SL SP TF WA
E5878737	9/10/2014	RSCM	GL LX SC SL SP TF WA
E5878738	8/23/2014	RSAM	AM GL SC SE SF SL TF WA
E5878739	7/7/2016	RSAM	CS GL LX SC SF SL TF WA
E5878741	6/29/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5878742	8/16/2014	RSCM	ET SC SE SL TF WA XD
E5878743	4/30/2014	RSCM	ET IS SC SE SL TF WA XD
E5879276	4/30/2014	RSAM	AM CS GL LX SF SL TF
E5882875	4/23/2014	RSAM	AM FM GL SC SF SL TF
E5883884	8/27/2015	RSAM	CS GL LX SC SF SL SP TF WA M200I
E5885466	6/22/2015	RSCM	GU LX SC SL SP TF WA
E5885467	6/12/2014	RSEM	LX SC SL TF WA
E5887020	9/19/2014	RSEM	LX SC SL TF WA
E5887021	3/24/2016	RSAM	CIE CS GL LX SC SF SL SP TF WA
E5887546	5/12/2014	RSAM	GL SF TF
E5887547	4/19/2016	RSAM	CS GL LX SC SF SL TF WA
E5888587	11/13/2014	RSAM	CS GU LX SC SL SF SP TF WA
E5889127	10/22/2014	RSEM	LX SC SL TF WA
E5889128	9/25/2015	RSAM	CS GU LX SC SF SL SP TF WA M200I
E5889678	8/9/2014	RSCM	GU LX SC SL SP TF
E5889679	12/1/2015	RSEM	LX SC SL TF WA
E5889680	7/31/2015	RSEM	LX SC SL TF WA
E5889681	8/19/2015	RSEM	LX SC SL TF WA
E5890236	11/21/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5891895	12/3/2015	RSCM	GU LX SC SL SP TF WA
E5891896	10/30/2014	RSCM	GU LX SC SL SP TF WA
E5891897	6/19/2014	RSCM	ET IS SC SL TF WA XD
E5894223	7/29/2014	RSEM	CP FM SE SL TF WA
E5894224	8/12/2014	RSCM	GU SC SE SL SP TF XD
E5895220	9/1/2015	RSAM	CS GU SC SE SF SL SP TF WA M200I
E5895221	7/8/2014	RSCM	ET IS LX SC SL TF WA XD
E5896339	8/4/2014	RSEM	SC SE SL TF WA
E5896340	5/9/2016	RSAM	CIE CS GL LX SC SF SP TF WA
E5896879	8/28/2015	RSAM	CS GU LX SC SF SL SP TF WA M200I
E5896880	5/28/2015	RSAM	CS GL SC SE SF SL SP TF WA
E5897988	7/24/2014	RSCM	GL LX SC SL SP TF WA
E5897989	7/13/2014	RSEM	CIE FM SC SE SL TF WA XD
E5897990	7/22/2014	RSEM	SC SE SL TF WA
E5899250	7/30/2015	RSEM	SC SE SL TF WA
E5899252	8/13/2014	RSEM	FM LX SC SL XD
E5899787	10/18/2015	RSCM	GU LX SC SL SP TF WA
E5900779	3/15/2015	RSCM	GL LX SC SL SP TF WA
E5901226	1/24/2015	RSAM	CS FM GU SC SF SL SP TF WA
E5901768	1/27/2015	RSAM	CS GL LX SC SF SL SP TF WA
E5902321	7/2/2014	RSAM	CS FM GL SC SE SF SL TF WA
E5904489	12/9/2014	RSTM	CC LX OM SC SP TF WA
E5904490	7/15/2014	RSCM	ET LX SC SL TF WA
E5904492	10/31/2014	RSEM	LX SC SL TF WA
E5904493	6/25/2014	RSEM	SC SE SL TF WA
E5904495	9/30/2014	RSAM	CS GU SC SE SF SL SP TF WA



E5905038	7/15/2014	RSCM	GL SC SL TF WA
E5905039	12/9/2015	RSAM	CIB CS GU LX SC SF SL TF
E5905590	7/30/2014	RSAM	CS CIE FM GU LX SC SF SP TF WA XD
E5905591	12/16/2015	RSCM	GL LX SC SL SP TF WA
E5905592	1/3/2015	RSTM	CC LX OM SC SP TF WA
E5905593	11/25/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5906134	7/16/2014	RSCM	AM ET IS SC SL TF WA
E5906136	9/23/2014	RSEM	LX SC SL TF WA
E5906697	8/20/2014	RSEM	SC SL TF WA
E5906698	7/21/2014	RSEM	AM CP SC XD
E5906699	10/21/2014	RSEM	LX SC SL TF WA
E5906700	10/4/2014	RSEM	SC SE SL TF WA
E5906701	10/29/2014	RSAM	CIE CS GU LX SC SF SP TF WA
E5906702	6/24/2015	RSAM	CIE AM CS GL LX SC SF SL SP TF WA
E5906703	1/20/2015	RSTM	OM SC SE SP TF WA
E5906704	10/23/2014	RSEM	LX SC SL TF WA
E5906708	12/10/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5907233	4/28/2015	RSEM	SC SL TF WA
E5907234	12/29/2014	RSEM	LX SC SL TF WA
E5907235	8/15/2015	RSEM	SC SL TF WA XD
E5907783	11/30/2015	RSAM	CS GL LX SC SF SL SP TF WA
E5907784	6/25/2015	RSTM	CC LX OM SC SP TF WA
E5907785	9/25/2014	RSEM	SC SE SL TF WA
E5907786	Unsold	RSTM	LX OM SC SP TF WA
E5908931	11/30/2015	RSCM	GU LX SC SL SP TF WA
E5914918	10/15/2014	RSEM	LX SC SL TF WA
E5914919	3/10/2016	RSEM	LX SC SL TF WA
E5914920	5/25/2016	RSTM	CC LX OM SC SP TF WA
E5914921	12/8/2014	RSEM	LX SC SL TF WA
E5914922	12/28/2015	RSTM	CC LX OM SC SP TF WA M200I
E5914923	3/22/2016	RSCM	GU LX SC SL SP TF WA
E5916140	8/29/2014	RSCM	ET FM LX SC SL TF WA
E5916141	5/8/2015	RSTM	CC LX OM SC SP TF WA
E5916142	8/27/2015	RSAM	CS GL LX SC SF SL TF WA M200I
E5916143	10/8/2014	RSCM	GU LX SC SL SP TF WA
E5916144	2/3/2015	RSTM	CC LX OM SC SP TF WA
E5916145	7/1/2016	RSTM	OM SC SE SP TF WA
E5916148	10/23/2014	RSEM	SC SE SL TF WA
E5916149	8/30/2014	RSCM	ET FM LX SC SL TF WA XD
E5916150	4/18/2015	RSCM	GU LX SC SL SP TF WA
E5916151	11/6/2015	RSEM	LX SC SL TF WA
E5917350	10/26/2016	RSTM	FM2 GU OM SC SP TF WA
E5917356	8/8/2014	RSEM	FM LX SC SL TF WA
E5917357	5/9/2015	RSCM	GU LX SC SL SP TF WA XD
E5917358	11/6/2015	RSEM	LX SC SL TF WA
E5917936	11/24/2015	RSCM	CIE FM GU SC SE TF WA
E5917937	7/23/2016	RSEM	CP SC SE SL TF WA
E5917938	10/28/2015	RSEM	LX SC SL TF WA
E5917939	6/4/2015	RSTM	CC LX OM SC SP TF WA
E5917940	12/23/2015	RSCM	GU LX SC SL SP TF WA
E5917941	7/30/2014	RSAM	CIE CS FM GU SC SF TF WA XD
E5917942	3/29/2016	RSEM	SC SL TF WA XD
E5917943	8/26/2014	RSEM	SC SL TF WA
E5918496	2/18/2015	RSCM	ET LX SC SL TF WA
E5918497	6/24/2016	RSTM	LX OM SC SP TF WA
E5918498	9/6/2014	RSEM	SC SL TF
E5918499	1/10/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5919370	1/1/2015	RSCM	AM CIE GU IS LX SC SP TF WA XD
E5919371	11/12/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5919372	1/28/2016	RSTM	CC LX OM SC SP TF WA

E5919373	5/13/2015	RSTM	CC LX OM SC SP TF WA
E5919374	3/2/2015	RSTM	CC LX OM SC SP TF WA
E5919387	5/16/2015	RSTM	CC OM SC SE SP TF WA
E5919388	9/27/2014	RSCM	CIE ET FM IS SC SE TF WA XD
E5919389	11/5/2015	RSTM	CC OM SC SE SP TF WA
E5919390	10/31/2014	RSAM	CS GL LX SC SF SL TF WA
E5919391	1/20/2015	RSEM	LX SC SL TF WA
E5919392	9/11/2015	RSCM	GU LX SC SL SP TF WA M200I
E5919393	10/3/2015	RSTM	CC LX OM SC SP TF WA M200I
E5919394	9/19/2014	RSCM	ET IS SC SL TF WA XD
E5919940	3/31/2015	RSTM	CC ET LX OM SC TF WA
E5919947	8/6/2014	RSEM	AM CP SC SE SL TF WA XD
E5919948	4/18/2016	RSCM	ET LX SC SL TF WA
E5919949	2/18/2016	RSAM	CS GL LX SC SF SL TF WA
E5919950	1/30/2016	RSCM	GU LX SC SL SP TF WA
E5920458	9/24/2014	RSEM	SC SE SL TF WA
E5920459	7/2/2015	RSTM	CC OM SC SE SP TF WA
E5920460	11/18/2015	RSEM	LX SC SL TF WA
E5920461	11/9/2016	RSAM	CS GU LX SC SF SL SP TF WA
E5920462	3/15/2016	RSEM	LX SC SL TF WA
E5920463	11/14/2015	RSCM	GU LX SC SL SP TF WA
E5920464	4/30/2015	RSCM	GU LX SC SL TF WA
E5920465	12/8/2015	RSAM	CS GU SC SF SL SP TF WA
E5920466	6/23/2015	RSEM	SC SL TF WA
E5920471	9/20/2014	RSEM	CIE SC SE TF WA
E5920472	1/22/2015	RSCM	GU LX SC SL SP TF WA
E5920473	8/17/2015	RSCM	CIE GU LX SC SP TF WA M200I
E5920474	7/30/2016	RSCM	GU LX SC SL SP TF WA
E5921095	12/11/2015	RSEM	CIE LX SC SL TF WA
E5921096	8/10/2016	RSAM	CS GU LX SC SF SL SP TF WA
E5921097	10/28/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5921104	5/19/2015	RSAM	CIE CS GU SC SE SF SP TF WA
E5922850	10/17/2014	RSAM	CIB CS GU LX SC SF SL TF WA
E5923452	10/4/2014	RSCM	GL LX SC SL SP TF WA
E5923453	8/29/2014	RSEM	LX SC SL TF WA
E5923454	1/12/2015	RSEM	SC SL TF WA
E5924006	6/26/2015	RSCM	GU LX SC SL SP TF WA
E5924878	9/5/2014	RSCM	GU SC SE SL SP TF WA
E5926696	11/4/2014	RSCM	ET IS SE SL TF WA
E5926697	9/29/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5926698	3/24/2015	RSCM	GU SC SE SL SP TF WA
E5927248	12/12/2014	RSEM	CIB CP SC SE SL TF WA XD
E5927249	4/22/2016	RSCM	ET SC SE SL TF WA XD
E5927250	1/30/2015	RSCM	ET IS SC SE SL TF WA
E5927251	5/9/2015	RSEM	CIE SC SE SL TF WA
E5927252	2/29/2016	RSAM	CP CS GU SC SE SF SL TF
E5927977	9/25/2014	RSCM	AM ET IS SE SL TF WA XD
E5927978	5/4/2016	RSAM	CS GU SC SE SF SL SP TF WA
E5927979	11/5/2014	RSEM	CIE SC SE TF WA
E5927980	11/17/2014	RSEM	CP SC SE SL WA
E5927981	3/2/2015	RSCM	GU SC SE SL SP TF WA
E5927982	10/24/2014	RSCM	B4 FM GL SC SE SP TF WA
E5927983	5/26/2016	RSCM	ET FM IS SC SE SL TF WA
E5927984	5/7/2015	RSEM	SC SE SL TF WA
E5929153	9/29/2015	RSCM	GU LX SC SL SP TF WA
E5929716	6/18/2015	RSAM	CS GL SC SE SF SL SP TF WA
E5929721	2/7/2015	RSCM	GU LX SC SL SP TF
E5929722	9/24/2016	RSAM	CIE CS GU LX SC SF SP TF WA
E5929723	3/30/2015	RSCM	GU LX SC SL SP TF WA
E5929724	2/27/2015	RSEM	LX SC SL TF WA

E5929726	6/5/2015	RSCM	GU LX SC SL SP TF WA
E5929727	2/13/2015	RSCM	GL LX SC SL SP TF WA
E5929728	2/21/2015	RSCM	GU LX SC SL SP TF WA
E5929729	9/19/2014	RSCM	GU LX SC SL TF WA XD
E5929730	12/1/2014	RSCM	GU LX SC SL SP TF WA
E5929731	6/11/2015	RSEM	LX SC SL TF WA
E5929732	7/17/2015	RSCM	GU LX SC SL SP TF WA
E5929733	12/30/2014	RSEM	FM LX SC SL TF WA
E5929734	9/21/2015	RSCM	GU LX SC SL SP TF WA M200I
E5930305	10/26/2015	RSEM	LX SC SL TF WA
E5930306	4/8/2016	RSEM	LX SC SL TF WA
E5930307	9/16/2015	RSCM	ET IS LX SC SL TF WA
E5930308	9/30/2015	RSAM	CS GL LX SC SF SL TF WA
E5930309	11/10/2014	RSAM	CS GU LX SC SF SL SP TF WA
E5930310	6/3/2015	RSCM	CIE GU IS LX SC SL SP TF WA XD
E5930311	3/23/2015	RSCM	GU LX SC SL SP TF WA
E5931301	2/14/2015	RSCM	CIB GU LX SC SL SP TF WA
E5931799	12/11/2015	RSCM	GU LX SC SL SP TF WA
E5931800	10/10/2015	RSCM	GU LX SC SL SP TF WA
E5931801	9/28/2015	RSAM	CS GU LX SC SF SL SP TF WA M200I
E5931802	12/5/2014	RSCM	ET LX SC SL TF WA
E5931803	6/23/2015	RSEM	LX SC SL TF WA
E5931805	8/21/2015	RSCM	GU LX SC SL SP TF WA
E5932326	7/24/2015	RSEM	LX SC SL TF WA
E5932327	2/26/2015	RSCM	GU LX SC SL SP TF XD
E5932328	10/15/2014	RSCM	GU LX SC SL SP TF WA
E5932329	12/24/2014	RSEM	LX SC SL TF WA
E5933558	9/19/2015	RSCM	GU LX SC SL SP TF WA M200I
E5933559	11/30/2015	RSCM	GU LX SC SL SP TF WA
E5933560	7/23/2016	RSCM	GU LX SC SL SP TF WA
E5933561	3/5/2015	RSCM	CIE GU LX SC SP TF WA
E5933562	2/17/2015	RSCM	GU LX SC SL SP TF WA
E5933563	6/26/2015	RSCM	GU LX SC SL SP TF WA
E5933564	2/16/2015	RSEM	LX SC SL TF WA
E5933565	10/16/2015	RSCM	GU LX SC SL SP TF WA
E5933566	7/8/2015	RSCM	ET LX SC SL TF WA
E5933567	9/7/2017	RSAM	CS GU LX SC SF SL SP TF WA
E5933568	6/9/2016	RSCM	GU LX SC SL SP TF WA
E5937620	8/12/2015	RSEM	LX SC SL TF WA
E5937621	3/16/2016	RSEM	SC SE SL TF WA
E5939038	12/15/2014	RSCM	CIB ET FM SC SL TF WA XD
E5941260	11/26/2014	RSCM	ET FM IS LX SC SL TF WA
E5941846	3/22/2016	RSCM	GU IS LX SC SL SP TF WA XD
E5941847	8/14/2015	RSAM	CS GU LX SC SF SL SP TF WA
E5942977	1/13/2015	RSCM	AM CIE GU LX SC SP TF WA XD
E5943564	5/28/2015	RSCM	GU LX SC SL SP TF WA
E5943984	6/9/2015	RSCM	GU LX SC SL SP TF WA
E5943985	5/11/2016	RSAM	CIE CS GL LX SC SF SL SP TF WA
E5943986	5/9/2016	RSCM	ET LX SC SL TF WA
E5943987	4/11/2016	RSCM	GU LX SC SL SP TF WA
E5943988	2/5/2016	RSCM	ET LX SC SL TF WA
E5943989	2/20/2015	RSAM	CIE CS GU LX SC SF SP TF WA
E5943990	9/30/2015	RSCM	CIE GU LX SC SP TF WA
E5943991	5/20/2016	RSCM	ET LX SC SL TF WA
E5943992	6/18/2015	RSEM	SC SE SL TF WA
E5943993	4/18/2015	RSTM	ET FM OM SC SE TF WA
E5943994	7/26/2015	RSEM	SC SE SL TF WA
E5944499	1/8/2015	RSCM	ET FM IS SC SE SL TF WA
F5950683	6/30/2016	RSEM	LX SC SL TF WA
F5950684	11/28/2015	RSTM	CC LX OM SC SP TF WA

F5950685	3/25/2016	RSAM	CIE CS GU LX SC SF SL SP TF WA
F5950686	12/22/2015	RSEM	LX SC SL TF WA
F5950687	9/8/2015	RSCM	GL LX SC SL SP TF WA M200I
F5950688	3/6/2015	RSCM	GL LX SC SL SP TF WA
F5951080	10/3/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5951081	7/9/2015	RSAM	CS GL SC SE SF SL SP TF WA
F5951082	8/23/2017	RSAM	CC LX OM SC SP TF WA
F5951083	5/11/2016	RSAM	CS GL LX SC SF SL SP TF WA
F5951084	7/8/2016	RSTM	ET FM LX OM SC TF WA
F5951085	2/11/2018	RSCM	CC ET LX OM SC TF WA
F5951479	6/3/2016	RSEM	LX SC SL TF WA
F5951480	1/26/2015	RSCM	ET LX SC SL TF WA XD
F5951481	4/30/2016	RSEM	LX SC SL TF WA
F5951482	1/18/2016	RSTM	OM SC SE SP TF WA
F5951483	6/9/2015	RSAM	CS GL SC SE SF SL SP TF WA
F5951484	3/16/2015	RSCM	GU SC SL SP TF WA
F5951523	3/25/2015	LSCM	ET SC SE SL TF WA XL - price protected
F5951524	5/5/2016	LSCM	CIE GU LX SC SP TF WA XL
F5951525	11/21/2014	LSCM	ET FM SC SE SL TF WA XL - price protected
F5951526	7/31/2015	LSCM	B4 GL LX SC SL SP TF WA XD XL - price protected
F5951527	3/31/2016	LSAM	CS GU SC SF SL SP TF WA XL
F5951903	8/31/2016	RSCM	GL LX SC SL SP TF WA
F5952287	7/23/2015	RSCM	ET LX SC SL TF
F5952288	11/14/2015	RSAM	CS GU LX SC SF SL SP TF WA
F5952289	6/22/2015	RSCM	ET SC SE SL TF WA
F5952290	8/28/2015	RSCM	GL SC SE SL SP TF WA M200I
F5952330	4/20/2016	LSCM	GU LX SC SL SP TF WA XL
F5952331	12/22/2014	LSAM	CS GU LX SC SF SL SP TF WA XL
F5952332	10/12/2015	RSAM	CS GU LX SC SF SL SP TF WA XL
F5952333	2/27/2015	LSCM	GU LX SC SL SP TF WA XL
F5952699	11/2/2015	RSEM	SC SL TF WA
F5952700	7/16/2015	RSEM	SC SE SL TF WA
F5952701	9/16/2016	RSEM	LX SC SL TF WA
F5952702	8/4/2016	RSEM	LX SC SL TF WA
F5952703	5/4/2016	RSCM	ET LX SC SL TF WA
F5952704	5/16/2016	RSTM	CC LX OM SC SP TF WA
F5952705	12/5/2015	RSTM	CC LX OM SC SP TF WA
F5953087	12/23/2015	RSEM	LX SC SL TF WA
F5953088	1/29/2015	RSEM	SE SL WA
F5953089	1/17/2015	RSEM	CIE FM SC SE SL TF WA
F5953090	1/19/2015	RSCM	ET FM IS SC SL TF
F5953130	12/16/2014	LSCM	CIE ET LX SC TF VS WA XL
F5953131	3/7/2016	LSCM	GL LX SC SL SP TF WA XL
F5953132	1/5/2015	LSEM	CIB FM SC SE SL TF WA XD XL
F5953133	4/11/2016	LSAM	CS GU LX SC SF SL SP TF WA XL - price protected
F5953134	2/26/2016	LSAM	CS GU SC SF SL SP TF WA XL
F5953491	8/18/2015	RSEM	SC SL TF WA
F5953492	11/3/2015	RSEM	SC SE SL TF WA M200I
F5953493	8/24/2017	RSCM	CC LX OM SC SP TF WA
F5953494	7/19/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5953495	2/24/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5953496	12/7/2015	RSCM	GL LX SC SL SP TF WA
F5953886	9/16/2015	RSCM	GL LX SC SL SP TF M200I
F5953887	5/7/2015	RSCM	ET LX SC SL TF WA
F5953888	5/31/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5953889	8/21/2015	RSTM	OM SC SE SP TF WA
F5953890	10/18/2015	RSCM	ET SC SL TF WA
F5953891	12/29/2014	RSCM	CIB ET IS SC SL TF WA XD - price protected
F5953922	11/22/2014	LSCM	ET FM SC SE SL TF WA XL - price protected
F5953924	12/20/2014	LSCM	GL SC SE SL TF WA XL

F5953925	1/22/2015	LSCM	CIE ET FM IS LX SC TF WA XD XL
F5953926	12/10/2015	LSCM	CIE ET LX SC TF WA XL
F5954301	12/12/2016	RSCM	GU LX SC SL SP TF WA
F5954302	11/6/2015	RSEM	LX SC SL TF WA
F5954303	5/8/2015	RSEM	CIE LX SC TF WA
F5954304	2/15/2016	RSEM	LX SC SL TF WA
F5954305	3/17/2016	RSCM	GU LX SC SL SP TF WA
F5954306	3/7/2016	RSEM	ET+ LX SCP SL TF WA
F5954710	9/17/2015	RSEM	LX SC SL TF WA
F5954711	2/17/2016	RSEM	LX SC SL TF WA
F5954712	3/6/2015	RSCM	ET FM IS SC SE SL TF WA XD
F5954713	1/18/2016	RSEM	SC SE SL TF WA
F5954735	11/21/2014	LSEM	SC SL TF WA XL - price protected
F5954736	4/24/2015	LSCM	CIB GU LX SC SL SP TF WA XL
F5954737	6/6/2015	LSEM	LX SC SL TF WA XL
F5954738	8/30/2015	LSEM	FM SC SE SL TF WA XL M200I
F5954739	4/30/2015	LSCM	GU LX SC SL SP TF WA XL
F5955104	7/23/2016	RSCM	CIE ET LX SC TF WA
F5955105	4/29/2016	RSAM	CS GL SC SE SF SL TF WA
F5955106	11/28/2015	RSTM	LX OM SC SP TF WA
F5955107	9/14/2016	RSEM	LX SC SL TF WA
F5955108	1/31/2016	RSTM	CC LX OM SC SP TF WA
F5955109	6/28/2017	RSCM	ET LX SC SL TF WA
F5955110	10/10/2016	RSEM	CIE LX SC TF WA
F5955111	3/7/2015	RSCM	GU LX SC SL SP TF WA
F5955112	6/29/2016	RSCM	GU LX SC SL SP TF WA
F5955113	7/7/2015	RSEM	SC SE SL TF WA
F5955141	11/4/2015	LSAM	CS GU LX SC SF SL SP TF WA XL
F5955142	2/16/2015	LSCM	ET IS LX SC SL TF WA XL
F5955143	8/10/2015	LSCM	GU LX SC SL SP TF WA XL
F5955144	11/29/2015	LSCM	GU LX SC SL SP TF WA XL
F5955514	5/29/2015	RSEM	SC SL TF WA
F5955515	8/11/2016	RSAM	CS GL SC SF SL TF WA
F5955547	2/4/2017	LSEM	CIE FM LX SC TF WA XD XL
F5955548	1/18/2015	LSCM	CIE GU LX SC SP TF WA XL - price protected
F5955549	1/16/2015	LSEM	AM LX SC SL TF WA XL - price protected
F5956018	3/25/2016	RSCM	GU LX SC SL SP TF WA
F5956019	8/27/2015	RSEM	CIE SC TF WA
F5957457	10/27/2016	RSTM	OM SC SE SP TF WA - price protected
F5957458	4/15/2016	RSCM	GU LX SC SL SP TF WA - price protected
F5958237	6/18/2015	RSCM	GU LX SC SL SP TF WA - price protected
F5958665	5/5/2016	RSAM	CS GL SC SE SF SP TF WA
F5958666	5/22/2015	RSAM	CS GL SF SL TF
F5959110	9/30/2015	RSAM	CIE CS GU LX SC SF SL SP TF WA
F5959956	5/19/2015	RSAM	CS GL LX SF SL TF
F5960502	2/29/2016	RSTM	CC FM OM SC SE SP TF WA
F5960503	12/11/2014	RSCM	GU LX SC SL SP TF WA
F5973244	2/17/2016	LSAM	CP CS GU LX SC SF SL SP TF WA XL
F5975997	7/19/2016	RSAM	CS GL LX SC SF SL SP TF WA
F5975998	8/3/2015	RSEM	LX SC SL TF WA
F5976980	4/10/2016	RSEM	FM LX SC SL TF WA
F5976981	11/11/2016	RSTM	CC LX OM SC SP TF WA
F5977470	6/10/2015	RSCM	GU IS LX SC SL SP TF WA
F5979712	6/15/2015	LSAM	CS GU LX SC SF SL SP TF WA XL
F5980070	6/9/2015	RSEM	CIE LX SC TF WA
F5980100	10/14/2015	LSCM	GL LX SC SL TF WA XL M200I
F5980462	9/29/2016	RSCM	GU LX SC SL SP TF WA
F5980463	6/29/2016	RSAM	CS GU LX SF SL SP TF WA
F5980499	2/12/2015	LSCM	ET LX SC SL TF WA XL
F5980863	6/17/2015	RSTM	CC ET LX OM SC SP TF WA

F5980887	5/19/2015	LSCM	ET FM IS LX SC SL TF XL
F5981265	3/20/2015	LSAM	CIE CS GU LX SC SF SP TF WA XL
F5981626	6/26/2015	RSCM	GU LX SC SL SP TF WA
F5982050	4/2/2016	LSCM	ET LX SC SL TF WA XL
F5982416	5/20/2016	RSAM	CS GL SC SE SF SL TF WA
F5984969	4/28/2015	RSTM	CC ET OM SC TF WA
F5984970	4/28/2015	RSCM	AM GU SC SL
F5984971	12/2/2015	RSEM	CIE SC TF WA
F5984972	9/14/2016	RSAM	CIE CS GU LX SC SF SP TF WA
F5984973	10/29/2016	RSCM	GU LX SC SL SP TF WA
F5984974	6/13/2015	RSCM	GU IS LX SC SL SP TF WA
F5984975	7/29/2016	RSAM	CS GL LX SC SF SL SP TF WA
F5984976	8/27/2015	RSAM	CS GU LX SC SF SL SP TF WA
F5985011	3/22/2016	LSAM	CS GU LX SC SF SL SP TF WA XL
F5985012	4/28/2016	LSCM	ET LX SC SL TF WA XL
F5985657	6/23/2016	RSAM	B4 CS GL SC SF SL SP TF WA
F5985658	10/2/2015	RSCM	AM GU SC SE SL TF
F5985659	8/31/2015	RSEM	LX SC SL TF WA
F5985660	5/30/2015	RSEM	LX SC SL TF WA
F5985661	7/28/2015	RSCM	ET FM1 LX SC SL TF WA
F5985662	9/30/2016	RSAM	AM CS GL LX SC SF SL TF WA
F5985663	8/4/2016	RSEM	LX SC SL TF WA
F5985690	4/29/2016	LSAM	GU LX SC SL SP TF WA XL
F5985691	2/4/2016	LSAM	CS GU LX SC SF SL SP TF WA XL
F5985692	7/14/2016	LSCM	GL LX SC SL TF WA XL
F5985693	11/2/2016	LSAM	CS GU LX SC SF SL SP TF WA XL
F5985694	3/25/2015	LSEM	CIB LX SC TF WA XL
F5986035	12/1/2016	RSEM	LX SC SL TF WA
F5986412	10/30/2015	RSEM	SL WA
F5986413	8/12/2015	RSCM	ET IS SC SE TF WA
F5986414	3/23/2015	RSCM	CIE ET SC SE SL TF
F5986415	2/22/2016	RSTM	CC OM SC SE SP TF WA
F5986416	5/23/2015	RSCM	CIE GU LX SC SP TF WA
F5986417	8/8/2016	RSAM	CIE CS GU LX SC SF SP TF WA
F5986418	11/6/2015	RSCM	GU LX SC SL SP TF WA
F5986419	12/20/2016	RSCM	ET LX SC SL SP TF WA
F5986420	5/27/2016	RSAM	CIB CS GU LX SC SF SP TF WA
F5986421	5/28/2015	RSCM	ET IS LX SC SL TF WA
F5986453	7/30/2016	LSCM	AM CIE ET FM IS LX SC TF WA XL
F5986454	4/1/2015	LSCM	B4 CIE GL LX SC SP TF WA XL
F5986455	4/17/2015	LSCM	GU IS LX SC SL SP TF WA XL
F5986456	4/3/2015	LSAM	CS FM GU LX SC SF SL SP TF WA XL
F5986945	8/29/2016	RSEM	LX SC SL TF WA
F5986975	8/26/2015	LSAM	CS GU LX SC SF SL SP TF WA XL M200I
F5986976	6/17/2016	LSCM	ET LX SC SL TF WA XL
F5986978	6/26/2015	LSEM	CIE LX SC TF WA XL
F5986979	5/5/2015	LSCM	CIE ET IS SC SE TF WA XL
F5987473	3/25/2015	LSAM	CIB CS GU LX SC SF SP TF WA XL
F5987474	9/19/2016	LSEM	CIE LX SC TF WA XL
F5987475	6/29/2015	LSCM	CIE ET FM IS SC SE TF WA XL
F5987904	10/26/2015	RSAM	CS GU LX SC SF SL SP TF WA
F5987905	3/31/2015	RSCM	AM CIB GU LX SC SP TF WA
F5987952	5/1/2015	LSAM	CIB CS GL SC SE SF TF WA XL
F5989392	10/12/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5989393	9/21/2015	RSCM	GU IS LX SC SL SP TF
F5989394	6/10/2016	RSEM	CIE SC SE TF WA
F5989395	1/22/2016	RSCM	AM GU IS WA
F5989433	2/27/2016	LSEM	SC SL TF WA XL
F5989862	12/29/2015	RSAM	CS GU LX SC SF SL SP TF WA
F5989863	5/14/2016	RSEM	CIE SC SE TF WA

F5989864	3/24/2017	RSAM	CS GU LX SC SF SL SP TF WA
F5989865	7/19/2015	RSCM	AM CIB GU SC SP TF
F5989904	1/12/2017	LSCM	CIE ET LX SC TF WA XL
F5989905	9/3/2015	LSEM	LX SC SL TF WA XL
F5989906	8/28/2015	LSCM	CIE ET SC SE TF WA XL
F5989907	5/27/2016	LSCM	GL SC SL TF WA XL
F5990360	5/16/2015	RSCM	CIE ET LX SC TF WA
F5990361	9/25/2015	RSCM	ET LX SC SL TF WA
F5990362	10/17/2015	RSCM	GU IS LX SC SL SP TF WA
F5990363	9/2/2015	RSEM	CIE SC SE TF WA
F5990365	11/13/2015	RSCM	GU SC SL SP TF WA
F5990827	8/29/2016	RSCM	GU LX SC SL SP TF WA
F5990828	5/2/2015	RSCM	GU SC SE SL SP TF WA
F5990829	9/24/2016	RSEM	CIE SC SE TF WA
F5990830	5/28/2015	RSCM	FM GU SC SE SL SP TF WA SI
F5990831	10/31/2015	RSAM	CIE CS GU SC SE SF SP TF WA
F5990832	3/8/2017	RSEM	SC TF WA
F5990876	3/11/2016	LSCM	GU IS LX SC SL SP TF WA XL
F5991341	11/6/2015	RSCM	ET FM IS TF
F5992173	10/27/2016	LSCM	ET IS LX SC SL TF WA XL
F5992174	11/25/2015	LSEM	LX SC SL TF WA XL
F5992175	3/21/2015	LSEM	CIE FM SC SE TF WA XD XL
F5992176	5/12/2016	LSAM	B4 CS GL LX SC SF SL SP TF WA XL
F5992376	8/27/2015	RSCM	GL SC SL SP TF WA
F5992606	8/29/2015	RSCM	CIE ET LX SC TF WA
F5992607	1/30/2016	RSTM	LX SC SP TF WA
F5992608	9/17/2015	RSCM	GU IS SC SE SL SP TF WA M200I
F5992609	3/14/2015	RSEM	CIE LX SC TF WA
F5993100	5/31/2015	LSEM	LX SC SL TF WA XL
F5993101	3/16/2015	LSEM	CIB FM SC SE TF WA XL
F5993271	1/22/2016	RSCM	GU SC SL SP TF WA
F5993280	6/25/2016	LSEM	CIE LX SC TF WA XL
F5993281	4/26/2016	LSCM	B4 GL LX SC SL SP TF WA XL
F5993594	7/30/2015	RSCM	GU IS SC SE SL SP TF WA
F5993595	8/20/2016	RSAM	CIE CS GU SC SE SF SP TF WA
F5993610	11/23/2015	LSCM	CIE ET IS LX SC TF WA XL
F5993880	12/15/2016	LSCM	GU LX SC SL SP TF WA XL
F5994090	8/2/2016	LSCM	CIE GU IS SC SP TF WA XL
F5994566	6/15/2016	RSAM	CS GU LX SC SF SL SP TF WA
F5994580	7/7/2017	LSEM	CIE LX SC TF WA XL
F5994581	5/7/2016	LSCM	ET IS LX SC SL TF WA XL
F5994582	9/28/2015	LSCM	GU IS LX SC SL SP TF WA XL M200I
F5996681	3/11/2017	RSCM	GU LX SC SL SP TF WA
F5996682	7/30/2016	RSCM	ECO4 GU LX SCP SL SP270 TF VS WA
F5997101	10/24/2015	RSEM	LX SCP SL TF VS
F5997102	1/28/2017	RSEM	FM1 LX SCP TF VS WA
F5997103	6/29/2016	RSEM	LX SC SL TF WA
F5997104	8/23/2017	RSEM	LX SL TF WA
F5997105	10/15/2015	RSCM	CIB ET IS LX TF WA XD
F5997106	9/18/2015	RSCM	ET LX SC SL TF WA
F5998005	4/24/2017	RSCM	CIB ET IS LX SC TF
F5998006	11/30/2015	RSCM	GU LX SL SP TF WA
FP103815	8/9/2015	RSTM	CC ET OM SC SE TF WA M200I
FP103816	12/19/2016	RSTM	CC OM SC SE SP TF WA
FP103817	5/5/2017	RSAM	CS2 ECO4 GU LX SCP SF SL SP270 TF VS WA
FP103818	6/19/2015	RSCM	GU LX SC SL SP TF WA
FP103819	5/30/2017	RSEM	LX SL TF WA
FP104361	12/12/2015	RSEM	LX SC SL TF WA
FP104362	5/2/2017	RSEM	LX SC SL TF WA
FP104363	8/22/2017	RSCM	ET IS2 LX SC SL TF WA

FP106647	3/5/2016	RSCM	GU LX SC SP270 TF WA
FP106648	11/5/2015	RSEM	SL TF
FP107183	12/4/2015	RSEM	CIE SC SE TF WA
FP107184	6/11/2015	RSEM	FM SC SE TF WA XD
FP107185	7/21/2015	RSCM	CIE GU SC SE SP TF WA
FP107186	5/2/2016	RSTM	ET FM2 OM SC SE TF WA
FP107187	7/18/2016	RSTM	SE SP TF WA
FP108344	6/22/2016	RSCM	CIE GU LX SP TF WA
FP108345	2/7/2017	RSAM	CS GL LX SF SL SP TF WA
FP108346	8/4/2017	RSEM	SC TF WA
FP108355	9/5/2015	RSCM	CIE GU SC SE SP TF WA
FP108356	7/19/2015	RSAM	FM1 GU SC SE SF SL SP TF WA
FP108357	6/9/2015	RSAM	CS FM GL SC SE SF SL SP WA
FP108401	6/6/2015	LSCM	AM ET SC SE TF WA XL
FP108402	7/2/2015	LSCM	GL GU SC SE SL SP TF WA XL
FP108403	8/22/2017	LSEM	FM SC SE SL TF WA XL
FP108405	2/21/2016	LSAM	CIE CS GU SC SE SF SP TF WA XL
FP108901	6/18/2016	RSCM	ET IS SC SE SL TF
FP108902	7/17/2016	RSTM	CC LX OM SC SP TF WA
FP108903	7/8/2016	RSEM	LX SC SL TF WA VS
FP108904	8/20/2016	RSEM	LX SCP SL TF WA
FP108905	6/22/2015	RSTM	CC ET LX OM SC TF WA
FP108906	8/18/2016	RSCM	GU SC SL SP TF WA
FP108907	1/31/2016	RSCM	CIE ETLX IS2 IS SCP TF WA
FP109525	4/10/2015	LSCM	ET FM IS SC SE SL TF WA XL
FP110036	9/29/2015	RSCM	ET IS SC SE SL TF WA
FP110038	10/6/2015	RSCM	AM ET SE SL TF
FP110039	1/14/2016	RSCM	ET IS SE SL TF WA
FP110096	5/15/2015	LSCM	GU SC SE SL SP TF WA XL
FP110612	7/24/2016	RSCM	GU SC SE SL SP TF WA
FP110613	4/1/2016	RSCM	ECO4 GU SCP SL SP270 TF VS WA
FP117351	8/2/2017	RSCM	ETLX SCP SE SL TF WA
FP117352	2/29/2016	RSAM	CS2 GL SCP SF SL TF WA
FP117353	10/9/2017	RSCM	GL SCP SL SP270 TF WA
FP117890	2/16/2018	RSEM	LX SC SL TF WA
FP117891	2/20/2016	RSEM	CIE LX SC TF WA
FP117892	7/16/2016	RSEM	LX SC SL TF WA
FP118161	6/30/2018	RSAM	CS2 GL SCP SF SL SP270 TF WA
FP118638	7/27/2016	RSCM	GU SE SL SP TF WA
FP118706	6/22/2015	LSCM	AM GU LX SL SP TF WA XL
FP118707	3/13/2017	LSCM	CIB GU IS LX SP TF WA XL
FP119193	Unsold	RSCM	ETLX LX SCP TF WA
FP119194	8/27/2016	RSEM	LX SCP TF WA
FP119195	2/4/2016	RSEM	CIB LX SCP TF VS
FP119255	7/20/2015	LSEM	CIE FM SC SE TF WA XL
FP119776	5/3/2017	RSEM	LX SC TF WA
FP119815	1/21/2016	LSCM	ECO4 GU HB IS LX SCP SL SP TF VS WA XL
FP119816	10/15/2015	LSEM	CIB FM SC SE TF WA XL
FP120330	9/7/2017	RSCM	GU LX SCP SL SP270 TF WA
FP120864	9/21/2016	RSEM	ET+ LX SCP SL TF WA
FP120865	11/24/2015	RSCM	SE SL TF
FP120866	7/29/2015	RSCM	CIB GU LX SC SP TF WA M200I
FP120867	9/19/2016	RSCM	ET LX SCP SOV TF VS WA
FP120931	7/14/2015	LSAM	CS GU LX SC SF SL SP TF WA XL
FP120932	9/9/2015	LSEM	CIE LX SC TF WA XL
FP120933	8/29/2017	LSEM	CIE FM LX SC TF WA XL
FP120934	4/21/2017	LSCM	CIE GU SC SE SP TF WA XL
FP121318	11/30/2015	RSEM	CIE FM2 SCP SE TF VS
FP121319	11/13/2016	RSCM	GU LX SC SP270 TF WA
FP121834	5/25/2016	RSEM	ET+ LX SCP TF WA



FP121835	7/31/2017	RSCM	CIE ETLX LX SCP TF WA
FP121836	9/6/2016	RSCM	ECO4 GU LX SC SP270 TF VS WA
FP122937	1/11/2016	RSCM	CIE ETLX HP IS SCP SE TF WA
FP123013	10/9/2015	LSCM	CIE CX GU SC SE TF WA XL
FP124991	12/30/2016	RSEM	ET+ LX SCP SL TF WA
FP124992	4/18/2016	RSCM	ECO4 GU LX SC SP270 TF VS WA
FP124993	8/19/2016	RSEM	ET+ LX SC TF WA
FP126368	3/4/2017	RSCM	GU LX SCP SP270 TF WA
FP126369	3/31/2017	RSAM	B4 CP CS1 GL SCP SE SP270 TF WA
FP127374	7/14/2016	RSCM	CIB GU IS LX SC TF WA
FP127989	8/19/2015	LSCM	ET FM1 IS SC SE SL TF WA XL
FP130525	6/13/2015	RSTM	CC FM LX OM SC SP TF WA
FP130527	4/22/2016	RSAM	CIB CS GL SC SE SF TF WA
FP130561	8/20/2015	LSCM	B4 FM1 GL SC SE SL SP TF WA XL
FP130844	8/27/2015	RSCM	GU SC SE SL SP TF WA M200I
FP131268	1/27/2017	RSEM	4I LX SL TF WA
FP131405	11/12/2015	RSAM	4I B4 CS GL LX SF SL WA
FP131861	8/28/2015	LSCM	CIE GU SC SP TF XL
FP131862	6/30/2016	LSCM	GU LX SC SP270 TF WA XL
FP133025	10/15/2015	LSEM	SE SL TF WA XL
FP133031	8/11/2015	LSCM	CIE IS SC TF WA XD XL
FP133032	2/24/2016	LSCM	GU SC SL SP TF WA XL
FP133033	6/7/2016	LSCM	GL SC SL SP TF WA XL
FP133127	11/16/2015	LSEM	FM2 SC SE SL TF WA XL
FP133492	2/16/2017	RSCM	4I ECO4 GU SCP SE SL SP270 TF VS WA
FP133981	12/17/2016	RSAM	4I CS2 ECO4 GU SCP SE SF SL SP270 TF VS WA
FP134897	1/19/2017	RSCM	4I CIE ECO4 GU LX SCP SL SP470 TF VS WA
FP134925	12/18/2015	LSEM	CIB FM2 LX SCP TF WA XL
FP135406	12/28/2015	RSEM	4I CIE FM2 LX SCP TF VS WA
FP135407	12/18/2015	RSEM	4I LX SCP VS WA
FP135914	11/11/2016	RSCM	4I ECO2 GU HP LX SCP SL SP270 TF VS WA
FP135936	2/6/2016	LSCM	CIE ET FM1 IS SC SE SL TF WA XL
FP135946	7/31/2015	LSAM	CS GU LX SC SF SL SP TF WA XL
FP135947	5/9/2017	LSEM	CIE CX ECO8 FM LX TF WA XL
FP136457	12/19/2015	RSCM	4I CIB FM GU LX SP TF WA
FP136469	3/23/2016	LSCM	4I CIE GU IS SE SP TF WA XL
FP136474	2/28/2016	LSAM	CS2 GU LX SCP SF SL SP270 TF WA XL
FP137005	5/12/2016	RSTM	4I OM SC SE SP TF WA
FP137277	7/25/2015	LSEM	CIE FM2 LX SC TF WA XD XL
FP137399	9/3/2015	LSEM	SC SE SL TF WA XL
FP137627	1/24/2018	LSEM	LX SCP TF VS WA XL
FP137628	1/27/2017	LSCM	ET LX SCP TF WA XL
FP137857	10/9/2015	RSEM	4I SE TF WA
FP137858	4/7/2016	RSCM	4I ECO4 GU LX SCP SL SP270 TF VS WA
FP138420	11/11/2015	LSCM	AM ECO8 FM GU HB LX SCP SOV SP TF VS XL
FP138421	3/19/2016	LSAM	CS CX ECO4 GU HB LX SCP SF SL SP270 TF VS WA XL
FP138422	5/11/2016	LSCM	CIE ET LX SCP TF WA XL
FP138423	12/23/2016	LSEM	CIE HB LX SCP TF WA XL
FP138424	8/4/2016	LSCM	ECO2 GU LX SCP SP270 TF VS WA XL
FP138425	1/17/2016	LSCM	GU HB LX SCP SP270 TF WA XL
FP138632	7/15/2015	RSEM	AM CIE FM2 SC TF WA
FP138960	8/11/2015	LSCM	B4 CIB FM GL SC SE SP XL
FP138961	9/15/2015	LSCM	CIE ET FM IS SC SE TF WA XL
FP138969	4/20/2016	LSAM	CS2 GU LX SCP SF SL SP270 TF WA XL
FP138972	2/8/2016	LSCM	GU LX SCP SP270 TF WA XL
FP138973	6/20/2016	LSEM	HB LX SCP TF WA XL
FP139224	4/17/2017	RSAM	4I CS2 ECO2 GU SCP SF SL SP270 TF VS WA
FP139522	7/10/2015	RSCM	CIB AM B4 GL LX SL SP TF WA
FP139523	3/31/2016	RSCM	4I GU IS LX SL TF WA
FP139525	7/15/2016	RSAM	4I CIE CS GU SC SF SL SP TF WA

FP140373	6/10/2016	LSCM	GL SC SL SP TF WA XL
FP142709	2/27/2017	LSEM	CIE CX FM SE TF WA XL WCP
FP142710	7/29/2016	LSCM	CX ETLX HB IS LX SCP TF WA XL
FP142711	4/13/2017	LSCM	ET LX SCP TF WA XL
FP142712	2/17/2017	LSEM	SE SL TF VS WA XL
FP143289	4/8/2016	LSEM	HB LX SCP TF WA XL
FP143880	3/24/2016	LSEM	HB LX SCP TF WA XL
FP143881	9/15/2016	LSCM	GU LX SCP SP270 TF WA XL
FP143882	7/5/2016	LSCM	CX ECO4 GU HB LX SCP SP270 TF VS WA XL
FP144429	10/15/2016	LSCM	CX ECO4 GU HB LX SCP SP270 TF VS WA XL
FP145732	4/30/2016	RSEM	ET+ LX SCP SL TF WA
FP145762	10/19/2016	LSAM	CS CX ECO4 GU HB LX SCP SF SL SP270 TF VS WA XL
FP146284	12/29/2015	RSCM	ETLX SCP SE TF WA
FP146288	6/1/2016	RSAM	CS ECO4 GU LX SCP SF SL SP270 TF VS WA
FP146289	2/6/2016	RSCM	CIB ETLX SCP SE TF WA
FP147598	11/24/2017	LSAM	AM CS2 ECO2 GU LX SCP SF SL SP270 TF VS WA XL
FP147895	6/26/2016	RSAM	CS GU SCP SE SF SL SP270 TF WA
FP147898	12/27/2016	RSCM	ETLX IS LX TF WA
FP147899	1/9/2018	RSCM	AM GU LX SCP SL SP270 TF WA
FP148431	2/21/2016	RSAM	CS2 GU SCP SE SF SL TF VS WA
FP148436	4/8/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP148979	10/14/2015	RSAM	4I CIB CS FM GU LX SP TF WA
FP149524	8/15/2016	RSAM	CS2 ECO4 GU SCP SE SF SL SP270 TF VS WA
FP150621	6/14/2017	RSCM	GU LX SCP SP270 TF WA
FP151651	5/13/2016	RSCM	4I CIE GU TF WA
FP152205	5/25/2016	RSTM	LX OM SC SP TF WA
FP152206	9/3/2015	RSCM	CIE ET IS LX SC TF WA
FP152207	5/5/2016	RSCM	GU SE SL SP TF WA
FP152208	7/15/2015	RSAM	CS GU SE SF SL
FP152210	7/27/2016	RSCM	ET LX SC TF VS WA
FP152211	2/25/2017	RSCM	ECO2 GU LX SC SL SP270 TF WA
FP152213	5/9/2016	RSCM	ETLX IS SCP SE TF WA
FP152214	7/14/2016	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP152215	4/29/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF VS WA
FP152216	8/12/2016	RSCM	CIE ETLX LX SCP TF WA
FP152270	2/25/2016	LSCM	4I CIE CX LX SCP TF WA XL WCP
FP152711	6/17/2016	RSCM	CIE GU LX SC SP TF WA
FP152712	2/6/2017	RSCM	FM GL IS LX SL TF WA
FP152713	9/28/2017	RSTM	OM SC SE TF WA
FP152717	8/28/2016	RSCM	CIE ETLX LX SCP TF WA
FP152767	10/16/2015	LSAM	CS GU SC SE SF SL SP TF WA XL M200I
FP152778	6/17/2016	LSCM	AM ECO2 GU HB LX SCP SL SP270 TF VS WA XL
FP152779	12/10/2015	LSEM	CIE LX TF WA XL
FP153315	4/7/2017	RSCM	GU LX SCP SP270 TF WA
FP153348	1/16/2016	LSCM	ETLX SCP WA WCP XL
FP153349	12/28/2015	LSEM	CIE FM2 SC SE TF WA XL WCP
FP153696	4/13/2016	RSCM	4I AM ETLX SCP TF WA
FP153743	11/24/2015	LSEM	4I CIB FM LX TF XL WCP
FP154214	9/18/2015	RSAM	4I CIE GU CS SC SE SF SL SP TF WA M200I
FP154217	5/27/2016	RSEM	CIB DA ET+ GU SCP SE SL TF WA
FP154218	3/31/2017	RSCM	ECO2 GU HP SCP SE SL SP TF VS WA
FP154219	8/2/2016	RSCM	DA ETLX HP IS SCP SE SL TF WA
FP154220	7/15/2016	RSCM	GU LX SCP SL SP270 TF WA
FP154221	2/25/2016	RSAM	CS ECO4 GU SCP SF SL SP270 TF VS WA
FP154803	8/26/2016	RSCM	ET LX SCP TF WA
FP154805	6/19/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP154833	10/14/2016	LSCM	ET IS LX SL TF WA XL
FP154835	3/12/2016	LSAM	B4 CS2 ECO4 FM2 GU HB IS LX SCP SF SL SP600 TF VS WA XL
FP154836	8/22/2016	LSAM	CS2 GU LX SCP SF SL SP270 TF VS WA XL
FP155437	8/17/2017	RSAM	CIE CS2 ECO2 GU LX SCP SF SP270 TF VS WA

FP155440	5/13/2016	RSAM	CS2 GU SCP SE SF SL SP270 TF WA
FP155441	4/27/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP155442	3/24/2016	RSCM	GU LX SCP SL SP270 TF WA
FP155443	8/26/2016	RSCM	GU SCP SL SP270 TF WA
FP155871	6/3/2016	RSCM	4I CIE ECO4 GU SCP SL SP470 TF VS WA
FP155876	10/30/2016	RSCM	ECO2 GU LX SCP SL SP270 TF VS WA M200I
FP155877	6/9/2017	RSAM	CIE CS2 GU SCP SF SL SP270 TF WA
FP155878	3/2/2016	RSCM	GU SC SP270 TF WA
FP155879	4/15/2016	RSCM	CIE GU SCP SE SP470 TF WA
FP155901	11/10/2015	LSAM	4I CS FM GU SE SF SL TF XL
FP155968	6/28/2016	RSCM	CIE GU LX SCP SP270 TF WA
FP156515	8/5/2016	RSCM	CIE ETLX IS SCP SE TF WA
FP156516	4/28/2016	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP156517	7/8/2016	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP156518	3/2/2016	RSCM	CIE ET SCP TF VS WA
FP156711	5/26/2016	LSCM	HB GU LX SCP SP470 TF WA XL
FP156712	9/28/2016	LSCM	SE SL TF XL
FP157110	6/18/2016	RSEM	AM DA FM SCP SE SL TF VS
FP157111	3/11/2016	RSEM	FM SC SE SL TF WA
FP157112	7/20/2017	RSEM	DA LX SCP SL TF VS WA
FP157113	6/22/2017	RSAM	CIE CS2 GU LX SCP SF SL SP270 TF WA
FP157114	5/25/2016	RSCM	GU SC SL SP270 TF WA
FP157115	7/6/2016	RSCM	CIE GU SCP SP270 TF WA
FP157236	12/23/2016	RSCM	GU LX SCP SP270 TF WA
FP157237	2/17/2017	RSCM	CIE GU LX SCP SL SP270 TF WA
FP157635	3/6/2017	RSCM	ECO4 GU LX SCP SL SP270 TF VS WA
FP158652	8/12/2017	RSAM	CS GU SCP SE SF SL SP270 TF VS WA
FP158653	10/17/2016	RSAM	CIB CS2 ECO2 GU LX SCP SF SL SP270 TF VS WA
FP158654	9/23/2016	RSCM	ECO4 GU LX SCP SL SP270 TF VS WA
FP158655	9/19/2016	RSCM	GU LX SCP SL SP270 TF WA
FP159200	3/16/2016	RSCM	CIE ETLX IS2 IS SCP SE TF WA
FP159201	5/26/2016	RSCM	GU SC SE SL SP270 TF WA
FP159721	9/9/2016	RSEM	DA ET+ GU LX SCP SL TF WA
FP159722	12/26/2017	RSAM	CIE CS2 FM2 GU SCP SF SL SP270 TF WA
FP159723	12/7/2016	RSAM	AM CS2 GU SCP SF SL SP270 TF WA
FP160273	3/7/2017	RSAM	CS2 ECO4 GU LX SCP SF SL SP270 TF VS WA
FP160274	6/1/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP160275	7/20/2016	RSAM	CS2 GU SCP SF SL SP270 TF VS WA
FP160276	5/31/2016	RSCM	CIE DA ECO4 GU IS SCP SL SP470 TF WA
FP161194	12/21/2017	RSAM	CS2 GU LX SCP SF SL SP270 TF WA
FP161199	5/27/2016	RSAM	CIE CS2 ECO4 FM1 GU LX SCP SF SL SP470 TF VS WA
FP161268	8/20/2016	RSCM	GU LX SCP SL SP270 TF WA
FP162876	11/10/2015	LSEM	FM2 SE SL TF XL
FP164925	8/25/2016	LSCM	CIB CX GL SE SL SP TF WA XL
GP175899	6/30/2016	LSCM	DA ECO16 GU HB IS SCP SP600 TF UAC XL
GP175901	3/31/2016	LSCM	CHM CIE CX DA ETLX HB HP IS SCP TF UAC WA XL
GP175903	4/18/2016	LSCM	CHM CX DA ETLX HB IS SCP TF WA WCP XL
GP175904	5/24/2016	LSCM	CHM CIB ECO4 FM1 GU SCP SP270 TF VS WA XL
GP176947	2/1/2016	LSCM	CIB ETLX HB HP SCP TF WA WCP XL - price protected
GP176950	5/20/2016	LSCM	CG CIE CX DA ETLX HB IS IS2 SCP TF UAC WA XL
GP176952	6/17/2016	LSCM	CG EC GU SC SP TF VS WA XL
GP176953	6/28/2016	LSCM	CG CIE CX DA ETLX FM1 HB IS SCP TF UAC WA XL
GP176956	2/23/2017	LSCM	CG CIE ETLX SCP TF WA XL
GP177537	2/11/2016	LSCM	CHM ETLX HB TF WA XL
GP177538	9/30/2016	LSCM	CHM ECO4 GU HB IS SCP SP270 TF VS WA XL
GP177540	5/13/2016	LSCM	CHM CIE DA ETLX HB IS SCP TF UAC WA XL
GP177543	4/26/2016	LSCM	AM CUS CX DA ETLX HB IS TF UAC WA XL
GP177545	1/8/2016	LSCM	CX ETLX HB HP SCP SE TF WA XL
GP177548	8/16/2016	LSCM	CIE CX ETLX HB IS SCP SE TF WA XL
GP177549	3/25/2016	LSEM	CX DA ET+ HB SCP SE TF WCP XL

GP177552	3/18/2016	LSCM	CIB CX ETLX HB HP SCP SE TF WA XL
GP177553	3/11/2016	LSEM	FM HB SCP SE TF WA XL
GP177556	4/1/2016	LSCM	AM ET IS SC SE TF WA XL
GP177558	4/8/2016	LSCM	AM CIE DA ETLX HB IS SCP SE TF XL
GP179718	3/21/2016	RSCM	AM CIB ETLX SCP SE TF
GP179719	7/11/2017	RSEM	DA SCP SE TF WA
GP184167	6/30/2017	RSCM	ECO4 GU SCP SIL SP270 TF VS WA
GP184168	9/21/2016	RSEM	DA SCP SE TF WA
GP184455	10/7/2016	RSEM	DA SCP SE TF WA
GP184456	2/13/2017	RSAM	CS2 ECO4 GU SCP SE SP270 TF WA
GP184457	1/23/2017	RSCM	GU SCP SIL SP270 TF WA
GP184458	7/20/2017	RSAM	CS ECO4 GU SCP SE SP270 TF VS WA
GP185237	1/24/2017	RSEM	DA SCP SE TF WA
GP185238	7/8/2016	RSCM	DA ETLX IS SCP SE TF price protected
GP185998	3/2/2017	RSCM	CIB ECO4 GU SCP SE SP470 TF VS WA
GP186470	8/22/2016	RSEM	CIE DA SCP SE TF WA
GP186476	5/2/2016	RSCM	CIE DA ETLX IS RR SCP TF WA
GP188675	7/13/2016	RSCM	ECO4 GU SCP SP470 TF VS WA
GP191183	2/22/2016	RSCM	4I CIE ECO4 GU SCP SE SP270 TF VS WA
GP192932	4/21/2016	LSEM	DA HB SCP TF WA XL
GP193461	5/14/2016	LSEM	DA HB SCP TF XD XL
GP193462	6/23/2016	LSCM	CHM DA ETLX HB IS TF WA WCP XL- price protected
GP199307	4/20/2016	RSCM	4I AM ETLX IS2 IS SCP TF WA
GP199371	4/8/2016	LSEM	4I AM CG CIE ET+ FM2 HB SCP TF WA XL
GP199858	3/29/2016	RSEM	4I AM ET+ FM SCP SE TF WA
GP199859	2/22/2016	RSCM	4I CG ETLX FM IS IS2 SCP TF WA
GP199911	4/14/2016	LSCM	4I AM CUS CX ETLX IS SCP TF WA XL
GP200423	3/23/2016	RSCM	4I ETLX IS SCP SE TF WA EXT WARRANTY
GP200486	2/26/2016	LSEM	4I AM CX ET+ HB SCP TF WCP XL
GP200798	6/7/2016	RSAM	4I AM CHM CIE CS2 ECO4 FM2 GU SCP SP270 TF VS WA
GP200804	6/26/2017	RSCM	4I BRN GU IS SCP SP270 TF VS WA
GP201290	3/21/2017	RSCM	CIE GU SCP SP270 TF VS WA
GP201293	8/22/2017	RSCM	CG ECO4 GU SCP SP470 TF VS WA
GP201294	1/29/2017	RSCM	CG ECO4 GU SCP SP270 TF VS WA
GP201295	6/17/2017	RSAM	CG CS2 DA ECO4 GU IS SCP SP470 TF VS
GP201296	9/12/2017	RSAM	CHM CS2 GU SCP SP270 TF VS WA
GP201297	9/29/2017	RSCM	CHM ECO4 GU SCP SP270 TF VS WA
GP201298	8/13/2016	RSCM	CHM DA ETLX FM IS IS2 SCP TF WA
GP201299	8/26/2017	RSEM	CHM CIB DA SCP TF WA
GP201300	1/21/2017	RSCM	CHM GU SCP SP470 TF VS
GP201301	4/16/2016	RSAM	CHM CS2 FM2 GU SCP SP270 TF WA
GP201893	8/3/2017	RSAM	CHM CS ECO4 GU SCP SP270 TF VS WA
GP201894	6/28/2018	RSCM	CHM DA ETLX IS2 IS SCP TF WA
GP201895	11/8/2016	RSAM	CHM CS2 GU SCP SP470 TF VS WA
GP201896	2/2/2017	RSCM	CHM ECO4 GU SCP SP270 TF VS WA
GP201897	5/9/2018	RSCM	CHM ECO4 GU SCP SP470 TF VS WA
GP201898	12/23/2016	RSEM	CHM DA SCP TF
GP201900	2/16/2017	RSCM	4I ECO4 GU SCP SP470 TF VS WA
GP201901	12/2/2016	RSCM	4I ECO4 GU SCP SP470 TF VS WA
GP201902	6/2/2016	RSAM	4I CHM CS1 ECO4 GU IS SCP SOV SP470 TF VS WA
GP201903	2/26/2016	RSCM	4I ECO4 GU SCP SE SP270 TF VS WA - price protected
GP201956	9/16/2016	LSCM	4I CX ETLX HB IS SCP TF WA XL
GP202477	4/11/2017	RSCM	CG CIE ETLX SCP TF WA
GP202478	10/21/2016	RSCM	CG CIE DA ECO4 GU HP IS2 IS SCP SP470 TF VS WA
GP202479	5/21/2019	RSAM	CG CS1 ECO4 GU HP SCP SP270 TF VS WA
GP202480	12/27/2018	RSCM	CG GL SCP SP270 TF WA
GP202481	12/3/2016	RSCM	AM CG ETLX SCP TF WA
GP202482	11/9/2017	RSAM	CG CIE CP CS1 ECO4 GU SCP SP270 TF VS WA
GP202483	1/11/2019	RSEM	CG CIE DA SCP TF WA
GP202484	2/17/2017	RSAM	CHM CS2 ECO2 GU SCP SP270 TF VS WA

GP202485	2/27/2017	RSCM	CHM ECO4 GU SCP SP470 TF VS WA
GP202486	4/5/2018	RSCM	CHM GU SP270 TF WA
GP202487	11/11/2016	RSEM	CHM DA HP SCP TF WA
GP202488	6/5/2017	RSCM	CHM DA ETLX HP IS SCP TF WA
GP202489	4/26/2017	RSAM	CHM CS2 ECO4 GU SCP SP270 TF VS WA
GP202498	7/14/2016	LSEM	CX DA HP RR SCP UAC WA XL
GP202996	7/22/2016	RSCM	CG ECO4 GU SCP SP270 TF VS WA
GP202997	6/22/2016	RSAM	CIE CS2 FM2 GU SCP SE SP270 TF WA
GP202998	6/29/2016	RSAM	CIB CS1 GU HP SCP SE SP270 TF WA
GP202999	4/5/2017	RSCM	BRN CIB ECO4 GU HP IS SCP SP270 TF WA
GP203000	8/20/2016	RSAM	BRN CS2 GU SCP SP270 TF VS WA
GP203020	7/14/2016	LSCM	CG CIE CX ETLX FM1 IS IS2 TF WA XL
GP203021	4/5/2016	LSEM	CHM CX ET+ FM HB SCP TF WA XL
GP203022	6/3/2016	LSCM	CHM CX ECO4 GU HB HP SCP SP270 TF VS WA XL
GP203023	5/18/2016	LSCM	BRN GU SCP TF WA XL
GP203024	7/6/2016	LSAM	BRN CS2 CX ECO2 GU SCP SP270 TF VS WA XL
GP204094	9/17/2016	LSCM	CG CIE CX DA ECO4 GU HB HP IS SCP SP470 TF UAC VS WA XL
GP207662	1/30/2017	LSCM	CG ETLX SCP TF WA XL
GP207676	9/10/2016	LSCM	CG DA ETLX FM HB IS SCP TF UAC WA WCP XD XL
GP208193	9/1/2016	LSAM	AM CG CIE CS2 GU HB SCP TF XL
GP208720	9/3/2016	LSAM	CG CS2 DA ECO4 GU HB IS SCP SP270 TF VS XL
GP208729	4/20/2017	LSCM	CG CX ECO4 GU HB SCP SP270 TF VS WA XL
GP209266	6/4/2016	LSCM	CX ETLX HB SCP SE TF WCP XL
GP209464	6/29/2016	LSEM	AM CHM CIE CX DA HB SCP TF UAC WA XL - price protection
GP210492	4/24/2018	LSCM	BRN CIB CX ETLX HB HP SCP TF UAC WA XL
GP211027	1/12/2017	LSAM	CHM CS2 ECO4 GU SCP SP270 TF VS WA XL
GP211028	10/29/2017	LSCM	BRN CX DA ETLX HB IS SCP TF UAC WA XL
GP211566	7/27/2016	LSCM	AM CHM ETLX SCP TF XL
GP211567	7/29/2016	LSCM	CHM CX ETLX FM1 HB SCP TF WA XL
GP211568	9/13/2016	LSCM	CUS CX ETLX HB SCP TF UAC XL
GP212088	7/18/2016	LSEM	4I CIE ET+ FM HB SC SE TF WA XL
GP212499	3/30/2016	LSCM	4I AM BR CIB CX ETLX HB SCP TF WA WCP XL
GP213029	3/26/2016	LSCM	4I AM CG CIE CX ET HB SCP TF VS XL
GP214114	8/9/2016	LSCM	4I AM CG CX DA ETLX HB IS SCP TF UAC WA XD XL - price protected
GP214115	4/29/2016	LSCM	4I CHM CX ETLX HB HP IS2 IS SCP TF WA WCP XL
GP214116	4/8/2016	LSCM	4I CIE ETLX HB IS SCP SE TF WA XL
GP214552	12/22/2016	RSCM	4I ECO4 GU SCP SE SP470 TF VS WA
GP216235	3/7/2017	LSAM	CP CS1 ECO2 FM1 GU HB SCP SE SP270 TF VS WA XL
GP216236	Unsold	LSCM	CX ETLX HB SCP SE TF WA XL - price protected
GP216237	6/5/2017	LSCM	CHM ETLX IS SCP TF WA XL
GP216238	10/24/2016	LSCM	CIE CX DA ECO4 GU HB IS SCP SE TF VS WA XL
GP216239	9/29/2016	LSCM	BRN CIB CX ETLX HB SCP TF UAC WA XL
GP216241	3/30/2017	LSCM	CHM CIB CXX DA ETLX FM HB HP IS2 IS SCP TF WA XL
GP216434	3/20/2017	LSCM	CHM CIE DA ECO4 GU IS SCP SP600 TF VS WA XL
GP216435	7/6/2017	LSEM	CG CX DA HB SCP TF WA XL
GP216436	8/16/2017	LSCM	CG CIE ETLX SCP TF WA XL
GP216437	7/26/2017	LSCM	CG DA ETLX FM1 HB IS SCP TF WA XL
GP216438	11/22/2016	LSAM	BRN CS2 ECO4 GU HB SP270 TF VS WA XL
GP216956	1/9/2017	LSCM	BRN GU HB SCP SP470 TF VS WA XL
GP220069	1/5/2018	RSAM	CHM CS GL HP SP270 TF
GP220070	6/24/2016	RSCM	CHM ECO4 GU HP SCP SP270 TF VS WA
GP221330	5/19/2016	RSTM	4I DA CC ETLX FM2 IS MB SCP SPP TF WA
GP221331	4/1/2016	RSCM	4I GU SCP SP270 TF WA
GP221876	4/12/2016	LSCM	4I CX ECO4 GU HB HP IS2 IS SCP SE SP470 TF VS WA XL
GP222960	3/22/2016	LSTM	ETLX SCP SE TF WA XL
GP222961	5/9/2016	LSCM	CIE CX ETLX FM HB SCP SE TF WA XL
GP222962	6/2/2016	LSCM	ETLX FM HB SCP SE TF UAC WA XL
GP222963	4/26/2016	LSAM	4I CS2 GU SCP SE SP270 TF WA XL
GP222964	5/5/2016	LSAM	4I CHM CS2 ECO4 GU SCP SP270 TF VS WA XL
GP233866	1/12/2018	RSAM	AM CG CS2 ECO4 GU SC SP270 TF VS WA

GP233867	12/16/2016	RSCM	CG GL SCP SP270 TF WA
GP233868	8/10/2016	RSCM	GU SCP SE SP470 TF VS
GP233869	3/18/2017	RSCM	CIE ETLX SCP SE TF WA
GP233879	8/11/2016	RSEM	DA SCP TF WA
GP234433	8/31/2016	RSCM	AM ECO4 GU SCP SE SP470 VS
GP234438	12/28/2017	RSAM	BR CP CS1 EC04 GU SCP SP270 TF VS WA
GP235079	8/25/2016	RSCM	DA ETLX FM IS IS2 SCP TF WA
GP235080	9/7/2016	RSEM	CIE DA FM SCP TF WA
GP235081	10/6/2017	RSEM	BRN DA HP SCP TF WA
GP235082	6/9/2017	RSEM	BRN DA SCP TF WA
GP235083	9/29/2016	RSCM	BRN DA ECO4 GU IS SCP SP270 TF VS WA
GP235084	6/12/2017	RSCM	BRN ECO4 GU SCP SP470 TF VS WA
GP235085	11/11/2017	RSCM	BR CIB EC04 GU HP SCP SP470 TF VS WA
GP235178	11/3/2016	RSCM	DA ETLX HP IS SCP TF WA
GP235579	8/2/2017	RSEM	BRN DA SCP TF WA
GP235580	6/7/2017	RSEM	CP DA HP SCP SIL TF WA
GP235581	9/28/2017	RSCM	BRN CIB DA ETLX IS SCP TF WA
GP235582	7/19/2017	RSCM	BRN CIB DA ETLX IS SCP TF WA
GP235583	5/30/2017	RSEM	BRN CIB DA SCP TF WA
GP258076	5/16/2017	RSCM	4I BRN CIB ECO4 GU SCP SP270 TF VS WA
GP258149	7/6/2016	LSCM	4I CIB DA ETLX HP IS SCP SE TF UAC XL - price protected
GP258150	7/29/2018	LSEM	4I CHM DA HB SCP TF XL
GP258151	Unsold	LSEM	4I CG CIE DA FM2 SCP TF WA WCP XL
GP264135	5/8/2017	LSCM	4I CIE DA ETLX HB HP IS SCP SE TF UAC WA XL
GP265876	11/25/2016	LSEM	4I DA SCP TF WA XL
GP265878	7/7/2016	LSCM	4I AM B4 CX GU HB SE SP600 VS XL
GP267019	7/12/2017	LSAM	4I CS2 ECO4 GU HB SC SP470 TF VS WA XL
GP267020	11/17/2016	LSCM	4I BRN ECO4 GU HB SCP SP470 TF VS WA XL
GP267021	4/21/2017	LSEM	4I BRN CIB CX DA HB SCP TF UAC WA XL
GP267022	7/31/2016	LSCM	4I DA ETLX HB IS2 IS SCP TF UAC XL
GP267599	11/4/2016	LSAM	4I CIE CS2 ECO4 GU HB SCP SE SP470 TF VS WA XL
GP267600	8/24/2016	LSCM	4I ECO4 GU HB SCP SE SP270 TF VS WA XL
GP267601	7/18/2017	LSCM	4I CHM CIB CXX ECO4 GU HB SCP SP470 TF UAC VS WA XL
GP267602	7/14/2016	LSCM	4I CHM CX DA ETLX HB HP IS SCP UAC WA XL - price protected
GP268184	3/1/2017	LSEM	4I CX DA HB SCP SE TF UAC WA XL
GP268185	10/14/2016	LSEM	4I CHM CIB CX DA FM2 HB SCP TF WA XL
GP268784	8/19/2016	LSCM	4I CG DA ETLX HB IS SCP TF WA XL
GP268785	7/23/2016	LSCM	4I CIE ECO4 GU HB SE SP470 TF VS WA XL-price protected
GP268786	5/1/2017	LSAM	4I CHM CS ECO4 GU HB HP SCP SP470 TF VS WA XL
GP268787	5/22/2017	LSEM	4I CG CIE CX DA SCP TF UAC WA XL
GP268788	5/22/2017	LSCM	4I CX ECO4 GU SCP SE SP470 TF UAC VS WA XL
GP269336	12/19/2016	LSCM	4I AM CX DA ETLX FM1 HB IS SCP TF WCP XL
GP278713	8/14/2016	RSCM	4I CHM CIB ECO4 GU SCP SP470 TF VS WA
GP278714	8/7/2016	RSCM	4I ECO4 GU SCP SE SP270 TF VS WA
GP281253	9/28/2016	RSAM	4I CS DA ECO4 GU IS SCP SE TF VS
GP283475	11/24/2016	RSCM	4I CIE DA ECO4 GU IS SCP SE SP270 TF VS WA
GP284012	9/26/2016	RSCM	4I CHM CIB ECO4 FM1 GU SCP SP470 TF VS WA
GP284013	8/22/2016	RSCM	4I DA ETLX IS SCP SE TF
GP284061	7/4/2017	LSCM	4I CHM DA ETLX IS SCP TF WA XL
GP284062	10/28/2016	LSCM	4I CHM CX DA ETLX HB HP IS SCP TF WA XL
GP284738	1/19/2017	RSCM	4I CIE GU SCP SP270 TF VS WA
GP284739	8/22/2017	RSCM	4I ECO4 GU SCP SE SP470 TF VS WA
GP284740	8/25/2016	RSCM	4I ECO4 GU SCP SE SP470 TF VS WA
GP284741	1/31/2017	RSCM	4I CHM CIB ECO4 GU SCP SP470 TF VS WA
GP284742	3/30/2017	RSCM	4I CHM ETLX HP IS IS2 SCP SP200 TF WA
GP284804	6/13/2017	LSCM	4I ECO4 GU HB SCP SE SP270 TF VS WA XL
GP284805	11/18/2016	LSEM	4I CIE DA FM2 SIL TF UAC WA WCP XL
GP285929	7/12/2017	LSEM	4I CIE CP CXX DA HB SCP SE TF WA XL
GP286431	3/24/2017	RSCM	4I CHM CIB DA ECO4 GU IS SCP SP270 TF VS WA
GP286435	5/24/2017	RSCM	4I BRN CIB ECO4 GU SCP SP470 TF VS WA

GP286475	11/6/2017	LSCM	4I CHM CIB CX GU HB SCP SP270 TF WA XL
GP286476	8/24/2016	LSCM	4I CG GU HB SCP TF VS WA XL
GP287006	5/15/2017	RSEM	4I CG CIB DA SCP TF WA
GP287007	4/26/2019	RSCM	4I DA ETLX UAC WA - NO WARRANTY
GP287022	9/26/2016	LSEM	4I BRN CIB CX DA FM2 HB SCP SP200 TF UAC WA WCP XL
GP287510	5/3/2017	RSAM	CIE CS1 FM GU HP SCP SP270 TF WA
GP287511	8/5/2016	RSCM	DA ETLX FM IS IS2 SCP SE TF - price protected
GP287561	8/25/2016	LSCM	CIE ETLX HB IS SCP SE TF UAC XL
GP288091	11/24/2016	RSCM	ECO4 GU SCP SE SP270 TF VS WA
GP288120	11/4/2016	LSCM	CX ECO4 GU HB SCP SP270 TF VS WA XL
GP290334	6/16/2017	RSAM	CG CIE CS2 ECO4 GU SCP SP270 TF VS WA
GP290336	12/1/2016	RSEM	4I CHM DA SCP TF WA
GP290337	9/24/2016	RSEM	4I CG CIE DA FM SCP TF WA-price protected
GP291071	11/29/2017	LSCM	BRN CIB ETLX HB IS2 SCP TF WA XL
GP292349	11/14/2016	LSAM	CS CX DA FM2 GU HB IS SCP SP600 TF UAC VS WA XL
GP292350	7/11/2017	LSAM	CS2 CX ECO4 GU HB SCP SE SP270 TF VS WA XL
GP292572	2/2/2017	LSCM	CG ETLX IS SCP TF UAC XL
GP293605	10/20/2016	RSCM	4I CG ETLX FM SCP TF WA
GP294500	4/5/2017	RSEM	CHM DA SCP TF WA
GP294501	1/12/2018	RSCM	CG ECO4 GU SC SP270 TF VS WA
GP295021	3/1/2017	RSCM	CHM ECO4 GU HP SCP SP270 TF VS WA
GP295052	2/14/2017	LSCM	4I CHM CIB CX DA FM1 GU HB IS SCP SP600 TF UAC VS WA XL
GP295053	12/18/2016	LSEM	CHM DA FM2 HB SCP TF WA XL
GP295054		Unsold LSCM	B4 CG CX GL SCP TF WA XL
GP295055	10/13/2017	LSCM	BRN CIB CX ETLX HB SCP TF WA XL
GP295602	12/20/2016	LSCM	AM BRN CX DA ETLX HB IS SCP WA XL
GP296270	12/7/2017	RSCM	4I CHM ECO4 GU SCP SP270 TF VS WA
GP296271	7/9/2017	RSCM	4I AM CHM FM1 GU SCP SP470 TF VS WA
GP296272	5/4/2018	RSEM	4I CG CIE DA SCP TF WA
GP296273	6/12/2017	RSCM	4I CG DA ECO4 GU IS SCP SP270 TF VS WA
GP296274	7/10/2017	RSCM	4I BRN DA ETLX HP IS SCP TF WA
GP296275	2/11/2017	RSCM	4I BRN DA ECO4 GU IS SCP SP270 TF VS WA
GP296276	11/12/2017	RSCM	4I GU SCP SP270 TF VS WA
GP296277	10/24/2016	RSCM	4I CIE ETLX SCP SE TF WA
GP296278	11/11/2016	RSCM	4I ETLX SCP SE TF WA
GP296279	1/11/2017	RSAM	4I CP CS1 ECO4 GU SCP SE SP470 TF VS WA
GP296280	2/19/2018	RSAM	CS2 GU SCP SE TF WA
GP296281	8/5/2017	RSCM	CIE DA ETLX IS2 IS SCP SE TF WA
GP296282	4/18/2017	RSCM	BRN ECO4 GU SP470 TF VS WA
GP296283	9/25/2017	RSEM	BRN DA SCP TF WA
GP296323	2/24/2017	LSCM	4I CHM DA ECO4 GU HB IS SCP SP270 TF VS WA XL
GP296873	8/24/2017	LSCM	4I CG CX DA ECO4 GU HB IS SCP SP470 TF UAC VS WA XL
GP296874	2/10/2017	LSCM	4I CG CIB CX DA ETLX HB IS SCP TF UAC WA XL
GP296875	8/19/2017	LSEM	4I BR DA HB SCP TF WA XL
GP296876	4/1/2017	LSEM	4I CIE DA HB SCP TF WA XL
GP296877	12/19/2016	LSEM	4I CIE CX DA HB HP SCP SE TF UAC WA WCP XL
GP296878	12/20/2016	LSCM	4I CHM CX ETLX HB HP SCP TF WA XL
GP296879	5/25/2017	LSCM	4I BRN DA ETLX HB IS SCP TF WA XL
GP296880	10/17/2017	LSAM	4I BR CIB CS2 CX ECO4 FM GU HB SCP SP470 TF VS WA XL
GP296881	12/30/2016	LSCM	4I CG CX ECO4 GU HB SCP SP470 TF UAC VS XL
GP296882	1/16/2017	LSCM	4I ETLX WA XL
GP296883	10/7/2016	LSCM	CX ECO16 GU HB SCP SP600 TF VS XL
GP296884	10/21/2016	LSCM	DA ECO4 GU HB HP IS SCP SP470 VS XL
GP297401	10/18/2016	RSAM	CHM GU HP SCP TF WA
GP297406	2/4/2017	RSCM	CHM ETLX SCP TF WA
GP297436	10/21/2016	LSAM	4I CIE CS2 DA ECO4 FM2 GU HB IS SCP SE UAC VS XL
GP297437	11/15/2017	LSCM	4I CG CIE CX ETLX HB SCP TF WA XL
GP297438	3/29/2018	LSCM	CIE CX ETLX HB HP SCP SE TF WA XL
GP297439	10/19/2016	LSCM	CHM ECO4 FM1 GU HB SCP SP270 TF VS WA XL
GP297440	8/4/2017	LSAM	AM BRN CS2 DA ECO4 GU HB IS SCP SP270 TF VS WA XL

GP297938	12/29/2016	RSCM	BRN FM1 GL SCP TF WA
GP298449	11/7/2017	RSCM	CHM ECO4 GU SCP SP270 TF VS WA
GP298450	1/31/2018	RSAM	BRN CIB CS2 ECO4 GU SCP SP470 TF VS WA
GP298451	9/27/2017	RSAM	CS ECO4 GU SCP SP270 TF VS WA
GP298510	1/28/2017	LSCM	4I CG CX DA ETLX HG HP IS SCP TF UAC XL
GP298511	6/10/2017	LSCM	CX DA ETLX HP IS2 IS SCP SE TF WA XL
GP298512	10/21/2016	LSCM	CHM CX ECO4 GU HB SCP SP270 TF VS XL
GP298513	11/29/2016	LSCM	CHM CIB CX DA ECO4 GU HB IS SCP TF UAC WA XL
GP298514	10/24/2016	LSCM	CG GU SCP XL
GP298515	1/6/2017	LSCM	BR CX DA ECO4 GU HB IS SCP TF VS WA XD XL
GP305561	10/24/2016	LSEM	CX DA FM2 HB SCP SIL TF WCP XL
GP324676	5/9/2017	RSEM	DA SCP TF WA
GP325061	12/28/2016	LSCM	ECO4 FM1 GU HB SCP SP270 TF UAC VS WA XL
GP325062	12/21/2016	LSCM	B4 GU HP SCP SP270 TF XL
GP325941	3/11/2017	RSCM	CIE ECO4 GU HP SCP SP270 TF VS WA
GP326279	12/30/2016	RSEM	CIB CP DA SCP WA
GP326280	2/7/2017	RSEM	DA FM2 SCP TF
GP326505	12/29/2016	LSCM	CX ETLX HB SCP SE TF UAC XL
GP326506	1/18/2017	LSCM	CIE CX DA ETLX HB HP IS SCP SIL TF UAC WA XL
GP326791	2/18/2017	RSAM	CS2 DA ECO4 FM GU IS SCP SIL SP270 TF VS WA
GP326828	12/28/2016	LSCM	CX DA ETLX HB IS IS2 SCP SE TF WA XL
GP326830	1/14/2017	LSCM	CIE CX DA ETLX HB IS2 IS SCP TF UAC WA WCP XL
GP327921	1/5/2017	LSCM	CX DA ETLX HB HP IS IS2 SCP SIE TF UAC WA XL
GP331022	5/25/2017	RSAM	4I CIE CK DA ECO4 GU IS SCP SPD SP300 TF VS WA
GP331255	5/11/2017	RSAM	4I CIB CS2 GL GU RRD SCP SP270 TF VS WA
GP331292	3/21/2017	LSEM	4I CIE CX DA FM2 SCP TF UAC WCP XL
GP335870	2/1/2017	RSAM	4I DA DN ECO4 FM GU IS SCP SE SP470 TF VS WA
GP336101	3/17/2017	LSCM	CHM DA ECO4 GU HB HP IS SCP SP470 TF VS WA XL
GP337428	7/27/2017	LSCM	4I CIE CX DA ETLX HB HP IS SCP SE TF WA XL
GP337776	1/30/2018	LSCM	AM CHM ECO4 GU SCP SP470 TF VS WA XL
GP338965	12/15/2018	LSCM	CG CX ECO4 GU HB SCP SP270 TF VS WA XL
GP339452	3/10/2017	RSCM	4I ECO4 GU SCP SE SP270 TF VS WA
GP339478	3/14/2018	LSCM	4I DA ECO4 GU SCP SE SP270 TF VS WA XL
GP339677	7/13/2017	RSEM	DA SCP SE TF WA
GP340112	4/25/2018	RSCM	CIB GL SCP SE TF WA
GP340123	4/24/2017	LSCM	CHM ECO4 GU SCP VS WA XL
GP340549	2/10/2018	RSCM	DA ETLX IS SCP SE TF
GP340757	10/10/2018	LSEM	CG CIE CX DA HP SCP TF WA XL
GP341223	12/11/2017	LSCM	CG CX ECO4 GU SCP SP270 TF VS WA XL
GP341224	2/10/2017	LSAM	B4 CIE CS1 DA GU HB HP IS SCP SP470 TF VS WA XL
GP341647	1/27/2017	RSCM	GU SCP SE TF VS
GP342460	1/10/2018	LSCM	CHM CIB CX DA ETLX IS SCP TF WA XL
GP343436	2/18/2017	RSEM	CIE DA FM2 SCP SE TF WA
GP345521	6/1/2017	RSCM	DA GU IS SCP SE SP470 TF VS
GP345522	9/27/2018	RSAM	CHM CS2 ECO4 GU SCP SP270 TF VS WA
GP345523	7/18/2017	RSCM	CHM DA ECO4 GU IS SCP SP270 TF VS WA
GP345524	4/29/2017	RSCM	CG ECO4 GU HP SCP SP470 TF VS
GP346028	5/13/2017	RSAM	DA GU IS SCP SE SP270 TF VS WA
GP346029	2/27/2018	RSCM	CHM DA ECO4 GU IS SCP SP270 TF VS WA
GP346030	1/31/2019	RSCM	CG GU SCP SP270 TF VS WA
GP346031	6/16/2017	RSEM	DA SCP TF FM2
GP346570	9/1/2017	LSCM	CIE CXX DA ETLX HB IS SCP SE TF WA XL
GP346571	8/26/2017	LSCM	CHM ECO4 GU SCP SP270 TF VS WA XL
GP346572	10/19/2017	LSCM	CX ECO4 GU HB HP SCP SP470 TF VS XL
GP346770	8/1/2017	LSEM	CX DA SCP SE TF XL
GP346771	7/7/2017	LSCM	CHM CXX DA ETLX HP IS SCP TF WA XL
GP347159	11/27/2018	RSAM	CIE ECO4 GU SCP SE SP270 TF VS WA
GP347221	2/20/2017	LSCM	CIE CXX DA ETLX FM1 HB IS SCP SE TF WA XL
GP347222	6/22/2017	LSCM	CHM CXX ECO4 GU HB SCP SP270 TF VS WA XL
GP347223	4/24/2018	LSAM	CG CP1 CS1 DA ECO4 GU HB IS SCP SP270 TF VS WA XL



GP348149	1/24/2018	RSCM	ETLX HP SCP SE TF WA
GP348658	1/6/2018	RSCM	ECO4 GU SCP SE SP270 TF VS WA
GP348659	4/13/2017	RSAM	CS2 ECO4 GU SCP SIL SP270 TF VS WA
GP348660	7/12/2017	RSEM	CHM DA SCP TF WA
GP348661	4/7/2017	RSAM	CS2 ECO4 FM2 GU SCP SP470 TF VS
GP354808	3/29/2017	LSCM	CIE CXX ECO4 GU HB HP SC SE SP470 TF VS WA XL
GP354809	7/11/2018	LSCM	CHM CX ETLX HB HP SCP TF WA XL
GP355370	10/10/2017	RSAM	CHM DA ECO4 FM2 GU IS SCP SP470 TF VS WA
GP355383	4/17/2018	LSCM	4i CUS DA ECO4 GU HB IS SCP SP470 TF VS WA XL
GP355384	5/15/2018	LSCM	4I CUS DA ECO4 GU HB IS SCP SP470 TF VS WA XL
GP355385	6/16/2018	LSCM	4I CUS CIE HP XL,HB,CX SP600 EC04,GU,VS,SCP,TF,WA
GP355398	6/19/2017	LSEM	CIE DA HB SC SE TF WA XL
GP355399	8/10/2017	LSCM	CIE CXX ECO4 GU HB SC SE SP270 TF VS WA XL
GP355400	7/14/2017	LSCM	CG DA ETLX HB HP IS SCP TF WA XL
GP355401	11/28/2017	LSCM	CG DA ETLX IS SCP TF WA XL
GP359003	4/12/2018	LSEM	4I CIE CUS CX HB SCP TF UAC WA XL
GP359007	3/29/2017	LSCM	ECO4 GU HB SC SE SP TF VS WA XL
GP359008	6/8/2018	LSCM	CHM CXX DA ETLX HP IS SC TF WA XL
GP359009	8/7/2017	LSCM	CHM DA ECO4 GU IS SCP SP270 TF VS WA XL
GP359010	1/14/2019	LSCM	CHM ECO4 GU HB SCP SP270 TF VS WA XL
GP359011	9/1/2017	LSCM	AM CX ETLX SCP TF WA XL
GP359012	6/1/2017	LSCM	DA ETLX HP IS SCP TF WA XL
GP359988	5/2/2017	RSCM	4I AM GL SCP SP270 TF WA
GP360032	5/8/2017	LSCM	4I CX ETLX HB SCP TF WA XL
GP360036	6/15/2017	RSAM	CS2 ECO4 GU SCP SP270 TF VS WA
GP360544	9/16/2017	RSCM	ETLX HP SCP TF WA
GP360545	Unsold	RSCM	ECO4 GU SCP SP270 TF VS WA
GP360546	2/28/2018	RSAM	CIE CS2 ECO4 GU SCP SP470 TF VS WA
GP360550	1/3/2018	RSEM	CG DA SCP TF WA
GP362622	7/6/2018	RSCM	CHM ECO4 GU HP SCP SP470 TF VS WA
GP362623	5/27/2017	RSAM	CG CIE CS2 ECO4 GU SCP SP270 TF VS WA
GP362624	6/19/2018	RSCM	CG CIE ECO4 GU SCP SP270 TF VS WA
GP362625	1/9/2018	RSAM	CS1 ECO4 GU HP SCP SP270 TF VS WA
GP362628	4/27/2017	LSCM	CX ECO4 GU HB SCP SE SP270 TF VS WA XL
GP362629	4/17/2017	LSCM	CHM DA ETLX HP IS SCP TF WA XL
GP362630	4/27/2017	LSEM	CG CIE CX HB SCP TF WCP XL
GP362631	4/5/2017	LSEM	CIE DA FM2 HB SCP TF WA WC XL
GP362632	9/19/2018	LSCM	DA ECO4 FM1 GU HB IS SCP SP470 TF UAC VS WA XL
GP363213	7/10/2017	RSAM	CS2 GU SCP SE SP270 TF WA
GP363214	8/1/2017	RSCM	DA ECO4 GU IS SCP SE SP270 TF VS WA
GP363215	5/22/2019	RSAM	CS1 ECO4 FM GU HP SCP SE SP270 TF VS WA
GP363216	5/19/2017	RSAM	CHM CS2 ECO4 FM2 GU SCP SP470 TF VS WA
GP363217	8/29/2017	RSAM	CHM CS2 ECO4 GU SCP SP270 TF VS WA
GP363218	8/25/2017	RSAM	CHM CS GU SCP SP270 TF WA
GP363219	7/15/2017	RSCM	CG DA ECO4 GU IS SCP SP270 TF VS WA
GP363220	4/23/2018	RSCM	CG DA ETLX HP IS SCP TF WA
GP363221	5/25/2018	RSCM	CG CIE ECO4 GU SCP SP270 TF VS WA
GP363259	6/3/2017	LSCM	CIE CX ECO4 GU HB HP SCP SE SP270 TF VS WA XL
GP363260	8/10/2017	LSCM	CHM CX DA ETLX HB HP IS SCP TF WA XL
GP363261	3/24/2018	LSCM	CG CX ECO4 GU HB HP SCP SP270 TF VS WA XL
GP363262	3/13/2018	LSCM	CG DA ETLX IS SCP TF UAC XL
GP363373	6/26/2018	RSCM	DA ECO4 GU IS SCP SE SP270 TF VS WA
GP364102	4/12/2018	RSCM	GU SCP SE SP270 TF WA
GP364104	6/12/2017	LSCM	CHM CIE CX DA FM1 GU HB IS2 IS SCP SP270 TF WA XL
GP364741	8/10/2018	RSCM	CIE ECO4 GU SCP SE SP270 TF VS WA
GP364742	4/26/2017	RSAM	CS2 FM2 GU SCP SE SP270 TF WA
GP364743	6/8/2017	RSCM	CHM CIB GU SCP TF WA
GP364744	5/26/2017	RSCM	CHM ECO4 GU HP SCP SP270 TF VS WA
GP364745	2/9/2018	RSCM	CHM ECO4 GU SCP SP270 TF WA
GP364746	9/18/2017	RSCM	ECO4 GU HP SCP SP470 TF VS WA

GP364762	4/10/2019	LSAM	CHM CIE CS2 CX FM2 GU HB SCP SP600 TF UAC VS XL
GP364763	6/21/2017	LSCM	ECO4 GU HB SCP SE SP470 TF VS WA XL
GP364764	2/26/2019	LSCM	ETLX HB SCP SE TF WA XL
HP371485		Unsold LSAM	ECO4 SP470 DA IS GU VS SCP TF WA XL HB
HP376292	8/4/2018	RSAM	AM ECO4 SP470 DA IS GU VS SCP TF WA
HP376293	2/13/2018	RSAM	ECO4 SP470 GU VS SC TF WA DA IS
HP376294	8/13/2018	RSCM	CG CIE FM ECO4 WA SP270 GU VS SCP TF
HP376371	7/6/2017	LSCM	CX DA GU HP IS SCP SE SPP200 TF UAC VS WA XL
HP376372	9/30/2017	LSEM	FM SC TF WA HP XL HB CX UAC ECO1600 SP600
HP377003	8/25/2017	RSCM	4I ECO4 FM1 GU SCP SE SP470 TF VS WA
HP377078		Unsold LSCM	ECO4,SP270,GU,VS,SC,TF,WA, SE, XL
HP377079	8/15/2017	LSCM	ECO4 SP270 GU VS SC TF WA SE XL1
HP377080	10/19/2017	LSCM	AM ECO4 SP470 IS GU VS SCP TF WA DA SE XL1 HB
HP377081	2/26/2018	LSCM	ECO4 GU VS SC TF WA SIL XL2 HB CX SP600
HP377082	11/9/2017	LSCM	CIE HP ECO8 SP GU VS SC TF WA SE XL
HP377083	8/22/2018	LSCM	CX HP ECO8,SP,GU,VS,SC,TF,WA, SE,XL1
HP377084	2/14/2018	LSEM	FM2 SC TF WA XL HB CX WCP
HP377707	8/14/2017	RSCM	4I CG DA ETLX(ECO8 SP470 VS) HP IS IS2 TF WA XD
HP377712	11/16/2017	RSCM	SP470 GU VS SCP TF WA B4
HP377713	10/31/2017	RSEM	CHM FM SCP TF WA HP SC TF WA HP
HP377714	7/31/2018	RSCM	CHM FM ECO4 SP470 IS GU VS SCP TF WA DA
HP377795	10/23/2017	LSCM	4I CIE CX DA ETLX HB HP IS SCP SIL TF UAC WA XL
HP377799		Unsold LSAM	FM SE SP270 GU VS SC TF WA XL1
HP377800		Unsold LSEM	SE XL CX HB UAC WKP
HP377801	2/22/2018	LSAM	ECO4 SP470 GU VS SC TF WA SE XL1
HP377802	1/25/2018	LSAM	ECO4 SP470 GU VS SCP TF WA SE XL HB
HP377803	8/14/2017	LSEM	CX FM2 SE SCP TF WA XL1 HB
HP377804	11/9/2018	LSCM	ECO4 SP270 GU VS SC TF WA SIL XL1 HB
HP377805	2/25/2018	LSCM	SE XL HB ECO4 SP270 GU VS SCP TF WA
HP378327	6/20/2018	LSEM	SE SC TF WA XL CX HB UAC
HP378328	7/28/2017	LSCM	FM1 ECO4 SP470 GU VS SC TF WA DA IS SIL XL1 HB
HP378329	7/24/2017	LSAM	FM2 SE SP270 GU VS SC TF WA XL1
HP378330	8/5/2017	LSCM	ECO1600 SP600 GU SC TF DA IS SE FM XL
HP378331	2/15/2018	LSCM	CIE ECO4 GU VS SCP TF WA SE XL HB CX SP600
HP378332	8/1/2017	LSCM	CX DA ETLX HB HP IS SCP SIL TF WA XL
HP378333	9/25/2017	LSCM	HP ECO4 SP600 GU VS SC TF WA SE XL2 HB CX
HP378334	11/9/2017	LSCM	CX ECO4 SP470 IS GU VS SCP TF WA DA SE UAC XL HB
HP378335		Unsold LSCM	CIE CX ECO4 SP270 GU VS SCP TF WA SE XL1
HP378874	3/31/2018	LSCM	4I CIE CX DA GU HB IS SCP SE TF UAC VS WA SP600 ECO1600 XL
HP378972		Unsold RSEM	CIE SC TF
HP379502		Unsold RSAM	ECO4 SP470 DA IS GU VS SCP TF WA
HP379503	5/24/2018	RSEM	SC TF WA HP
HP379504	11/16/2018	RSCM	WH ECO8 SP GU VS SC TF WA
HP379505	4/10/2019	RSCM	AM WHI SP270 GU B4 VS SCP TF WA
HP379581	10/27/2017	LSCM	CIE HP ECO4 SP470 GU VS SC TF WA IS DA SE XL1 HB
HP380213	8/17/2017	RSAM	4I CHM CS GU SCP SP270 TF
HP380217		Unsold RSCM	ECO4 SP270 GU VS SCP TF WA
HP381650	9/14/2018	RSCM	ECO4 SP470 IS GU VS SCP TF WA DA WHI
HP381651	5/12/2018	RSEM	CIE SC TF WA
HP381652	9/27/2017	RSCM	FM HP ECO4 WA SP270GU VS SCP TF
HP381653	12/9/2017	RSCM	ECO8 SP470 GU VS SCP TF WA
HP381654	10/31/2018	RSCM	ECO8 SP470 GU VS SCP TF WA HP
HP381655	8/15/2017	RSAM	GU B4 VS-AGM SCP TF WA SP470
HP381656	1/30/2018	RSAM	ECO4 SP470 IS GU VS SCP TF WA DA
HP381739	10/12/2017	LSCM	4I CG CIE ECO8 SP370 GU VS SC TF WA
HP381740	1/30/2019	LSCM	CIE HP SE SP270 GU B4 VS SCP TF WA XL HB
HP381741	11/15/2017	LSCM	CIE CX DA FM IFP IS SE XL1
HP381742	8/4/2017	LSCM	DA ETLX IS WCP ( ECO1600 SP600 GU ) XL
HP381743	11/27/2018	LSCM	CIE CX DA ECO4 GU HP IS SCP SE SP270 TF VS WA XL HB
HP381744	8/30/2018	RSCM	ECO8 SP470 GU VS SCP TF WA XL HB

HP381745	10/26/2017	LSCM	CIE SE XL ECO16 SP600 VS HB CX DA IS SCP TF WA GU
HP381746	6/4/2018	LSCM	CIE ECO8 SP470 GU VS SC TF WA SE UAC XL HB
HP381747	9/26/2018	LSCM	HP ECO4 IS GU-LI VS-LI SCP TF WA DA SIL XL2 HB CX SP600
HP381748		Unsold	LSEM
HP381749	11/17/2017	LSEM	SE XL HB CX UAC ECO1600 SP600 SCP TF WA
HP381750	9/29/2017	LSEM	CHM CP HP XL HB CX UAC ECO16 SP600 SCP TF WA
HP381751	6/28/2018	LSCM	CX SC TF WA HP SE XL HB
HP381752	6/14/2018	LSCM	FM ECO4 IS GU VS SCP TF WA DA SE XL2 HB CX SP600
HP381753	4/24/2018	LSCM	ECO4 SP270 GU VS SCP TF WA SE XL2 HB CX SP600
HP381754	12/27/2017	LSEM	EC08 SP470 GU VS SC TF WA SE XL1
HP381755	11/8/2018	LSAM	CIG CP SCP TF WA HP XL CX HB UAC
HP382383	7/10/2018	RSEM	HP ECO4 SP470 IS GU VS SCP TF WA DA SE XL1
HP382384	4/12/2018	RSCM	SCP TF WA
HP382385		Unsold	RSAM
HP382386		Unsold	RSAM
HP383888	7/17/2018	RSEM	ECO4 GU SP270 VS SC TF WA DA HP RRD
HP383889		Unsold	RSCM
HP383890		Unsold	RSAM
HP383891	4/27/2019	RSAM	CS2 ECO4 SP470 IS GU VS SCP TF WA DA
HP383892	5/12/2018	RSCM	HP ECO4 SP470 GU VS SCP TF WA
HP383950	8/11/2017	LSCM	SCP TF WA
HP384617	10/31/2017	RSCM	HP ECO4 SP470 IS GU VS SCP TF WA DA RR
HP384618		Unsold	RSAM
HP384619	2/4/2019	RSCM	CIE WH ECO4 SP470 GU VS SCP TF WA
HP384620	6/5/2018	RSCM	HP ECO4 SP470 IS GU VS SCP TF WA DA
HP384621	1/31/2019	RSCM	DA ECO8 SP470 GU VS SCP TF WA IS
HP384711	7/29/2017	LSCM	4I AM CHM CX DA ETLX HB IS SCP TF WA XL
HP385366	8/19/2017	RSCM	ECO8 SP470 GU VS SCP TF WA
HP385370	3/30/2018	RSCM	ECO4 SP470 DA IS GU VS-LI SCP TF WA
HP385371		Unsold	RSEM
HP385372	5/21/2018	RSAM	CIE HP ECO4 SP470 GU VS SC TF WA DA
HP385373	12/8/2018	RSAM	ECO4 WA SP270 GU VS SCP TF
HP385374	6/28/2018	RSEM	SP470 IS GU-LI VS-LI SCP TF WA DA ECO4
HP385375	8/29/2017	RSCM	SIL UAC SP270 GU B4 VS SC TF WA XL HB
HP385376	11/18/2018	RSAM	4I ECO4 FM1 GU SCP SE SP470 TF VS WA
HP385377	11/24/2018	RSCM	ECO4 WA SP270 GU VS SCP TF
HP385378	12/29/2017	RSCM	AM CP SCP TF WA
HP385449	3/29/2018	LSCM	HP ECO4 SP470 GU VS SCP TF WA WHI
HP385450		Unsold	LSCM
HP385857	7/10/2017	RSCM	EC04 SP470 GU-LI VS-LI SCP TF WA
HP386547		Unsold	RSCM
HP386603	12/22/2017	LSAM	SC TF WA HP
HP386620	10/25/2017	LSCM	ECO4 SP270 GU VS SC TF WA
HP387286	10/10/2018	RSCM	CIE ECO4 SP470 DA IS GU VS SCP TF WA
HP387287		Unsold	RSCM
HP387312	8/23/2018	LSCM	WHI ECO4 WA SP270 GU VS SCP TF
HP387313	12/6/2017	LSAM	ECO4 SP470 IS GU VS SCP TF WA DA WHI
HP387326		Unsold	LSCM
HP388009	2/17/2018	RSCM	ECO4 SP470 GU VS SC TF WA DA IS SE XL HB
HP388045	3/23/2018	LSAM	DA ECO4 SP270 GU VS SCP TF WA SE XL HB
HP388121	8/2/2017	RSCM	FM1 GU SCP SIL TF WA
HP388124	7/10/2018	LSCM	4I AM CHM DA ECO4 GU IS SC SP470 TF VS WA
HP388714	10/6/2018	RSCM	4I CIC FM2 RSP SIL XL2
HP390180	7/29/2017	LSCM	DA ECO8 GU VS SC TF WA IS UAC XL HB CX SP600
HP392793	8/24/2017	RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP392828	10/25/2018	LSCM	ECO4 SP470 IS GU VS SCP TF WA DA
HP394239	9/8/2017	LSCM	CIE CX HP ECO4 SP270 GU VS SCP TF WA SE XL1 HB
HP395474		Unsold	LSCM
HP396082	10/3/2017	RSCM	AM CIG ECO4 SP600 DA IS GU VS SCP TF WA HB CX UAC
HP396083	4/7/2018	RSCM	CG CIE ECO8 SP GU VS SC TF WA XL1
			HP ECO4 SP270 GU VS SC TF WA SIL
			AM OBP XL3
			4I OBP
			4I AM CHM ETLX HB SCP TF WA XL
			HP ECO8 SP470 GU VS SCP TF WA
			B4 DA ECO4 GU HB IS SCP SIL TF VS WA XL
			CG HP IFP
			CHM CX HP ECO400 SP470 IS GU-LI VS-LI SCP TF WA DA XL HB
			4I CX HP ECO4 SP GU VS SC TF WA SIL XL1
			ECO4 IS GU VS SCP TF WA DA XL HB CX SP600
			4I ECO4 SP470 IS GU VS SCP TF WA DA SE
			4I CG DA IS ECO4 SP270 GU VS SC TF WA

HP396146	5/24/2018	LSEM	4I CIG FM SC TF WA XL HB CX UAC ECO1600 SP600
HP396147	8/31/2017	LSCM	4I CG CX DA ECO8 SP GU VS SC TF WA IS IS2 XL1
HP397515	3/5/2018	RSEM	4I CHM CIE SC TF WA HP
HP398888	2/21/2019	RSCM	HP ECO4 WA SP270 GU VS SCP TF SE
HP398889	Unsold	RSCM	CHM ECO4 WA SP270 GU VS SCP TF
HP398890	Unsold	RSEM	CIE CP SC TF WA HP
HP398927	Unsold	LSEM	CIC SE SCP TF WA XL HB CX UAC ECO16 SP600
HP398928	3/5/2018	LSCM	AM CG CIE FM UAC XL2 HB CX SP600W IFP (ECO8 GU VS TV WA SCP)
HP398929	5/18/2018	LSEM	AM CG CIE FM SCP TF WA XL2 CX HB UAC
HP399621	8/16/2018	RSAM	CIE SE SP270 GU B4 VS SCP TF WA
HP399655	3/9/2018	LSCM	CHM CX SP270 GU B4 VS SCP TF WA FM1 XL HB
HP400358	12/15/2017	LSCM	CX HP ECO4 SP270 GU-XLLI VS-LI SCP TF WA SE XL1
HP400359	Unsold	LSAM	CHM ECO4 SP470 GU VS SCP TF WA XL HB
HP400827	2/10/2018	RSCM	4I ECO4 SP470 GU VS SC TF WA DA SE IS
HP401320	7/18/2018	RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP403481	10/29/2018	LSCM	ECO8 GU VS SC TF WA XL HB CX SP600
HP407155	12/12/2017	LSCM	4I AM CX FM ECO8 SP GU VS TF WA XL HB
HP407156	6/18/2018	LSCM	4I XL HB CX HP ECO4 SP470 IS GU VS SCP TF WA DA
HP407157	Unsold	LSEM	4I CHM SC TF WA HP XL HB
HP407874	9/28/2018	LSCM	4I ECO4 SP470 IS GU VS SCP TF WA DA XL HB
HP407875	11/6/2017	LSEM	4I AM CP SC WA XL HB CX UAC ECO1600 SP600
HP409622	1/10/2019	LSCM	4I XL HB CX HP ECO8 SP470 GU VS SC TF WA
HP410331	10/25/2017	LSCM	4I CIE CX HP ECO8 SP GU VS SC TF WA IS2 IS SE UAC XL HB
HP412506	12/6/2017	LSEM	4I CIE SE SCP TF WA XL HB
HP412507	3/29/2018	LSCM	4I ECO4 SP270 GU VS SCP TF WA SE XL HB
HP412508	11/17/2017	LSCM	4I CHM FM ECO4 SP470 IS GU VS SCP TF WA DA UAC XL HB
HP510447	Unsold	RSAM	CG CIE DN FM ECO4 SP470 IS GU VS SCP TF WA DA
HP515819	Unsold	RSAM	CG CIE ECO4 SP470 IS GU VS SCP TF WA DA
HP515820	12/5/2017	RSAM	SE SP270 GU B4 VS SCP TF WA
HP516550	8/8/2018	RSCM	CIE ECO4 WA SP270 GU VS SCP TF SE
HP516551	1/26/2018	RSEM	SC TF WA
HP516552	12/19/2017	RSCM	CIE HP ECO4 WA SP270 GU VS SCP TF DN
HP519246	Unsold	RSAM	ECO4 SP470 GU VS SCP TF WA SE
HP519935	7/9/2018	RSCM	HP ECO4 WA SP270 GU VS SCP TF SE
HP521379	11/16/2018	RSCM	CG HP ECO4 WA SP270 GU VS SCP TF
HP532806	12/20/2017	RSEM	SE SCP TF WA
HP532807	11/3/2018	RSCM	CHM ECO4 WA SP270 GU-LI VS-LI SCP TF
HP533249	12/20/2017	RSAM	FM SE SP270 GU B4 VS SCP TF WA
HP537823	9/8/2018	RSCM	ECO4 SP470 IS GU VS SCP TF WA DA SE
HP537825	Unsold	LSAM	CG CIE CS2 ECO4 DA IS GU VS SCP TF WA XL HB CX UAC SP600
HP538246	7/30/2018	RSEM	CHM SCP TF WA
HP538249	5/21/2019	LSCM	CG HP ECO4 SP470 IS GU VS SCP TF WA DA XL HB
HP538926	Unsold	LSCM	WHI SP270 GU B4 VS SCP TF WA XL HB
HP539644	6/30/2018	LSCM	CG ECO4 SP470 IS GU-LI VS-LI SCP TF WA DA UAC XL HB
HP539645	7/27/2018	LSCM	CG ECO4 SP470 IS GU VS SCP TF WA DA UAC XL HB
HP539646	11/30/2018	LSEM	CIG SCP TF WA XL HB CX UAC ECO1600 SP600
HP539647	5/25/2018	LSAM	FM2 ECO4 SP470 DA IS GU VS SCP TF WA XL HB
HP540336	6/22/2018	RSCM	DA ECO8 SP470 GU VS SCP TF WA SE IS
HP540337	Unsold	RSEM	CIE SE SCP TF WA
HP540338	7/10/2018	RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP540339	9/7/2018	RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP540340	4/27/2018	RSCM	CG ECO4 SP470 IS GU VS SCP TF WA DA
HP540341	2/11/2019	RSAM	CG HP ECO4 SP470 GU VS SCP TF WA
HP540767	7/20/2018	RSCM	HP SE OBP ( ECO400 VS DA IS SCP TF WA GU SP470)
HP540768	6/30/2018	RSAM	AM FM ECO4 SP470 IS GU-LI VS-LI SCP TF WA DA
HP540769	1/23/2018	RSCM	ECO4 WA SP270 GU VS SCP TF SE
HP540770	Unsold	RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP540771	Unsold	RSCM	CG ECO4 SP470 IS GU VS SCP TF WA DA
HP541458	1/12/2019	RSCM	CG ECO4 SP470 GU VS SC TF WA DA IS
HP541852	Unsold	LSCM	CG HP ECO4 SP470 GU VS SC TF WA DA IS XL HB

HP542194	Unsold RSCM	ECO4 WA SP270 GU VS SCP TF SE
HP542195	5/21/2019 RSCM	CHM CIE ECO8 SP470 GU VS SCP TF WA
HP542196	5/21/2019 RSCM	CHM CIE ECO8 SP470 GU VS SCP TF WA
HP542470	Unsold RSCM	ECO4 SP470 IS GU VS SCP TF WA DA SE
HP543952	3/31/2018 RSCM	CHM ECO4 WA SP270 GU VS SCP TF
HP543953	Unsold RSAM	CG ECO4 SP470 IS GU VS SCP TF WA DA
HP543998	4/3/2018 LSAM	EC04 SP470 GU VS SCP TF WA XL HB
HP544114	5/29/2018 RSCM	CHM GU B4 VS SCP TF WA SP470
HP544115	8/29/2018 RSEM	CHM SC TF WA
HP544116	4/19/2018 RSEM	CG SCP TF WA
HP544817	Unsold LSAM	CG ECO4 SP470 GU VS SCP TF WA XL HB
HP554651	1/28/2019 RSCM	CG CIE ECO4 SP470 IS GU VS SCP TF WA DA
HP554652	Unsold RSCM	CG HP ECO4 SP470 IS GU VS SCP TF WA DA
HP554653	Unsold RSAM	CHM FM ECO4 SP470 IS GU VS SCP TF WA DA
HP554656	4/20/2018 LSCM	CHM CX DA ECO8 SP470 GU VS SC TF WA IS XL HB
HP554657	8/1/2018 LSAM	CHM ECO4 SP470 DA IS GU VS SCP TF WA XL HB
HP555748	5/21/2019 RSEM	CIG SCP TF WA
HP555749	5/21/2019 RSEM	CIE SE SCP TF WA
HP555750	Unsold RSCM	ECO4 WA SP270 GU VS SCP TF SE
HP555751	6/15/2018 RSCM	EC08 SP470 GU VS SCP TF WA IS SE
HP555752	Unsold RSCM	CIE SE ECO4 WA SP270 GU VS SCP TF
HP555753	Unsold RSAM	ECO4 SP470 IS GU VS SCP TF WA DA SE
HP555754	Unsold RSAM	CG ECO4 SP470 GU VS SCP TF WA
HP555755	5/21/2019 RSCM	CG ECO4 SP470 IS GU VS SCP TF WA DA
HP555756	Unsold RSEM	CG CIE SCP TF WA
HP555757	5/21/2019 RSCM	CHM CIE EC08 SP470 GU VS SCP TF WA
HP555758	10/5/2018 RSEM	CHM SC TF WA HP
HP555759	6/5/2018 RSEM	CHM SCP TF WA
HP555792	Unsold LSAM	ECO4 SP470 DA IS GU VS SCP TF WA XL HB
HP555793	3/29/2018 LSCM	CG DA ECO8 SP470 GU VS SC TF WA IS XL HB
HP555794	1/8/2019 LSAM	CG SP270 GU B4 VS SCP TF WA XL HB
HP555795	Unsold LSEM	SC TF WA HP XL HB
HP555796	6/30/2018 LSAM	CHM DA IS ECO4 SP470 GU VS SCP TF WA XL HB
HP556753	Unsold RSEM	SE SCP TF WA
HP556754	4/21/2018 RSCM	CG HP ECO4 SP470 IS GU VS SCP TF WA DA
HP557163	3/16/2018 RSCM	ECO8 DA IS WA SP470 GU VS SCP TF SE
HP557164	Unsold RSEM	CG SC TF WA HP
HP557561	2/15/2019 LSEM	CG CP SC TF WA HP XL CX HB UAC
HP557583	5/21/2018 RSCM	DA HP ECO8 SP470 GU VS SCP TF WA IS SE
HP557584	12/8/2018 RSEM	CG SC TF WA HP CIE
HP557585	Unsold RSCM	CG CIE DA ECO8 SP470 GU VS SCP TF WA IS
HP557586	Unsold RSCM	CHM CIE DA FM ECO8 SP470 GU VS SCP TF WA IS
HP557594	Unsold LSEM	CHM XL CX HB UAC CK
HP557786	Unsold RSAM	CHM ECO4 SP470 GU VS SCP TF WA
HP557793	Unsold LSEM	CHM CIE SC TF WA HP XL HB
HP557940	Unsold LSAM	CG EC04 SP470 GU VS SCP TF WA XL HB
HP558176	5/21/2019 RSEM	CIE SE SCP TF WA
HP558177	11/9/2018 RSCM	CIE HP ECO8 SP470 GU VS SCP TF WA SE
HP558178	7/17/2018 RSCM	ECO4 SP470 IS GU VS SCP TF WA DA SE
HP558179	Unsold RSCM	CHM ECO8 SP470 GU VS SCP TF WA
HP558180	8/23/2018 RSCM	CHM HP ECO4 SP470 IS GU VS SCP TF WA DA
HP558184	11/24/2018 LSAM	CG ECO4 SP470 GU VS SCP TF WA XL HB
HP558185	9/24/2018 LSAM	CG ECO4 SP470 GU VS SCP TF WA XL HB
HP558459	Unsold RSEM	CG SC TF WA HP
HP558462	5/31/2018 LSCM	CHM FM IS2 UAC ECO16 SP600 VS HB CX DA IS SCP TF WA GU XL
HP564233	10/26/2018 LSCM	AM CX ECO8 SP470 GU VS SC TF WA XL HB
HP564234	5/23/2018 LSAM	CX ECO8 SP470 GU VS SCP TF WA XL HB
HP564665	11/8/2018 LSCM	ECO4 SP470 IS GU VS SCP TF WA DA XL HB
HP566277	6/4/2018 LSCM	CIE CX HP ECO8 SP470 IS GU VS SCP TF WA DA XL HB
HP566279	Unsold LSCM	HP ECO4 SP470 IS GU VS SCP TF WA DA XL HB

HP567003	Unsold LSCM	ECO4 SP470 GU DA IS VS SCP TF WA XL HB
HP567221	4/27/2018 LSCM	FM1 XL ECO16 SP600 VS HB CX DA IS SCP TF WA GU
HP570892	5/21/2018 LSEM	CG SCP TF WA XL HB
HP571432	10/27/2018 RSCM	ECO4 HP WA SP270 GU VS SCP TF SE
HP571433	1/25/2019 RSCM	CG ECO4 WA SP270 GU VS SCP TF
HP571434	Unsold RSCM	CHM ECO4 SP470 IS GU VS SCP TF WA DA
HP571487	10/22/2018 LSEM	CIE SE SCP TF WA XL HB
HP571488	5/7/2018 LSCM	HP SE XL ECO16 SP600 VS HB CX DA IS SCP TF WA
HP572581	6/30/2018 RSCM	ECO8 SP470 GU VS SCP TF WA SE
HP572582	1/30/2019 RSCM	CG ECO4 WA SP270 GU VS SCP TF
HP572583	Unsold RSAM	CHM ECO4 SP470 GU VS SCP TF WA
HP572639	10/24/2018 LSCM	SE ECO16 SP600 VS HB CX DA IS SCP TF WA GU XL
HP572642	12/19/2018 LSAM	CG CIE ECO4 SP470 GU VS SCP TF WA XL HB
HP572643	4/13/2019 LSAM	CG ECO4 SP470 GU VS SCP TF WA XL HB
HP574433	4/4/2019 RSCM	ECO4 WA SP270 GU VS SCP TF
HP574434	10/1/2018 RSCM	ECO8 SP470 GU VS SCP TF WA SE
HP574435	11/16/2018 RSAM	ECO4 SP470 IS GU VS SCP TF WA DA SE
HP574483	Unsold LSEM	FM1 SC TF WA HP SE XL HB CX UAC ECO1600 SP600
HP574484	11/1/2018 LSCM	AM ECO4 SP270 GU VS SCP TF WA XL HB
HP575059	6/28/2018 RSCM	ECO4 WA SP270 GU VS SCP TF SE
HP575060	Unsold RSCM	ECO4 WA SP270 GU VS SCP TF SE
HP575061	1/23/2019 RSAM	CG ECO4 SP470 GU VS SCP TF WA
HP575062	4/18/2019 RSAM	CG ECO4 SP470 GU VS SCP TF WA
HP575063	12/8/2018 RSAM	CHM IS ECO4 SP470 GU VS SCP TF WA DA
HP575064	Unsold RSCM	CHM HP ECO4 SP470 IS GU VS SCP TF WA DA
HP575550	4/23/2018 LSCM	DA ECO8 SP470 GU VS SCP TF WA IS SE XL HB
HP575553	10/15/2018 LSCM	CG ECO4 SP270 GU VS SCP TF WA XL HB
HP577726	Unsold RSCM	ECO4 WA SP270 GU VS SCP TF
HP577727	Unsold RSCM	AM ECO4 SP470 IS GU VS SCP TF WA DA RRD CIE
HP577728	6/29/2018 RSAM	ECO4 SP470 GU VS SCP TF WA SE
HP577729	1/25/2019 RSCM	CG ECO4 WA SP270 GU VS SCP TF
HP577730	Unsold RSEM	CG SCP TF WA
HP577731	4/30/2019 RSCM	CG CIE ECO8 SP470 GU VS SCP TF WA
HP578442	Unsold LSAM	FM1 ECO4 SP470 DA IS GU VS SCP TF WA SE XL HB
HP578444	9/4/2018 LSEM	CG CIE CX SC TF WA HP XL HB
HP579290	Unsold RSEM	SC TF WA HP SE
HP579291	Unsold RSCM	CG ECO8 SP470 GU VS SCP TF WA
HP579292	5/24/2019 RSAM	CG ECO4 SP470 GU VS SCP TF WA
HP579329	4/14/2018 LSCM	FM1 SE UAC ECO16 SP600 VS HB CX DA IS SCP TF WA GU XL
HP579332	5/21/2019 LSCM	CIE FM1 ECO4 SP470 IS GU VS SCP TF WA DA SE XL HB
HP579333	Unsold LSCM	CG ECO4 SP470 IS DA GU VS SCP TF WA XL HB
HP579334	7/18/2018 LSCM	CG ECO4 GU IS SCP SP470 TF VS WA XL HB
HP579444	4/30/2018 LSCM	AM DA ECO8 SP470 GU VS SC TF WA IS SE XL HB
HP579566	1/9/2019 RSCM	FM1 ECO4 WA SP270 GU VS SCP TF SE
HP580025	6/8/2018 LSCM	GL XL ECO16 SP600 VS HB CX DA IS SCP TF WA GU
HP580026	8/6/2018 LSAM	ECO4 SP470 DA IS GU VS SCP TF WA XL HB FM2
JP602521	Unsold LSCM	4i CHM ECO4 GU SCP SP470 TF VS WA
JP602522	9/19/2018 LSCM	4i CG CX DA ECO16 FM1 GU HB IS CIE SCP SP600 TF VS WA
JP602974	7/28/2018 LSEM	CX HB SCP SE TF UAC WA ECO16 SP600 4i
JP602975	Unsold LSCM	4i CG ECO4 GU SCP SP270 TF VS WA
JP603618	2/20/2019 LSCM	CHM 4i ECO4 GU SCP SP270 TF VS WA
JP604037	10/26/2018 LSCM	4i DA ECO4 GU HB IS SE SCP SP470 TF VS WA
JP604038	7/30/2018 LSEM	4i CG CX CIE SCP TF UAC WA
JP604158	8/9/2018 LSEM	4i CIE CX ECO16 FM1 HB HP SC SP600 TF WA XL UAC CG
JP604585	9/5/2018 LSCM	4i CG DA ECO4 GU HB IS SCP SP470 TF VS WA
JP604586	2/23/2019 LSAM	4i DA ECO4 GU HB IS SCP SE SP470 TF VS WA
JP604587	7/19/2018 LSCM	4i CX DA ECO8 SP470 VS HB HP IS CIE SCP SE TF UAC WA
JP604834	12/17/2018 LSCM	4i CG DA IS ECO8 SP600 GU VS SCP TF WA
JP605030	7/27/2018 LSCM	4i ECO8 SP470 VS SCP SE TF WA
JP605962	8/6/2018 LSCM	4i CG DA ECO4 GU HP IS SCP SP470 TF VS WA

JP606199	Unsold LSEM	4I CG HB CIE SCP TF WA XD
JP606200	7/8/2018 LSCM	4I CX DA ECO8 GU HB IS SCP SE SP600 TF VS WA
JP606468	7/27/2018 LSCM	4I WHI ECO16 SP600 VS HB CX DA IS SCP TF WA GU
JP606469	8/4/2018 LSCM	4I CX DA ECO8 SP470 VS SCP TF WA UAC WHI IS
JP607122	11/20/2018 LSCM	4I ECO8 GU SCP SP470 TF VS WA WHI
JP607123	8/13/2018 LSEM	4I ECO16 HB UAC CX SP600 CP SCP TF WA HP CHM GU
JP607359	9/29/2018 LSEM	4i CX HB CIE SCP SE TF UAC WA
JP607769	8/23/2018 LSCM	4I CX DA ECO16 FM GU VS HB IS SC SIL SP600 UAC TF WA XL
JP607770	8/14/2018 LSCM	4i CG ECO8 GU IS LT SCP SP470 VS TF WA UAC
JP609042	10/19/2018 LSCM	4I SCP SE TF WA ECO8 SP470 VS GU
JP609043	Unsold LSCM	4I CG DA HP ECO8 SP600 GU VS SC TF WA IS HB
JP633182	Unsold RSEM	4I CG SCP TF WA
JP639290	Unsold LSAM	CIE CX DA ECO4 FM2 GU HB IS SCP SP600 TF UAC VS WA
JP646453	Unsold RSCM	DA ECO4 GU HP IS SCP SE SP270 TF VS WA
JP646454	Unsold RSAM	CS2 DA IS ECO4 GU CIE SIL SC SP270 TF VS WA
JP646519	10/28/2018 LSEM	SCP TF WA CX HB UAC SP600 ECO16 FM2
JP646520	11/20/2018 LSCM	CX DA ECO8 SP470 GU HB HP IS SIL SCP TF VS WA
JP646521	5/17/2019 LSAM	CX DA ECO4 GU HB IS SIL SCP SP470 TF VS WA-NO WARRANTY
JP646522	11/29/2018 LSEM	CG FM HB SCP TF WA CIE
JP646533	1/5/2019 LSCM	CHM CX HB DA WA TF UAC FM HP IS SCP ECO8 GU SP470 VS IS2
JP646535	5/21/2019 LSCM	DA ECO4 GU HB SCP SP470 TF IS2 VS CG HP-inter
JP648338	11/30/2018 LSAM	CX ECO4 FM GU HB SCP SP470 TF VS WA
JP648667	12/27/2018 RSCM	4i CG CIE FM1 GU VS ECO8 SP470 DA TF SCP IS2 WA
JP648668	Unsold RSEM	4I CG SCP TF WA
JP648669	5/21/2019 RSEM	4I CHM HP SCP TF WA
JP648771	3/27/2019 LSCM	4I ECO4 GU VS SCP TF WA SIL SP470
JP648772	4/24/2019 LSCM	4I ECO8 GU VS SCP TF SP470 HP WA HB DA IS
JP648773	Unsold LSCM	4I ECO4 GU SP470 CX TF SC WA VS HB
JP648819	Unsold RSCM	ETLX SC TF WA HP
JP648820	Unsold RSCM	DA ECO4 GU IS HP SC SP470 TF VS WA WHI
JP648821	Unsold RSEM	AM SIL SC TF WA
JP648822	Unsold RSAM	CIG DA ECO4 GU SC SPP200 SPR470 TF VS WA
JP648824	Unsold RSAM	CG CIE CS2 DA ECO4 GU IS SC SP270 TF VS WA
JP648825	Unsold RSCM	CHM GU DA ECO8 HP IS SC SP470 TF VS WA CIE-NO WARRANTY
JP648856	12/27/2018 RSCM	CHM 4I DA ECO8 SP470 GU VS SCP TF WA FM1 IS
JP648857	Unsold RSCM	4I DA ECO4 GU IS LT SIL SCP SP470 TF VS WA
JP648858	12/11/2018 RSCM	CHM 4I DA ECO8 GU HP IS SCP SP470 TF VS WA
JP648859	12/6/2018 RSEM	4I SCP TF WA SIL CIG FM2
JP648860	1/30/2019 RSCM	4I DA ECO4 GU IS SCP SE SP270 TF VS WA
JP648861	5/21/2019 RSEM	CHM HP 4I SCP TF WA
JP648862	2/9/2019 RSCM	4I ECO4 DA IS GU VS SP470 SCP TF WA
JP648863	1/28/2019 RSCM	4I CIE DA ECO4 GU IS WHI SCP SP470 TF VS FM
JP648865	Unsold LSCM	CX HB ECO8 GU SC SP600 TF UAC DA IS VS
JP648866	Unsold LSEM	TF SC WA ECO16 SP600 CX
JP648868	Unsold LSCM	CX ECO8 GU HB IS DA SP470 VS
JP648869	Unsold LSEM	CX HB SCP TF WA WCP
JP648870	Unsold LSCM	CX DA ECO4 GU HB IS SC SP470 TF VS
JP648871	Unsold LSAM	CX DA IS GU ECO4 TF WA SP470 CS2 HB VS SCP
JP648872	Unsold LSAM	GU SP470 WA B4
JP648873	11/8/2018 LSCM	DA ECO4 FM1 GU HB IS SC SP470 ONY UAC XL VS TF WA
JP648874	Unsold LSCM	ECO4 GU HB CIE LT SCP SE SP270 TF UAC VS WA
JP648875	Unsold LSEM	AM CHA CX HB SCP TF WA CG
JP648876	5/9/2019 LSEM	WCP SC TF WA CX HB CIE
JP648877	Unsold LSCM	ECO8 GU VS SP470 IS DA HP IS2 SC TF WA CX
JP648879	Unsold LSAM	ECO4 GU SCP SP470 TF VS WA
JP648880	Unsold LSCM	ECO4 GU VS CX HB TF SC VS WA SP470
JP648973	Unsold RSCM	DA ECO4 GU HP IS SCP SP470 TF VS WA
JP648996	1/7/2019 RSCM	4I ECO4 GU VS SCP TF WA SIL SP470
JP648997	2/9/2019 RSAM	4I CG FM2 ECO4 SP470 DA IS GU VS SCP TF WA
JP649000	Unsold RSCM	CHA 4I HP DA ECO4 GU IS SCP SP470 VS WA

JP649001	Unsold RSEM	4I CHM SC TF WA HP
JP649002	5/21/2019 RSEM	4I HP CHM SCP TF WA
JP649117	Unsold LSCM	4I CX ECO4 GU SP470 TF SC WA VS HB
JP649119	Unsold LSCM	4I CX ECO8 GU VS SP470 HB CIE SC TF WA
JP649122	Unsold LSAM	4I CS1 CX DA HP IS ECO4 GU HB CIE SC SIL SP470 TF VS WA
JP649275	5/21/2019 LSCM	CX HB TF SCP WA CG HP DA IS IS2 GU VS SP470 ECO4
JP649277	Unsold LSAM	CHM FM2 ECO4 SP470 GU VS SCP TF WA HB
JP649280	Unsold LSCM	DA GU VS ECO16 SP600 HB HP IS SC SE UAC
JP649284	Unsold LSEM	CP HB CIE TF SCP WA ECO16 SP600 CG CX
JP649285	Unsold LSAM	AM CX DA IS ECO4 GU HB SP470 SC TF VS WA
JP649298	Unsold RSCM	SIL HP WA DA TF SC IS GU VS SP470 ECO4
JP649300	Unsold RSCM	ECO4 GU SP470 VS SC TF WA
JP649302	12/14/2018 RSCM	ECO4 SP470 VS GU IS SCP TF DA WA AM
JP649304	Unsold RSCM	DA ECO8 GU VS SP470 HP IS IS2 SC TF WA-NO WARRANTY
JP649319	Unsold LSAM	DA ECO4 GU HB IS LT SCP SE SP470 TF VS WA
JP649320	Unsold LSAM	CS2 CX DA ECO4 GU HB IS SCP VS SP470 TF WA
JP649321	4/20/2019 LSCM	ECO4 VS GU IS SP470 SCP TF DA WA CIE
JP649322	Unsold LSCM	GU VS ECO1600 SP600 HB HP CX TF SCP IS DA WAR WC
JP649379	Unsold LSEM	AM CIE CX HB SCP TF WA CG
JP649380	12/21/2018 LSCM	SIL CX ECO4 SP470 GU VS SCP TF HB IS DA
JP649381	1/12/2019 LSCM	DA HP IS IS2 SC SIL TF WA ECO8 GU SP470 VS
JP649383	Unsold LSCM	CX DA Eco8 GU SP470 VS HB IS SCP SE TF WA
JP649384	Unsold LSAM	DA ECO4 GU SIL SCP SP470 TF VS WA
JP649385	2/5/2019 LSCM	SP470 TF ECO4 GU IS SCP VS HB CX DA
D5725681	9/24/2015 RSAM	CH CS GL LX SC SF SL TF WA
E5867536	3/25/2015 RSTM	AS CC ET LX OM SC TF WA
E5899253	10/28/2014 RSAM	CS GL LX SC SF SL SP TF WA
F5990364	11/13/2015 RSTM	ET FM2 LX OM SC TF
FP130526	9/3/2015 RSCM	ET LX SC SL TF WA



## Schedule 1.1(uuu) – Security Interests to be Vested

## PPSA Registrations

File Number	Registration Number	Secured Party	Collateral Class
<b>Debtor: Roadtrek Motorhomes Inc.</b>			
708712542	20150805 1435 1530 4678	De Lage Landen Financial Services Canada Inc.	E, A, O, MV
706972599	20150610 1039 8077 3816	RCAP Leasing Inc.	E, A, O
<b>Debtor: Erwin Hymer Group North America Inc.</b>			
749233863	20190320 1044 1529 8374	Tandet Nationalease Ltd	E, MV
748569303	20190225 1944 1531 0912	Tandet Nationalease Ltd.	E, MV
748569231	20190225 1944 1531 0905	Tandet Nationalease Ltd.	E, MV
748569222	20190225 1944 1531 0904	Tandet Nationalease Ltd.	E, MV
748569213	20190225 1944 1531 0903	Tandet Nationalease Ltd.	E, MV
748569204	20190225 1944 1531 0902	Tandet Nationalease Ltd.	E, MV
748569195	20190225 1944 1531 0901	Tandet Nationalease Ltd.	E, MV
748569186	20190225 1944 1531 0900	Tandet Nationalease Ltd.	E, MV
748569177	20190225 1944 1531 0899	Tandet Nationalease Ltd.	E, MV
748569168	20190225 1944 1531 0898	Tandet Nationalease Ltd.	E, MV
748454562	20190220 1233 1590 0351	Mercedes-Benz Financial Services USA LLC	I, E, O
748370925	20190215 1048 1793 0195 (as amended by 20190411 1056 1793 2391)	C.F. Maier Systems Inc	CG, I, E, A, O
748211193	20190208 1041 1590 9673	Corner Flag LLC	I, E, A, O, MV
748039833	20190201 1149 1590 9141	RS Finishing Systems Inc.	I, E, A
748017297	20190131 1756 1590 9110 (as amended by 20190204 1250 1590 9260)	Erwin Hymer Group SE	I, E, A, O, MV
736092288	20180131 1036 1529 4973	Royal Bank Of Canada	CG, O, MV
723214692	20161207 1557 1624 2485	Scherer Leasing Inc	CG, E, MV
672326406	20110819 1451 1530 1422 (as amended by 20110824 1453 1530 5098 and 20160308 1950 1531 3309)	Mercedes-Benz Financial Services	I, E, A, O, MV
668180466	20110309 1945 1531 8304 (as amended by 20160308	Mercedes-Benz Financial Services Canada Corporation,	I, E, A, O, MV

667755387	1950 1531 3308)  20110217 1138 1793 6123 (as renewed by 20151222 1445 1530 6069, and 20160211 1405 1462 2758; as amended by 20160211 1405 1462 2759, 20160226 1643 1793 1572, 20160229 0808 1793 1581, and 20170216 1524 1793 1929; as assigned by 20190128 1321 1590 8770 and 20190401 1125 1590 3321)	Mercedes-Benz Financial Services and Daimler Truck Financial          Erwin Hymer Group SE	I, E, A
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## Schedule 2.1(a)(i) - RV Inventory

<b>Finished Goods</b>			
<b>VIN last 8</b>	<b>Chassis Type</b>	<b>Sales Model</b>	<b>Unit Status</b>
K1144638	Chevrolet	Roadtrek 210 Popular	FG
JP648820	Mercedes	Roadtrek CS Adventurous	FG
JP642901	Mercedes	Roadtrek SS Agile	FG
JP642902	Mercedes	Roadtrek SS Agile	FG
JP645390	Mercedes	Roadtrek SS Agile	FG
JP648415	Mercedes	Roadtrek SS Agile	FG
JP648438	Mercedes	Roadtrek SS Agile	FG
JP648877	Mercedes	Roadtrek XL CS Adventurous	FG
JP649117	Mercedes	Roadtrek XL CS Adventurous	FG
JP649119	Mercedes	Roadtrek XL CS Adventurous	FG
JP649280	Mercedes	Roadtrek XL CS Adventurous	FG
JP649383	Mercedes	Roadtrek XL CS Adventurous	FG
JP648866	Mercedes	Roadtrek XL E-TREK	FG
JP648871	Mercedes	Roadtrek XL RS Adventurous	FG
JP648872	Mercedes	Roadtrek XL RS Adventurous	FG
JP649122	Mercedes	Roadtrek XL RS Adventurous	FG
JP649277	Mercedes	Roadtrek XL RS Adventurous	FG
JP649319	Mercedes	Roadtrek XL RS Adventurous	FG
JP649320	Mercedes	Roadtrek XL RS Adventurous	FG
JE152986	Promaster	Roadtrek Simplicity	FG
JE153003	Promaster	Roadtrek Simplicity	FG
KE517509	Promaster	Roadtrek Simplicity	FG
JE144099	Promaster	Roadtrek Simplicity SRT	FG
JE144113	Promaster	Roadtrek Simplicity SRT	FG
JE151065	Promaster	Roadtrek Simplicity SRT	FG
FE511284	Promaster	Roadtrek Zion	FG
JE150915	Promaster	Roadtrek Zion	FG
JE152309	Promaster	Roadtrek Zion	FG
JE152988	Promaster	Roadtrek Zion	FG
JE153001	Promaster	Roadtrek Zion	FG
JE153806	Promaster	Roadtrek Zion	FG
KE516262	Promaster	Roadtrek Zion	FG
KE516270	Promaster	Roadtrek Zion	FG
JE150913	Promaster	Roadtrek Zion	FG
JE121092	Promaster	Roadtrek Zion SRT	FG
JE134537	Promaster	Roadtrek Zion SRT	FG
JE137631	Promaster	Roadtrek Zion SRT	FG
JE141465	Promaster	Roadtrek Zion SRT	FG
JE149703	Promaster	Roadtrek Zion SRT	FG
KE516071	Promaster	Roadtrek Zion SRT	FG
JE144190	Promaster	Roadtrek Zion SRT	FG
<b>Work in Progress</b>			
<b>VIN last 8</b>	<b>Chassis Type</b>	<b>Sales Model</b>	<b>Unit Status</b>
F1236656	Chevrolet	Roadtrek 190 Popular	WIP

J1313569	Chevrolet	Roadtrek 190 Popular	WIP
J1313997	Chevrolet	Roadtrek 190 Popular	WIP
K1145612	Chevrolet	Roadtrek 190 Popular	WIP
J1315892	Chevrolet	Roadtrek 210 Popular	WIP
J1344263	Chevrolet	Roadtrek 210 Popular	WIP
J1344295	Chevrolet	Roadtrek 210 Popular	WIP
JKB00852	Ford	Roadtrek Haven	WIP
JP648823	Mercedes	Roadtrek E-TREK	WIP
JP649301	Mercedes	Roadtrek RS Adventurous	WIP
JP639118	Mercedes	Roadtrek SS Agile	WIP
JP639385	Mercedes	Roadtrek SS Agile	WIP
JP639386	Mercedes	Roadtrek SS Agile	WIP
JP648344	Mercedes	Roadtrek SS Agile	WIP
JP648416	Mercedes	Roadtrek SS Agile	WIP
E5855093	Mercedes	Roadtrek TS Adventurous	WIP
F5953130	Mercedes	Roadtrek XL CS Adventurous	WIP
GP175899	Mercedes	Roadtrek XL CS Adventurous	WIP
JP648867	Mercedes	Roadtrek XL CS Adventurous	WIP
JP648770	Mercedes	Roadtrek XL E-TREK	WIP
JP648878	Mercedes	Roadtrek XL E-TREK	WIP
JP646119	Mercedes	Roadtrek XL RS Adventurous	WIP
EE117772	Promaster	Roadtrek Zion	WIP
KE518349	Promaster	Roadtrek Zion	WIP
JE149705	Promaster	Roadtrek Zion SRT	WIP

### Research & Development

VIN last 8	Chassis Type	Sales Model	Unit Status
FKB23128	Ford	Roadtrek Haven	R&D
JKA75767	Ford	Roadtrek Haven	R&D
JKB25944	Ford	Roadtrek Haven	R&D
F5951085	Mercedes	Roadtrek CS Adventurous (Autonomous Vehicle)	R&D
JE140135	Promaster	To be determined	R&D
JE121144	Promaster	Roadtrek Zion SRT	R&D

### Raw Chassis

VIN last 8	Chassis Type	Unit Status
JKB25937	Ford	Raw Chassis
JKB25949	Ford	Raw Chassis
JKB25961	Ford	Raw Chassis
JKB25938	Ford	Raw Chassis
JKB25940	Ford	Raw Chassis
JKB25943	Ford	Raw Chassis
JKB25945	Ford	Raw Chassis
JKB25946	Ford	Raw Chassis
JKB25947	Ford	Raw Chassis
JKB25948	Ford	Raw Chassis
JKB25950	Ford	Raw Chassis
JKB25952	Ford	Raw Chassis
JKB25953	Ford	Raw Chassis

JKB25956	Ford		Raw Chassis
JKB25957	Ford		Raw Chassis
JKB25958	Ford		Raw Chassis
JKB25960	Ford		Raw Chassis
GP323366	Mercedes		Raw Chassis
JE121167	Promaster		Raw Chassis
JE133912	Promaster		Raw Chassis
JE141509	Promaster		Raw Chassis
JE143883	Promaster		Raw Chassis
JE143887	Promaster		Raw Chassis

## Schedule 2.1(b) - Fixed Assets and Equipment

Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
SAW-0103	EQ103	Band Saw	Akurst	Plant 5	SR600	M350
ROUT-0107	EQ107	Inverted Router	C.R. Onsrud	Plant 3	E3025	9330850
BAND-0110	EQ110	Edge Bander	Brandt	Plant 3	OPTIMAT KD 82	BV1920392
LATH-0117	EQ117	Steel Lathe	Colchester	Plant 1	STUDENT 1800	?
PRES-0118	EQ118	Drill Press	Delta	Plant 3	70-200C	R9625
GRIN-0127	EQ127	Wood Grinder	Challenger	Plant 1	HNF362	?
ROUT-0129	EQ129	Inverted Router	C.R. Onsrud	Plant 3	E3025	30961217
IRON-0131	EQ131	Iron Worker	The Cleveland Steel Tool Co.	Plant 1	CST 30 TON	1433003
LIFT-0150	EQ150	Vacuum Assist Lift	Anver	Plant 4	VPFLA-30-AIR	
LIFT-0151	EQ151	Vacuum Assist Lift	Schmalz	Plant 1	750-E	20312839-10
FOLI-0158	EQ158	Forklift	Komatsu	Plant 1	FQ-25T-12	
FOLI-0160	EQ160	Forklift	Komatsu	Plant 5	FR15S-1A	FR15S-1A-02032
FOLI-0161	EQ161	Forklift	Hyundai	Plant 5	25LC-7A	HHKHHC88VC0000393
HOIS-0169	EQ169	Hydraulic Hoist	Hydra Lift	Plant 4	.	12991620
HOIS-0176	EQ176	Hydraulic Hoist	Rotary	Plant 4	SM14L-001	KGM07G0002
	EQ188	Rivets	Henrob	Plant 1	.	.
SAW-0193	EQ193	Saw Band	King	Plant 1	KC-914h	14L0048
PRES-0194	EQ194	Break Press Htd.	LVD	Plant 1	PPS 80/25	120785
SAW-0197	EQ197	Chop Saw	Bailegh	Plant 1	AS-350M	A14081432
VAFO-0201	EQ201	Shuman Vac Former	Shuman	Plant 5	DXH	1474
HOIS-0206	EQ206	Hydraulic Hoist	Rotary	Plant 4	SM14N101BYBL	KVM16E0003
SAW-0207	EQ207	Cold Cut Saw	Dake	Plant 1	974315-24 j	1380164
SAW-0208	EQ208	Table Saw	Saw Stop	Plant 3	.	
FOLI-0210	EQ210	Lift Truck	Raymond	Plant 3	540-opc30jt	540-07-a04208
FOLI-0211	EQ211	Lift Truck	Raymond	Plant 3	et-r35tt	et-10-ft20157
FOLI-0212	EQ212	Lift Truck	Raymond	Plant 4	550-opc30tt	550-11-a1c988
SAW-0215	EQ215	Cold Cut Saw	Soco	Plant 1	MC 350 FA-DR	1112MC2350D053
GRIN-0218	EQ218	Plastic Grinder	Rotogran	Plant 5	.	
SRUB-0222	EQ222	Scrubber	Tennant	Plant 3	T7	T7-10852027
SRUB-0225	EQ225	Floor Scrubber Rider	Tennant	Plant 4	T16	T16-27285
LIFT-0226	EQ226	Scissor Lift	SkyJack	Plant 3	SJ3220	60001810
SABL-0237	EQ237	Sandblasting Cabinet	Canbuilt Blast	Plant 1	ECAB5.DB 13	MS.32B1.0198
JACK-0238	EQ238	1/2 ton Hydraulic jack	Blackhawk	Plant 4	ATO73096	SS160704060
JACK-0239	EQ239	10 Ton Service Jack	Canbuilt	Plant 4	BH6011	
SAW-0240	EQ240	Table Saw	SawStop	Plant 3	ICS53600	I162801414
SAW-0243	EQ243	Cut Off Saw	DeWalt	Plant 3	DW713	301846
SAND-0246	EQ246	Belt Sander	Kalamazoo	Plant 3	S612	3170221
HYTA-0265	EQ265	Hydraulic Lift Table	Econo Lift	Plant 4	.	
HYTA-0267	EQ267	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
HYTA-0268	EQ268	Hydraulic Lift Table	Econo Lift	Plant 4	.	
HYTA-0269	EQ269	Hydraulic Lift Table	Econo Lift	Plant 4	.	
HYTA-0270	EQ270	Hydraulic Lift Table	Econo Lift	Plant 3	.	
HYTA-0271	EQ271	Hydraulic Lift Table	Econo Lift	Plant 3	.	
SAW-0272	EQ272	Band Saw	Baxter Verticut	Plant 3	115-C	6516
SAW-0273	EQ273	Band Saw	Baxter Verticut	Plant 3	280-S	6540
SAW-0276	EQ276	Band Saw	Palmgren	Plant 3	9683115	1701025
VANT-0277	EQ277	Van Tugger	Westco Industrial	Plant 1	ESPL-80-2424	161797
ROUT-0279	EQ279	Table Router	DeWalt-Steel City Table	Plant 1	.	
HOIS-0280	EQ280	Hydraulic Hoist	Rotary	Plant 3	CR14N100BYBL	OPC1710010
HOIS-0281	EQ281	Hydraulic Hoist	Rotary	Plant 4	CR14N100BYBL	OPC1710009
HOIS-0282	EQ282	Hydraulic Hoist	Rotary	Plant 4	CR14N100BYBL	OPC1710007
HYTA-0285	EQ285	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
HYTA-0286	EQ286	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
BAND-0291	EQ291	Edge Bander	Vector Revolution 180	Plant 3	Revolution 180	170559
SAW-0293	EQ293	Mitre Saw	DeWalt	Plant 3	DW713	358135
WAJE-0294	EQ294	Waterjet	Maxiem	Plant 3	1530 Maxiem	400912
DUCO-0295	EQ295	Dust Collector	Steel City	Plant 3	80-210 S3	178000030
DRYE-0297	EQ297	Dryer	Frulair	Plant 4	ACT350ES-UE	17R012031
DRYE-0298	EQ298	Dryer	Frulair	Plant 4	ACT350ES-UE	17R02506
COMP-0299	EQ299	Compressor	Quincy	Plant 4	QGV-60	UTY305150
COMP-0300	EQ300	Compressor	Quincy	Plant 4	QGV-50	UTY305254
MILL-0302	EQ302	Vertical Mill	First Long Chang	Plant 3	L01-1/2V5	60933817
CRAN-0306	EQ306	A-Frame Crane	Kito Corp	Plant 4	Wallace Crane	M871-215-15AC
CRAN-0307	EQ307	A-Frame Crane	Kito Corp	Plant 4	Wallace Crane	M871-215-15AC
FOLI-0309	EQ309	Towmotor	Heli	Plant 3	CPD25	050251K6115
FOLI-0310	EQ310	Electric Pump Truck	Raymond	Plant 3	102T-F45L	102-06-06813
HYTA-0312	EQ312	Hydraulic lift table	Bishamon Lift 2K	Plant 3	I2K-3648	171239
HYTA-0313	EQ313	Hydraulic lift table	Bishamon Lift 2K	Plant 3	I2K-3648	180134
HYTA-0314	EQ314	Hydraulic lift table	Bishamon Lift 2K	Plant 4	I2K-3648	1804330
HYTA-0315	EQ315	Hydraulic lift table	Bishamon Lift 2K	Plant 4	I2K-3648	1804331
CNC-0316	EQ316	CNC 3 Axis	Komo	Plant 3	Fusion XL 612	01306-17
CNC-0317	EQ317	CNC 3 Axis	Komo	Plant 3	Fusion XL 612	01307-17
TABL-0318	EQ318	Down Draft Table	Pyradia	Plant 3	3636DT	2007-04-21799-1
WELD-0319	EQ319	Tig welder	Lincoln	Plant 3	275 Precision	U1170907142
WELD-0320	EQ320	Mig welder	Lincoln	Plant 3	256 Power Mig	M3170909828
CRIM-0321	EQ321	Crimper	Schleuniger	Plant 3	UniCrimp 100	001712-2017
CUTT-0340	EQ340	Plasma Cutter	Esab	Plant 1	.	J416136
SAND-0343	EQ343	Edge Sander	Steel City	Plant 3	50-340	16500053
HYTA-0369	EQ369	Hydraulic lift table	Bishamon Lift 2K	Plant 4	I2K-3648	

Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
HYTA-0372	EQ372	Hydraulic Lift Table	Bishamon Lift 2K	Plant 3	I2K-3648	
FOLI-01374	EQ374	Forklift	Heli	Plant 1	CPYD25C-M2H	19893-05
DUCO-0375	EQ375	Dust Collector	NR Murphy	Plant 3	05-17-J170476	
VAFO-0376	EQ376	Vacuum Former	Maac	Plant 5	C128S-L	4295
HOIS-0378	EQ378	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0011
HOIS-0379	EQ379	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0010
HOIS-0380	EQ380	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0004
HOIS-0381	EQ381	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0008
GRIN-0382	EQ382	Grinder Surface	Chevalier	Plant 3	FSG-618M	FA3185015
PUMP-0383	EQ383	Pump	Spaltech Industrial	Plant 5	D-3418-5X	18-04-0005
CHIL-0384	EQ384	Chiller	Temperature Corp.	Plant 5	ACP-15DZV-SP	0318-2344
PUMP-0385	EQ385	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API64652
PUMP-0386	EQ386	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API64642
PUMP-0387	EQ387	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API851268
HYTA-0388	EQ388	Hydraulic Lift table	Bishamon	Plant 3	I2K-3648	
HYTA-0389	EQ389	Hydraulic Lift table	Bishamon	Plant 3	I2K-3648	
SAW-0391	EQ391	Bandsaw	Steel City	Plant 3	20-400S1	17200049
EYEW-0392	EQ392	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
EYEW-0393	EQ393	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
EYEW-0394	EQ394	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
CRAN-0395	EQ395	A-Frame Crane	Kito Corp	Plant 4	M871-215-15SC	
LIFT-0396	EQ396	Battery Lift	Lift o Flex	Plant 3	20000	20000-130703
SAW-0397	EQ397	Chop Saw	DeWalt	Plant 4	DW713	424616
DEFI-0398	EQ398	AED Defibrillator	Lifepak CR*Plus	Plant 4	.	46573888
DEFI-0399	EQ399	AED Defibrillator	Lifepak CR*Plus	Plant 4	.	46573897
FOLI-0400	EQ400	Forklift	Raymond	Plant 4	311-5-R40TT	301F 90 14954
FOLI-0401	EQ401	Forklift	Manitou	Plant 4	M1-25-G	14185
FOLI-0402	EQ402	Forklift	Heli	Plant 4	CPYD3C-M1H	230301N8074
FOLI-0403	EQ403	Forklift	Raymond	Plant 4	EASIR40TT	EZ-A-01-19022
HYTA-0408	EQ408	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809306
HYTA-0409	EQ409	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809307
HYTA-0410	EQ410	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809309
HYTA-0411	EQ411	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809305
HYTA-0412	EQ412	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809310
HYTA-0413	EQ413	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809311
HYTA-0414	EQ414	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809312
HYTA-0415	EQ415	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809313
HYTA-0416	EQ416	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809303
HYTA-0417	EQ417	Hydraulic lift table	Optimist Lift 2K	Plant 4	I2K-3648	1809307
PRES-0419	EQ419	Door Hinge Drill Press	Hettich	Plant 3	BLUE MAX MINI	225208801H0013
SAW-0421	EQ421	Bandsaw	Cantek	Plant 3	HB-600R	13862
DUCO-0427	EQ427	Dust Collector	Steel City	Plant 5	80-210S3	17800012
HOIS-0428	EQ428	Hydraulic Hoist	Rotary	Plant 4	CR14N201BYBL	0A218F0008
WABU-0433	EQ433	Water Buffalo	Erwin Hymer Group	Plant 4	.	
WABU-0434	EQ434	Water Buffalo	Erwin Hymer Group	Plant 4	.	
PRES-0435	EQ435	Drill Press	Steel City	Plant 4	40-130S1	18400156
SAW-0436	EQ436	Chop Saw	Rigid	Plant 4	R41422	KF17503D0525668
GRIN-0438	EQ438	Bench Grinder		Plant 4	8712127	17060298
LIFT-0439	EQ439	Vacuum Lift		Plant 4	VPFL-4-20-AIR-L	S0180012034
FOLI-0443	EQ443	Forklift	Heli	Plant 4	CRYD25C-M2H	230251S7417
SAW-0445	EQ445	Table Saw	Sawstop	Plant 5	ICS53600	I183702235
SNOB-0447	EQ447	Snowblower	Toro	Plant 1	37799	404423589
LIFT-0448	EQ448	Mobile scissor style Lift Cart	Presto	Plant 1	XBP36-10	V59337-1/1281707-1
LIFT-0449	EQ449	Mobile scissor style Lift Cart	Presto	Plant 1	WBP36-15	V62496-2/1298480-1
TABL-0451	EQ451	Lift Table	Lift 2K	Plant 3	I2K-3648	1810435
TABL-0452	EQ452	Lift Table	Lift 2K	Plant 3	I2K-3648	1810431
TABL-0453	EQ453	Lift Table	Lift 2K	Plant 3	I2K-3648	1810432
TABL-0454	EQ454	Lift Table	Lift 2K	Plant 3	I2K-3648	1810433
TABL-0455	EQ455	Lift Table	Lift 2K	Plant 3	I2K-3648	1810434
TABL-0456	EQ456	Lift Table	Lift 2K	Plant 3	I2K-3648	1810430
FOLI-0457	EQ457	Forklift	Doosan	Plant 4	BR20SP-7	FRAOK-1960-00138
HOIS-0458	EQ458	Hydraulic Hoist	Hydra Lift	Plant 4	CR14N201Y	OPY18G0014
HOIS-0459	EQ459	Hydraulic Hoist	Rotary	Plant 4	CR14N201Y	OPY18G0015
ROUT-0460	EQ460	Table Router	Dewalt	Plant 3	Dewalt	8374
SAW-0461	EQ461	Band Saw	STEEL CITY	Plant 3	20-400S1	18200082
LIFT-0462	EQ462	Scissor Lift	SkyJack	Plant 4	SJ1114626	700039445
PUMP-0472	EQ472	Vacuum Pump Komo	Quincy	Plant 3	QSV-40	UN74144
FOLI-01617	PL1617	Forklift	Heli	Plant 1	CPYD25-RC3G	230251S1579
	EQ474	Defibrillator	Lifepak CR*Plus	Plant 5		46573930
	EQ475	Defibrillator	Lifepak CR*Plus	Plant 5		46573881
	EQ479	Water Buffalo		Plant 3		
	EQ480	Wire Stripper	Schleuniger	Plant 3	Unistrip2300	8867
	EQ481	Bending Brake	Ruper Whitney	Plant 3	UH16	1414-1-93
	EQ482	Hydraulic Press 12 ton		Plant 1		8150930
	EQ483	Rotary Tumbler		Plant 1	C40PRO	
	EQ484	Rivit Machine	Yoshikawa	Plant 1	US-15050-2	302703
	EQ485	Foot Shear	Grizzly Industrial	Plant 1		100417
	EQ493	Plasma Cutter	Esab	Plant 1		J720100
	EQ497	Fume Exhaust	Nederman	Plant 1	12624045	04100-00
	EQ498	Fume Exhaust	Nederman	Plant 1	12653563SP	16261-00






Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
	EQ499	Down Draft Table	Pyradia Belfab	Plant 1	3672 DT	2002 01 22 8034
	EQ500	Power Washer		Plant 1	330	0604Z039
	EQ501	Freon Charger	CPS Products Inc.	Plant 1	FX3030	FX3030-18080358
	EQ502	Battery Lift		Plant 1	GLA-BR	395627
	EQ503	Electrical Lift	Wesco	Plant 1	PCBFL-76-25	169963
	EQ504	Cardboard Compactor		Plant 4		37G814469881
	EQ505	Garbage Compactor		Plant 4		37A022Y698H2
	EQ506	Bench Grinder 6"	Titan	Plant 4		55683 SM




**Schedule 2.1(d)****Real Property Lease**

The Single Tenant Industrial Lease – (Net) between Gateway Business Campus Limited Partnership, by its General Partner, Gateway Business Campus GP Inc., as landlord, and Erwin Hymer Group North America, Inc., as tenant, dated November 20, 2017 in respect of the premises municipally known as 20 Tyler Street, Cambridge, Ontario.

## Schedule 2.1(e) – e nds

Trade Mark Name	Designated Territory	Registration Number	Representation
ROADTREK (Wort-/Bildmarke)	EM		
ROADTREK (Wort-/Bildmarke)	CH	690206	
Badge Design (Bildmarke)	CA	TMA690985	
COACH CONNECT	CA	TM935828	//A
HOME & PARK	CA	TMA328685	//A
ROADTREK	CA	TMA257083	//A
ROADTREK (Wort-/Bildmarke)	CA	TMA904986	
ROADTREK (Wort-/Bildmarke)	JP	5711391	
THE FUEL EFFICIENT MOTORHOME YOU'LL LOVE TO DRIVE!	CA	TMA723531	//A
THE MOTOR HOME THAT DRIVES LIKE AN SUV.	CA	TMA626028	//A
COACH CONNECT	US	5121701	//A
ROADTREK	US	1443030	//A

ROADTREK (Wort- /Bildmarke)	US	4887569	
THE FUEL EFFICIENT MOTORHOME YOU'LL LOVE TO DRIVE!	US	3618009	/A
ECOTREK TECHNOLOGY BY ROADTREK (Wort- /Bildmark)	US	88/177,976	<b>ECOTREK</b>
HOME & PARK	US	1444035	/A

## Schedule 2.1(f) - Information Technology Asset Listing

<b>Hardware</b>			
<b>Type</b>	<b>Vendor/ Product</b>	<b>Description</b>	<b>Quantity</b>
Hardware	APC	RACK UPS's	3
Hardware	APC	Server rack	2
Hardware	APC	Server rack	2
Hardware	Apple	MAC Laptops	5
Hardware	Apple	MAC Desktops	4
Hardware	Avanti	Card Swipe controllers	4
Hardware	Avanti	Card Swipe controllers	2
Hardware	Avanti	Card Swipe controllers	2
Hardware	Axis	Paging Speaker Horns	13
Hardware	Axis	Paging Speaker Horns	5
Hardware	Barracuda	Roadtrek.com Email anti-spam	1
Hardware	Epson	Projectors	3
Hardware	Fortinet	Wi-Fi devices	18
Hardware	Fortinet	Firewall	2
Hardware	HP	Data backup Tapes (or copies)	160
Hardware	HP	Windows Desktops	8
Hardware	HP	Windows Laptops	25
Hardware	HP	Windows Desktops	55
Hardware	HP	Windows Thin Clients	65
Hardware	HP	24" Screens	230
Hardware	HP	Floor Copiers / Scanner / Printers	5
Hardware	HP	Desktop Copiers / Printers	9
Hardware	HP	Printer Supplies (Cartridges/Kits)	TBD
Hardware	HP	Servers / Hosts	4
Hardware	HP / DELL	Windows High Perf Desktops	10
Hardware	HP Aruba	Networking Switches	10
Hardware	HP Aruba	Networking Switches	4
Hardware	IBM	Storage Unit with Discs	1
Hardware	IBM	Integrated KVM	1
Hardware	iCom	Walkie-Talkie	30
Hardware	InFocus	90" Screen Whiteboard / Screen / Video Conference	1
Hardware	InFocus	50" Screen Whiteboard / Screen / Video Conference	2
Hardware	Lenovo	Hosting Servers	3
Hardware	NEC	Phone Conference Bridge	1
Hardware	Panasonic	PBX	1
Hardware	Panasonic	Voicemail system	1
Hardware	Panasonic	Deskphones	20

Hardware	Panasonic	Wireless Access points	18
Hardware	Panasonic	Desk Phones (PBX connected)	110
Hardware	Panasonic	Mobile Phones (PBX connected)	30
Hardware	QNAP	Storage unit w Discs	3
Hardware	QNAP	Storage	3
Hardware	QUANTUM	Data Backup Tape Drive	1
Hardware	various	Docking stations	30
Hardware	Various	Barcode Scanners	10
Hardware	Various	Barcode Printers	3
Hardware	Various	3D Printers	2
Hardware	Various	Label Makers	4
Hardware	Various	50" Screens	10
Hardware	Various	Cell Phones	10

**Schedule 2.1(i) - Fixed Asset Vehicles Listing**

VIN	Car Plate	Vehicle Info
J8DE5B16657900923	AA21571	2005 GMC W55 WHI
2AYNF8JV8H3S13093	AP16591	2017 HINO HIN WHI
3C6URVJGXHE529952	AV44291	2017 RAM RPR BGE
1FTEW1EF1HFC22904	AW99321	2017 FORD BLK
2T1BU4EE5DC036254	BRFP646	2013 TOYT CBS GRY
2T1BU4EEXDC032829	BTSK056	2013 TOYT CBS SIL
3VW1K7AJ6EM329656	BVXL008	2014 VOLK BLK RED
ST1BU4EE1AC265381	BYLJ987	2010 TOYT CBL GRY
3VW167AJ1GM377928	BZMZ709	2016 VOLK JES GRY
3VW167AJ0GM381453	BZMZ710	2016 VOLK RED
WMWLU5C57H2C46131	CACR176	2017 MINI BLU
3VW167AJ1HM200748	CDVT661	2017 VOLK JES WHI
3VW167AJ5HM346683	CDVT663	2017 VOLK JES WHI
1FT8W3DTXGEB37841 (Truck VIN), Trailer no VIN	Shari and Lyle Edelman Truck and Trailer	2016 Ford F350 Lariat Truck, Trailer
1GNSKCKCXFR271090	BWPB308	2015 CHEV KTA BLK

**Schedule 7.13**

**Transition Services Agreement**

(Attached)

**THIS TRANSITION SERVICES AND OCCUPATION AGREEMENT** is made as of ●, 2019

**BETWEEN:**

**ALVAREZ AND MARSAL CANADA INC.**, in its capacity as Court-appointed receiver and manager over all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Company**”), and not in its personal or corporate capacity (the “**Receiver**”)

- and -

**RT ACQUISITION CORP.**, a corporation governed by the laws of Ontario, (“**RT Acquisition**”)

**RECITALS:**

- A. The Receiver was appointed as receiver and manager over all of the assets, undertakings and properties of the Company pursuant to and in accordance with the terms of the Appointment Order issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019 (Court File No: CV-19-614593-00CL) (the “**Appointment Order**”), which included the power to sell all the Company’s right, title and interest in and to all assets, undertakings and properties owned or used or held for use by the Company in connection with the Business (collectively, the “**Property**”).
- B. On March 27, 2019, the Court granted an Order (the “**Sale Process Order**”) which, among other things, approved *nunc pro tunc* a sale process to identify one or more purchasers of all of the Property, or any portion thereof, as a going concern or otherwise (the “**Sale Process**”).
- C. Pursuant to the Sale Process and the Sale Process Order, the Receiver, RT Acquisition and VDL Participation SAS, as guarantor entered into an Asset Purchase Agreement dated as of ●, 2019 (as amended, restated, supplemented or modified from time to time, the “**Purchase Agreement**”) pursuant to which RT Acquisition agreed to purchase from the Receiver, free and clear of all Encumbrances other than Permitted Encumbrances, certain of the Property used by the Company in connection with the portion of the Business related to the manufacturing, distribution and advertising of the “Roadtrek” style and branded motorhome models in Canada and the United States and otherwise constituting the Purchased Assets (collectively, the “**Acquired Business**”), and agreed to assume from the Receiver the Assumed Liabilities, subject to the terms and conditions of the Purchase Agreement.
- D. In connection with the consummation of the transactions contemplated by the Purchase Agreement, the Receiver and RT Acquisition (collectively, the “**Parties**” and each, individually, a “**Party**”) desire to enter into an agreement pursuant to which the Receiver

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and RT Acquisition will provide certain services to the other Party on a transitional basis following the Closing Date.

- E. The Company, as tenant, and 25 Reuter Drive Inc. (the “**Reuter Landlord**”), as landlord, are parties to a lease dated November 21, 2016 (as amended, restated, supplemented or modified from time to time, the “**Reuter Lease**”, a copy of which is attached hereto as Schedule “A”) for the premises municipally known as 25 Reuter Drive, Cambridge, Ontario (the “**Reuter Premises**”).
- F. RT Acquisition has requested, and the Receiver has agreed, to share occupancy of the Reuter Premises during the License Period (as defined below) to facilitate a transition of the Acquired Business to RT Acquisition following the Closing Date, on the terms and conditions set out herein.

**THEREFORE**, IN CONSIDERATION of the foregoing and the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties represent, warrant, covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

### 1.1 Definitions

Whenever used in this Agreement, words used but not defined herein shall have the meanings ascribed in the Purchase Agreement, and the following words and terms have the following meanings:

“**Additional Service**” has the meaning set out in Section 2.6.

“**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose.

“**Agreement**” means this agreement, including all schedules and all amendments or restatements as permitted, and references to “Article” or “Section” mean the specified Article or Section of this Agreement.

“**Bankruptcy Proceedings**” means any bankruptcy proceedings in respect of the Company under the BIA.

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“**Fee**” has the meaning set out in Section 2.11.

“**Invoice**” has the meaning set out in Section 2.12.

“**License**” has the meaning set out in Section 3.1.

“**License Period**” has the meaning set out in Section 3.1.

“**Recipient Party**” means the Party receiving the Services from the Servicing Party pursuant to this Agreement.

“**Services**” means the services, functions and tasks of either Party (in its capacity as Servicing Party) in the Services Schedule.

“**Services Schedule**” means the schedule attached as Schedule “B”, as amended from time to time in accordance with Sections 2.5 and 2.6.

“**Service Period**” means, with respect to any Service, the period commencing on the Closing Date and ending on the earliest of (a) the date of discharge of the Receiver pursuant to an Order of the Court in the Receivership Proceedings, (b) the termination of such Service in accordance with Article 4 or (c) the termination of this Agreement.

“**Servicing Party**” means the Party providing the Services to the Recipient Party pursuant to this Agreement.

“**Transaction Documents**” has the meaning set out in Section 1.3.

“**Trustee in Bankruptcy**” means any trustee in bankruptcy in respect of the Company appointed in any Bankruptcy Proceedings.

## 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

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- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, or without affecting its application to other Parties or circumstances.

### 1.3 Entire Agreement; Conflict

This Agreement, the Purchase Agreement, the Confidentiality Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, the Purchase Agreement and the Confidentiality Agreement (all collectively referred to herein as the “**Transaction Documents**”) constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in the Transaction Documents and any further document required to be delivered pursuant to the Transaction Documents. Notwithstanding the foregoing, this Agreement is being executed and delivered pursuant to the terms and conditions of the Purchase Agreement. In the event of any inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of this Agreement shall control.

## ARTICLE 2 PERFORMANCE OF SERVICES

### 2.1 Services Provided

Except as otherwise provided herein, for the duration of the applicable Service Period of each Service, the Servicing Party shall perform such Service for the Recipient Party. The Servicing Party shall provide, or cause to be provided, Services (i) in accordance with Applicable Law as set forth in Section 2.3, and (ii) in accordance with any specifications set forth in the Services Schedule for a particular Service.

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## 2.2 Limitations on the Services

- (a) RT Acquisition and its Affiliates may use the Services only in connection with the continued use of the Purchased Assets in the Acquired Business and the Receiver (and any Trustee in Bankruptcy) may use the Services only in connection with the administration of the Receivership Proceedings and, if applicable, the Bankruptcy Proceedings. No Party will gain, by virtue of this Agreement, any rights of ownership, use of or security interest in any Intellectual Property rights owned by the other Party (or in the case of the Receiver, owned by the Company).
- (b) The Servicing Party shall not be obligated, unless otherwise agreed pursuant to Section 2.5, to: (i) hire any additional contractors, service providers or employees or maintain the employment of any specific contractor, service provider, or employee; (ii) purchase, lease or license any additional assets; (iii) create or supply any documentation or information not currently existing or readily available; (iv) enter into additional contracts with any third party or change the scope of current agreements with any such third parties; or (v) modify any existing systems or equipment.
- (c) Notwithstanding anything herein to the contrary, no Servicing Party shall be required to provide any Service to the extent the performance of such Service becomes impracticable as a result of a cause or causes outside the control of such Servicing Party.

## 2.3 Compliance with Law

Notwithstanding anything herein to the contrary, neither Party shall be responsible for providing any Service, or part thereof, if and to the extent providing such Service would violate Applicable Law or any third-party rights; provided that, upon the request and at the sole cost and expense of the Recipient Party, the Servicing Party shall use commercially reasonable efforts to modify the applicable Service or obtain the necessary permissions so that such Service may be provided in compliance with Applicable Law or any such third-party rights, as applicable.

## 2.4 Access

RT Acquisition shall provide the Receiver, its employees and agents, and at the direction of the Receiver, any lessor or purchaser of the Excluded Assets, as applicable, access to the Cambridge Facility to facilitate the prompt return of any Excluded Assets to the Receiver or to such other Persons as the Receiver may direct, provided all efforts are made by the Receiver for any such access not to interfere with any of RT Acquisition's efforts to transport any of the Purchased Assets to the Cambridge Facility.

## 2.5 Changes in Services

Each Party will have the right, upon written notice, to request reasonable changes and/or modifications in the manner in which a Service is performed by the other Party (e.g., frequency, schedule, delivery methods). Each Party agrees that it will not unreasonably withhold its consent to any such requests for reasonable changes and/or modifications. To the extent the Parties

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mutually agree on the scope and applicable terms of any such changes and/or modifications, the Servicing Party will implement such reasonable changes and/or modifications as agreed (and if the implementation timeline is not explicitly agreed, each Party shall use commercially reasonable efforts to implement such changes and/or modifications in a timely manner). Any such changes or modifications that would increase the costs to the Receiver to provide affected Services will be subject to additional compensation being paid by RT Acquisition to the Receiver in an amount as shall compensate the Receiver for such reasonable additional out-of-pocket costs.

## **2.6 Additional Services**

During the term of this Agreement, the Recipient Party may request the Servicing Party to perform, or cause to be performed, a service that is not included in the Services Schedule and that is reasonably related to assisting the transition of the Acquired Business or the administration of the Receivership Proceedings or the Bankruptcy Proceedings (an “**Additional Service**”) by delivering to the other Servicing Party a written communication requesting such Additional Service. The Parties will discuss in good faith any such request and if, following such good faith discussions, the Parties mutually agree that such Additional Service should be provided, the Parties shall amend the Services Schedule by the addition of such specification based on agreed terms, and such Additional Service shall thereupon be a Service for all purposes hereunder.

## **2.7 Cooperation**

The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services; provided, however, that this Section 2.7 shall not be construed as limiting a Party’s rights under this Agreement, and, for the avoidance of doubt, shall not obligate a Party to agree to changes to the Services. The Parties acknowledge and agree that the Servicing Party’s performance of the Services is subject, in part, to the cooperation of the Recipient Party and the timely performance of actions by the Recipient Party necessary to allow the Servicing Party to perform the Services. The Parties agree that any failure or delay of the Recipient Party to satisfy the foregoing obligations shall not give rise to a breach of the Servicing Party’s obligations hereunder.

## **2.8 Financial Responsibility for Personnel**

All employees and representatives providing Services shall be under the direction of the Servicing Party, which shall have the sole right to exercise all authority with respect to such employees and representatives. In no event shall such employees or representatives be deemed to be employees or agents of Recipient Party. The Servicing Party shall be solely responsible for the payment of all personnel-related costs and expenses of its employees performing the Services, including, wages, compensation, travel-related and other reasonable business-related expenses, payroll and employment taxes, workers’ compensation coverage, disability, life and group health insurance and other fringe benefits, and social security and pension benefits. The Servicing Party will indemnify the Recipient Party against any liability for premiums, contributions or taxes payable under workers’ compensation, unemployment compensation, disability benefit, old age benefit, or tax withholding for which the Recipient Party may be

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adjudged liable as an employer with respect to any personnel of Servicing Party who perform the Services.

## 2.9 Subcontractors

The Servicing Party may in its discretion use any subcontractor to perform all or any part of any Service on prior written notice to the Recipient Party; provided that each Party shall be responsible for the actions of its subcontractors in the performance of the Services; and provided further that, unless otherwise agreed upon by the Parties in writing, the expense of utilizing such subcontractor in the performance of the Services shall be borne by the Servicing Party.

## 2.10 Relationship of Parties

Each Party (including its employees) shall act solely as an independent contractor of the other Party. Neither Party nor its representatives are an employee, officer, agent, partner, business representative, or legal representative of, or joint venturer with, the other Party. Neither Party has authority to assume any obligation on behalf of the other Party and neither Party shall hold out to third parties that it has any authority to do so or take any action that might mislead or confuse third parties in this regard. Nothing in this Agreement shall be construed to give any Party the power or authority to act for, bind or commit any other Party.

## 2.11 Compensation

The aggregate fee for each Service (the “**Fee**”), exclusive of any applicable taxes, is set forth opposite such Service in the Service Schedules. The Recipient Party shall be liable for and shall pay to the Servicing Party all applicable goods and services tax in respect of the Services. If the Parties agree, the Parties may set-off Fees owing to each other under this Agreement.

## 2.12 Invoices

The Servicing Party shall issue to the Recipient Party a monthly invoice for all Fees (each, an “**Invoice**”) accrued during the month within ten (10) days after the end of the monthly period to which the Invoice applies. The Recipient Party shall pay to the Servicing Party the full amount of Fees set forth in the Invoice by wire transfer of immediately available funds to the bank account designated by the Servicing Party (or by such other means as the Parties may agree in writing) within ten (10) days of receipt of the applicable Invoice.

## ARTICLE 3 OCCUPATION OF REUTER PREMISES

### 3.1 Occupation

In order to permit RT Acquisition to use the Purchased Assets and to carry on the Acquired Business, the Receiver grants to RT Acquisition a license (the “**License**”) to occupy the Reuter Premises for a period (the “**License Period**”) commencing on the Closing Date and ending on the earliest of:

- (a) August 31, 2019 (unless such date is extended on terms acceptable to the Receiver and RT Acquisition, acting reasonably);

- (b) the time the License is terminated in respect of the Reuter Lease in accordance with Section 3.4; and
- (c) the termination of this Agreement.

### 3.2 Responsibilities of RT Acquisition

- (a) Subject to Section 3.2(b), RT Acquisition shall be required to pay forty percent (40%) of any and all actual rent, expenses, occupation costs and other amounts relating to the Reuter Premises which the Company or the Receiver are obligated to pay pursuant to and in accordance with the Reuter Lease, including, without limitation, per diem Minimum Rent and Additional Rent (each as defined in the Reuter Lease) and all costs, expenses, utilities, realty taxes and common expenses, that accrue during or that relate to the License Period and that are otherwise payable by the Receiver or the Company, as applicable, in connection with the occupation of the Reuter Premises by the Receiver and expressly exclude any and all insurance costs maintained by the Receiver in connection with the Reuter Premises (RT Acquisition's portion of the foregoing amounts in accordance with this Section being referred to herein as the "**Occupation Costs**").
- (b) If the Receiver consents to an extension of the License Period beyond August 31, 2019 in accordance with Section 3.1(a), RT Acquisition shall be required to pay one hundred percent (100%) of any and all rent, expenses, occupation costs and other amounts relating to the Reuter Premises which the Company or the Receiver are obligated to pay pursuant to and in accordance with the Reuter Lease, including, without limitation, per diem Minimum Rent and Additional Rent and all costs, expenses, utilities, realty taxes and common expenses, that accrue during or that relate to the License Period from and after September 1, 2019 and that are otherwise payable by the Receiver or the Company, as applicable, in connection with the occupation of the Reuter Premises by the Receiver, and the term "Occupation Costs" in this Agreement shall be deemed to be amended accordingly.
- (c) The payment percentages referred to in Section 3.2(a) shall be pro rated and all payments based thereon shall be calculated based on the actual number of days in such period..

### 3.3 Compensation

- (a) No later than ten (10) days prior to the projected Closing Date, the Receiver shall issue to RT Acquisition a statement of the estimated Occupation Costs in respect of the Reuter Lease for the period from the projected Closing Date to the end of that calendar month (such period being the "**Initial Stub Period**"), and a statement of estimated Occupation Costs for the following month if the projected Closing Date is less than fourteen (14) days before the first day of the following calendar month (the "**Following Calendar Month**"). RT Acquisition shall pay to the Receiver, to be held in trust by the Receiver until successful completion of the Closing, by banker's draft payable to the Receiver and delivered to the Receiver's

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office or by wire transfer directly to the Receiver's banking institution, the amount set out in such statements within ten (10) days after receipt thereof such that the Receiver is in receipt of the estimated amount of the Occupation Costs for the Initial Stub Period, and if applicable, the Following Calendar Month, prior to the Closing Date.

- (b) The Receiver shall issue to RT Acquisition a statement of the estimated Occupation Costs in respect of the Reuter Lease for each calendar month after successful completion of the Closing, at least fourteen (14) days before the first day of such calendar month. RT Acquisition shall pay to the Receiver by banker's draft payable to the Receiver and delivered to the Receiver's office or by wire transfer directly to the Receiver's banking institution, the amount set out in such statement within fourteen (14) days after receipt thereof, such that the Receiver shall be in receipt of the amount of the Occupation Costs for a given calendar month prior to the first day of each such calendar month. Estimated Occupation Costs shall be reconciled against the actual Occupation Costs within forty-five (45) days after the end of the License Period for the Reuter Lease.
- (c) In the event that the actual Occupation Costs payable in respect of the Reuter Lease are greater than the amount paid by RT Acquisition in accordance with this Agreement, RT Acquisition shall pay the difference to the Receiver within fifteen (15) Business Days of the reconciliation being completed by banker's draft payable to the Receiver and delivered to the Receiver's office or by wire transfer directly to the Receiver's banking institution. In the event that the actual Occupation Costs payable in respect of the Reuter Lease are less than the amount paid by RT Acquisition in accordance with this Agreement, the Receiver shall reimburse the difference to RT Acquisition within fifteen (15) Business Days of the reconciliation being completed by banker's draft payable to RT Acquisition and delivered to the RT Acquisition's office or by wire transfer directly to RT Acquisition's banking institution. For purposes of the reconciliation, the amount of property taxes and other additional rents that are or may be payable with respect to the Reuter Lease shall be based on the parties' actual knowledge at the time of performing the reconciliation.

### **3.4 Use of the Reuter Premises**

- (a) During the License Period, RT Acquisition shall comply with each of the provisions of the Reuter Lease, not do or omit to do any act in or around the Reuter Premises which would knowingly cause a breach of the Company's obligations under the Reuter Lease and comply with the requirements of all laws, by-laws, regulations, ordinances and orders that affect the occupation, condition, maintenance or use of the Reuter Premises and shall not assign, sublet or otherwise permit any other person to occupy or use the Reuter Premises.
- (b) RT Acquisition acknowledges the Receiver's obligations under paragraph 7 of the Appointment Order and shall not remove any fixtures forming part of the Purchased Assets from the Reuter Premises without prior written notice to each of the Receiver and the Reuter Landlord at least seven (7) days prior to the date of

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intended removal; provided that if the Reuter Landlord disputes the Receiver or RT Acquisition's entitlement to remove any such fixture, such fixture shall remain on the Reuter Premises and shall be dealt with in accordance with paragraph 7 of the Appointment Order.

- (c) Notwithstanding anything herein to the contrary, the Receiver shall use commercially reasonable efforts to assist RT Acquisition with the de-installation and the removal of the Purchased Assets from the Company's leased premises, including the Reuter Premises, and relocation thereof and hereby confirms that it has sought and received consent from the landlord of the Reuter Premises to the de-installation and removal of the Purchased Assets therein, including, without limitation, the Dust Silo Installation. For greater certainty, the Receiver shall not be responsible for any out-of-pocket expenses or costs associated with the de-installation, removal, relocation and/or re-installation of the Purchased Assets and RT Acquisition hereby agrees to indemnify and hold the Receiver harmless from and against any and all such out-of-pocket expenses or costs.

### 3.5 Indemnity

RT Acquisition hereby indemnifies and saves harmless the Receiver and the Company, as applicable, together with their respective employees, agents, directors, officers, servants and invitees from and against any and all claims, actions, causes of action, losses, liabilities, debts, demands, costs (including reasonable legal costs on a full indemnity basis) and expenses suffered or incurred by the Receiver and the Company, as applicable, and their respective employees, agents, directors, officers, servants and invitees in connection with, or arising from: (a) RT Acquisition's failure to comply with this Agreement, or the Reuter Lease during the applicable License Period; (b) the carrying on of business by RT Acquisition from the Reuter Premises; (c) RT Acquisition's operation, occupation and/or use of the Reuter Premises; (d) any removal of any of the Purchased Assets from the Reuter Premises or any of the Company's other leased premises (the "**Other Premises**") by or on behalf of RT Acquisition, including, without limitation, all of the acts and omissions relating to such removal of such Purchased Assets from the Reuter Premises or the Other Premises during the License Period by RT Acquisition, its employees, servants, agents and invitees; and (e) relating to injury or property damage suffered by third parties, the Receiver and/or the Company arising from the use or occupation of the Reuter Premises by RT Acquisition and those for whom it is responsible at law.

### 3.6 Access

Each Party agrees that the other Parties and each of their respective employees, servants and agents, as applicable, shall have full access to the Reuter Premises during the License Period, including, with respect to the Receiver, for the purpose of allowing the Receiver to fulfill its statutory duties or Court-ordered duties as Court-appointed receiver of the Company.

### 3.7 Reuter Lease

All of the terms of the Reuter Lease are incorporated, *mutatis mutandis*, into and applied to this Agreement with each reference to the Reuter Landlord in the Reuter Lease being deemed to include both the Reuter Landlord and the Company and with each reference therein to the

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Tenant being deemed to mean RT Acquisition provided that if any term of this Agreement is inconsistent with any term of the Reuter Lease, the term of this Agreement shall prevail and wherever, in the Reuter Lease, a covenant is made by the Reuter Landlord in favour of the Company thereunder, such covenant shall not, except as otherwise provided herein, be a covenant made by the Reuter Landlord and/or the Company or the Receiver in favour of RT Acquisition. If RT Acquisition fails to perform any of its obligations herein, the Receiver shall have all of the remedies against RT Acquisition which the Landlord has under the Reuter Lease for a breach thereof.

### **3.8 No Registration**

RT Acquisition agrees that this Agreement and any notice of it cannot be registered against title to the Reuter Premises.

## **ARTICLE 4 TERM AND TERMINATION**

### **4.1 Term**

- (a) This Agreement shall become effective as of the Closing upon the satisfaction of the conditions precedent set out in Section 5.3. Subject to its prior termination with respect to any Service in accordance with Section 4.2, this Agreement shall be in effect with respect to each Service until (and shall terminate with respect thereto upon) the end of the Service Period. Subject to its prior termination in accordance with Section 4.3, this Agreement shall be in effect with respect to the Licence until the end of the License Period.
- (b) The Parties acknowledge the transitional nature of the Services. Accordingly, each Party agrees to cooperate in good faith with the other Party, and to use commercially reasonable efforts, to effectuate the transition of each Service to the Recipient Party or termination of each Service, as applicable, as promptly as reasonably practicable, but in no event later than the end of the Service Period. Each Party agrees to use commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done all things, necessary, proper or advisable to consummate and make effective such transition or termination of Services in accordance with this Agreement.
- (c) Notwithstanding anything herein to the contrary, the Parties may terminate this Agreement by mutual written agreement at any time.

### **4.2 Termination of Services**

A Party shall have the right at any time during the Service Period to (i) terminate the receipt of any individual Service (or portion thereof) or (ii) reduce any of the Services, in each case, immediately upon giving written notice to the other Party.

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### 4.3 Termination of License

- (a) The License to occupy and/or use the Reuter Premises under this Agreement may be terminated by the Receiver at any time without recourse by RT Acquisition in the event that RT Acquisition, in any material respect, defaults under, or fails to comply in any material respect with, this Agreement and such default or failure to comply remains unremedied for ten (10) days following notice of such default or failure being provided by the Receiver to RT Acquisition.
- (b) Upon the termination of the License, RT Acquisition shall immediately vacate the Reuter Premises. Such termination shall be without prejudice to and shall not affect any rights and remedies of the Receiver as against RT Acquisition arising from or relating to any default under this Agreement. Notwithstanding any temporal limit in the indemnity provided in Section 3.4(c) and the obligations to maintain insurance in Section 5.3, in the event of termination pursuant to this Section 4.3, the indemnity provided in Section 3.4(c) and the obligations to maintain insurance under Section 5.3 will extend from the date of such termination to the date that RT Acquisition vacate the Reuter Premises. For greater certainty, the Receiver and RT Acquisition acknowledges and agrees that the failure by RT Acquisition to pay Occupation Costs, or any part thereof, in accordance with Section 3.3 hereof shall be deemed to be a material default for the purposes of Section 4.3(a).
- (c) RT Acquisition acknowledges and agrees that they have no greater interest in the Reuter Premises than the Company under the Reuter Lease and that, if the Reuter Lease is terminated for any reason whatsoever, the License shall thereupon terminate forthwith.

### 4.4 Effect of Termination

This Section 4.4, Article 1, Section 2.8, Section 2.11, Section 2.12, Section 3.2, Section 3.3, Section 3.4(c) and Article 5 shall survive any termination of this Agreement at or after the Closing. Termination of this Agreement (either as a whole or with respect to any Service or the License) for any reason by any Party shall not relieve the Parties of any obligation which accrued prior to such termination.

### 4.5 Delivery of Information Related to Service

For each Service, in connection with the expiration or termination of the Service Period, if requested by a Party, the other Party shall deliver to the requesting Party or its designee, as soon as reasonably practicable, all information received, stored or created for the benefit of the other Party during the Service Period to which the other Party is entitled pursuant to the Purchase Agreement, in electronic and/or hard copy form as may be reasonably requested by the requesting Party.

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#### **4.6 Waiver of Consequential Damages**

In no event shall either Party have any liability under any provision of this Agreement for consequential, special, incidental, indirect or punitive damages, lost profits or similar items relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint or concurrent negligence, strict liability, criminal liability or other fault. Each Party acknowledges (for itself, and in respect of RT Acquisition, on behalf of its Affiliates) that the Services to be provided hereunder are subject to, and that their remedies under this Agreement are limited by, the applicable provisions of this Article 4 and Section 5.1, including the limitations on representations and warranties with respect to the Services.

#### **4.7 Limitation of Liability**

To the maximum extent permitted by Applicable Law, and other than for losses arising out of any act of fraud, intentional misrepresentation or willful misconduct, each Party's aggregate liability to the other Party and its Affiliates under or in connection with the Services provided under this Agreement in no event shall exceed the total fees and charges actually received by such Party or its Affiliates under this Agreement in consideration of the Services provided by such Party or its Affiliates.

### **ARTICLE 5 MISCELLANEOUS**

#### **5.1 Disclaimer**

THE SERVICES, AND ALL OTHER FACILITIES, EQUIPMENT AND SERVICES PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED BY RT ACQUISITION AND THE RECEIVER ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, SUFFICIENCY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **5.2 Disputes**

The Parties will work together, acting reasonably, to resolve disagreements related to any disputed Fees or Occupation Costs. In the event that an issue or dispute relating to this Agreement arises between the Parties that cannot be resolved to the mutual satisfaction of the Parties within 30 days, the Receiver may seek advice and directions from the Court.

#### **5.3 Insurance**

- (a) RT Acquisition shall arrange insurance for the License Period to comply with the insurance provisions of the Reuter Lease and shall show the Receiver as additional insured in such policies. Notwithstanding anything to the contrary contained in the Reuter Lease, RT Acquisition shall maintain all risks insurance

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and public liability insurance underwritten by a nationally recognized insurance company in respect of the Reuter Premises in such amounts and with such deductibles as a prudent tenant of similar premises would maintain.

- (b) RT Acquisition shall maintain for the duration of this Agreement appropriate insurance coverage underwritten by a nationally recognized insurance company in respect of damage or loss to the property of the Company or the Receiver, and damage to the Other Leased Premises, in each case arising out of or relating to the removal of any of the Purchased Assets from the Reuter Premises or Other Leased Premises by or on behalf of RT Acquisition, in such policies in such amounts and with such deductibles as a prudent person would maintain, and shall show the Receiver as additional insured.

#### **5.4 Conditions Precedent**

This Agreement is subject to the conditions that:

- (a) the Court shall have issued the Approval and Vesting Order approving the Purchase Agreement, the Transaction and this Agreement, which condition is for the mutual benefit of each of the parties and may only be waived, in whole or in part, by agreement of the parties to this Agreement; and
- (b) RT Acquisition shall have paid the estimated Buyer Occupation Costs for the Initial Stub Period and the Following Calendar Month, if applicable, in respect of the Reuter Lease to the Receiver, which condition is for the exclusive benefit of and may only be waived, in whole or in part, by the Receiver in its sole discretion.

#### **5.5 Notices**

All notices, requests and other communications given or made pursuant hereto shall be in writing in accordance with the notice provisions set out in the Purchase Agreement.

#### **5.6 Amendment**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound.

#### **5.7 Assignment**

No Party may assign this Agreement or any of the benefits, rights or obligations under this Agreement without the prior written consent of the other Party; provided that the License provided for herein is personal to RT Acquisition and cannot be assigned.

#### **5.8 Enurement**

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any trustee in bankruptcy of any Party) and permitted assigns.

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**5.9 Execution and Delivery**

This Agreement may be executed by the Parties in counterparts and the counterparts may be executed and delivered by electronic means, with all counterparts together constituting one agreement.

**5.10 No Waiver**

No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder; and the waiver, omission or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement, on any future occasion.

**5.11 Fulfillment of Obligations**

Any obligation of either Party to the other Party under this Agreement, which obligation is performed, satisfied or fulfilled completely by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS OF WHICH the Parties have duly executed this Agreement, effective as of the date first written above.

**ALVAREZ AND MARSAL CANADA INC., in its capacity as Court-appointed receiver and manager over all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc., and not in its personal or corporate capacity**

By: \_\_\_\_\_  
Name:  
Title:

**RT ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Marc Mercier  
Title: Director

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**SCHEDULE "A"**  
**REUTER LEASE**  
(Attached)

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## SCHEDULE "B"

## SERVICES SCHEDULE

RT Acquisition Services

#	Service	Service Fee
1	<u>Taxes</u> : Assistance from RT Acquisition's employees to enable Receiver to respond to inquiries received from CRA, to prepare and file any necessary tax returns and to analyze, interpret, reconcile and negotiate in connection therewith, including finalizing any tax audits and finalizing any pending refunds. Provision of information to Company's auditor, at Receiver's request, to facilitate the foregoing.	No Fee for the Services provided within the first sixty (60) days after the Closing Date. Thereafter, a Fee shall be charged based on RT Acquisition's employee time spent providing Services at a rate of \$█ per hour, subject to an agreed upon estimate of overall hours to complete the Services.
2	<u>HR Services</u> : Support necessary to assist with Receiver's human resource obligations pertaining to the Employees of the Company and the Temporary Employees, including obligations related to the transfer or winding up of benefit plans and the production of tax related documentation for pre-Closing periods (e.g. T-4 forms, Record of Employment).	No fee for the Services provided within the first sixty (60) days after the Closing Date. Thereafter, a Fee shall be charged based on RT Acquisition's employee time spent providing Services at a rate of \$█ per hour, subject to an agreed upon estimate of overall hours to complete the Services.
	<u>Accounts Receivable</u> : Provide assistance to Receiver in (i) collecting accounts receivable of the Acquired Business in respect of the pre-Closing period; and (ii) remittance to Receiver of any funds received by RT Acquisition or its Affiliates that are the property of the Receiver or the Company ( <i>i.e.</i> , Excluded Assets under the Purchase Agreement), to such account(s) as the Receiver may direct.	No Fee.
4	<u>Facility Access</u> : Access to Receiver, its employees and agents, and at the direction of the Receiver, any lessors or purchasers of Excluded Assets, to remove Excluded Assets from the Cambridge Facility.	No Fee.
5	<u>Asset Removal</u> : Assistance to Receiver in connection with removal of Excluded Assets from the Cambridge Facility.	● [NTD: Receiver and RT Acquisition to discuss]
6	<u>Access to Books and Records</u> : Assistance from RT Acquisition's' employees to enable Receiver to access books and records included in the Purchased Assets as required by the Receiver for the purposes set forth in Section 7.2 of the Purchase Agreement.	No fee for the Services provided within the first sixty (60) days after the Closing Date. Thereafter, a Fee shall be charged based on RT Acquisition's

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employee time spent providing Services at a rate of \$■ per hour, subject to an agreed upon estimate of overall hours to complete the Services.

### Receiver Services

#	Service	Service Fee
1	<u>Accounts Receivable</u> : Assistance to RT Acquisition in remittance to RT Acquisition of any funds received by Receiver that constitute Purchased Assets under the Purchase Agreement to such account(s) as RT Acquisition may direct.	No Fee
2	<u>Permits</u> : Assistance to RT Acquisition as needed, on a commercially reasonable basis, in connection with the transfer of any necessary licenses, permits or approvals to RT Acquisition's post-Closing relating to the Acquired Business or the Purchased Assets.	No Fee
3	<u>Facility Access</u> : Access to RT Acquisition, its employees and agents to remove Purchased Assets from Company's premises.	No Fee.
4	<u>Asset Removal</u> : Assistance to RT Acquisition in connection with relocation of Purchased Assets from Company's premises to the Cambridge Facility or as RT Acquisition may direct.	● [NTD: Receiver and RT Acquisition to discuss]

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# TAB G

**APPENDIX "G"**

**La Mesa Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE is made as of June 6, 2019.

**BETWEEN:**

**ALVAREZ & MARSAL CANADA INC., solely in its capacity as Court-Appointed Receiver of ERWIN HYMER GROUP NORTH AMERICA, INC. and not in its personal capacity**

(“Receiver”)

- and -

**LA MESA R.V. CENTER, INC.**

(“Purchaser”)

**WHEREAS:**

- A. On February 15, 2019, pursuant to an order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Receiver was appointed as receiver and manager of the assets, property and undertakings of Erwin Hymer Group North America, Inc. (the “**Company**”).
- B. The Receiver wishes to sell and the Purchaser wishes to purchase certain of the Company’s vehicle inventory.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale. Upon and subject to the terms and conditions of this Bill of Sale, on the Initial Closing Date, and thereafter on each Tranche Closing Date, the Receiver shall sell, transfer, convey, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, pursuant to the Approval and Vesting Order, and the Purchaser shall purchase: (i) all of the Receiver’s, if any, and the Company’s, right, title and interest in and to the vehicle inventory set out on Schedule “A” hereto (the “**Vehicle Inventory**”), in accordance with the Vehicle Inventory tranches set out on Schedule “A” (each, a “**Vehicle Inventory Tranche**”), and (ii) all title documentation associated with such Vehicle Inventory (which title documentation, collectively with such Vehicle Inventory, shall constitute the “**Purchased Assets**”).
2. Deposit. On the date of execution of this Bill of Sale, a US\$ [REDACTED] deposit (the “**Deposit**”) shall be delivered to the Receiver by wire transfer, which Deposit shall be held by the Receiver in trust until the Initial Closing Date on the terms set out herein.
3. Purchase Price. The aggregate purchase price payable to the Receiver for the Purchased Assets shall be the sum of US\$ [REDACTED] in cash (the “**Purchase Price**”). The Purchase

Price will be satisfied by the following payments (each, a “**Purchase Price Payment**”) as follows:

- (a) On the Initial Closing Date:
  - (i) the Deposit shall be released from trust to the Receiver and shall be applied by the Receiver against the Purchase Price Payment to be made by the Purchaser on the Fifth Tranche Closing Date (as hereinafter defined) in respect of the Fifth Tranche Vehicle Inventory. The Purchaser agrees that it waives any right to any accrued interest that may be earned on the Deposit; and
  - (ii) the Purchaser shall pay the sum of US\$ [REDACTED] by wire transfer in respect of the First Tranche Vehicle Inventory;
- (b) On the Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the First Tranche Vehicle Inventory (the “**Second Tranche Closing Date**”), the Purchaser shall pay the sum of US\$ [REDACTED] by wire transfer in respect of Second Tranche Vehicle Inventory;
- (c) On the Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the Second Tranche Vehicle Inventory (the “**Third Tranche Closing Date**”), the Purchaser shall pay the sum of US\$ [REDACTED] by wire transfer in respect of Third Tranche Vehicle Inventory;
- (d) On the Business Day following the Purchaser confirming across the Canada/US border of the last vehicle of the Third Tranche Vehicle Inventory (the “**Fourth Tranche Closing Date**”), the Purchaser shall pay the sum of US\$ [REDACTED] by wire transfer in respect of Fourth Tranche Vehicle Inventory;
- (e) On the Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the Fourth Tranche Vehicle Inventory (the “**Fifth Tranche Closing Date**”), the Deposit shall be applied in respect of Fifth Tranche Vehicle Inventory and the Purchaser shall pay US\$ [REDACTED] by wire transfer in respect of the balance of the Purchase Price.

The Initial Closing Date, the Second Tranche Closing Date, the Third Tranche Closing Date, the Fourth Tranche Closing Date and the Fifth Tranche Closing Date shall collectively be referred to herein as the “**Tranche Closing Dates**”. All wire transfers contemplated in this Bill of Sale shall be made to the Receiver’s account set out on Schedule “B” hereto.

Within three (3) Business Days following the delivery across the Canada/US border of each unit of Vehicle Inventory, the Receiver shall courier the title documentation associated with such Vehicle Inventory by overnight Fedex to the Purchaser.

4. Taxes. No Canadian sales or transfer taxes (“**Taxes**”) shall be payable in relation to the transfer of the Purchased Assets to the Purchaser.

5. Other Fees. Shipping, licensing, preparation charges and other fees shall be the sole responsibility of the Purchaser, and shall be paid by the Purchaser on the relevant Tranche Closing Date or as directed by the Receiver. Any claim by Challenger Motor Freight Inc. with respect to storage costs that have accrued prior to the shipping of the relevant Vehicle Inventory will be satisfied by the Receiver.
6. Logistics. The Receiver shall take any commercially reasonable steps as may be necessary, on notice to the Purchaser and with the consent of the Purchaser, solely at the Purchaser's expense, to ensure the delivery of the respective Purchased Assets directly to the location(s) designated by the Purchaser (in the United States) following each Tranche Closing Date, including arranging for customs documentation. The Receiver will cooperate with the Purchaser to assist in arranging, at Purchaser's expense, for the pick-up, shipping and delivery of the vehicles at Freight-On-Board to the respective locations specified by the Purchaser.
7. Court Approval. As soon as practical following the execution of this Bill of Sale, the Receiver, shall use commercially reasonable efforts to apply to the Court for an Order approving the transactions contemplated by this Bill of Sale (the "**Approval and Vesting Order**") in substantially the form attached hereto as Schedule "C".
8. Bill of Sale. Within two (2) Business Days of the Receiver's receipt of any Purchase Price Payment under this Bill of Sale, the Receiver will provide the Purchaser with a standard bill of sale stating the Vehicle Inventory details and unit purchase price relating to the specific Vehicle Inventory Tranche.
9. Adjustment to Purchased Assets or Purchase Price. The Purchaser acknowledges and agrees that the Purchaser is acquiring the Purchased Assets at a discount to the normal dealer invoice price, to account for, among other things, potential imperfections/incompleteness of some or any parts of the Purchased Assets. Should the Purchaser identify a material issue during the Inspection Period (as hereinafter defined), which would cause an individual Purchased Asset to be unsaleable to an end user, and such issue cannot be repaired by the Receiver on a mutually agreed schedule, then such individual Purchased Asset may be removed by the Parties from the Purchased Assets prior to the expiry of the Inspection Period, and the Purchase Price shall be adjusted accordingly. For greater certainty, the Purchaser shall not have any right to terminate this Bill of Sale due to any need for such an adjustment. If any adjustment cannot be reasonably agreed between the parties, either of the Purchaser or the Receiver may seek direction of the Court.
10. Individual Vehicle Refunds. The Receiver will provide to the Purchaser a refund of the portion of the Purchase Price listed in Schedule "A" hereto relating to any individual units that are included in any Vehicle Inventory Tranche but either:
  - (a) are not shipped by the Receiver pursuant to a logistics schedule mutually agreed upon by the parties, acting reasonably, for reasons within the Receiver's control; or
  - (b) are not delivered across the Canada/US border within seven (7) days of shipment, or such other date as may be mutually agreed upon between the parties; or

- (c) for which the relevant title documentation has not been shipped by the Receiver within three (3) Business Days following delivery across the Canada/US border.

For greater certainty, upon the issuance of any refund by the Receiver, all rights and obligations under this Bill of Sale shall be terminated solely with respect to the individual unit(s) subject to the refund, and such refund shall be the Purchaser's sole and exclusive remedy with respect to such unit(s). Any refund issued under this Section 10 shall not affect any other rights or obligations of the parties contained in this Bill of Sale, including any rights or obligations to pay for and ship any further Vehicle Inventory under any remaining Vehicle Inventory Tranches.

11. Termination. The transaction subject to this Bill of Sale shall automatically be terminated if: (a) the Approval and Vesting Order is not obtained, or (b) if the Initial Closing Date has not occurred, in either case, by June 21, 2019, unless otherwise agreed by the Parties in writing (the "**Termination Date**") and the Parties shall have no further obligations other than as provided herein.
- (a) In the event that the Court does not grant the Approval and Vesting Order upon application of the Receiver in accordance with Section 7 hereof, and this Bill of Sale is terminated as a result, the full amount of the Deposit shall be returned to the Purchaser, and the Purchaser shall have no further recourse against the Receiver. For greater certainty, the return of the Deposit to the Purchaser shall be the Purchaser's sole and exclusive remedy for any termination of this Bill of Sale.
  - (b) If the parties determine at any time that there is no reasonable prospect that the remaining Vehicle Inventory Tranches and title documentation will be able to be delivered across the Canada/US border on a timely basis, solely for reasons beyond the parties' control, the parties hereto may mutually agree that the remaining obligations of each party under this Bill of Sale are terminated, following which the full amount of the Deposit and any Individual Vehicle Refunds owing under Section 10 shall be returned to the Purchaser, and the Purchaser and the Receiver shall have no further recourse against each other. For greater certainty, any portion of any Purchase Price Payments in respect of Vehicle Inventory successfully delivered across the Canada/US border prior to such termination in accordance with this Section 11(b) shall remain the property of the Receiver, and such Vehicle Inventory shall be retained by the Purchaser. To the extent that, for any reason, any title documentation has been couriered by the Receiver to the Purchaser in respect of Vehicle Inventory not delivered, such title documentation shall be promptly returned to the Receiver by the Purchaser.
  - (c) If this Bill of Sale is terminated by the Purchaser for any reason other than the reasons listed in Sections 11(a) and (b) above, the full amount of the Deposit shall be forfeited by the Purchaser and shall be retained by the Receiver in order to compensate the Receiver for expenses incurred in connection with the transactions contemplated in this Bill of Sale and the delay caused to the Receiver's efforts to sell the Purchased Assets. The entitlement of the Receiver to the Deposit in such circumstances will be the only recourse the Receiver has in relation to this Bill of Sale as against the Purchaser.



12. Closing. The completion of the sale and purchase of the First Tranche Vehicle Inventory shall be the earlier of **June 21, 2019** and the first Business Day following the issuance of the Approval and Vesting Order, or such other date agreed to by the Receiver and the Purchaser in writing (the “**Initial Closing Date**”). The Fifth Tranche Closing Date shall occur no later than **July 29, 2019**, unless otherwise agreed by the Receiver and the Purchaser in writing.

The Parties hereby acknowledge and agree that following each Tranche Closing Date, the Receiver will be entitled to file with the Court a Receiver’s certificate (the “**Receiver’s Certificate**”) substantially in the form appended to the Approval and Vesting Order confirming (i) the payment by the Purchaser in full of the respective Purchase Price Payment relating to the Vehicle Inventory Tranche listed in such Certificate; (ii) all conditions as set out in this Bill of Sale with respect to the appropriate Vehicle Inventory Tranche have been satisfied or waived by the Receiver and the Purchaser; (iii) all storage fees in respect of the appropriate Vehicle Inventory Tranche have been paid to Challenger Motor Freight Inc., and (iv) the Closing with respect to the Vehicle Inventory Tranche listed in the Certificate has been completed to the satisfaction of the Receiver. The Receiver shall not be required to perform any independent investigation and shall have no liability to the Purchaser or any other person as a result of filing a Receiver’s Certificate.

13. “As Is, Where Is”. All Purchased Assets are being offered for sale on an “as is, where is” and “without recourse” basis, with no representations or warranties as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), merchantability, existence, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied. Neither the Receiver nor the Company, nor their respective agents and representatives, make any representations or warranties whatsoever. The Purchaser shall have a reasonable opportunity to inspect the Purchased Assets from the date of execution of this Bill of Sale until 5:00pm Toronto time on June 12, 2019 (the “**Inspection Period**”) and any request by the Purchaser for an adjustment to the Purchased Assets under Section 9 hereof shall be made prior to the expiry of the Inspection Period.
14. Liability and Indemnity. Neither the Company nor the Receiver shall be held liable or assume any obligations whatsoever for any loss, costs, claims, expenses, damages, injury or demands suffered by the Purchaser or any other person, or caused by, arising from, directly or indirectly or as a consequence of entering into this Bill of Sale, or otherwise, with respect to any transaction contemplated herein, including but not limited to, the delivery or non-delivery of any of the Purchased Assets.
15. Odometer Disclosure Statement. Federal law requires that the Purchaser shall state the mileage upon transfer of ownership (which shall occur on each Tranche Closing Date with respect to each Vehicle Inventory Tranche). Failure to complete or providing false statement may result in fines and/or imprisonment. The Receiver, on behalf of the Company, states that the odometer readings on the Vehicle Inventory subject to this Bill of Sale now read as indicated in Schedule “A” hereto. The Receiver hereby certifies that, to the best of its knowledge, but without independent verification, that the odometer readings reflect the actual mileage and that the odometers with respect to the Purchased Assets were not (and will not be, prior to the respective Tranche Closing Date) altered, set back or


disconnected while in the Company's possession and the Receiver has no knowledge of anyone doing so.

16. Cooperation. The Purchaser agrees to cooperate with and assist the Receiver in pursuing and obtaining the Approval and Vesting Order and such releases which the Receiver may, in its sole discretion, desire to pursue for the sale of the Purchased Assets.
17. Enurement. This Bill of Sale shall enure to the benefit of and be binding upon the Parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and permitted assigns.
18. Governing Law. This Bill of Sale is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.
19. Severability. Should any provision of this Bill of Sale be held to be invalid or unenforceable, the remainder of this Bill of Sale will not be affected thereby.
20. Entire Agreement. This Bill of Sale constitutes the entire agreement between the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties relating to the subject matter of this Bill of Sale and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Bill of Sale except as specifically set forth in this Bill of Sale.
21. Counterparts. This Bill of Sale may be executed in two or more counterparts and delivered by email (including in PDF format), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

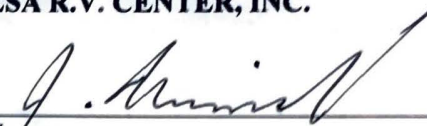
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IN WITNESS OF WHICH the Parties have duly executed this Bill of Sale as of the date first written above.

**ALVAREZ & MARSAL CANADA INC., in its capacity as Court-Appointed Receiver of ERWIN HYMER GROUP NORTH AMERICA, INC. and not in its personal capacity**

By:   
Name: Stephen Ferguson  
Title: Senior Vice President

**LA MESA R.V. CENTER, INC.**

By:   
Name: J. Amis  
Title: president / owner

**SCHEDULE "A"**

**Purchased Assets**

**Total Purchase Price Breakdown:**

Tranche	Number of Vehicles	Due to Receiver (USD)	Due to Beaver Motors (USD)
Deposit	-		-
1	28		
2	28		
3	28		-
4	10		-
5	19		-
<b>Grand Total</b>	<b>113.00</b>		

**First Tranche Vehicle Inventory:**

Sales Order #	VIN	Item Description	Odometer reading	Net Price (USD)	Amount due to Beaver Motors
107162C	JE150927 3C6URVJG3	Hymer Aktiv 2.0		\$	\$
107159C	JE152975 3C6URVJG2	Hymer Aktiv 2.0		\$	\$
106879C	JE153796 3C6URVJG7	Hymer Aktiv 2.0		\$	\$
107149	JE153802 3C6URVJG9	Hymer Aktiv 2.0		\$	\$
107335	JE141510 3C6TRVDG3	Hymer Aktiv		\$	\$
107964	JE142436 3C6TRVDG0	Hymer Aktiv		\$	\$
107086	JE115140 3C6TRVBG5	Carado Axion		\$	\$
108550	JE144219 3C6TRVDG2	Carado Banff		\$	\$
107161C	JE150926 3C6URVJG1	Hymer Aktiv 2.0		\$	\$
107118	JE132566 3C6TRVBG3	Carado Axion		\$	\$
107101C	JE132579 3C6TRVBG1	Carado Axion		\$	\$
107389C	JE143882 3C6TRVDG6	Hymer Aktiv		\$	\$
108614	JE144213 3C6TRVDG1	Carado Banff		\$	\$
106671	JE150922 3C6URVJG4	Hymer Aktiv 2.0		\$	\$
107171	JE152312 3C6URVJG9	Hymer Aktiv 2.0		\$	\$
107088	JE115143 3C6TRVBG0	Carado Axion		\$	\$
107080	JE132577 3C6TRVBG8	Carado Axion		\$	\$
105982	JE152994 3C6URVJG6	Hymer Aktiv 2.0		\$	\$
107068	JE115130 3C6TRVBG2	Carado Axion		\$	\$
106072	JE150916 3C6URVJG9	Hymer Aktiv 2.0		\$	\$
107067	JE115144 3C6TRVBG2	Carado Axion		\$	\$
107065	JE115145 3C6TRVBG4	Carado Axion		\$	\$
107077	JE132574 3C6TRVBG2	Carado Axion		\$	\$
107128C	JE115108 3C6TRVBG9	Carado Axion		\$	\$
107069	JE115131 3C6TRVBG4	Carado Axion		\$	\$
107072	JE115134 3C6TRVBGX	Carado Axion		\$	\$

107382C	JE142438 3C6TRVDG4	Hymer Aktiv		\$		\$	
108115	JE142462 3C6TRVDG1	Carado Banff		\$		\$	
106931	JE152318 3C6URVJGX	Roadtrek Zion		\$		\$	

**Second Tranche Vehicle Inventory:**

Sales Order #	VIN	Item Description	Odometer reading	Net Price (USD)	Amount due to Beaver Motors
107120	JE132568 3C6TRVBG7	Carado Axion		\$	
108372	JE144124 3C6TRVDG2	Carado Banff		\$	
107170C	JE152998 3C6URVJG3	Hymer Aktiv 2.0		\$	
107011C	JE153779 3C6URVJG7	Hymer Aktiv 2.0		\$	
106867	JE152316 3C6URVJG6	Hymer Aktiv 2.0		\$	
105981	JE153792 3C6URVJGX	Hymer Aktiv 2.0		\$	
107073	JE115135 3C6TRVBG1	Carado Axion		\$	
107245	JE152985 3C6URVJG5	Hymer Aktiv 2.0		\$	
106406	JE153787 3C6URVJG6	Hymer Aktiv 2.0		\$	
108002	JE128572 3C6TRVDG4	Carado Banff		\$	
107977	JE141483 3C6TRVDG4	Hymer Aktiv		\$	
107979C	JE141486 3C6TRVDGX	Hymer Aktiv		\$	
107960	JE142432 3C6TRVDG3	Hymer Aktiv		\$	
107013C	JE153781 3C6URVJG5	Hymer Aktiv 2.0		\$	
107151C	JE153804 3C6URVJG2	Hymer Aktiv 2.0		\$	
101716I	GE114595 3C6URVHG2	Hymer Aktiv		\$	
107127C	JE115106 3C6TRVBG5	Carado Axion		\$	
107167C	JE152981 3C6URVJG8	Hymer Aktiv 2.0		\$	
107150C	JE153803 3C6URVJG0	Hymer Aktiv 2.0		\$	
107121	JE132569 3C6TRVBG9	Carado Axion		\$	
106868	JE152317 3C6URVJG8	Hymer Aktiv 2.0		\$	
107156C	JE152992 3C6URVJG2	Hymer Aktiv 2.0		\$	
106863	JE153795 3C6URVJG5	Hymer Aktiv 2.0		\$	
108375	KE516070 3C6TRVDG1	Carado Banff		\$	
107163C	JE152308 3C6URVJG7	Hymer Aktiv 2.0		\$	
107172C	JE152983 3C6URVJG1	Hymer Aktiv 2.0		\$	
108374	KE518177 3C6TRVDG7	Carado Banff		\$	
108238	KE518338 3C6URVJG4	Hymer Aktiv 2.0		\$	

**Third Tranche Vehicle Inventory:**

Sales Order #	VIN	Item Description	Odometer reading	Net Price (USD)	Amount due to Beaver Motors
107085	JE115139 3C6TRVBG9	Carado Axion		\$	
107100	JE132578 3C6TRVBGX	Carado Axion		\$	
107361	JE133933 3C6TRVDG2	Hymer Aktiv		\$	

107674C	JE141500 3C6TRVDG0	Hymer Aktiv		\$		
107090C	JE115147 3C6TRVBG8	Carado Axion		\$		
107336	JE141508 3C6TRVDG5	Hymer Aktiv		\$		
107074	JE115136 3C6TRVBG3	Carado Axion		\$		
107369	JE133913 3C6TRVDG7	Hymer Aktiv		\$		
107365C	JE133921 3C6TRVDG6	Hymer Aktiv		\$		
107692C	JE136171 3C6TRVDG4	Hymer Aktiv		\$		
107095	JE115169 3C6TRVBG7	Carado Axion		\$		
107688C	JE133892 3C6TRVDG3	Hymer Aktiv		\$		
107379	JE133900 3C6TRVDG9	Hymer Aktiv		\$		
107362	JE133911 3C6TRVDG3	Hymer Aktiv		\$		
107963	JE142435 3C6TRVDG9	Hymer Aktiv		\$		
107990	JE142489 3C6TRVDGX	Hymer Aktiv		\$		
107104	JE115153 3C6TRVBG3	Carado Axion		\$		
106851	JE115630 3C6URVJG3	Hymer Aktiv 2.0		\$		
108083	JE121084 3C6TRVDG0	Carado Banff		\$		
107908	JE121095 3C6TRVDG5	Hymer Aktiv		\$		
107765C	JE121111 3C6TRVDGX	Hymer Aktiv		\$		
106857	JE121150 3C6TRVDG9	Hymer Aktiv		\$		
107097	JE115157 3C6TRVBG0	Carado Axion		\$		
107897	JE121166 3C6TRVDG2	Hymer Aktiv		\$		
107135C	JE132572 3C6TRVBG9	Carado Axion		\$		
107921	JE133868 3C6TRVDG6	Hymer Aktiv		\$		
107377	JE133899 3C6TRVDG6	Hymer Aktiv		\$		
107901	JE133910 3C6TRVDG1	Hymer Aktiv		\$		

**Fourth Tranche Vehicle Inventory:**

Sales Order #	VIN	Item Description	Odometer reading	Net Price (USD)	Amount due to Beaver Motors
107922	JE141518 3C6TRVDG8	Hymer Aktiv		\$	
107966	JE142463 3C6TRVDG3	Hymer Aktiv		\$	
107994	JE142487 3C6TRVDG6	Hymer Aktiv		\$	
107387C	JE144107 3C6TRVDG2	Hymer Aktiv		\$	
107974C	JE133938 3C6TRVDG1	Hymer Aktiv		\$	
107976	JE136165 3C6TRVDG9	Hymer Aktiv		\$	
107952	JE141503 3C6TRVDG6	Hymer Aktiv		\$	
107958	JE142430 3C6TRVDGX	Hymer Aktiv		\$	
107968	JE142465 3C6TRVDG7	Hymer Aktiv		\$	
107989	JE142488 3C6TRVDG8	Hymer Aktiv		\$	

**Fifth Tranche Vehicle Inventory:**

Sales Order #	VIN	Item Description	Odometer reading	Net Price (USD)	Amount due to Beaver Motors
107965	JE142437 3C6TRVDG2	Hymer Aktiv		\$	
107915	JE143886 3C6TRVDG3	Hymer Aktiv		\$	
106088	JE152991 3C6URVJG0	Hymer Aktiv 2.0		\$	
107997	JE142461 3C6TRVDGX	Hymer Aktiv		\$	
107914	JE143885 3C6TRVDG1	Hymer Aktiv		\$	
107134	JE132571 3C6TRVBG7	Carado Axion		\$	
107754C	JE141511 3C6TRVDG5	Hymer Aktiv		\$	
107396	JE143892 3C6TRVDG9	Hymer Aktiv		\$	
106224E	JE144725 3C6URVJG5	Hymer Aktiv 2.0		\$	
107084C	JE115138 3C6TRVBG7	Carado Axion		\$	
107371	JE133914 3C6TRVDG9	Hymer Aktiv		\$	
107401	JE133930 3C6TRVDG7	Hymer Aktiv		\$	
107756C	JE136154 3C6TRVDG4	Hymer Aktiv		\$	
107957	JE142429 3C6TRVDG3	Hymer Aktiv		\$	
107933	JE142482 3C6TRVDG7	Hymer Aktiv		\$	
107912	JE141512 3C6TRVDG7	Hymer Aktiv		\$	
107955	JE144101 3C6TRVDG1	Hymer Aktiv		\$	
107956	JE144129 3C6TRVDG1	Hymer Aktiv		\$	
105831	JE150918 3C6URVJG2	Hymer Aktiv 2.0		\$	

**SCHEDULE "B"****Wire Information**

USD RBC banking details as per below:

Beneficiary (Acct Name):	Alvarez & Marsal Canada Inc. Court-Appointed Receiver of Erwin Hymer Group North America, Inc.
Account #:	CAD Acct #401-375-1
Our address (req'd):	Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 Toronto, Ontario M5J 2J1
Destination Bank: Bank Address:	Royal Bank of Canada Main Branch Royal Bank Plaza – South Tower 200 Bay St. Toronto, Ontario M5J 2J5
Swift Code:	ROYCCAT2 (Canada Required)
Intermediary Bank:	JP Morgan Chase Bank New York (US Funds Only)
Swift Code US:	CHASUS33
ABA Routing #:	021000021
Transit #:	00002
Bank Inst. Code:	003



**SCHEDULE "C"**

**Form of Approval and Vesting Order**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ● )

MONDAY, THE 17<sup>th</sup>

JUSTICE ● )

DAY OF JUNE, 2019

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**ORDER  
(La Mesa Approval and Vesting)**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager (the “**Receiver**”) without security of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**” or the “**Debtor**”), for an Order approving the sale transaction (the “**La Mesa Transaction**”) contemplated by the Bill of Sale appended as Appendix “G” to the Receiver’s Second Report (as hereinafter defined) (the “**Sale Agreement**”) between the Receiver and La Mesa R.V. Center, Inc. (the “**Purchaser**”) and vesting in the Purchaser the Debtor’s right, title and interest in and to the

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Purchased Assets (as defined in the Sale Agreement) was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated June 10, 2019 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver, Corner Flag LLC, the Purchaser and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● affirmed June ●, 2019, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record be and are hereby abridged and validated, and this motion is properly returnable today.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Sale Agreement or the Second Report.

### **APPROVAL OF SALE AGREEMENT**

3. **THIS COURT ORDERS AND DECLARES** that the La Mesa Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the La Mesa Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased

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Assets listed in Schedule “A” to such Receiver’s Certificate shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 15, 2019; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets listed in Schedule “A” to any Receiver’s Certificate delivered by the Receiver to the Purchaser are hereby expunged and discharged as against such Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets listed in Schedule “A” to any Receiver’s Certificate delivered by the Receiver shall stand in the place and stead of such Purchased Assets, and that from and after the delivery of any such Receiver’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of such Purchased Assets with the same priority as they had with respect to such Purchased Assets immediately prior to the sale, as if such Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of any Receiver's Certificate delivered to the Purchaser, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of any Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **GENERAL**

8. **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.

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**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019, Alvarez & Marsal Canada Inc. was appointed as the receiver (the “**Receiver**”) of the of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated June ●, 2019, the Court approved the Bill of Sale appended as Appendix “G” to the Second Report of the Receiver dated June 10, 2019 (the “**Sale Agreement**”) between the Receiver and La Mesa R.V. Center, Inc. (the “**Purchaser**”), and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to each Purchased Asset upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser in full in respect of the Purchased Assets listed on

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Schedule “A” to this Receiver’s Certificate (the “**Specified Purchased Assets**”); (ii) all conditions as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser with respect to such Specified Purchased Assets; (iii) all storage fees in respect of the Specified Purchased Assets have been paid to Challenger Motor Freight Inc., and (iv) the transaction has been completed with respect to the Specified Purchased Assets to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price Payment relating to the Specified Purchased Assets;
2. The conditions set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser with respect to such Specified Purchased Assets;
3. All storage fees in respect of the Specified Purchased Assets have been paid to Challenger Motor Freight Inc.; and
4. The transaction has been completed with respect to the Specified Purchased Assets to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

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**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Receiver of the undertaking, property and assets of Erwin Hymer Group North America, Inc., and not in its personal capacity

Per: \_\_\_\_\_  
 Name:  
 Title:



**SCHEDULE "A"**

**Specified Purchased Assets**

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CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

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**ORDER  
(La Mesa Approval and Vesting)**

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**OSLER, HOSKIN & HARCOURT, LLP**  
Box 50  
1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

Tracy C. Sandler (LSO# 32443N)  
Tel: 416.862.5890

Jeremy Dacks (LSO# 41851R)  
Tel: 416.862.4923  
Fax: 416.862.6666

Counsel for the Receiver

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# TAB H

**APPENDIX “H”**

**Infinity APA**

**AGREEMENT OF PURCHASE AND SALE**

**ALVAREZ & MARSAL CANADA INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF  
ERWIN HYMER GROUP NORTH AMERICA, INC.,  
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

**AS VENDOR**

**- AND -**

**INFINITY ASSET SOLUTIONS INC.**

**AS PURCHASER**

**DATED AS OF THE 10TH DAY OF JUNE 2019**

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of June 10, 2019

BETWEEN:

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Court-appointed receiver and manager over all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Company**”) and not in its personal or corporate capacity (the “**Receiver**”)

-and-

**INFINITY ASSET SOLUTIONS INC.**, a corporation incorporated under the laws of the Province of Ontario (the “**Purchaser**”)

### Recitals

1. The Receiver was appointed as receiver and manager over all of the assets, undertakings and properties of the Company pursuant to and in accordance with the terms of the Appointment Order issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019 (Court File No: CV-614593-00CL) (the “**Appointment Order**”), which included the power to sell the Company’s right, title and interest in and to all assets, undertakings and properties owned or used or held for use by the Company in connection with its business (collectively, the “**Property**”).
2. On March 27, 2019, the Court granted an Order (the “**Sales Process Order**”) which, among other things, approved *nunc pro tunc* a sale process to identify one or more purchasers of the Property, or any portion thereof, as a going concern or otherwise (the “**Sale Process**”).
3. Pursuant to the Sale Process and the Sale Process Order, the Receiver wishes to sell to the Purchaser and the Purchaser wishes to purchase from the Receiver, certain of the Property of the Company as described herein.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

## ARTICLE 1

### INTERPRETATION

#### 1.1 Definitions

In this Agreement,

- (a) **“Agreement”** means this Agreement of Purchase and Sale, including Schedules “A”, “B”, “C”, “D”, “E”, “F” and “G”;
- (b) **“Approval and Vesting Order”** means an order granted by the Court substantially in the form attached as Schedule “A”, or as otherwise in form and substance satisfactory to the Receiver, the Purchaser and Corner Flag LLC, each acting in a commercially reasonable manner;
- (c) **“Business”** means the manufacturing, distribution and advertising of caravan and motorhome models in Canada and the United States, excluding “Roadtrek” style and branded motorhome models;
- (d) **“Business Day”** means any day other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours;
- (e) **“Closing”** means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets;
- (f) **“Closing Date”** means the first Business Day following the date upon which the Approval and Vesting Order is issued, or such other date agreed to by the Parties in writing for the completion of the Transaction (as defined below), acting reasonably;
- (g) **“Deposit”** has the meaning given to such term in Section 2.2(a);

- (h) **“Encumbrances”** means any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise;
- (i) **“Excluded Assets”** has the meaning given to such term in Schedule “G”;
- (j) **“Inventory”** means all non-Roadtrek raw material and spare part inventory owned by the Company for use in or relating to the Business, including base materials, options, rework product, pop-tops, simplicity, research and development and inactive parts for after sale service relating to the foregoing, wherever located, including, for greater certainty, the raw material and spare parts listed on Schedule “B”, but excluding, for greater certainty, the raw material and spare parts to be sold to RT Acquisition Corp. under the Roadtrek APA;
- (k) **“Liquidation Period”** means the period commencing on the date of this Agreement and ending at 4:30 p.m. on **July 31, 2019** at the Southgate Facility and the Shirley Facility (each defined below) and ending at 4:30 p.m. on **August 15, 2019** at the Reuter Facility (defined below);
- (l) **“Machinery and Equipment”** means all machinery and equipment, furnishings, furniture, parts, dies, molds, tooling, tools, associated equipment, computer hardware, supplies, accessories, office equipment and other tangible and moveable property (other than inventory) owned by the Company for use in or relating to the Business, including, without limitation, the machinery and equipment listed on Schedule “C”, but excluding, for greater certainty, the machinery and equipment to be sold to RT Acquisition Corp. under the Roadtrek APA listed on Schedule “D”;
- (m) **“Outside Date”** means **June 21, 2019**, or such other date as agreed to between the Receiver and the Purchaser in writing;
- (n) **“Parties”** means the Receiver and Purchaser collectively and **“Party”** means either the Receiver or the Purchaser, as applicable;



- (o) **“Person”** includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any governmental authority or any other entity recognized by law;
- (p) **“Premises”** means collectively the leased premises located at 25 Reuter Drive, Cambridge, Ontario (the **“Reuter Facility”**), 400 Southgate Drive, Guelph, Ontario (the **“Southgate Facility”**), and 100 Shirley Avenue, Kitchener, Ontario (the **“Shirley Facility”**) from which the Company previously carried on business;
- (q) **“Purchase Price”** has the meaning given to such term in Section 2.3;
- (r) **“Purchased Assets”** means the Company’s and the Receiver’s right, title and interest, if any, in the Machinery and Equipment, the Inventory and the Trailers, but for greater certainty excludes the Excluded Assets;
- (s) **“Roadtrek APA”** means the Asset Purchase Agreement between the Receiver and RT Acquisition Corp. dated as of May 31, 2019;
- (t) **“Receiver’s Certificate”** has the meaning given to that term in the Approval and Vesting Order; and
- (u) **“Trailers”** means the trailers listed on Schedule “F”.

## 1.2 Headings

The division of this Agreement into recitals, articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction of interpretation hereof. The terms “this Agreement”, “hereof”, “herein”, “hereto” and similar expressions refer to this Agreement and not to any particular recital, article, sections, subsection or schedule or other portion hereof. Unless something in the subject matter or context is inconsistent herewith, references herein to recitals, articles, sections and subsections and schedules are to recitals, articles, sections, subsections and schedules of this Agreement.

## 1.3 References

Any reference in this Agreement to a statute includes such statute, all regulations made thereunder and all amendments to such statute or regulations in force from time to time.

#### 1.4 **Extended Meanings**

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and governmental authorities. The terms “including” means “including, without limitation”, and such terms as “includes” have similar meanings.

#### 1.5 **Schedules**

The following are the Schedules to this Agreement:

- Schedule “A” - Form of Approval and Vesting Order
- Schedule “B” - Non-Roadtrek Parts and Raw Materials Inventory
- Schedule “C” – Included Machinery and Equipment
- Schedule “D” – Excluded Machinery and Equipment
- Schedule “E” – Roadtrek IP
- Schedule “F” – Trailers
- Schedule “G” – Other Excluded Assets

## **ARTICLE 2 PURCHASE AND SALE**

#### 2.1 **Purchase and Sale**

Subject to and in accordance with the terms and conditions hereof, the Receiver shall sell to the Purchaser and the Purchaser shall purchase from the Receiver on Closing the Purchased Assets, free and clear of all Encumbrances (the “**Transaction**”).

#### 2.2 **Deposit**

- (a) The Receiver acknowledges receipt from the Purchaser of a deposit in the principal amount of \$ [REDACTED] (the “**Deposit**”), which Deposit shall be held in trust by the Receiver pending completion of the Transaction in accordance with this Agreement.
- (b) If this Agreement is terminated pursuant to any of Sections 4.4(a), (c), (d) or (e), the Receiver, in addition to any other remedies that it may have, shall be entitled

to retain the Deposit, together with all accrued interest thereon, as liquidated damages and not as a penalty. If this Agreement is terminated pursuant to any of Sections 4.4(b) or (f), the Purchaser shall be entitled to the immediate return of the Deposit, forthwith from the Receiver without interest, deduction or set off.

### 2.3 Purchase Price

The purchase price (the "**Purchase Price**") payable by the Purchaser to the Receiver for the Purchased Assets shall be \$ [REDACTED].

### 2.4 Payment of Purchase Price

On the Closing Date, the Purchaser shall satisfy the Purchase Price as follows:

- (a) the amount of the Deposit, together with all accrued interest thereon, shall be retained by the Receiver and credited toward the Purchase Price; and
- (b) the balance of the Purchase Price after credit of the amounts set out in Section 2.4(a) shall be paid to the Receiver by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by the Receiver to the Purchaser not less than two (2) Business Days prior to the Closing Date.

### 2.5 Adjustments

- (a) There shall be no adjustments to the Purchase Price other than as provided for in Sections 2.5(b) and 2.7(c) hereof; and
- (b) The Receiver may exclude from the Purchased Assets any of the Purchased Assets that are subject to an actual, pending or threatened claim by a third party. In that event, the Purchase Price shall be reduced by an amount to be agreed between the Receiver and the Purchaser in good faith or pursuant to further order of the Court.

### 2.6 Taxes

In addition to the Purchase Price, the Purchaser shall pay upon the completion of the Transaction, all applicable federal, provincial and municipal sales and transfer taxes and

fees eligible in connection with the completion of the Transaction including, without limitation, harmonized sales tax (the “**Sales Taxes**”).

## 2.7 Risk

- (a) The Purchased Assets shall be and remain at the risk of the Receiver until Closing.
- (b) If, prior to the Closing, the Purchased Assets shall be substantially damaged or destroyed by fire or other casualty, or if a substantial portion of the Purchased Assets are lost due to theft, then the Purchaser shall have the option of terminating the Transaction. Such option shall be exercised within two (2) Business Days after written notification to the Purchaser by the Receiver of the occurrence of the loss or damage, and upon such exercise, this Agreement shall be terminated automatically and the Purchaser shall be entitled only to a return of the Deposit without interest, deduction or set-off, and the Purchaser shall not be entitled to any other compensation of any kind whatsoever with respect to the failure to close as a result of such loss or damage. If such option is not exercised by the Purchaser, the parties shall complete the Transaction and the proceeds of insurance, if any, referable to such loss or damage shall be vested in the Purchaser on the Closing, and the Receiver shall (i) pay over to the Purchaser after the Closing any proceeds of insurance received by the Receiver referable to such loss or damage forthwith after receipt thereof by the Receiver and (ii) use commercially reasonable efforts to assist the Purchaser in the collection of such insurance proceeds referable to such loss or damage provided that the Receiver shall not be required to expend any moneys in such efforts.
- (c) Where any loss or damage is not substantial, then the Transaction shall be completed and the Purchase Price shall be reduced by an amount to be agreed between the Receiver and the Purchaser acting in good faith or pursuant to further order of the Court.
- (d) For these purposes, the terms “substantially” and “substantial” mean a loss or damage of at least 50% of the Purchased Assets by estimated fair market value,

as determined and agreed to by the Receiver and the Purchaser or as determined by the Court.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES

##### 3.1 Representations and Warranties of the Receiver

The Receiver hereby makes the following representations and warranties to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and completing the Transaction:

- (a) Appointment Order. The Appointment Order is in full force and effect;
- (b) Residency. The Company is a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (c) HST Registration. The Receiver's registration number for the purposes of the ETA is 10226 5337 RT0002.

##### 3.2 Representations and Warranties of the Purchaser

The Purchaser hereby makes the following representations and warranties to the Receiver and acknowledges that the Receiver is relying on such representations and warranties in entering into this Agreement and completing the Transaction:

- (a) Corporate Existence. The Purchaser is a corporation incorporated and existing under the laws of the Province of Ontario;
- (b) Capacity and Due Authorization. The Purchaser has the necessary capacity to enter into this Agreement and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser;

- (c) Binding Agreement. This Agreement and any other agreements entered into pursuant to this Agreement to which the Purchaser is a party constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (d) Brokers. The Purchaser has not engaged any broker or other agent in connection with the Transaction or this Agreement and, accordingly, there is no commission, fee or other remuneration payable to any broker or agent who purports or may purport to have acted for the Purchaser;
- (e) Residency. The Purchaser is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (f) HST Registration. The Purchaser's registration number for the purposes of the ETA is RT 86429 9052 RT001.

### 3.3 **As Is, Where Is**

- (a) The Purchased Assets are being sold on an "as is, where is" basis. The Purchaser has entered into this Agreement on the basis that the Receiver does not guarantee title to or any other matter in respect of the Purchased Assets. The Purchaser has conducted such inspections and investigations concerning the Purchased Assets as the Purchaser considered appropriate and has satisfied itself concerning all matters affecting the Purchased Assets. No representation, warranty or condition, either express or implied, statutory or non-statutory, oral or written, has been or will be given by the Receiver as to the title, Encumbrances, description, condition, quality, value, cost, size, quantity, fitness for any present or intended purpose or use, compliance with applicable certification standards, merchantability, state of repair, degree of maintenance, durability, marketability, transferability or otherwise concerning the Purchased Assets save and except for the express representations and warranties given in Section 3.1. The Purchaser acknowledges that it has already or will satisfy itself with respect to all such matters. All conditions and warranties expressed or implied pursuant to the

provisions of the *Sale of Goods Act* (Ontario) and any other applicable sale of goods legislation do not apply hereto and have been waived by the Purchaser. Any documentation, materials or information provided by the Receiver to the Purchaser regarding the Purchased Assets, or any part thereof, was provided solely for the convenience of the Purchaser and is not warranted or represented to be complete or accurate and does not form part of this Agreement. The Purchaser shall and shall be deemed to rely entirely on its own inspections and investigations concerning the Purchased Assets.

- (b) This Section 3.3 shall not merge on Closing.

#### **ARTICLE 4 CONDITIONS OF CLOSING**

##### **4.1 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing:

- (a) Representations and Warranties: The representations and warranties of the Receiver made in or pursuant to this Agreement shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date;
- (b) Fulfillment of Obligations: The Receiver shall have complied in all material respects with all agreements and obligations herein agreed to be performed or caused to be performed by on or prior to the Closing Date; and
- (c) Officer's Certificate: The Purchaser shall have received a certificate confirming the satisfaction of the conditions contained in Sections 4.1(a) and 4.1(b), signed for and on behalf of the Receiver without personal liability by an authorized signatory of the Receiver or other Persons acceptable to the Purchaser, in each case in form and substance reasonably satisfactory to the Purchaser.

The conditions contained in this Section 4.1 are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part.

#### 4.2 **Conditions for the Benefit of the Receiver**

The obligation of the Receiver to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing:

- (a) Representations and Warranties: The representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and accurate in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date;
- (b) Fulfillment of Obligations: The Purchaser shall have complied in all material respects with all agreements and obligations herein agreed to be performed or caused to be performed by it at or prior to the Closing Date;
- (c) Officer's Certificate: The Receiver shall have received a certificate confirming the satisfaction of the conditions contained in Sections 4.2(a) and 4.2(b), signed for and on behalf of the Purchaser without personal liability by an executive officer of the Purchaser, in form and substance reasonably satisfactory to the Receiver; and
- (d) No Redemption or Loss of Control: The Receiver shall not have lost its ability to convey the Purchased Assets or any part thereof.

The conditions contained in this Section 4.2 hereof are inserted for the exclusive benefit of the Receiver and may be waived in whole or in part by the Receiver at any time without prejudice to any of the Receiver's rights of termination in the event of non-performance of any other condition in whole or in part.



#### 4.3 Mutual Conditions

- (a) The obligations of each of the Receiver and the Purchaser to complete the Transaction is subject to the satisfaction of the following conditions precedent, which are for the mutual benefit of the Receiver and Purchaser:
- (i) No Legal Action: No action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the completion of the Transaction or the ability of the Receiver to sell the Purchased Assets or the right of the Purchaser to own the Purchased Assets after the Closing; and
  - (ii) Approval Order and Vesting Order: The Approval and Vesting Order shall have been issued and entered.
- (b) As soon as practicable after the execution of this Agreement by all Parties, the Receiver shall bring a motion before the Court for the issuance of the Approval and Vesting Order. Notice of the motion seeking the Approval and Vesting Order shall be served on the service list in the Company's receivership proceeding, all Persons having a registered Encumbrance against the Purchased Assets, or any part thereof, and such other Persons as the Purchaser may reasonably request.

The conditions contained in this Section 4.3 are inserted for the mutual benefit of the Receiver and the Purchaser and may be waived in whole or in part by the Receiver and the Purchaser.

#### 4.4 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Receiver and the Purchaser or on further order of the Court;
- (b) by the Purchaser in accordance with Section 2.7(b);
- (c) by the Receiver or the Purchaser if the Closing has not occurred by the Outside Date;

- (d) by the Receiver, if required under any order of a court of competent jurisdiction, including the Court;
- (e) by the Receiver if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Sections 4.2 or 4.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Receiver or cured within five (5) Business Days after written notice thereof from the Receiver, unless the Receiver is in material breach of its obligations under this Agreement; or
- (f) by the Purchaser if there has been a material violation or breach by the Receiver of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Sections 4.1 or 4.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured within five (5) Business Days after written notice thereof from the Purchaser, unless the Purchaser is in material breach of its obligations under this Agreement.

#### 4.5 **Effect of Termination**

In the event of termination of this Agreement pursuant to Section 4.4, this Agreement shall become void and of no further force or effect, and neither Party shall have any further liability or obligation to the other by virtue of or under this Agreement, including, without limitation with respect to any costs incurred by the Purchaser in readying the Purchased Assets for sale, or otherwise; provided that this Section 4.5, Section 2.2 and Article 7 shall survive and not become void and no termination of this Agreement shall relieve any Party of any liability for wilful breach by it of this Agreement.

**ARTICLE 5**  
**CLOSING ARRANGEMENTS**

**5.1 Closing**

The Closing shall take place at 1:00 p.m. Eastern time on the Closing Date, or such other time as the Parties may agree.

**5.2 Deliveries at Closing**

- (a) On the Closing Date, the Receiver shall deliver to the Purchaser the following:
- (i) a Statutory Declaration of the Receiver that the Company is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
  - (ii) a copy of Approval and Vesting Order;
  - (iii) an executed copy of the Certificate contemplated in Section 4.1(c);
  - (iv) an executed copy of the Receiver's Certificate; and
  - (v) such further and other documentation as the Purchaser may reasonably require to give effect to this Agreement insofar as it relates to the completion of the Transaction.
- (b) On the Closing Date, the Purchaser shall deliver to the Receiver the following:
- (i) payment of the balance of the Purchase Price;
  - (ii) payment of the Sales Taxes;
  - (iii) a Statutory Declaration of the Purchaser that it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
  - (iv) an executed copy of the certificate contemplated in Section 4.2(c); and

- (v) such further and other documentation as the Receiver may reasonably require to give effect to this Agreement insofar as it relates to the completion of the Transaction.

**ARTICLE 6**  
**USE OF PREMISES AND REMOVAL OF ASSETS**

**6.1 Use of Premises**

- (a) Effective as of the Closing, the Purchaser shall have non-exclusive access to and the use of the Premises (fully serviced – heat, water, electricity), without charge, during the Liquidation Period for the purpose of liquidating the Purchased Assets, including, without limitation, conducting a public auction from the Premises, provided that the Purchaser shall not sell the Purchased Assets, or any, part thereof, until after the Closing. To facilitate the Purchaser's access to the Premises, the Receiver shall provide the Purchaser with a set of keys and the access/alarm codes.
- (b) The Purchaser agrees to vacate the Premises by the expiry of the Liquidation Period. The Purchaser agrees to leave the Premises in a clean and broom swept condition. The Purchaser shall be responsible for the first \$50,000 of all third party costs incurred in respect of clean-up of the Premises, including removal, clean-up or disposition of any remaining Purchased Assets, either not sold by the Purchaser or sold by the Purchaser but not removed and abandoned, environmentally hazardous chemicals or substances found at the Premises, properly supported with invoices and other relevant information, and the Receiver shall be responsible for all such costs thereafter provided that the Parties shall act in good faith to minimize the amount of such third party clean-up costs. Notwithstanding the foregoing,
  - (i) the Purchaser shall be solely responsible at its own expense for the safe disposal of any liquids, lubrication, hydraulic fluids, coolant or the like drained from the Purchased Assets by the Purchaser or persons for whom the Purchaser is responsible; and

- (ii) to the extent that any discharge or spill of any environmentally hazardous chemicals or substance is caused by the Purchaser or persons for whom the Purchaser is responsible, the Purchaser shall be solely responsible for the safe removal and clean up of same at the Purchaser's own expense.
- (c) The Purchaser agrees to act in a prudent manner while at the Premises and the Premises shall be maintained by the Purchaser in the same state of repair as existed as at the commencement of the Liquidation Period, reasonable wear and tear excepted. When departing the Premises each day, the Purchaser shall ensure that the Premises are secured with all doors locked and alarms set. The Purchaser undertakes to restore the Premises to their condition as at the commencement of the Liquidation Period and to repair any damage caused by the Purchaser, its invitees or anyone for whom the Purchaser is in law responsible during the Liquidation Period at its sole expense forthwith but in any event, before the expiry of the Liquidation Period. Without limiting the foregoing, the Purchaser undertakes to shear off any protruding bolts remaining after removal of any Purchased Assets and to repair any damage caused to the Premises due to the removal of any Purchased Assets including, without limitation, fixing any holes in the roof, floor, walls or elsewhere and to properly cap all gas and electrical connections using certified technicians. The Purchaser further agrees to indemnify, defend and hold the Receiver and its employees, agents and representatives harmless from and against all claims for damages, losses, injury or costs resulting from any breach of its obligations under this section and for damages, losses or injury caused to property or persons through the actions or negligence of the Purchaser, its invitees or anyone for whom the Purchaser is in law responsible.

## 6.2 Insurance

The Purchaser will be responsible for arranging third-party liability insurance with respect to the Purchaser's access to and use of the Premises during the Liquidation Period and shall be responsible for the costs of such insurance. The third-party liability insurance shall provide for not less than \$5 million coverage per occurrence. The Purchaser shall

provide proof of such insurance to the Receiver at the commencement of the Liquidation Period.

### 6.3 **Right to Supplement**

The Receiver agrees that the Purchaser may add other equipment and machinery (the “**Supplemented Assets**”) to enhance the sale of the Purchased Assets from the Premises during the Liquidation Period. The Purchaser shall be responsible for arranging and maintaining insurance coverage against loss or damage to the Supplemented Assets. The Purchaser shall indemnify and hold the Receiver harmless from and against damages to the Premises and all claims as a result of the Supplemented Assets being brought onto or removed from or located on the Premises.

### 6.4 **Use of Name**

The Receiver agrees that the Purchaser shall be entitled to the use of the name and trademark logos (if applicable) of " Erwin Hymer Group North America ", where necessary or desirable solely in order for the Purchaser to complete the liquidation sale of the Purchased Assets, in each case for the marketing and merchandising of the Assets; provided that the Purchaser shall not be entitled to use any of the intellectual property sold pursuant to the Roadtrek APA and set out on Schedule “E”. The Purchaser shall provide the Receiver with an advance copy of any proposed marketing and merchandising materials for the Receiver’s pre-approval, which approval may be withheld in its sole discretion.

### 6.6 **Roadtrek Purchased Assets**

The Purchaser will work cooperatively with the Receiver in its efforts to assist RT Acquisition Corp. in the segregation and movement of the assets purchased by RT Acquisition Corp. pursuant to the Roadtrek APA and to be moved to facilitate completion of the Roadtrek APA, with any discrepancies resolved in a commercially reasonable manner.

**ARTICLE 7  
GENERAL****7.1 Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or sent by prepaid courier with tracking facilities addressed as follows:

- (a) if to the Purchaser:                   Infinity Asset Solutions Inc.  
63 Maplecrete Road  
Concord, ON, L4K 1A5  
Attention: Bruce Lyle  
Email: [blyle@infinityassets.com](mailto:blyle@infinityassets.com)
- (b) if to the Vendor:                   Alvarez & Marsal Canada Inc.  
Royal Bank Plaza South Tower  
200 Bay Street, Suite 2900  
Toronto ON, M5H 3T4  
Attn: Stephen Ferguson  
Email: [sferguson@alvarezandmarsal.com](mailto:sferguson@alvarezandmarsal.com)
- with a copy to:                   Osler, Hoskin & Harcourt LLP  
(which copy shall be                   1 First Canadian Place  
required)                   100 King Street West, Suite 6200  
Toronto ON, M5X 1B8  
Attn: Tracy C. Sandler  
Email: [tsandler@osler.com](mailto:tsandler@osler.com)

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day); provided that any notice delivered or transmitted after 5:00 pm Eastern time shall be deemed to have been given and received on the next following Business Day. Any party may at any time change its

address for service from time to time by giving notice to the other party in accordance with this Section 7.1.

## 7.2 **Assignment**

This Agreement may not be assigned.

## 7.3 **Expenses**

Unless otherwise provided herein, the Receiver and the Purchaser shall be responsible for the expenses (including fees and expenses of legal advisors, accountants and other professional advisers) incurred by them, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the Transaction.

## 7.4 **Further Assurances**

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time after Closing at the expense of the requesting party for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Provided that upon the discharge of the Receiver as receiver and manager of the Company, the Receiver's obligations under this paragraph shall be at an end and the Receiver shall have no continuing obligation under this paragraph.

## 7.5 **Entire Agreement**

This Agreement, including all Schedules referenced herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No reliance is placed by any party hereto on any warranty, representation, opinion, advice or assertion of fact made by any party hereto or its directors, officers, employees or



agents, to any other party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included in this Agreement.

#### **7.6 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

#### **7.7 Currency**

All references to dollar amounts or “\$” in this Agreement are references to the lawful money of Canada.

#### **7.8 Rights Cumulative**

The rights and remedies of the parties hereunder are cumulative and not alternative.

#### **7.9 Receiver’s Capacity**

The Receiver is acting solely in its capacity as receiver and manager of the Company and shall have no personal or corporate liability under this Agreement.

#### **7.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties irrevocably attorns to the Courts of the Province of Ontario.

#### **7.11 Time of Essence**

Time shall be of the essence of every provision of this Agreement provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Purchaser.

## 7.12 Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile or electronic transmission in “pdf” format of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

**Infinity Asset Solutions Inc.**

Per:   
Name: Bruce Lyle  
Title: President  
I have authority to bind the Purchaser

**Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager of Erwin Hymer Group North America, Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name: Stephen Ferguson  
Title: Senior Vice-President  
I have authority to bind the Receiver

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement as of the date first written above.

**Infinity Asset Solutions Inc.**

Per: \_\_\_\_\_  
Name: Bruce Lyle,  
Title: President  
I have authority to bind the Purchaser

**Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager of Erwin Hymer Group North America, Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name: Stephen Ferguson  
Title: Senior Vice-President  
I have authority to bind the Receiver

**SCHEDULE "A"**

**Form of Approval and Vesting Order**

(Attached)

Court File No. CV-19-614593-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ●

)

MONDAY, THE 17<sup>th</sup>

JUSTICE ●

)

)

DAY OF JUNE, 2019

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**ORDER  
(Infinity Approval and Vesting)**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager (the “**Receiver**”) without security of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (“**EHGNA**” or the “**Debtor**”), for an Order approving the transaction (the “**Infinity Transaction**”) contemplated by the Agreement of Purchase and Sale dated as of June 10, 2019 appended as Appendix “H” to the Receiver’s Second Report (as hereinafter defined) (the “**Infinity APS**”) between the Receiver and Infinity Asset Solutions Inc. (the “**Purchaser**”) and vesting in the Purchaser the Debtor’s right,

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title and interest in and to the Purchased Assets (as defined in the Infinity APS) was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated June 10, 2019 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver, Corner Flag LLC, the Purchaser and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● affirmed June ●, 2019, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record be and are hereby abridged and validated, and this motion is properly returnable today.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Infinity APS or the Second Report.

### **APPROVAL OF INFINITY APS**

3. **THIS COURT ORDERS AND DECLARES** that the Infinity Transaction is hereby approved, and the execution of the Infinity APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Infinity Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased

Assets described in the Infinity APS shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including possessory liens), executions, levies, charges, warranties, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 15, 2019; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

(all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against such Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.



6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **GENERAL**

8. **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.

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## Schedule A – Form of Receiver’s Certificate

Court File No. CV-19-614593-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

B E T W E E N:

**CORNER FLAG LLC**

Applicant

– and –

**ERWIN HYMER GROUP NORTH AMERICA, INC.**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 15, 2019, Alvarez & Marsal Canada Inc. was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Erwin Hymer Group North America, Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated June ●, 2019, the Court approved the Agreement of Purchase and Sale dated as of June 10, 2019 (the “**Infinity APS**”) between the Receiver and Infinity Asset Solutions Inc. (the “**Purchaser**”), and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Infinity APS), which vesting is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Sections 4.1, 4.2 and 4.3 of the Infinity APS have been

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satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Infinity APS.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Infinity APS;
2. The conditions to Closing as set out in Sections 4.1, 4.2 and 4.3 of the Infinity APS have been satisfied or waived by the Receiver and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Receiver of the undertaking, property and assets of Erwin Hymer Group North America, Inc., and not in its personal capacity

Per: \_\_\_\_\_  
 Name:  
 Title:

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CORNER FLAG LLC  
Applicant

and

ERWIN HYMER GROUP NORTH AMERICA, INC.  
Respondent

Court File No. CV-19-614593-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

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**ORDER  
(Infinity Approval and Vesting)**

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**OSLER, HOSKIN & HARCOURT, LLP**  
Box 50  
1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

Tracy C. Sandler (LSO# 32443N)  
Tel: 416.862.5890

Jeremy Dacks (LSO# 41851R)  
Tel: 416.862.4923  
Fax: 416.862.6666

Counsel for the Receiver

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**SCHEDULE "B"****Non-Roadtrek Parts and Raw Material Inventory**

Purchased Assets include raw materials located at the Company Premises that are not subject to the Roadtrek APA. The Roadtrek APA includes all raw material and spare parts inventory for use in Roadtrek products including base materials, options, rework product, pop-tops, simplicity, research and development and inactive parts for after sale service relating to the forgoing, located in the Province of Ontario, including, without limitation, those spare parts used in connection with and otherwise required to service vehicles on Chevrolet chassis (collectively the **"Excluded Parts and Raw Material Inventory"**).

To the extent there are additional raw material items not contemplated, they may be included in Purchased Assets, subject to agreement between the Receiver and the Purchaser both acting reasonably.

- 2 -

**SCHEDULE "C"****Included Machinery and Equipment**

Purchased Assets include machinery and equipment located at the Company Premises that are not subject to the Roadtrek APA. For greater clarity, Schedule "D" outlines the excluded assets to be purchased by RT Acquisition Corp.

Purchased Assets include but are not limited to the below categories, for all items not subject to the Roadtrek APA:

- Warehouse and pallet racking, ladders, benches, cabinets, carts and other related items at the Reuter Facility, Guelph Facility, and Shirley Facility (excluding those items at the Tyler Facility);
- The hand tools, test equipment, and other related assets at the Premises, excluding the tools and test equipment required by RT Acquisition Corp.;
- The lighting and camera equipment, and the equipment contained in the photography lab;
- All office equipment, computers, printers, copiers, and other IT hardware, excluding the items required by RT Acquisition Corp.

To the extent there are additional fixed assets and equipment not listed below, they may be included in Purchased Assets, subject to agreement between the Receiver and the Purchaser both acting reasonably.

Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
GRIN-0104	EQ104	Bench Grinder	Trade Master	100 Shirley	01E90272	TMSL-185C
SAW-0105	EQ105	Horizontal Band Saw	Grizzly Industrial	100 Shirley	G9742	514629
SAW-0106	EQ106	Mitre Saw	Ridged	100 Shirley	MS1250LZ	U061844440
SAW-0109	EQ109	Band Saw	General International	100 Shirley	90-460MS	90640404
MILL-0115	EQ115	Vertical Mill	Bridgeport	100 Shirley	9.82E+04	4578910884
SAW-0116	EQ116	Vertical Steel Band Saw	Baxter Verticut	100 Shirley	115B	5838
SAW-0121	EQ121	Table Saw	Delta	100 Shirley	34-457	210763
PRES-0122	EQ122	Drill Press	Craftex	100 Shirley	TM12103	61993
SAW-0125	EQ125	Table Saw	Saw Stop	100 Shirley	CB53230	5160405
CNC-0128	EQ128	CNC Router Shoda	Shoda	100 Shirley	MAXXIM	W64A80601
SAND-0130	EQ130	Belt Sander	Progress	100 Shirley	PMC-150	B-903
SAW-0132	EQ132	Vertical Band Saw	Delta	100 Shirley	28-656	91A05616
SAW-0133	EQ133	Cut Off Saw	Makita	100 Shirley	2412N	299268E
SAW-0134	EQ134	Cut Off Saw	DeWalt	100 Shirley	DW713	131226
PRES-0138	EQ138	Drill Press	Ridged	100 Shirley	DP15501	BS083303270
GRIN-0139	EQ139	Bench Grinder	Delta	100 Shirley	23-660C	P9202 P9208

Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
HYTA-0143	EQ143	Hydraulic Lift Table	Venta Lift	100 Shirley		915930285
HYTA-0144	EQ144	Hydraulic Lift Table	Econo Lift	100 Shirley	LDL36-10TT	S02714-1
LILI-0145	EQ145	Lifeline, Self Retracting		100 Shirley		
MIST-0147	EQ147	Plexus Mix Station	Ingersoll Rand	100 Shirley	65465-B	J0297 003
GRIN-0148	EQ148	Bench Grinder	Ryobi	100 Shirley	BGH616	W0637151903
PRES-0149	EQ149	Drill Press	Ridged	100 Shirley	DP15501	AM 063156043
HOIS-0154	EQ154	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB-1261	8061743
HOIS-0155	EQ155	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB-1261	8061741
HOIS-0156	EQ156	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB-1261	8061742
HOIS-0157	EQ157	Hydraulic Hoist	Hydra Lift	100 Shirley	68CB	2933021
TIRE-0163	EQ163	Tire Installer/Chng	Coats	100 Shirley	RIM CLAMP 5060EX	308101361
TIRE-0164	EQ164	Lift Tire Balancer	Coats	100 Shirley	8.13E+06	302306152
TIRE-0165	EQ165	Lift Tire Swing Arm	Jib	100 Shirley		
HOIS-0167	EQ167	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB	2071785
HOIS-0168	EQ168	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB-1261	2071786
HOIS-0170	EQ170	Hydraulic Hoist	Rotary	100 Shirley	SM14C-001	KGM07G0004
HOIS-0171	EQ171	Hydraulic Hoist	Rotary	100 Shirley	SM14L-001	KGM07G0005
CRAN-0172	EQ172	Overhead Crane	Kito Corp	100 Shirley	CO881ULP	
CRAN-0173	EQ173	Overhead Crane	Kito Corp	100 Shirley	CO881ULP	
HOIS-0174	EQ174	Hydraulic Hoist	Hydra Lift	100 Shirley	68CB	2933067
HOIS-0175	EQ175	Hydraulic Hoist	Rotary	100 Shirley	SM14L-001	KGM07G0003
CRAN-0177	EQ177	Overhead Crane	Kito Corp	100 Shirley		
CRAN-0178	EQ178	Overhead Crane	Kito Corp	100 Shirley		
HOIS-0179	EQ179	Hydraulic Hoist	Hydra Lift	100 Shirley	89CB-1261	8061740
HOIS-0180	EQ180	Hydraulic Hoist	Rotary	100 Shirley	SMO-14	KGI07L0012
SAW-0183	EQ183	Band Saw	Delta	100 Shirley	52-704	94K91399
DETE-0186	EQ186	Carbon Monoxide Detector	MSA	100 Shirley	ALTAIR2X	125956
HOIS-0189	EQ189	Hydraulic Hoist	Hydra Lift	100 Shirley	89-1261	6040321
HOIS-0190	EQ190	Hydraulic Hoist	Rotary	100 Shirley	SM14N102Y	KSC15B0020
HOIS-0191	EQ191	Hydraulic Hoist	Rotary	100 Shirley	SM14N102Y	KSB15B0022
HOIS-0192	EQ192	Hydraulic Hoist	Rotary	100 Shirley	SM14N102Y	KSB15B0021
SAW-0195	EQ195	Cut Off Saw	Makita	100 Shirley	Ls1017L	44899
SAW-0196	EQ196	Mitre Saw	DeWalt	100 Shirley		112000



Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
HOIS-0198	EQ198	Overhead Hoist	Kito Corp	100 Shirley		
CRAN-0214	EQ214	Overhead Jib Crane	Kito Corp	100 Shirley		
MILL-0221	EQ221	Milling Machine	First	100 Shirley	LC1-2VS	30332541
SAW-0223	EQ223	Cut Off Saw	Ryobi	100 Shirley		J16431D0179126
SRUB-0230	EQ230	Portable Scrubber	Tennant	100 Shirley	910-3610	DQCP360505011170
LIFT-0241	EQ241	Semi-Electric Stacker	Vestil	100 Shirley	SL-118-AA	161447
HYTA-0250	EQ250	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0251	EQ251	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0252	EQ252	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0253	EQ253	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0254	EQ254	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0255	EQ255	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0256	EQ256	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0257	EQ257	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0258	EQ258	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0259	EQ259	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0260	EQ260	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
HYTA-0261	EQ261	Hydraulic Lift Table	Econo Lift	100 Shirley		
HYTA-0262	EQ262	Hydraulic Lift Table	Econo Lift	100 Shirley		
HYTA-0263	EQ263	Hydraulic Lift Table	Econo Lift	100 Shirley		
HYTA-0266	EQ266	Hydraulic Lift Table	Optimist Lift 2K	100 Shirley	Bishamon	
DEFI-0287	EQ287	AED Defibrillator	Lifepak CR*Plus	100 Shirley		34704247
DEFI-0288	EQ288	AED Defibrillator	Lifepak CR*Plus	100 Shirley		34704252
DEFI-0289	EQ289	AED Defibrillator	Lifepak CR*Plus	100 Shirley		46554861
MILL-0303	EQ303	Vertical Milling Machine	First	100 Shirley	LG 1 1/2 VS	60933816
WELD-0323	EQ323	Tig Welder	Lincoln	100 Shirley	Precision Tig 275	U1040622960
WELD-0324	EQ324	Mig Welder	Panasonic	100 Shirley	Gunslinger 260	1999E2633
WELD-0325	EQ325	Mig Welder	Panasonic	100 Shirley	Gunslinger 260	199902995
WELD-0326	EQ326	Mig Welder	Hobart	100 Shirley	Betamig 250	91WS24523
WELD-0327	EQ327	Mig Welder	Hobart	100 Shirley	Betamig 250	93WS01573
WELD-0328	EQ328	Mig Welder	Hobart	100 Shirley	Betamig 250	93WS524711
WELD-0329	EQ329	Mig Welder	Hobart	100 Shirley	Betamig 250	394WS32946
WELD-0330	EQ330	Mig Welder	Hobart	100 Shirley	Betamig 250	394WS39168

Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
WELD-0333	EQ333	Tig Welder	Lincoln	100 Shirley	PowerMig 180C	M3070910456
WELD-0334	EQ334	Mig Welder	Panasonic	100 Shirley	Gunslinger 260	19903024
CUTT-0335	EQ335	Plasma Cutter	Esab	100 Shirley	J121	J2215044
WELD-0336	EQ336	Mig Welder	Panasonic	100 Shirley	Gunslinger 260	2000S3179
WELD-0337	EQ337	Tig Welder	Lincoln	100 Shirley	Power Mig 255C	U1070500979
CUTT-0338	EQ338	Plasma Cutter	Esab	100 Shirley		J220065
CUTT-0339	EQ339	Plasma Cutter	Esab	100 Shirley		J416138
COMP-0341	EQ341	Compressor	Quincy	100 Shirley	QGV-75	UTY301792
COMP-0342	EQ342	Compressor	Quincy	100 Shirley	QGV-50	UTY301791
HYTA-0371	EQ371	Hydraulic Lift Table	Bishamon Lift 2K	100 Shirley	L2K-3648	
WABU-0430	EQ430	Water Buffalo	Erwin Hymer Group	100 Shirley		
WABU-0431	EQ431	Water Buffalo	Erwin Hymer Group	100 Shirley		
WABU-0432	EQ432	Water Buffalo	Erwin Hymer Group	100 Shirley		
DRYE-0465	EQ465	Dryer	Ingersoll Rand	100 Shirley	TMS0380	TMS0380-0603/8157
DRYE-0466	EQ466	Dryer	Friulair	100 Shirley	ACT250U-2	90011216
	EQ473	Overhead Crane	Momo Rail	100 Shirley		
	EQ302	Eyewash		100 Shirley		
	EQ101	Eyewash		100 Shirley		
	EQ478	Dust Collector	Murphy	100 Shirley		
	EQ486	Bench Grinder	Dewalt	100 Shirley	DW756	2018-03-YL56236
	EQ487	Mitre Saw	Makita	100 Shirley	LS1017L	49406
	EQ488	Bench Grinder	King	100 Shirley	KC-690L	16101740
	EQ494	Eurovac	Eurovac	100 Shirley	SYS-0040-111	18918
	EQ495	Eurovac	Eurovac	100 Shirley	SYS-050-180-2	21347-2
	EQ496	F berglass Shop Machine		100 Shirley	FRP-GC-XC-C11: 1-N-NHT-25	N1211A/00047
	EQ507	Eurovac	Eurovac	100 Shirley	SYS-050-180-M	21347-1
HOIS-0182	EQ182	Hydraulic Hoist	Hydra Lift	100 Shirley	68CB	293066
DEFL-0292	EQ292	AED Defibrillator	Lifepak CR*Plus	100 Shirley		42657330
		Pallet Truck		100 Shirley		
		Pallet Truck		100 Shirley		
		Pallet Truck		100 Shirley		
CNC-0140	EQ140	CNC 3 Axis	Komo	Reuter Drive	510 LH MHS	57991-10-08

Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
SAW-0209	EQ209	Cut Off Saw	DeWalt	Reuter Drive	dws709	81943
DECO-0213	EQ213	Decoiler	Colt	Reuter Drive	CHDR-1000-60-U	120-1020(120-1236)
HOIS-0227	EQ227	Hydraulic Hoist	Rotary	Reuter Drive	SM14N101BYBL	KVM17B0004
HOIS-0228	EQ228	Hydraulic Hoist	Rotary	Reuter Drive	SM14N101BYBL	KVM17B0003
HOIS-0229	EQ229	Hydraulic Hoist	Rotary	Reuter Drive	CR14N100BYBL	OPC17D0017
HOIS-0231	EQ231	Hydraulic Hoist	Forward Lift	Reuter Drive	CR14N100BYBL	OPC17D0008
HOIS-0232	EQ232	Hydraulic Hoist	Forward Lift	Reuter Drive	CR14N100BYBL	OPC17D0013
HOIS-0233	EQ233	Hydraulic Hoist	Forward Lift	Reuter Drive	CR14N100BYBL	OPC17D0012
HOIS-0234	EQ234	Hydraulic Hoist	Forward Lift	Reuter Drive	CR14N100BYBL	OPC17D0007
SAW-0236	EQ236	Cut Off Saw	Milwaukee	Reuter Drive	6177-20	C77A916043313
CRAN-0242	EQ242	Overhead Jib Crane		Reuter Drive		482372
TIRE-0244	EQ244	Tire Changer	Coats	Reuter Drive	70X -EH-3	
TIRE-0245	EQ245	Tire Balancer	Coats	Reuter Drive	1500 3D Balancer	1703307855
HYTA-0247	EQ247	Hydraulic Lift Table	Optimist Lift 2K	Reuter Drive	Bishamon	
HYTA-0248	EQ248	Hydraulic Lift Table	Optimist Lift 2K	Reuter Drive	Bishamon	
HYTA-0264	EQ264	Hydraulic Lift Table	Econo Lift	Reuter Drive		
SAW-0274	EQ274	Chop Saw	DeWalt	Reuter Drive	DWX723	316867
SAND-0278	EQ278	Belt Sander	Kalamazoo	Reuter Drive	S4	
CRAN-0284	EQ284	A-Frame Crane	Kito Corp	Reuter Drive	Wallace Crane	447855
CRAN-0290	EQ290	Overhead Jib Crane		Reuter Drive		490377
CNC-0301	EQ301	CNC 5 Axis	Komo	Reuter Drive	Xtreme 510 5 Axis	01264-17
CRAN-0304	EQ304	A-Frame Crane	Kito Corp	Reuter Drive	Wallace Crane	M871-215-15AC
CRAN-0305	EQ305	A-Frame Crane	Kito Corp	Reuter Drive	Wallace Crane	M871-215-15AC
PRES-0390	EQ390	Drill Press	Power fist	Reuter Drive	8.71E+06	20171105025
TABL-0450	EQ450	Lift Table	Lift 2K	Reuter Drive	L2K-3648	1810429
	EQ490	Garbage Compactor		Reuter Drive	225U	51423766
	EQ491	Cardboard Compactor		Reuter Drive	RJ-225U	51423768
	EQ492	Steel Rolling Machine	Akyapak	Reuter Drive	ASM-S 170-157	M170-299
SAW-0111	EQ111	Mitre Saw	Ridged	Guelph	4.12E+03	Z407 8819
SAW-0120	EQ120	Band Saw	Trade Master	Guelph	TMWA-14DM	0IE87-317
PRES-0137	EQ137	Drill Press	Power Fist	Guelph	16 SPEED FLOOR DRILL PRESS	ZJ4116H
VAFO-0153	EQ153	Vacuform Large	Plasti-Vac Inc.	Guelph	408DPA	P408DPA-1913-102

Grouping #	EQ#	Equipment Name	Make	Location	Model	Serial Number
SAW-0199	EQ199	Table Saw	Ridged 10"	Guelph	R4512	EM143459731
SAW-0200	EQ200	Mitre Saw	Ridged 10"	Guelph	R4120	Z140788145
GRIN-0217	EQ217	Bench Grinder	Trade Master	Guelph	TMGA-1500	01E88 14705
WELD-0331	EQ331	Mig Welder	Hobart	Guelph	Betamig 250	91WS06135
VAFO-0377	EQ377	Vacuum Former	Maac	Guelph	C128S-L	4294
COMP-0404	EQ404	Compressor	Quincy	Guelph	QGDV30P	ITJ161269
COMP-0405	EQ405	Compressor	Quincy	Guelph	QGDV30P	ITJ161266
DRYE-0406	EQ406	Dryer	Friulair	Guelph	ACT200ES-UE	18R001195
DRYE-0407	EQ407	Dryer	Friulair	Guelph	ACT200ES-UE	18R015493
SAW-0418	EQ418	VERTICAL BAND SAW	Steel City	Guelph	20-500S3	18200067
HYTA-0422	EQ422	Hydraulic lift table	Optimist Lift 2K	Guelph	L2K-3648	1809308
HYTA-0423	EQ423	Hydraulic lift table	Optimist Lift 2K	Guelph	L2K-3648	1809304
HYTA-0424	EQ424	Hydraulic lift table	Optimist Lift 2K	Guelph	L2K-3648	
HYTA-0425	EQ425	Hydraulic lift table	Optimist Lift 2K	Guelph	L2K-3648	
SAND-0429	EQ429	Belt Sander	STEEL CITY	Guelph	50-340	17500138
	EQ477	Protek SR30V		Guelph		1190X20084
		Tumble Test 11, Model TT5-5 x 1000	Heina	Reuter Drive		
		2019 T/A Equipment Trailer	Forest River	Reuter Drive		
		Smart Auto Pallet Wrapping Machine	Wulftec MJ Mallis	Reuter Drive		
		Parts Storage Retrieval System (one complete, two in parts)	Remstar	Reuter Drive		
		Main Kitchen and Cafeteria Areas (excluding freezer)		Reuter Drive		
		Epilog Laser Helix		Reuter Drive		
		Edgebanding Machine	Brandt	Reuter Drive		

**SCHEDULE "D"****Excluded Machinery and Equipment**

Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
SAW-0103	EQ103	Band Saw	Akhurst	Plant 5	SR600	M350
ROUT-0107	EQ107	Inverted Router	C.R. Onsrud	Plant 3	E3025	9330850
BAND-0110	EQ110	Edge Bander	Brandt	Plant 3	OPTIMAT KD 82	BV1920392
LATH-0117	EQ117	Steel Lathe	Colchester	Plant 1	STUDENT 1800	
PRES-0118	EQ118	Drill Press	Delta	Plant 3	70-200C	R9625
GRIN-0127	EQ127	Wood Grinder	Challenger	Plant 1	HNF362	
ROUT-0129	EQ129	Inverted Router	C.R. Onsrud	Plant 3	E3025	30961217
IRON-0131	EQ131	Iron Worker	The Cleveland Steel Tool Co.	Plant 1	CST 30 TON	1433003
LIFT-0150	EQ150	Vacuum Assist Lift	Anver	Plant 4	VPFL4-30-AIR	
LIFT-0151	EQ151	Vacuum Assist Lift	Schmalz	Plant 1	750-E	20312839-10
FOLI-0158	EQ158	Forklift	Komatsu	Plant 1	FQ-25T-12	
FOLI-0160	EQ160	Forklift	Komatsu	Plant 5	FR15S-1A	FR15S-1A-02032
FOLI-0161	EQ161	Forklift	Hyundai	Plant 5	25LC-7A	HHKHHC88VC0000393
HOIS-0169	EQ169	Hydraulic Hoist	Hydra Lift	Plant 4	.	12991620
HOIS-0176	EQ176	Hydraulic Hoist	Rotary	Plant 4	SM14L-001	KGM07G0002
n/a	EQ188	Rivets	Henrob	Plant 1	.	.
SAW-0193	EQ193	Saw Band	King	Plant 1	KC-914h	14L0048
PRES-0194	EQ194	Break Press Htd.	LVD	Plant 1	PPS 80/25	120785
SAW-0197	EQ197	Chop Saw	Baileigh	Plant 1	AS-350M	A14081432
VAFO-0201	EQ201	Shuman Vac Former	Shuman	Plant 5	DJXH	1474
HOIS-0206	EQ206	Hydraulic Hoist	Rotary	Plant 4	SM14N101BYBL	KVM16E0003
SAW-0207	EQ207	Cold Cut Saw	Dake	Plant 1	974315-24.j	1380164
SAW-0208	EQ208	Table Saw	Saw Stop	Plant 3	.	
FOLI-0210	EQ210	Lift Truck	Raymond	Plant 3	540-opc30jt	540-07-a04208
FOLI-0211	EQ211	Lift Truck	Raymond	Plant 3	et-r35tt	et-10-ff20157
FOLI-0212	EQ212	Lift Truck	Raymond	Plant 4	550-opc30tt	550-11-a1c988
SAW-0215	EQ215	Cold Cut Saw	Soco	Plant 1	MC 350 FA-DR	1112MC2350D053
GRIN-0218	EQ218	Plastic Grinder	Rotogran	Plant 5	Shorgu	
SRUB-0222	EQ222	Scrubber	Tennant	Plant 3	T7	T7-10852027
SRUB-0225	EQ225	Floor Scrubber Rider	Tennant	Plant 4	T16	T16-27285
LIFT-0226	EQ226	Scissor Lift	SkyJack	Plant 3	SJ3220	60001810
SABL-0237	EQ237	Sandblasting Cabinet	Canbuilt Blast	Plant 1	ECAB5.DB 13	MS.32B1.0198
JACK-0238	EQ238	1/2 ton Hydraulic jack	Blackhawk	Plant 4	ATO73096	SS160704060
JACK-0239	EQ239	10 Ton Service Jack	Canbuilt	Plant 4	BH6011	
SAW-0240	EQ240	Table Saw	SawStop	Plant 3	ICS53600	1162801419
SAW-0243	EQ243	Cut Off Saw	DeWalt	Plant 3	DW713	301846
SAND-0246	EQ246	Belt Sander	Kalamazoo	Plant 3	S612	3170221
HYTA-0265	EQ265	Hydraulic Lift Table	Econo Lift	Plant 4	.	
HYTA-0267	EQ267	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
HYTA-0268	EQ268	Hydraulic Lift Table	Econo Lift	Plant 4	.	

Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
HYTA-0269	EQ269	Hydraulic Lift Table	Econo Lift	Plant 4	.	
HYTA-0270	EQ270	Hydraulic Lift Table	Econo Lift	Plant 3	.	
HYTA-0271	EQ271	Hydraulic Lift Table	Econo Lift	Plant 3	.	
SAW-0272	EQ272	Band Saw	Baxter Verticut	Plant 3	115-C	6516
SAW-0273	EQ273	Band Saw	Baxter Verticut	Plant 3	280-S	6540
SAW-0276	EQ276	Band Saw	Palmgren	Plant 3	9683115	1701025
VANT-0277	EQ277	Van Tugger	Westco Industrial	Plant 1	ESPL-80-2424	161797
ROUT-0279	EQ279	Table Router	DeWalt-Steel City Table	Plant 1	.	
HOIS-0280	EQ280	Hydraulic Hoist	Rotary	Plant 3	CR14N100BYBL	OPC1710010
HOIS-0281	EQ281	Hydraulic Hoist	Rotary	Plant 4	CR14N100BYBL	OPC1710009
HOIS-0282	EQ282	Hydraulic Hoist	Rotary	Plant 4	CR14N100BYBL	OPC1710007
HYTA-0285	EQ285	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
HYTA-0286	EQ286	Hydraulic Lift Table	Optimist Lift 2K	Plant 4	Bishamon	
BAND-0291	EQ291	Edge Bander	Vector Revolution 180	Plant 3	Revolution 180	170559
SAW-0293	EQ293	Mitre Saw	DeWalt	Plant 3	DW713	358135
WAJE-0294	EQ294	Waterjet	Maxiem	Plant 3	1530 Maxiem	400912
DUCO-0295	EQ295	Dust Collector	Steel City	Plant 3	80 -210 S3	178000030
DRYE-0297	EQ297	Dryer	Friulair	Plant 4	ACT350ES-UE	17R012031
DRYE-0298	EQ298	Dryer	Friulair	Plant 4	ACT350ES-UE	17R02506
COMP-0299	EQ299	Compressor	Quincy	Plant 4	QGV-60	UTY305150
COMP-0300	EQ300	Compressor	Quincy	Plant 4	QGV-50	UTY305254
MILL-0302	EQ302	Vertical Mill	First Long Chang	Plant 3	L01-1/2V5	60933817
CRAN-0306	EQ306	A-Frame Crane	Kito Corp	Plant 4	Wallace Crane	M871-215-15AC
CRAN-0307	EQ307	A-Frame Crane	Kito Corp	Plant 4	Wallace Crane	M871-215-15AC
FOLI-0309	EQ309	Towmotor	Heli	Plant 3	CPD25	050251K6115
FOLI-0310	EQ310	Electric Pump Truck	Raymond	Plant 3	102T-F45L	102-06-06813
HYTA-0312	EQ312	Hydraulic lift table	Bishamon Lift 2K	Plant 3	L2K-3648	171239
HYTA-0313	EQ313	Hydraulic lift table	Bishamon Lift 2K	Plant 3	L2K-3648	180134
HYTA-0314	EQ314	Hydraulic lift table	Bishamon Lift 2K	Plant 4	L2K-3648	1804330
HYTA-0315	EQ315	Hydraulic lift table	Bishamon Lift 2K	Plant 4	L2K-3648	1804331
CNC-0316	EQ316	CNC 3 Axis	Komo	Plant 3	Fusion XL 612	01306-17
CNC-0317	EQ317	CNC 3 Axis	Komo	Plant 3	Fusion XL 612	01307-17
TABL-0318	EQ318	Down Draft Table	Pyradia	Plant 3	3636DT	2007-04-21799-1
WELD-0319	EQ319	Tig welder	Lincoln	Plant 3	275 Precision	U1170907142
WELD-0320	EQ320	Mig welder	Lincoln	Plant 3	256 Power Mig	M3170909828
CRIM-0321	EQ321	Crimper	Schleuniger	Plant 3	UniCrimp 100	001712-2017
CUTT-0340	EQ340	Plasma Cutter	Esab	Plant 1	.	J416136
SAND-0343	EQ343	Edge Sander	Steel City	Plant 3	50-340	16500053
HYTA-0369	EQ369	Hydraulic lift table	Bishamon Lift 2K	Plant 4	L2K-3648	
HYTA-0372	EQ372	Hydraulic Lift Table	Bishamon Lift 2K	Plant 3	L2K-3648	








Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
FOLI-01374	EQ374	Forklift	Heli	Plant 1	CPYD25C-M2H	19893-05
DUCO-0375	EQ375	Dust Collector	NR Murphy	Plant 3	05-17-J170476	
VAFO-0376	EQ376	Vacuum Former	Maac	Plant 5	C128S-L	4295
HOIS-0378	EQ378	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0011
HOIS-0379	EQ379	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0010
HOIS-0380	EQ380	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0004
HOIS-0381	EQ381	Hydraulic Hoist	Forward Lift	Plant 4	CR14	OPC18D0008
GRIN-0382	EQ382	Grinder Surface	Chevalier	Plant 3	FSG-618M	FA3185015
PUMP-0383	EQ383	Pump	Spaltech Industrial	Plant 5	D-3418-5X	18-04-0005
CHIL-0384	EQ384	Chiller	Temperature Corp.	Plant 5	ACP-15DZV-SP	0318-2344
PUMP-0385	EQ385	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API64652
PUMP-0386	EQ386	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API64642
PUMP-0387	EQ387	Vacuum Pump	Atlas Copco	Plant 3	GH8 900VSD	API851268
HYTA-0388	EQ388	Hydraulic Lift table	Bishamon	Plant 3	L2K-3648	
HYTA-0389	EQ389	Hydraulic Lift table	Bishamon	Plant 3	L2K-3648	
SAW-0391	EQ391	Bandsaw	Steel City	Plant 3	20-400S1	17200049
EYEW-0392	EQ392	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
EYEW-0393	EQ393	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
EYEW-0394	EQ394	Eyewash	Porta Stream II	Plant 4	H-1142 (Uline)	
CRAN-0395	EQ395	A-Frame Crane	Kito Corp	Plant 4	M871-215-15SC	
LIFT-0396	EQ396	Battery Lift	Lift o Flex	Plant 3	20000	20000-130703
SAW-0397	EQ397	Chop Saw	DeWalt	Plant 4	DW713	424616
DEFI-0398	EQ398	AED Def brillator	Lifepak CR*Plus	Plant 4		46573888
DEFI-0399	EQ399	AED Def brillator	Lifepak CR*Plus	Plant 4		46573897
FOLI-0400	EQ400	Forklift	Raymond	Plant 4	311-5-R40TT	301F 90 14954
FOLI-0401	EQ401	Forklift	Manitou	Plant 4	M1-25-G	14185
FOLI-0402	EQ402	Forklift	Heli	Plant 4	CPYD3C-M1H	230301N8074
FOLI-0403	EQ403	Forklift	Raymond	Plant 4	EASI R40TT	EZ-A-01-19022
HYTA-0408	EQ408	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809306
HYTA-0409	EQ409	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809307
HYTA-0410	EQ410	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809309
HYTA-0411	EQ411	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809305
HYTA-0412	EQ412	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809310
HYTA-0413	EQ413	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809311
HYTA-0414	EQ414	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809312
HYTA-0415	EQ415	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809313
HYTA-0416	EQ416	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809303
HYTA-0417	EQ417	Hydraulic lift table	Optimist Lift 2K	Plant 4	L2K-3648	1809307
PRES-0419	EQ419	Door Hinge Drill Press	Hettich	Plant 3	BLUE MAX MINI	225208801H0013

Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
SAW-0421	EQ421	Bandsaw	Cantek	Plant 3	HB-600R	13862
DUCO-0427	EQ427	Dust Collector	Steel City	Plant 5	80-210S3	17800012
HOIS-0428	EQ428	Hydraulic Hoist	Rotary	Plant 4	CR14N201BYBL	OA218F0008
WABU-0433	EQ433	Water Buffalo	Erwin Hymer Group	Plant 4	.	
WABU-0434	EQ434	Water Buffalo	Erwin Hymer Group	Plant 4	.	
PRES-0435	EQ435	Drill Press	Steel City	Plant 4	40-130S1	18400156
SAW-0436	EQ436	Chop Saw	Rigid	Plant 4	R41422	KF17503D0525668
GRIN-0438	EQ438	Bench Grinder	Unknown	Plant 4	8712127	17060298
LIFT-0439	EQ439	Vacuum Lift	Unknown	Plant 4	VPFL-4-20-AIR-L	S0180012034
FOLI-0443	EQ443	Forklift	Heli	Plant 4	CRYD25C-M2H	230251S7417
SAW-0445	EQ445	Table Saw	Sawstop	Plant 5	ICS53600	I183702235
SNOB-0447	EQ447	Snowblower	Toro	Plant 1	37799	404423589
LIFT-0448	EQ448	Mobile scissor style Lift Cart	Presto	Plant 1	XBP36-10	V59337-1/1281707-1
LIFT-0449	EQ449	Mobile scissor style Lift Cart	Presto	Plant 1	WBP36-15	V62496-2/1298480-1
TABL-0451	EQ451	Lift Table	Lift 2K	Plant 3	L2K-3648	1810435
TABL-0452	EQ452	Lift Table	Lift 2K	Plant 3	L2K-3648	1810431
TABL-0453	EQ453	Lift Table	Lift 2K	Plant 3	L2K-3648	1810432
TABL-0454	EQ454	Lift Table	Lift 2K	Plant 3	L2K-3648	1810433
TABL-0455	EQ455	Lift Table	Lift 2K	Plant 3	L2K-3648	1810434
TABL-0456	EQ456	Lift Table	Lift 2K	Plant 3	L2K-3648	1810430
FOLI-0457	EQ457	Forklift	Doosan	Plant 4	BR20SP-7	FRAOK-1960-00138
HOIS-0458	EQ458	Hydraulic Hoist	Hydra Lift	Plant 4	CR14N201Y	OPY18G0014
HOIS-0459	EQ459	Hydraulic Hoist	Rotary	Plant 4	CR14N201Y	OPY18G0015
ROUT-0460	EQ460	Table Router	Dewalt	Plant 3	Dewalt	8374
SAW-0461	EQ461	Band Saw	STEEL CITY	Plant 4	20-400S1	18200082
LIFT-0462	EQ462	Scissor Lift	SkyJack	Plant 4	SJ1114626	700039445
PUMP-0472	EQ472	Vacuum Pump Komo	Quincy	Plant 3	QSV-40	UN74144
FOLI-01617	PL1617	Forklift	Heli	Plant 1	CPYD25-RC3G	230251S1579
n/a	EQ474	Defibrillator	Lifepak CR*Plus	Plant 5		46573930
n/a	EQ475	Defibrillator	Lifepak CR*Plus	Plant 5		46573881
n/a	EQ479	Water Buffalo	Unknown	Plant 3		
n/a	EQ480	Wire Stripper	Schleuniger	Plant 3	Unistrip2300	8867
n/a	EQ481	Bending Brake	Ruper Whitney	Plant 3	UH16	1414-1-93
n/a	EQ482	Hydraulic Press 12 ton	Unknown	Plant 1		8150930
n/a	EQ483	Rotary Tumbler	Unknown	Plant 1	C40PRO	
n/a	EQ484	Rivit Machine	Yoshikawa	Plant 1	US-15050-2	302703
n/a	EQ485	Foot Shear	Grizzly Industrial	Plant 1		100417
n/a	EQ493	Plasma Cutter	Esab	Plant 1		J720100
n/a	EQ497	Fume Exhaust	Nederman	Plant 1	12624045	04100-00
n/a	EQ498	Fume Exhaust	Nederman	Plant 1	12653563SP	16261-00
n/a	EQ499	Down Draft Table	Pyradia Belfab	Plant 1	3672 DT	2002 01 22 8034



Grouping #	Equipment #	Equipment Name	Make	Equipment Location	Model	Serial #
n/a	EQ500	Power Washer	Unknown	Plant 1	330	0604Z039
n/a	EQ501	Freon Charger	CPS Products Inc.	Plant 1	FX3030	FX3030-18080358
n/a	EQ502	Battery Lift	Unknown	Plant 1	GL4-BR	395627
n/a	EQ503	Electrical Lift	Wesco	Plant 1	PCBFL-76-25	169963
n/a	EQ504	Cardboard Compactor	Unknown	Plant 4		37G814469881
n/a	EQ505	Garbage Compactor	Unknown	Plant 4		37A022Y698H2
n/a	EQ506	Bench Grinder 6"	Titan	Plant 4		55683 SM

**SCHEDULE "E"****Roadtrek IP**

Trade Mark Name	Designated Territory	Registration Number	Graphic Representation
ROADTREK (Wort-/Bildmarke)	EM		
ROADTREK (Wort-/Bildmarke)	CH	690206	
Badge Design (Bildmarke)	CA	TMA690985	
COACH CONNECT	CA	TM935828	N/A
HOME & PARK	CA	TMA328685	N/A
ROADTREK	CA	TMA257083	N/A
ROADTREK (Wort-/Bildmarke)	CA	TMA904986	
ROADTREK (Wort-/Bildmarke)	JP	5711391	
THE FUEL EFFICIENT MOTORHOME YOU'LL LOVE TO DRIVE!	CA	TMA723531	N/A
THE MOTOR HOME THAT DRIVES LIKE AN SUV.	CA	TMA626028	N/A
COACH CONNECT	US	5121701	N/A
ROADTREK	US	1443030	N/A

Trade Mark Name	Designated Territory	Registration Number	Graphic Representation
ROADTREK (Wort-/Bildmarke)	US	4887569	
THE FUEL EFFICIENT MOTORHOME YOU'LL LOVE TO DRIVE!	US	3618009	N/A
ECOTREK TECHNOLOGY BY ROADTREK (Wort-/Bildmark)	US	88/177,976	
HOME & PARK	US	1444035	N/A

**SCHEDULE "F"****Trailers**

Trailer and trailer parts inventory located on the Premises not previously sold to dealers or customers are included in Purchased Assets.

To the extent there are additional trailers or trailer parts not listed below that are not otherwise subject to a sales agreement, they may be included in Purchased Assets, subject to agreement between the Receiver and the Purchaser both acting reasonably.

ID #	Location	VIN 8	VIN	Unit Type	Pmt Status
T13	25 Reuter Drive	JC000012	No VIN	WIP	Not Paid
T112	25 Reuter Drive	KC000101	2EWHGAD14KC000101	FG	Not Paid
T68	25 Reuter Drive	KC000135	2EWHGAD1XKC000135	FG	Not Paid
T13	25 Reuter Drive	JC000012	2EWHGAD17JC000012	WIP	Not Paid
T131	25 Reuter Drive	KC000120	2EWHGAD18KC000120	FG	Not Paid
T115	25 Reuter Drive	KC000104	2EWHGAD1XKC000104	FG	Not Paid
T5	25 Reuter Drive	JC000004	2EWEGAD14JC000004	WIP	Not Paid
T29	25 Reuter Drive	JC000031	2EWHGAD10JC000031	WIP	Not Paid
T31	25 Reuter Drive	JC000033	2EWHGAD14JC000033	WIP	Not Paid
T8	25 Reuter Drive	JC000007	2EWHGAD13JC000007	WIP	Not Paid
T30	25 Reuter Drive	JC000032	2EWHGAD12JC000032	WIP	Not Paid
T25	25 Reuter Drive	JC000024	2EWHGAD13JC000024	WIP	Not Paid
T23	25 Reuter Drive	JC000022	2EWHGAD1XJC000022	WIP	Not Paid
T41	25 Reuter Drive	JC000043	2EWHGAD17JC000043	WIP	Not Paid
L2	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L3	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L4	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L5	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L6	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L7	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L8	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L9	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L10	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L11	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L12	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L13	25 Reuter Drive	No VIN	No VIN	Demo	Not Paid
L14	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L15	25 Reuter Drive	No VIN	No VIN	WIP	Not Paid
L16	25 Reuter Drive	No VIN	No VIN	R&D	Not Paid
L17	25 Reuter Drive	No VIN	No VIN	R&D	Not Paid
L18	25 Reuter Drive	No VIN	No VIN	R&D	Not Paid

**SCHEDULE "G"****Other Excluded Assets**

For greater certainty, notwithstanding any provision of this Agreement to the contrary, the Purchased Assets shall exclude any Property of the Company that is specifically listed in Schedule "D", together with the following excluded Property (collectively, the "**Excluded Assets**"):

Excluded Parts and Raw Material Inventory – as defined in Schedule "B";

Excluded RV Inventory – all of the Company's class B recreational vehicle inventory, including all raw chassis, work in progress and finished product recreational vehicles, wherever situated and in whatever condition;

Excluded Leasehold Improvements – any improvements and fixtures located on any of the Premises;

Excluded Furniture – furniture and workstations as reasonably required by RT Acquisition Corp., pursuant to the Roadtrek APA.

Foreign Assets – all products and material found at any location previously owned, operated or controlled by the Company outside of the Province of Ontario;

Jeeps – all Jeep Wranglers located at the Premises or elsewhere, whether unmodified, modified or otherwise altered in any way; and

Trailers – any work in progress or finished trailer that is not explicitly included in Schedule "F".

# TAB I

**CONFIDENTIAL APPENDIX "A"**

**Sales Process Bid Summary**

# TAB J



**CONFIDENTIAL APPENDIX “B”**

**Liquidation Bid Summary**

# TAB K

**CONFIDENTIAL APPENDIX "C"**

**Unredacted Terms of Roadtrek APA, La Mesa Bill of Sale and Infinity APA**