

**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**

**MOTION RECORD OF ALVAREZ & MARSAL CANADA INC.,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ERWIN  
HYMER GROUP NORTH AMERICA, INC.  
(Motion Returnable June 17, 2019)**

**Volume 1 of 2**

June 10, 2019

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto, ON 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

**TO: THE SERVICE LIST**

**AND TO: THE SUPPLEMENTAL SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

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– and –

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**SERVICE LIST**

(as at June 10, 2019)

<b><u>PARTY</u></b>	<b><u>CONTACT</u></b>
<b>BLAKE, CASSELS &amp; GRAYDON LLP</b> Commerce Court West 199 Bay Street, Suite 4600 Toronto, ON M5L 1A9  Fax: 416.863.2653  Counsel to the Applicant	<b>Pamela L.J. Huff</b> Tel: 416.863.2958 Email: <a href="mailto:pamela.huff@blakes.com">pamela.huff@blakes.com</a>  <b>Linc Rogers</b> Tel: 416.863.4168 Email: <a href="mailto:linc.rogers@blakes.com">linc.rogers@blakes.com</a>  <b>Aryo Shalviri</b> Tel: 416.863.2962 Email: <a href="mailto:aryo.shalviri@blakes.com">aryo.shalviri@blakes.com</a>  <b>Vanja Ginic</b> Tel: 416.863.3278 Email: <a href="mailto:vanja.ginic@blakes.com">vanja.ginic@blakes.com</a>  <b>Caitlin McIntyre</b> Tel: 416.863.4174 Email: <a href="mailto:caitlin.mcintyre@blakes.com">caitlin.mcintyre@blakes.com</a>

<p><b>ALVAREZ &amp; MARSAL CANADA INC.</b>  200 Bay Street, Suite 2900  Royal Bank South Tower  Toronto ON  M5J 2J1</p> <p>Fax: 416.847.5201</p> <p>Court-Appointed Receiver</p>	<p><b>Doug McIntosh</b>  Tel: 416.847.5150  Email: <a href="mailto:dmcintosh@alvarezandmarsal.com">dmcintosh@alvarezandmarsal.com</a></p> <p><b>Stephen Ferguson</b>  Tel: 416.847.5162  Email: <a href="mailto:sferguson@alvarezandmarsal.com">sferguson@alvarezandmarsal.com</a></p> <p><b>Al Hutchens</b>  Tel: 416.847.5159  Email: <a href="mailto:ahutchens@alvarezandmarsal.com">ahutchens@alvarezandmarsal.com</a></p> <p><b>Nate Fennema</b>  Email: <a href="mailto:nfennema@alvarezandmarsal.com">nfennema@alvarezandmarsal.com</a></p> <p><b>Lauren Benson</b>  Email: <a href="mailto:lbenson@alvarezandmarsal.com">lbenson@alvarezandmarsal.com</a></p>
<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b>  Box 50, 1 First Canadian Place  100 King Street West, Suite  6200 Toronto, ON  M5X 1B8</p> <p>Fax: 416.862.6666</p> <p>Counsel to the Receiver</p>	<p><b>Tracy Sandler</b>  Tel: 416.862.5890  Email: <a href="mailto:tsandler@osler.com">tsandler@osler.com</a></p> <p><b>Jeremy Dacks</b>  Tel: 416.862.4923  Email: <a href="mailto:jdacks@osler.com">jdacks@osler.com</a></p> <p><b>Justine Erickson</b>  Tel: 416.862.4208  Email: <a href="mailto:jerickson@osler.com">jerickson@osler.com</a></p>
<p><b>NORTON ROSE FULBRIGHT  CANADA LLP</b>  Royal Bank Plaza, South  Tower 200 Bay Street,  Suite 3800 Toronto, ON  M5J 2Z4</p> <p>Fax: 416.216.3930</p> <p>Counsel to Erwin Hymer Group SE</p>	<p><b>Virginie Gauthier</b>  Tel: 416.216.4853  Email: <a href="mailto:virginie.gauthier@nortonrosefulbright.com">virginie.gauthier@nortonrosefulbright.com</a></p> <p><b>Evan Cobb</b>  Tel: 416.216.1929  Email: <a href="mailto:evan.cobb@nortonrosefulbright.com">evan.cobb@nortonrosefulbright.com</a></p>

<p><b>DENTONS CANADA LLP</b>  77 King Street West, Suite 400  Toronto-Dominion Centre  Toronto, ON  M5K 0A1</p> <p>Fax: 416.863.4592</p> <p>Counsel to Mercedes Benz Financial Services, a business unit of Mercedes Benz Financial Services Canada Corporation</p>	<p><b>Elaine Gray</b>  Tel: 416.863.4775  Email: <a href="mailto:elaine.gray@dentons.com">elaine.gray@dentons.com</a></p>
<p><b>COOKSEY TOOLEN GAGE DUFFY WOOG</b>  535 Anton Boulevard, Suite 1000  Costa Mesa, CA 92626-1977</p> <p>Fax: 714.431.1119</p> <p>Counsel to Mercedes-Benz Financial Services USA LLC</p>	<p><b>Kim P. Gage</b>  Tel: 714.431.1090  Email: <a href="mailto:kgage@cookseylaw.com">kgage@cookseylaw.com</a></p>
<p><b>TORYS LLP</b>  79 Wellington St. W., Suite 3000  Box 270, TD Centre  Toronto, Ontario M5K 1N2</p> <p>Fax: 416.865.7380</p> <p>Counsel for Commerzbank AG</p>	<p><b>Adam Slavens</b>  Tel. 416.865.7333  Email. <a href="mailto:aslavens@torys.com">aslavens@torys.com</a></p>
<p><b>BLANEY MCMURTRY LLP</b>  Barristers &amp; Solicitors  2 Queen Street East, Suite 1500  Toronto ON M5C 3G5</p> <p>Counsel for Gateway Business Campus Limited Partnership, by its General Partner, Gateway Business Campus GP Inc.</p>	<p><b>John C. Wolf</b>  Tel. 416.593.2994  Email. <a href="mailto:jwolf@blaney.com">jwolf@blaney.com</a></p>

<p><b>ROBINS APPLEBY LLP</b>  Barristers + Solicitors  2600 – 120 Adelaide Street West  Toronto, ON M5H 1T1</p> <p>Counsel for Protectolite Composites Inc.</p>	<p><b>Dominique Michaud</b>  Tel. 416.360.3795  Email. <a href="mailto:dmichaud@robapp.com">dmichaud@robapp.com</a></p>
<p><b>GOWLING WLG (CANADA) LLP</b>  Barristers &amp; Solicitors  1 First Canadian Place  100 King Street West, Suite 1600  Toronto ON M5X 1G5</p> <p>Counsel for Jeff Hanemaayer Holdings Inc.</p>	<p><b>Thomas Gertner</b>  Tel. 416.369.4618  Email. <a href="mailto:thomas.gertner@gowlingwlg.com">thomas.gertner@gowlingwlg.com</a></p>
<p><b>MILLER THOMSON LLP</b>  Scotia Plaza  40 King Street West, Suite 5800  P.O. Box 1011  Toronto, ON Canada M5H 3S1</p> <p>Fax: 416.595.8695</p> <p>Counsel for Bustard Brothers Limited and Listowel Ford (2017) Ltd.</p>	<p><b>Greg Azeff</b>  Tel. 416.597.2660  Email. <a href="mailto:gazeff@millertomson.com">gazeff@millertomson.com</a></p> <p><b>Stephanie DeCaria</b>  Tel. 416.595.2652  Email. <a href="mailto:sdecaria@millertomson.com">sdecaria@millertomson.com</a></p>
<p><b>HARRISON PENZA LLP</b>  450 Talbot St.  London, Ontario N6A 5J6</p> <p>Fax: 519.667.3362</p> <p>Counsel to TD Auto Finance (Canada) Inc.</p>	<p><b>Michael Cassone</b>  Tel. 519.661.6765  Email. <a href="mailto:mcassone@harrisonpenza.com">mcassone@harrisonpenza.com</a></p>

<p><b>FINANCIAL SERVICES COMMISSION OF ONTARIO</b> 5160 Yonge Street 16th Floor Toronto, Ontario M2N 6L9</p> <p>Fax: 416.590.7070</p>	<p><b>Anna Vani</b> Tel. 416.226.7833 Email. <a href="mailto:anna.vani@fsco.gov.on.ca">anna.vani@fsco.gov.on.ca</a></p> <p><b>Michael Scott</b> Tel. 416.226.7834 Email. <a href="mailto:Michael.Scott@fsco.gov.on.ca">Michael.Scott@fsco.gov.on.ca</a></p>
<p><b>TCF INVENTORY FINANCE INC.</b> Schaumburg Corporate Center 1475 E. Woodfield Road, Suite 1100, Schaumburg, IL 60173</p>	<p><b>Peter Schmidt</b> Tel. 847.330.5694 Email. <a href="mailto:pschmidt@tcfif.com">pschmidt@tcfif.com</a></p>
<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> 2100 Scotia Plaza, 40 King Street West Toronto, Ontario M5H 3C2</p> <p>Fax: 416.642.7150</p> <p>Counsel for TCF Inventory Finance Inc. and TCF Commercial Finance Canada, Inc.</p>	<p><b>Joseph J. Bellissimo</b> Tel. 416.860.6572 Email. <a href="mailto:jbellissimo@casselsbrock.com">jbellissimo@casselsbrock.com</a></p>
<p><b>DS LAWYERS CANADA LLP</b> 8 King Street East, Suite 1804 Toronto, ON M5C 1B5</p> <p>Fax: 416.214.1374</p> <p>Counsel to KS2 Corp Inc.</p>	<p><b>Justin R. Fogarty</b> Tel. 647.477.7317 Email. <a href="mailto:jfogarty@dsavocats.ca">jfogarty@dsavocats.ca</a></p> <p><b>Pavle Masic</b> Tel. 647.483.0119 Email. <a href="mailto:pmasic@dsavocats.ca">pmasic@dsavocats.ca</a></p>
<p><b>WELLS FARGO</b> 1290 Central Pkwy W, Suite 1100 Mississauga, Ontario L5C 4R3</p> <p>Financier for Finished Product Dealers</p>	<p><b>Rick Kanabar</b> Tel. 905.361.3830 Email. <a href="mailto:rick.kanabar@wellsfargo.com">rick.kanabar@wellsfargo.com</a></p> <p><b>Robert Parish</b> Tel. 813.917.4900 Email. <a href="mailto:Robert.parish@wellsfargo.com">Robert.parish@wellsfargo.com</a></p> <p><b>Jeremy Lauderdale</b> Email. <a href="mailto:Jeremy.lauderdale@wellsfargo.com">Jeremy.lauderdale@wellsfargo.com</a></p>

<p><b>MILLER THOMSON LLP</b>          Scotia Plaza          40 King Street West, Suite 5800          P.O. Box 1011          Toronto, Ontario M5H 3S1</p> <p>Fax: 416.595.8695</p> <p>Counsel for Royal Bank of Canada</p>	<p><b>Craig A. Mills</b>          Tel. 416.595.8596          Email. <a href="mailto:cmills@millerthomson.com">cmills@millerthomson.com</a></p>
<p><b>GIFFEN LLP</b>          500 - 50 Queen Street North          Kitchener, Ontario N2H 6P4</p> <p>Fax: 519.578.8740</p> <p>Counsel for Chrima Metal Fabrication</p>	<p><b>Cynthia Davis</b>          Tel. 519.578.4150          Email. <a href="mailto:cd@giffenlawyers.com">cd@giffenlawyers.com</a></p>
<p><b>FOGLER, RUBINOFF LLP</b>          Suite 3000, P.O. Box 95          Toronto-Dominion Centre          77 King Street West          Toronto, Ontario M5K 1G8</p> <p>Fax: 416.941.8852</p> <p>Counsel for Euler Hermes North America Insurance Company</p>	<p><b>Vern W. DaRe</b>          Tel. 416.941.8842          Email. <a href="mailto:vdare@foglers.com">vdare@foglers.com</a></p>
<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b>          2100 Scotia Plaza, 40 King Street West          Toronto, Ontario M5H 3C2</p> <p>Fax: 416.640.3005</p> <p>Counsel for Bank of the West</p>	<p><b>Monique Sassi</b>          Tel. 416.860.6886          Email. <a href="mailto:msassi@casselsbrock.com">msassi@casselsbrock.com</a></p>
<p><b>CORRE PARTNERS MANAGEMENT LLC</b>          12 East 49th Street, 40th Floor          New York, New York 10017</p> <p>Fax: 646.863.7161</p>	<p><b>Stephen Lam</b>          Tel. 646.863.7157          Email. <a href="mailto:steve.lam@correpartners.com">steve.lam@correpartners.com</a></p>



<p><b>KOHNER, MANN &amp; KAILAS, S.C.</b>  4650 N. Port Washington Rd.  Washington Bldg., 2nd Floor  Milwaukee, WI 53212-1059</p> <p>Fax: 414.962.8725</p> <p>Counsel for Dometic Corporation</p>	<p><b>Samuel C. Wisotzkey</b>  Tel. 414.962.5110  Email. <a href="mailto:swisotzkey@kmksc.com">swisotzkey@kmksc.com</a></p>
<p><b>GASEE, COHEN &amp; YOUNGMAN</b>  90 Eglinton Avenue East, Suite 980  Toronto, ON M4P 2Y3</p> <p>Fax: 416.363.0252</p> <p>Counsel to Contour Machine Ltd.</p>	<p><b>Derek Ketelaars</b>  Tel. 416.363.3351 ext. 236  Email. <a href="mailto:dketelaars@gcylaw.com">dketelaars@gcylaw.com</a></p>
<p><b>LAW OFFICE OF ROBERT L. STARR,  APC</b>  23901 Calabasas Road, Suite 2072  Calabasas, California 91302</p> <p>Fax: 818.225.9042</p> <p>Counsel to Matthew Du Puy</p>	<p><b>Robert L. Starr</b>  Tel. 818.225.9040  Email. <a href="mailto:robert@starrlaw.com">robert@starrlaw.com</a></p>
<p><b>FIAT CHRYSLER AUTOMOBILES</b>  1 Riverside Drive  Windsor, Ontario N9A 5K3</p>	<p><b>Tod Hartje</b>  Email. <a href="mailto:tod.hartje@fcagroup.com">tod.hartje@fcagroup.com</a></p>
<p><b>BORDEN LADNER GERVAIS</b>  Bay Adelaide Centre, East Tower  22 Adelaide Street West  Suite 3400  Toronto, ON, Canada M5H 4E3</p> <p>Fax: 416.367.6749</p> <p>Counsel to Fiat Chrysler Automobiles</p>	<p><b>Roger Jaipargas</b>  Tel. 416.367.6266  Email. <a href="mailto:RJaipargas@blg.com">RJaipargas@blg.com</a></p>

**Email List:**

[pamela.huff@blakes.com](mailto:pamela.huff@blakes.com); [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com); [aryo.shalviri@blakes.com](mailto:aryo.shalviri@blakes.com);  
[vanja.ginic@blakes.com](mailto:vanja.ginic@blakes.com); [caitlin.mcintyre@blakes.com](mailto:caitlin.mcintyre@blakes.com); [dmcintosh@alvarezandmarsal.com](mailto:dmcintosh@alvarezandmarsal.com);  
[sferguson@alvarezandmarsal.com](mailto:sferguson@alvarezandmarsal.com); [ahutchens@alvarezandmarsal.com](mailto:ahutchens@alvarezandmarsal.com);  
[nfennema@alvarezandmarsal.com](mailto:nfennema@alvarezandmarsal.com); [lbenson@alvarezandmarsal.com](mailto:lbenson@alvarezandmarsal.com); [tsandler@osler.com](mailto:tsandler@osler.com);  
[jdacks@osler.com](mailto:jdacks@osler.com); [jerickson@osler.com](mailto:jerickson@osler.com); [virginie.gauthier@nortonrosefulbright.com](mailto:virginie.gauthier@nortonrosefulbright.com);  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com); [elaine.gray@dentons.com](mailto:elaine.gray@dentons.com); [kgage@cookseylaw.com](mailto:kgage@cookseylaw.com);  
[aslavens@torys.com](mailto:aslavens@torys.com); [jwolf@blaney.com](mailto:jwolf@blaney.com); [dmichaud@robapp.com](mailto:dmichaud@robapp.com); [thomas.gertner@gowlingwlg.com](mailto:thomas.gertner@gowlingwlg.com);  
[gazeff@millerthomson.com](mailto:gazeff@millerthomson.com); [sdecaria@millerthomson.com](mailto:sdecaria@millerthomson.com); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com);  
[anna.vani@fsco.gov.on.ca](mailto:anna.vani@fsco.gov.on.ca); [Michael.Scott@fsco.gov.on.ca](mailto:Michael.Scott@fsco.gov.on.ca); [pschmidt@tcif.com](mailto:pschmidt@tcif.com);  
[jbello@bellissimo.com](mailto:jbello@bellissimo.com); [pmasic@dsavocats.ca](mailto:pmasic@dsavocats.ca); [jfogarty@dsavocats.ca](mailto:jfogarty@dsavocats.ca); [rick.kanabar@wellsfargo.com](mailto:rick.kanabar@wellsfargo.com);  
[Robert.parish@wellsfargo.com](mailto:Robert.parish@wellsfargo.com); [Jeremy.lauderdale@wellsfargo.com](mailto:Jeremy.lauderdale@wellsfargo.com); [cmills@millerthomson.com](mailto:cmills@millerthomson.com);  
[cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [vdare@foglers.com](mailto:vdare@foglers.com); [msassi@casselsbrock.com](mailto:msassi@casselsbrock.com); [steve.lam@correpartners.com](mailto:steve.lam@correpartners.com);  
[swisotzkey@kmksc.com](mailto:swisotzkey@kmksc.com); [dketelaars@gcylaw.com](mailto:dketelaars@gcylaw.com); [robert@starlaw.com](mailto:robert@starlaw.com); [tod.hartje@fcagroup.com](mailto:tod.hartje@fcagroup.com) ;  
[RJaipargas@blg.com](mailto:RJaipargas@blg.com)

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**SUPPLEMENTAL SERVICE LIST**

(as at June 10, 2019)

<b><u>PARTY</u></b>	<b><u>CONTACT</u></b>
<b>CHALLENGER MOTOR FREIGHT INC.</b> 300 Maple Grove Road Cambridge, ON N6E 187  Third-Party Storage Provider	<b>Lynda Crickmore</b> Email. <a href="mailto:lyndac@Challenger.com">lyndac@Challenger.com</a>
<b>KAMINSKI REFRIGERATION &amp; TRUCK EQUIPMENT INC.</b> 245 Lewis Street Buffalo, NY 14206  Third-Party Storage Provider	<b>Kathy Kaminski</b> Email. <a href="mailto:kkaminski@kaminskitruck.com">kkaminski@kaminskitruck.com</a> Email. <a href="mailto:Accounting@kaminskitruck.com">Accounting@kaminskitruck.com</a>
<b>KELLY KRONENBERG</b> 8201 Peters Road, Suite 4000 Fort Lauderdale , FL 33324  Fax: 954.382.1988  Counsel to Beaver Motors, Inc.	<b>James D. Silver</b> Tel: 954.370.9970 Email: <a href="mailto:jsilver@kklaw.com">jsilver@kklaw.com</a>

<b>CHRYSLER CAPITAL</b>  Floor Plan Financier to Beaver Motors Inc.	<b>Brian Fulgence</b> Tel: 469.904.7218 Email: <a href="mailto:bfulgence@chryslercapital.us">bfulgence@chryslercapital.us</a>
<b>OLATHE FORD</b>  Chassis Dealer	<a href="mailto:marc@olatheford.com">marc@olatheford.com</a> <a href="mailto:johnb@olathefleet.com">johnb@olathefleet.com</a>
<b>MOLLE CHEVROLET</b>  Chassis Dealer	<a href="mailto:marc@olatheford.com">marc@olatheford.com</a> <a href="mailto:johnb@olathefleet.com">johnb@olathefleet.com</a> <a href="mailto:lpoage@mollechevrolet.com">lpoage@mollechevrolet.com</a>
<b>WELLS FARGO</b> 1290 Central Pkwy W, Suite 1100 Mississauga, Ontario L5C 4R3  Financier for Finished Product Dealers	<b>Rick Kanabar</b> Tel. 905.361.3830 Email. <a href="mailto:rick.kanabar@wellsfargo.com">rick.kanabar@wellsfargo.com</a>  <b>Robert Parish</b> Tel. 813.917.4900 Email. <a href="mailto:Robert.parish@wellsfargo.com">Robert.parish@wellsfargo.com</a>  <b>Jeremy Lauderdale</b> Email. <a href="mailto:Jeremy.lauderdale@wellsfargo.com">Jeremy.lauderdale@wellsfargo.com</a>
<b>ALLY BANK</b>  Financier for Finished Product Dealers	Email. <a href="mailto:John.kellereher@ally.com">John.kellereher@ally.com</a>
<b>NORTHPOINT COMMERCIAL FINANCE</b>  Financier for Finished Product Dealers	<b>Jeff Olander</b> Email. <a href="mailto:jolander@northpointcf.com">jolander@northpointcf.com</a>
<b>TCF INVENTORY FINANCE</b>  Financier for Finished Product Dealers	<b>Marcus Palmer</b> Email. <a href="mailto:mpalmer@tcfif.com">mpalmer@tcfif.com</a>
<b>BANK OF AMERICA</b>  Financier for Finished Product Dealers	Email. <a href="mailto:aaron.kizer@BAML.com">aaron.kizer@BAML.com</a>
<b>BANK OF MONTREAL</b>  Financier for Finished Product Dealers	Email. <a href="mailto:Ruben.ortiz@bmo.com">Ruben.ortiz@bmo.com</a>
<b>BANK OF THE WEST</b> 2527 Camino Ramon San Ramon, CA 94583  Fax: 402.918.8648	<b>Andrew Hein</b> Tel. 925.843.2416 Email. <a href="mailto:Andrew.hein@bankofthewest.com">Andrew.hein@bankofthewest.com</a>  <b>Robert Glasbrenner</b>

Financier for Finished Product Dealers	Email. <a href="mailto:Robert.glasbrenner@bankofthewest.com">Robert.glasbrenner@bankofthewest.com</a>
<b>R.S. FINISHING SYSTEMS INC.</b> 145 Industrial Parkway South, Unit #2 Aurora, Ontario, L4G 3V5  PPSA Registrant	<b>Edward Bannister</b> Email. <a href="mailto:edward@rsfinishing.com">edward@rsfinishing.com</a>
<b>TANDET MANAGEMENT INC.</b> 1351 Speers Road Oakville, Ontario L6L 2X5  PPSA Registrant	<b>Ryan Tilley</b> Tel. 905.635.2931 Email. <a href="mailto:rtilley@tandet.com">rtilley@tandet.com</a>
<b>ROYAL BANK OF CANADA</b> 10 York Mills Road 3 <sup>rd</sup> Fl. Toronto, ON M2P 0A2  PPSA Registrant	Email. <a href="mailto:erin.montgomery@rbc.com">erin.montgomery@rbc.com</a>
<b>SCHERER LEASING INC.</b> 1225 Courtland Avenue East Kitchener, ON N2C 2N8  PPSA Registrant	Email. <a href="mailto:bradscherer@fairwayautomall.com">bradscherer@fairwayautomall.com</a>
<b>DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.</b> 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4  PPSA Registrant	<b>Cassandra Sargent</b> Email. <a href="mailto:csargent@leasedirect.com">csargent@leasedirect.com</a>
<b>RCAP LEASING INC.</b> 5575 North Service Rd, Ste 300 Burlington, ON L7L 6M1  PPSA Registrant	<b>Laura Pollock</b> Email. <a href="mailto:rcap.collections@rcapleasing.com">rcap.collections@rcapleasing.com</a>
<b>THE WOLCOTT LAW FIRM LLC</b> 450 East 96th Street, Suite 500 Indianapolis, Indiana 46240  Fax: 317.732.1196  Counsel to Dan Manoloff	<b>Christopher S. Wolcott, Esq.</b> Tel. 905.635.2931 Email. <a href="mailto:indy2buck@hotmail.com">indy2buck@hotmail.com</a>
<b>ZERO ENVIRONMENTAL INC.</b>	<b>Steven Livock</b> Email. <a href="mailto:stevel@zeroenvironmental.com">stevel@zeroenvironmental.com</a>

Creditor	
<b>GASEE, COHEN &amp; YOUNGMAN LAW</b> 90 Eglinton Avenue East, Suite 980 Toronto, ON M4P 2Y3  Fax: 416.363.0252  Counsel to Contour Machine Ltd.	<b>Derek Ketelaars</b> Tel. 416.363.3351 ext. 236 Email. <a href="mailto:dketelaars@gcylaw.com">dketelaars@gcylaw.com</a>
<b>NATIONAL COMPRESSED AIR LTD.</b>  Creditor	<b>Kevin Chambers</b> Email. <a href="mailto:kchambers@ncaltd.ca">kchambers@ncaltd.ca</a>
<b>BROUSE MCDOWELL</b> 388 South Main Street Suite 500 Akron, OH 44311  Fax: 330.253.8601  Counsel to Premier Material Concepts	<b>Kate M. Bradley</b> Tel. 330.434.7504 Email. <a href="mailto:KBradley@brouse.com">KBradley@brouse.com</a>
<b>SCHUMANN BURGHART LLP</b> 1500 Broadway, Suite 1902 New York, NY 10036  Counsel to C.F. Maier Systems, Inc.	<b>Dr. Annamaria Hachmeister</b> Tel. 646.502.4514 Email. <a href="mailto:ahachmeister@sbuslaw.com">ahachmeister@sbuslaw.com</a>
<b>TRAVIS MITCHELL</b> 529 Britannia Crescent Kitchener, ON N2R 1Y9	
<b>MNP LTD</b> 22 Frederick St, Suite 910, Kitchener, Ontario, N2H6M677  Fax: 519.581.1019  Trustee-in-Bankruptcy of Travis Mitchell	<b>Jonathan Cowan</b> <b>Tel.</b> 519.741.1999 Email. <a href="mailto:Wesley.cowan@mp.ca">Wesley.cowan@mp.ca</a>
<b>PALLET VALLO LLP</b> 77 City Centre Drive West Tower, Suite 300 Mississauga, ON L5B 1M5  Counsel to Toromont Industries Ltd.	<b>Neeta Sandhu</b> <b>Tel.</b> 905.273.3022 x 210 Email. <a href="mailto:nsandhu@palletvalo.com">nsandhu@palletvalo.com</a>

<p><b>PETKER CAMPBELL POSTNIKOFF</b> 295 Weber Street North Waterloo, Ontario N2J 3H8</p> <p>Fax: 519.886.5674</p> <p>Counsel to Jay Fencing Ltd.</p>	<p><b>Jarvis Postnikoff</b> Tel. 519.886.1204 Email. <a href="mailto:jarvis@petkerlaw.com">jarvis@petkerlaw.com</a></p>
<p><b>BARNES &amp; THORNBURG</b> 655 West Broadway Suite 900 San Diego, CA 92101</p> <p>Counsel to Erwin Hymer Group USA LP</p>	<p><b>Janet Dean Gertz</b> Tel. 619.321.5002 Email. <a href="mailto:jgertz@btlaw.com">jgertz@btlaw.com</a></p>
<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to RT Acquisition Corp. and VDL Participation SAS</p>	<p><b>Marc Mercier</b> Tel. 416.869.5770 Email. <a href="mailto:mmercier@casselsbrock.com">mmercier@casselsbrock.com</a></p> <p><b>Sam Massie</b> Tel. 416.860.6736 Email. <a href="mailto:smassie@casselsbrock.com">smassie@casselsbrock.com</a></p>
<p><b>HARRISON PENZA LLP</b> 450 Talbot St. P.O. Box 3237 London, ON N6A 4K3</p> <p>Counsel to La Mesa R.V. Center, Inc.</p>	<p><b>Melinda Vine</b> Tel. 519.661.6705 Email. <a href="mailto:mvine@harrisonpensa.com">mvine@harrisonpensa.com</a></p>
<p><b>25 REUTER DRIVE INC.</b> 30 St. Clair Avenue West, Suite 1400 Toronto ON, M4V 3A1</p> <p>Landlord for 25 Reuter Drive Facility</p>	<p><b>Attn: Managing Director</b> Email. <a href="mailto:info@canfirst.com">info@canfirst.com</a></p>
<p><b>ROHNBRAD INC.</b> 147 Wyndham Street North, Suite 303 Guelph, Ontario N1H 6R7</p> <p>Landlord for 400 Southgate Drive Facility</p>	<p><b>Robert S. Ireland</b> Email. <a href="mailto:email@rohnbrad.com">email@rohnbrad.com</a></p>
<p><b>JEFF HANEMAAYER HOLDINGS INC</b> 39 Douglas Crescent Toronto, Ontario M4W 2E6</p> <p>Landlord for 100 Shirley Avenue Facility</p>	<p>Email. <a href="mailto:jeffhanemaayer@rogers.com">jeffhanemaayer@rogers.com</a></p>
<p><b>CANADA REVENUE AGENCY</b> GST/HST Refund Integrity Program Audit Division Kitchener Tax Services Office</p>	<p><b>Margaret Umolac</b> Tel. 519.584.3907</p>

<p>166 Frederick St. Kitchener ON N2H OA9</p> <p>Fax: 519.585.2806</p>	
<p><b>DEPARTMENT OF JUSTICE</b> <b>Ontario Regional Office</b> The Exchange Tower, 130 King Street West Suite 3400, Box 36 Toronto, ON M5X 1K6</p> <p>Fax: 416.973.0809</p> <p>Attorney General of Canada</p>	<p><b>Diane Winters</b> Tel. 416.973.3172 Email. <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p>
<p><b>INFINITY ASSET SOLUTIONS INC.</b> 63 Maplecrete Road Concord, Ontario, Canada L4K 1A5</p>	<p><b>Bruce Lyle</b> Tel. 905.669.8893 Email. <a href="mailto:blyle@infinityassets.com">blyle@infinityassets.com</a></p>
<p><b>CANADIAN TREASURY MANAGEMENT INC.</b> 3500 Lakeshore Road, W# 724 Oakville, Ontario L6L 0B4</p>	<p><b>Peter Perley</b> Tel. 416.565.5954 Email. <a href="mailto:piperley@turnaround-ctm.com">piperley@turnaround-ctm.com</a></p>



**Email List:**

[lyndac@Challenger.com](mailto:lyndac@Challenger.com); [kkamisnki@kaminskitruck.com](mailto:kkamisnki@kaminskitruck.com); [Accounting@kaminskitruck.com](mailto:Accounting@kaminskitruck.com);  
[jsilver@kklaw.com](mailto:jsilver@kklaw.com); [bfulgence@chryslercapital.us](mailto:bfulgence@chryslercapital.us); [marc@olatheford.com](mailto:marc@olatheford.com); [johnb@olathefleet.com](mailto:johnb@olathefleet.com);  
[lpoage@mollechevrolet.com](mailto:lpoage@mollechevrolet.com); [rick.kanabar@wellsfargo.com](mailto:rick.kanabar@wellsfargo.com) ; [Robert.parish@wellsfargo.com](mailto:Robert.parish@wellsfargo.com);  
[Jeremy.lauderdale@wellsfargo.com](mailto:Jeremy.lauderdale@wellsfargo.com); [John.kellereher@ally.com](mailto:John.kellereher@ally.com); [jolander@northpointcf.com](mailto:jolander@northpointcf.com);  
[mpalmer@tcfif.com](mailto:mpalmer@tcfif.com); [aaron.kizer@BAML.com](mailto:aaron.kizer@BAML.com); [Ruben.ortiz@bmo.com](mailto:Ruben.ortiz@bmo.com);  
[Andrew.hein@bankofthewest.com](mailto:Andrew.hein@bankofthewest.com); [Robert.glasbrenner@bankofthewest.com](mailto:Robert.glasbrenner@bankofthewest.com);  
[edward@rsfinishing.com](mailto:edward@rsfinishing.com); [rtilley@tandet.com](mailto:rtilley@tandet.com); [erin.montgomery@rbc.com](mailto:erin.montgomery@rbc.com);  
[bradscherer@fairwayautomall.com](mailto:bradscherer@fairwayautomall.com); [csargent@leasedirect.com](mailto:csargent@leasedirect.com); [rcap.collections@rcapleasing.com](mailto:rcap.collections@rcapleasing.com);  
[indy2buck@hotmail.com](mailto:indy2buck@hotmail.com); [stevel@zeroenvironmental.com](mailto:stevel@zeroenvironmental.com); [dketelaars@gcylaw.com](mailto:dketelaars@gcylaw.com);  
[kchambers@ncaltd.ca](mailto:kchambers@ncaltd.ca); [KBradley@brouse.com](mailto:KBradley@brouse.com); [ahachmeister@sbuslaw.com](mailto:ahachmeister@sbuslaw.com); [jarvis@petkerlaw.com](mailto:jarvis@petkerlaw.com);  
[jgertz@btlaw.com](mailto:jgertz@btlaw.com); [nsandhu@palletvalo.com](mailto:nsandhu@palletvalo.com); [mmercerier@casselsbrock.com](mailto:mmercerier@casselsbrock.com);  
[smassie@casselsbrock.com](mailto:smassie@casselsbrock.com); [mvine@harrisonpensa.com](mailto:mvine@harrisonpensa.com); [info@canfirst.com](mailto:info@canfirst.com); [jeffhanemaayer@rogers.com](mailto:jeffhanemaayer@rogers.com);  
[diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [email@rohnbrad.com](mailto:email@rohnbrad.com); [blyle@infinityassets.com](mailto:blyle@infinityassets.com); [piperley@turnaround-ctm.com](mailto:piperley@turnaround-ctm.com); [Wesley.cowan@mnp.ca](mailto:Wesley.cowan@mnp.ca)

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**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**

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# TAB 1

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**

**NOTICE OF MOTION  
(Motion returnable June 17, 2019)**

Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as the court-appointed receiver and manager (the “**Receiver**”) without security of all of the assets, undertakings and properties (“**Property**”) of Erwin Hymer Group North America, Inc. (“**EHGNA**”) will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on June 17, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order substantially in the form included at Tab 3 to the Motion Record (the “**Roadtrek Approval & Vesting Order**”), among other things, providing the following relief:
  - (a) abridging the time for service of this Notice of Motion and the Motion Record, and dispensing with service on any person other than those served;

- (b) approving the transaction (the “**Roadtrek Transaction**”) contemplated by an asset purchase agreement (the “**Roadtrek APA**”) between the Receiver, RT Acquisition Corp. as purchaser (“**RT Corp.**”), and VDL Participation SAS as guarantor, dated as of May 31, 2019;
  - (c) approving the transition services and occupation agreement substantially in the form appended to the Roadtrek APA (the “**TSA**”);
  - (d) vesting title in and to the Purchased Assets as described in the Roadtrek APA in RT Corp. free and clear of all liens, claims and encumbrances, other than the Permitted Encumbrances (as defined in the Roadtrek APA); and
  - (e) establishing a reserve for the benefit of those parties that registered construction liens in an amount equal to the aggregate amounts claimed by each construction lien claimant together with security for costs, or such other amount as mutually agreed between the Receiver and the construction lien claimant (the “**Construction Lien Claim Reserve**”);
2. An Order substantially in the form included at Tab 5 to the Motion Record (the “**La Mesa Approval & Vesting Order**”), among other things, providing the following relief:
- (a) abridging the time for service of this Notice of Motion and the Motion Record, and dispensing with service on any person other than those served;
  - (b) approving the sale transaction (the “**La Mesa Transaction**”) contemplated by the Bill of Sale (the “**La Mesa Sale Agreement**”) between the Receiver and La Mesa R.V. Center, Inc. (“**La Mesa**”) made as of June 6, 2019; and
  - (c) vesting title in and to the Purchased Assets as described in the La Mesa Sale Agreement in La Mesa free and clear of all liens, claims and encumbrances;

3. An Order substantially in the form included at Tab 7 to the Motion Record (the “**Infinity Approval & Vesting Order**”), among other things, providing the following relief:

- (a) abridging the time for service of this Notice of Motion and the Motion Record, and dispensing with service on any person other than those served;
- (b) approving the transaction (the “**Infinity Transaction**”) contemplated by the Agreement of Purchase and Sale (the “**Infinity APA**”) between the Receiver and Infinity Asset Solutions Inc. (“**Infinity**”) dated as of June 10, 2019; and
- (c) vesting title in and to the Purchased Assets as described in the Infinity APA in Infinity free and clear of all liens, claims and encumbrances;

4. An Order substantially in the form included at Tab 9 to the Motion Record (the “**Ancillary Order**”), among other things, providing the following relief:

- (a) abridging the time for service of this Notice of Motion and the Motion Record, and dispensing with service on any person other than those served;
- (b) authorizing but not obligating the Receiver to file an assignment in bankruptcy under the *Bankruptcy and Insolvency Act* (the “**BIA**”) on behalf of EHGNA, and authorizing but not obligating A&M to act as trustee in bankruptcy in respect of any such bankruptcy proceedings;
- (c) authorizing the Receiver to make an interim distribution to Corner Flag LLC (“**Corner Flag**”) following the closing of some or all of the Transactions (as defined below) and to make such further distributions to Corner Flag as the Receiver deems appropriate without further Order of the Court;
- (d) approving certain payments, *nunc pro tunc*, made by the Receiver, and authorizing the Receiver to make certain payments, in each case, to Mercedes-Benz Financial Services Canada Corporation (“**MBFS**”) and Mercedes-Benz Financial Services USA LLC (“**MBFS US**”) in respect of MBFS Financed Collateral and MBFS US



Financed Collateral (each as defined in the Second Report to the Court dated June 10, 2019 (the “**Second Report**”)), respectively, without further order of the Court;

- (e) approving the fees and disbursements of the Receiver for the period February 7 to May 18, 2019, and those of its legal counsel for the period February 10 to May 17, 2019;
- (f) approving the Second Report and the activities of the Receiver described therein; and
- (g) sealing Confidential Appendices “A”, “B”, and “C” to the Second Report pending further Order of the Court; and

5. Such further and other relief as this Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

***Background***

1. Until January 31, 2019, EHGNA was a member of the Erwin Hymer group (the “**Erwin Hymer Global Group**”), an international business engaged in the manufacture and sale of recreational vehicles (“**RVs**”);
2. On September 18, 2018, Erwin Hymer Group SE (“**EHG SE**”), the ultimate shareholder of the Erwin Hymer Global Group, and Thor Industries, Inc. (“**Thor**”) entered into an agreement under which Thor was to acquire the Erwin Hymer Global Group;
3. Following the discovery of financial irregularities in the books and records of certain North American entities in the Erwin Hymer Global Group (including EHGNA), such entities were carved out of the Thor transaction and instead acquired by Corner Flag;
4. EHGNA continued to have a severe liquidity shortfall which rendered it unable to meet certain critical immediate and short-term obligations, including payroll obligations, source deduction remittances, pension contributions, and payments in respect of employee benefits;

5. To satisfy these obligations, EHGNA borrowed approximately \$5.1 million from Corner Flag on February 14, 2019 and granted Corner Flag a security interest over all of EHGNA's present and after acquired property;

6. On February 15, 2019 (the "**Receivership Date**"), Corner Flag obtained an Order (the "**Appointment Order**") appointing A&M as Receiver of the Property;

### *Sales Process*

7. Paragraph 3(n) of the Appointment Order authorizes the Receiver to market any or all of the Property for sale;

8. Following its appointment, the Receiver evaluated realization strategies and options in respect of EHGNA's business and Property, and determined that it would be advisable to proceed with an expedited sales process;

9. On March 27, 2019, this Court granted an Order approving, *nunc pro tunc*, a sales process for identifying one or more purchasers of all or part of EHGNA's Property related to its operations and business, as a going concern or otherwise (the "**Sales Process**");

10. The Receiver has conducted the Sales Process as approved by the Court and is seeking Court approval of three resulting and complementary transactions (the "**Transactions**");

- (a) The sale to RT Corp. of the part of EHGNA's business relating to the manufacturing, distribution and advertising of "Roadtrek" style and branded motorhome models in Canada and the United States pursuant to the Roadtrek APA and the TSA;
- (b) The sale to La Mesa of 113 RV units using the "Hymer" or "Carado" brand pursuant to the La Mesa Sale Agreement; and
- (c) The liquidation sale to Infinity of various assets excluded from the Roadtrek APA and La Mesa Sale Agreement (the "**Non-Acquired Assets**") pursuant to the Infinity APA;

11. The Receiver believes that the market for the Property has been thoroughly canvassed pursuant to the court-approved Sales Process and does not believe that further marketing will provide a superior result for the estate;

12. The Sales Process leading to the Transactions was fair and run with integrity, and approving the Transactions is in the best interests of EHGNA's stakeholders;

***Sealing Confidential Appendices***

13. The Receiver is requesting that the Court seal the Confidential Appendices pending further order of this Honourable Court;

14. The Confidential Appendices contain confidential and commercially sensitive information related to the Sales Process and the Transactions;

15. Disclosure of such information could be materially prejudicial to EHGNA and its stakeholders, RT Corp., La Mesa, Infinity, and the Sales Process generally;

16. Sealing the Confidential Appendices is necessary to prevent a serious risk to these important interests and the integrity of the Sales Process, and reasonable alternative measures would not prevent the risk;

17. The salutary effects of sealing the Confidential Appendices outweighs any deleterious effects;

***Proposed Interim Distributions***

18. The Receiver's counsel has confirmed, subject to usual and customary qualifications and assumptions, that the security held by Corner Flag, EHG SE, MBFS and MBFS US (collectively, the "**Primary Secured Creditors**") is valid and enforceable in respect of the collateral covered by their respective security;

19. The Receiver's counsel has considered the relative priorities of the Primary Secured Creditors to assist the Receiver in understanding the respective rights of the Primary Secured

Creditors prior to seeking approval of the Court in respect of any distributions to such secured creditors;

20. The Receiver is seeking approval, *nunc pro tunc*, of certain payments made to MBFS and MBFS US for amounts owed to them for underlying raw chassis of any RV inventory sold in the normal course following the Receivership Date;

21. The Receiver is seeking the Court's authorization to make the following payments to MBFS and MBFS US, as appropriate, without further order of the Court:

- (a) payments to MBFS and MBFS US in respect of amounts owed to them for the underlying raw chassis of any RV inventory sold as part of the Roadtrek Transaction;
- (b) payments to MBFS in respect of amounts owing for MBFS Financed Collateral sold to third parties where proceeds were received pre-receivership;
- (c) following payment in full of amounts owing to Corner Flag, payments to MBFS US in respect of amounts owing by Erwin Hymer Group NA Chassis, Inc. ("**EHG Chassis**") for MBFS US Financed Collateral sold to third parties where proceeds were received pre-receivership; and
- (d) payments to MBFS and MBFS US, as applicable, in respect of amounts owing for applicable units sold from the date of the Second Report;

22. The Receiver is seeking authorization to make a distribution or distributions to Corner Flag to repay, at a minimum, the amounts owed to Corner Flag under the Receiver's Term Sheet (as defined in the Second Report);

23. The Receiver is also seeking authorization to make future distributions, in the Receiver's discretion, to Corner Flag in respect of amounts owing under the EHGNA Promissory Note and the Corner Flag Security (both terms as defined in the Second Report);

24. The proposed payments to MBFS and MBFS US are generally necessary to transfer title in and pay for RV inventory that has been or will be sold by the Receiver, and reflect the

Receiver's understanding of MBFS' and MBFS US's relative priorities with respect to MBFS Financed Collateral and MBFS US Financed Collateral, respectively;

25. The proposed payments to Corner Flag, and the authorization to make future distributions, reflect its relative priority to the Property that is non-MBFS Financed Collateral (as defined in the Second Report);

26. The Receiver expects to have sufficient financing following the closing of the Transactions to fund the remainder of the receivership proceedings, and any further distributions to Corner Flag will be subject to appropriate holdbacks in respect of the costs of these proceedings;

***Proposed Bankruptcy Assignment***

27. The Appointment Order does not authorize the Receiver to assign EHGNA into bankruptcy;

28. The Receiver has received correspondence from the Canada Revenue Agency raising an assessment pursuant to paragraph 296(1)(b) of the *Excise Tax Act*;

29. The Receiver requests an Order authorizing, but not obligating, the Receiver to assign EHGNA into bankruptcy in order to facilitate the scheme of creditor priorities provided in the *BIA*;

***Fees and Disbursements***

30. The Appointment Order provides that 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;

31. The fees and disbursements incurred by the Receiver are detailed in the Fee Affidavit of Alan J. Hutchens sworn June 10, 2019;

32. The fees and disbursements incurred by the Receiver's counsel are set out in the Fee Affidavit of Tracy C. Sandler sworn June 10, 2019;

33. The fees and disbursements of the Receiver and its counsel are fair and reasonable;

***Other Grounds***

34. Sections 2, 49, and 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;

35. Sections 100, 101, and 137 of the *Courts of Justice Act*, RSO 1990, c C-43;

36. Sections 44 and 47 of the *Construction Act*, RSO 1990, c C-30;

37. Rules 2.03, 3.02, and 37 of the *Rules of Civil Procedure*, RRO 1990, Reg 194; and

38. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this motion:

39. The Second Report;

40. The Fee Affidavit of Alan J. Hutchens sworn June 10, 2019;

41. The Fee Affidavit of Tracy C. Sandler sworn June 10, 2019; and

42. Such further and other material as counsel may advise and this Court may permit.

Dated at Toronto, Ontario this 10<sup>th</sup> day of June, 2019.

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto, ON 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

**TO: THE SERVICE LIST**

**AND TO: THE SUPPLEMENTAL SERVICE LIST**

CORNER FLAG LLC

and

ERWIN HYMER GROUP NORTH AMERICA, INC.

Applicant

Respondent

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

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

Proceeding commenced at Toronto

**NOTICE OF MOTION**  
**(Motion returnable June 17, 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

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

Counsel for the Receiver



# TAB 2

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**

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

**JUNE 10, 2019**

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## 1.0 INTRODUCTION

- 1.1 This report (the “**Second 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**”) pursuant to an application by Corner Flag LLC (“**Corner Flag**”), A&M was appointed as Receiver of EHGNA. A copy of the Appointment Order dated February 15, 2019 is attached hereto as **Appendix “A”**. A copy of the First Report to Court of the Receiver dated March 20, 2019 (the “**First Report**”), without appendices, is attached hereto as **Appendix “B”**.
- 1.3 Background information with respect to EHGNA and the circumstances leading to the appointment of the Receiver are provided in the First Report.
- 1.4 On March 27, 2019, this Court made an Order (the “**Sales Process Order**”) attached to this Second Report as **Appendix “C”**, which among other things, approved, *nunc pro tunc*, the sales process described in Appendix “E” to the First Report (the “**Sales Process**”). Pursuant to the Sales Process, bids in respect of EHGNA’s Property (as defined in the Appointment Order) or any part or parts thereof, in the form of binding Letters of Intent (“**LOIs**”), were 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**”).

1.5 The purpose of this Second Report is to:

- (a) provide an update on the Sales Process;
- (b) support the Receiver’s motion for orders, among other things:
  - (i) approving the Roadtrek APA and Roadtrek TSA (both as defined and described below);
  - (ii) approving the La Mesa Bill of Sale (as defined and described below);
  - (iii) approving the Infinity APA (as defined and described below);
  - (iv) authorizing but not obligating the Receiver to assign EHGNA into bankruptcy, and authorizing but not obligating A&M to act as trustee in bankruptcy;
  - (v) authorizing the Receiver to make an interim distribution to Corner Flag following the closing of some or all of the Transactions and to make such further distributions to Corner Flag as the Receiver deems appropriate without further Order of the Court (as described in greater detail below);
  - (vi) approving certain payments, *nunc pro tunc*, made by the Receiver, and authorizing the Receiver to make certain payments, in each case, to MBFS

and MBFS US in respect of MBFS Financed Collateral and MBFS US Financed Collateral (each as defined and described below), respectively, without further order of the Court;

- (vii) sealing **Confidential Appendices “A”, “B” and “C”** (each as described below) until further order of this Court;
  - (viii) approving the fees and disbursements of the Receiver for the period February 7, 2019 to May 18, 2019, and those of its legal counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), for the period February 10, 2019 to May 17, 2019; and
  - (ix) approving this Second Report and the activities of the Receiver described herein;
- (c) provide a general update on key aspects of the receivership proceedings (“**Receivership Proceedings**”), including the Receiver’s ongoing work with respect to RV Inventory (as defined below) and the respective claims of the Primary Secured Creditors (as defined below); and
- (d) describe the Receiver’s activities since the date of the First Report (March 20, 2019) to the date of this Second Report.

## 2.0 TERMS OF REFERENCE AND DISCLAIMER

- 2.1 In preparing this Second 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 Second Report has been prepared for 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 Second 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 Second Report different than the provisions of this paragraph.
- 2.4 The information contained in this Second Report is not intended to be relied upon by any investor or purchaser in any transaction with the Receiver.



- 2.5 All defined terms not otherwise defined in this Second Report are as defined in the Appointment Order or the First Report.
- 2.6 Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
- 2.7 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").

### **3.0 SALES PROCESS – ROADTREK TRANSACTION**

- 3.1 Paragraph 3(n) of the Appointment Order authorized 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.
- 3.2 As described in the First Report, as authorized by the Appointment Order, the Receiver undertook the following initial steps to commence the Sales Process:
- developed a listing and contacted those parties that may be interested in acquiring some or all of the Property 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. The Receiver contacted 50 parties in total;

- 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
- sent the Process Letter to the parties who executed CAs describing the proposed Sales Process, which Process Letter was attached as Appendix “F” to the First Report. The Receiver advised that the proposed Sales Process described in the Process Letter would be brought forward for Court approval.

3.3 On March 27, 2019, this Court made the Sales Process Order approving the Sales Process, *nunc pro tunc*, and authorized and directed the Receiver to implement the Sales Process.

3.4 In accordance with the Sales Process Order, bids in the form of binding Letters of Intent (“**LOIs**”) were 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 consent by Corner Flag (the “**LOI Deadline**”).

3.5 In addition to soliciting LOIs within the Sales Process for “turnkey” bids, on March 22, 2019, the Receiver wrote to a group of 17 liquidators by email as follows:

We are writing to you in our capacity as Court-appointed receiver and manager (“Receiver”) of Erwin Hymer Group North America, Inc. (“EHGNA”). EHGNA is an RV manufacturer with four facilities in and around Cambridge, Ontario.

The Receiver has initiated a Sales Process for the property, assets and undertakings of EHGNA and has been in contact with certain interested parties. On March 20, 2019, we served a Motion Record to, among other things, seek Court approval for the Receiver to further conduct and formalize the terms of the Sales Process. The motion is returnable on March 27, 2019. The Sales Process includes a deadline for submission of binding letters of intent by not later than 5:00 p.m. (Eastern Time) on April 3, 2019 (the “Bid Deadline”). The First Report of the Receiver and other information related to the receivership are available on the case website at: <https://www.alvarezandmarsal.com/ehgna>

While the Sales Process is focused on soliciting “turnkey” bids where a purchaser would restart a portion of EHGNA’s business and operations, the Receiver is also seeking liquidation bids in the event that a satisfactory “turnkey” bid does not emerge. To that end, if you are interested in participating in the process to submit a liquidation bid by the Bid Deadline, we ask that you execute and return the attached Confidentiality Agreement and we can then coordinate site visits at EHGNA’s facilities. We are in the process of preparing an Asset Parcel Information Package which will include parcel information, terms and conditions of sale, bid form, etc. We anticipate that the primary asset parcels will be: (i) raw materials inventory; (ii) manufacturing equipment; (iii) tow trailers; and (iv) office furniture and equipment.

- 3.6 In aggregate, the Receiver contacted or received inbound inquiries from 67 parties with potential interest in the Sales Process. Of those 67 parties, 33 executed CAs and were provided access to the Data Room. This group was comprised of: (i) 13 strategic parties that operate within the RV industry; (ii) 5 financial sponsors; and (iii) 15 liquidators. A separate data room was established specifically for liquidators.
- 3.7 During the period leading up to the LOI Deadline, the Receiver worked extensively with interested parties to coordinate site visits and meetings with former management, and to

respond to diligence information requests and questions. Ultimately, 9 parties (2 strategic turnkey bidders and 7 liquidators) submitted bids by the LOI Deadline. Neither Corner Flag (a secured creditor and sole shareholder), Thor Industries Inc. (“**Thor**”) (the acquirer of the shares of Erwin Hymer Group SE (“**EHG SE**”)), EHG SE (a secured creditor and former shareholder) or any related party submitted bids in the Sales Process.

3.8 During the days immediately following the LOI Deadline, the Receiver: (i) analyzed the bids received; (ii) discussed with the two turnkey bidders their respective bids to clarify certain aspects of their bids, including the assets proposed to be included and excluded from such turnkey transactions; and (iii) prepared a summary of all of the qualified bids received for discussion with Corner Flag, including the two turnkey bids. A summary of the bids received is provided in **Confidential Appendix “A”** attached hereto, which Confidential Appendix “A” the Receiver requests be sealed by this Court. The Receiver’s rationale for such request is provided in Section 17.0 of this Second Report.

3.9 After analyzing the bids and consulting with Corner Flag, the Receiver determined that the bid submitted by Rapido Groupe (“**Rapido**”) was a Qualified Bid pursuant to the terms of the Sales Process and is superior to the other offers submitted for a number of reasons, including, but not limited to:

- (a) the purchase price;
- (b) the nature and limited number of conditions precedent, and the extent of further due diligence required, to negotiate an asset purchase agreement and close a transaction;

- (c) the provision of meaningful future employment opportunities for former employees of EHGNA; and
  - (d) the estimated net realizable value of the assets excluded from the bid, which would thereby remain available for the Receiver to sell and generate further recoveries.
- 3.10 The Rapido bid contemplates the acquisition of that part of EHGNA’s business relating to the manufacturing, distribution and advertising of “Roadtrek” style and branded motorhome models in Canada and the United States (the “**Roadtrek Business**”). The results of the Sales Process with respect to the remaining assets of EHGNA are addressed in later sections of this Second Report.
- 3.11 Rapido is headquartered in Mayenne Cedex, France. It is the second largest RV company in France and the fourth largest in Europe, with over 1,500 employees. Rapido was founded in 1948 by the Rousseau family and remains 100% family owned.
- 3.12 On April 12, 2019, the Receiver and Rapido concluded a binding LOI (the “**Rapido LOI**”), subject to a series of conditions precedent including the completion of certain specific diligence by May 15, 2019 (the “**Additional Diligence Period**”), negotiation of a mutually acceptable form of asset purchase agreement, and the issuance of an approval and vesting order in form and substance satisfactory to Rapido by no later than June 14, 2019 (the latter condition being the “**Vesting Order Condition**”). Rapido concluded the Additional Diligence Period by May 15, 2019 and confirmed to the Receiver in writing on that date (as required under the Rapido LOI) its intention to proceed with the proposed transaction

set forth in the Rapido LOI (the “**Roadtrek Transaction**”). By execution of the Roadtrek APA, Rapido was deemed to have satisfied or waived all of the conditions precedent set out in the Rapido LOI, other than the Vesting Order Condition. The Vesting Order Condition was extended to June 17, 2019 by mutual agreement of the parties in writing. The proposed Roadtrek Transaction remains subject to the limited conditions set forth in the Roadtrek APA as described below, including the Vesting Order Condition.

- 3.13 On June 4, 2019, the Receiver and RT Acquisition Corp. (the “**Roadtrek Buyer**”), a special purpose entity incorporated by Rapido for the purpose of effecting the Roadtrek Transaction, executed an asset purchase agreement (the “**Roadtrek APA**”). A redacted copy of the Roadtrek APA is appended hereto as **Appendix “F”**. Key aspects of the Roadtrek APA are summarized in the following table (capitalized terms have the meanings ascribed to them in the Roadtrek APA):

<b>Purchase Price</b>	The balance of the Purchase Price, net of the Deposit and subject to any Purchase Price adjustment, to be paid on Closing.
<b>Deposit</b>	15% of the Purchase Price, refundable to the Roadtrek Buyer only in the event that the Receiver declines a Purchase Price adjustment or on termination of the Roadtrek APA by the Roadtrek Buyer in the event of a material breach by the Receiver.
<b>Purchase Price Adjustment</b>	The Roadtrek Buyer may request a Purchase Price reduction if new warranty issues are discovered between the execution date of the Roadtrek APA and the Closing, and only where the warranty issues exceed a \$500,000 materiality threshold and impact the Roadtrek Buyer Warranty described below. The Receiver, with the consent of Corner Flag, may either accept the Purchase Price reduction or terminate the Roadtrek APA.
<b>Closing Date</b>	No later than July 5, 2019, or such later date as agreed to by the Receiver, the Roadtrek Buyer and Corner Flag.

<p><b>Purchased Assets</b></p>	<p>The Roadtrek Buyer is purchasing the following assets relating to the Roadtrek Business:</p> <ul style="list-style-type: none"> <li>a. “Roadtrek” branded recreational vehicle inventory, including raw chassis, work-in-process and finished goods and all related raw material and spare part inventory located in Ontario;</li> <li>b. fixed assets and equipment;</li> <li>c. certain prototype vehicles;</li> <li>d. the lease for 20 Tyler Street, Cambridge, Ontario (the “Lease”), including the security deposit but excluding tenant inducements;</li> <li>e. intellectual property solely relating to the Roadtrek Business;</li> <li>f. information technology systems, including hardware, software, licences and associated contracts;</li> <li>g. goodwill;</li> <li>h. business records;</li> <li>i. motor vehicles; and</li> <li>j. all dealer tags in the Receiver’s possession.</li> </ul>
<p><b>Assumed Liabilities</b></p>	<p>The Roadtrek Buyer is assuming only the following liabilities:</p> <ul style="list-style-type: none"> <li>a. cure costs under the Lease and other assumed contracts (which the Receiver expects to be minimal);</li> <li>b. post-Closing obligations under the Lease;</li> <li>c. post-Closing obligations relating to the Purchased Assets and the operation of the Roadtrek Business;</li> <li>d. certain post-Closing environmental liabilities relating to the Roadtrek Business and the Purchased Assets;</li> <li>e. post-Closing liabilities relating to the New Hires (as defined below);</li> </ul>

	<p>f. post-Closing tax obligations relating to the Purchased Assets (excluding income tax) and 50% of any taxes payable with respect to the acquisition of the Purchased Assets under the Roadtrek APA;</p> <p>g. the Roadtrek Buyer Warranty obligations; and</p> <p>h. all liabilities relating to Permitted Encumbrances.</p>
<b>Roadtrek Buyer Warranty</b>	<p>The Roadtrek Buyer will honour warranty claims of up to \$1,500 per unit on “Roadtrek” vehicles forming part of the Purchased Assets for a two-year warranty period starting on the date of purchase by a consumer, but only for warranty claims made by the original purchaser. No warranty shall be provided in respect of certain itemized vehicles identified as Excluded Warranty Vehicles under the Roadtrek APA, which shall include vehicles potentially subject to the second row seating issue (described in Section 10.0 below).</p>
<b>Transition Agreements</b>	<p>The Roadtrek APA contemplates that the Receiver and the Roadtrek Buyer will enter into a transition services and occupation agreement (the “<b>Roadtrek TSA</b>”) on the Closing Date to provide for certain transition services between the parties. The Roadtrek Buyer will assist the Receiver in the preparation of tax returns, the preparation of employee forms (T4s and Records of Employment), and the collection of any pre-Closing accounts receivable, and will provide the Receiver with access to the Cambridge Facility to remove Excluded Assets and will assist in the removal of Excluded Assets. The Roadtrek Buyer’s employees will also facilitate the Receiver accessing the books and records conveyed to the Roadtrek Buyer for the purposes of discharging the Receiver’s duties in these Receivership Proceedings (and to any trustee in bankruptcy appointed in any bankruptcy proceedings). The Receiver will assist the Roadtrek Buyer in the remittance of any funds received by the Receiver post-Closing that constitute Purchased Assets and the transfer of any necessary licenses or permits post-Closing, and will provide the Roadtrek Buyer with access to the Company’s premises to remove Purchased Assets and will assist in the relocation of any Purchased Assets to the Cambridge Facility.</p> <p>Under the Roadtrek TSA, the Receiver will grant the Roadtrek Buyer a temporary license to occupy the premises at 25 Reuter Drive until August 31, 2019 for the purposes of transitioning the Roadtrek Business, which license period may be extended with the Receiver’s consent at the sole cost of the Roadtrek Buyer.</p>
<b>Employees</b>	<p>The Roadtrek APA contemplates that the Roadtrek Buyer may, but is not required to, offer employment to current or former employees of the</p>



	Company (such employees who accept employment offers being “ <b>New Hires</b> ”). The Receiver understands that the Roadtrek Buyer intends on offering employment to approximately 100-110 of these employees upon Closing or when production resumes post-Closing, with the stated goal of growing its workforce to more than 200 employees by the end of 2020.
<b>Closing Conditions</b>	<p>The Closing of the Roadtrek Transaction is subject to the following conditions precedent:</p> <ul style="list-style-type: none"> <li>a. the proposed Approval and Vesting Order shall have been issued and entered;</li> <li>b. there shall be no Order, and no pending claim, proceeding or investigation, by a governmental authority preventing the Closing;</li> <li>c. the representations and warranties in the Roadtrek APA shall continue to be true in all material respects; and</li> <li>d. the Parties shall have performed their respective covenants in all material respects.</li> </ul> <p>The Receiver notes that although the Roadtrek Buyer has covenanted to use its best efforts to seek a consent to the assignment of the Lease to the Roadtrek Buyer by the Closing Date, consent to such assignment is not a condition precedent to Closing.</p>

3.14 An initial deposit of 5% of the proposed purchase price was delivered by Rapido to the Receiver on April 3, 2019 on submission of its bid. A further 5% deposit was delivered by Rapido following execution of the Rapido LOI. A final 5% deposit was delivered by Rapido after expiry of the Additional Diligence Period.

3.15 The parent company of the Roadtrek Buyer, VDL Participation SAS (the “**Roadtrek Guarantor**”), has guaranteed the payment and performance of the Roadtrek Buyer’s obligations under the Roadtrek APA, the Roadtrek TSA and all related ancillary closing documents up to a maximum amount of the purchase price under the Roadtrek APA, less

the deposit; provided that the Roadtrek Guarantor has unconditionally guaranteed the Roadtrek Buyer's indemnity obligations under such documents. The Roadtrek Guarantor has provided the Receiver with satisfactory evidence of its financial wherewithal to satisfy its obligations under such guarantee.

3.16 It is a requirement of the Roadtrek APA that the Purchased Assets are conveyed to the Roadtrek Buyer free and clear of construction liens registered against title to the 20 Tyler Street premises. In addition, in order to grant consent to the assignment of the Lease to the Roadtrek Buyer, the Landlord requires that the Construction Liens (hereinafter defined) be vacated.

3.17 There are three construction lien claims registered on title to the 20 Tyler Street premises that are demised to the Company under the Lease:

- (a) WR1167102 registered on February 1, 2019 in favour of Jay Fencing Ltd. in the amount of \$65,002.12;
- (b) WR1169694 registered on February 19, 2019 in favour of Travis Mitchell (o/a Ash Electrical) ("**Ash Electrical**") in the amount of \$817,125.36; and
- (c) WR1174846 registered on March 22, 2019 in favour of Toromont Industries Ltd. ("**Toromont**") in the amount of \$14,064.92,

(collectively, the "**Construction Liens**").

- 3.18 The Receiver understands that Toromont acted as a subcontractor to Ash Electrical in respect of the services subject to the above-noted lien. Accordingly, the amount asserted to be owing by EHGNA in Toromont's lien may already be subsumed within the amount claimed by Ash Electrical. The Receiver understands that Ash Electrical has entered into bankruptcy proceedings, and MNP LLP has been appointed as the bankruptcy trustee.
- 3.19 Pursuant to the Lease, EHGNA is entitled to total tenant inducements of \$1.2 million, plus sales taxes (if applicable), subject to the terms and conditions contained in the Lease. The Lease further provides that the tenant inducements shall be available in up to three advances in accordance with applicable construction lien legislation, subject to a 10% holdback on each such advance, and shall be paid within thirty days of written request by EHGNA accompanied by paid invoices and a statutory declaration setting forth certain matters set forth in the Lease. Prior to the Receivership Proceedings, EHGNA made two draws against the tenant inducements totaling \$800,000, resulting in Gateway Business Campus Limited Partnership (the "**Landlord**") advancing \$720,000 to EHGNA net of the 10% holdback. As at the date hereof, the undrawn balance of tenant inducements under the Lease totals \$480,000. The Receiver has advised the Landlord that it is seeking payment of the tenant inducements.
- 3.20 The Receiver is presently in discussions with the Landlord and the Roadtrek Buyer with respect to the availability of such undrawn balance, the funding mechanism with respect to same and the completion of the work required to achieve office occupancy at the 20 Tyler Street premises. To the extent that the tenant inducements are not sufficient to satisfy the

Construction Lien claims, the Roadtrek Buyer has covenanted to fund up to \$150,000, if necessary.

- 3.21 The Receiver has reviewed the Construction Liens with Osler and has engaged in discussions with the Construction Lien claimants (and in the case of Ash Electrical, MNP LLP). The Receiver is presently gathering requisite documentation to validate the amounts owed to the Construction Lien claimants. Based on the Receiver's preliminary view, it appears that the Construction Liens are overstated as the value of the work performed is less than the value of the Construction Liens.
- 3.22 To address the Roadtrek Buyer's requirement that the liens be vacated, the proposed Approval and Vesting Order contemplates that the Construction Liens shall be vacated from title to the 20 Tyler Street premises and shall reattach to a reserve established from the net proceeds of the Roadtrek Transaction in an amount equal to the face value of the Construction Liens together with security for costs calculated in accordance with section 44(1) of the *Construction Act*. No amounts will be distributed from this reserve to Corner Flag or any other creditor in these proceedings until the Construction Lien claims have been fully and finally settled and discharged by mutual agreement between the Receiver and the holders of the Construction Liens, or on further order of the Court.
- 3.23 The Receiver is of the view that the Roadtrek Transaction is in the best interests of the stakeholders and recommends that this Court approve the Roadtrek Transaction as set out in the Roadtrek APA for the following reasons:

- (a) the proceeds realizable through the Roadtrek Transaction are meaningful and superior to all other bids received following a rigorous Court-approved Sales Process, and the Roadtrek Buyer has demonstrated its financial ability to close the Roadtrek Transaction on a timely basis;
- (b) the Receiver believes that the market has been thoroughly canvassed pursuant to the Court-approved Sales Process and the prior Global Sales Process and does not believe that further marketing will provide a superior offer for the estate;
- (c) the only remaining condition to closing is the Vesting Order Condition;
- (d) no further diligence is required by the Roadtrek Buyer in order to complete the Roadtrek Transaction;
- (e) the Roadtrek Transaction is expected to provide future employment opportunities for a meaningful number of former employees of EHGNA;
- (f) as demonstrated below, the Receiver was able to secure realizable value for the assets excluded from the Roadtrek Transaction, thereby generating further recoveries; and
- (g) the Roadtrek Transaction is supported by Corner Flag.

#### 4.0 SALES PROCESS – LA MESA TRANSACTION

4.1 As previously indicated, as part of the comprehensive Sales Process, the Receiver in addition to soliciting turnkey bids also solicited offers for all property, assets and undertakings of the Company.

4.2 Certain assets excluded from the Roadtrek APA include, among other things, Hymer branded finished goods RV units (the “**Hymer RV Inventory**”). While the Receiver has continued to sell Hymer RV Inventory in the normal course throughout the Receivership Proceedings, the Receiver also sought opportunities to sell substantially all of the Hymer RV Inventory through three main channels, including:

- (a) soliciting interest from Thor, which had been the ultimate purchaser of the Hymer brand through its acquisition of EHG SE following the Global Sale Process;
- (b) seeking proposals to sell substantially all of the Hymer RV Inventory from the three liquidators who had submitted liquidation offers to the Receiver during the Sales Process; and
- (c) soliciting interest in the Hymer RV Inventory from Finished Product Dealers and former Finished Product Dealers of EHGNA.

4.3 Thor declined any interest in purchasing the Hymer RV Inventory. Based on the values contained in the indicative proposals received from the three liquidators in comparison to the multiple proposals received from Finished Product Dealers for some or all of the Hymer

RV Inventory, the Receiver determined that selling the Hymer RV Inventory through the existing Finished Product Dealer network would provide for the highest realizations in respect of the Hymer RV Inventory.

- 4.4 Due to the significant logistical issues, variations in pricing and timeframe that would be required to sell the Hymer RV Inventory on a piecemeal basis, the Receiver approached several large Finished Product Dealers in an effort to facilitate an “*en bloc*” purchase of the Hymer RV Inventory which could be transacted on a more expedited timeline. Following extensive discussions and negotiations, on June 6, 2019, the Receiver entered into a bill of sale (the “**La Mesa Bill of Sale**”) to sell substantially all of the Hymer RV Inventory to La Mesa R.V. Center, Inc. (“**La Mesa**”), subject to the terms and conditions described below (the “**La Mesa Transaction**”).
- 4.5 Below is a summary of certain provisions of the La Mesa Bill of Sale, which is attached to this Second Report as **Appendix “G”**. Due to the commercial sensitivity and confidential nature of the purchase price provided for in the La Mesa Transaction, both for individual RV units and in aggregate, exact values have been redacted in the La Mesa Bill of Sale.
- 4.6 The La Mesa Transaction contemplates the sale of 113 completed RV units (subject to potential adjustments as a result of the inspection period) using the “Hymer” or “Carado” brand are being purchased by La Mesa through the La Mesa Transaction, which represent substantially all of the Company’s remaining Hymer RV Inventory that is Finished Product.

- 4.7 The La Mesa Bill of Sale requires that the Receiver apply to the Court for approval of the La Mesa Transaction and the vesting of the Hymer RV Inventory to La Mesa free and clear of all claims, liens, charges and encumbrances.
- 4.8 Given the number of vehicles involved, and the logistics of transferring the same, the closing of the La Mesa Transaction shall occur in tranches, as summarized below (capitalized terms have the meanings ascribed to them in the La Mesa Bill of Sale):

<b>Tranche</b>	<b>Number of RV Units</b>	<b>Closing Date</b>
First Tranche Vehicle Inventory	28	Initial Closing Date: Earlier of June 21, 2019 and first Business Day following issuance of the proposed Approval and Vesting Order
Second Tranche Vehicle Inventory	28	Second Tranche Closing Date: Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the First Tranche Vehicle Inventory
Third Tranche Vehicle Inventory	28	Third Tranche Closing Date: Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the Second Tranche Vehicle Inventory
Fourth Tranche Vehicle Inventory	10	Fourth Tranche Closing Date: Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the Third Tranche Vehicle Inventory
Fifth Tranche Vehicle Inventory	19	Fifth Tranche Closing Date: Business Day following the Purchaser confirming delivery across the Canada/US border of the last vehicle of the Fourth Tranche Vehicle Inventory, but no later than July 29, 2019
<b>Total</b>	<b>113</b>	



- 4.9 The Receiver will assist La Mesa in arranging the shipping and logistics of the Hymer RV Inventory to locations in the United States directed by La Mesa, which shall be at La Mesa's cost. The purchase price for any units that are not successfully shipped across the Canada/US border shall be refunded from the purchase price (or the La Mesa Deposit) received by the Receiver in respect thereof. Upon confirmation that the respective unit has crossed the Canada/US border and the expiry of any refund right, the Receiver will pay a portion of the purchase price received in respect of the First Tranche Vehicle Inventory and the Second Tranche Vehicle Inventory to Beaver Motors, Inc. ("**Beaver Motors**") in respect of any amounts owed by EHGNA to Beaver Motors for the raw chassis underlying the Hymer RV Inventory being sold in such tranches, in order to obtain the requisite title documentation to transfer to La Mesa. In order to gain sufficient access to the RV Inventory contemplated by the La Mesa Transaction for La Mesa to conduct their inspection and for the Receiver to address any deficiencies identified by La Mesa, the Receiver has paid Challenger Motor Freight Inc. ("**Challenger**") in full for any storage amounts owed in respect of the Hymer RV Inventory sold through the La Mesa Transaction (for which Challenger had a valid priority lien).
- 4.10 Following the closing of each tranche, the Receiver expects to issue a Receiver's Certificate to La Mesa (which Receiver's Certificate shall be filed with the Court) confirming that all conditions to the applicable closing have occurred and thereby effecting the vesting of the RV Inventory included in such tranche to La Mesa free and clear of all claims, liens, charges and encumbrances.

- 4.11 La Mesa has provided a deposit in the amount of US\$1 million (the “**La Mesa Deposit**”), which amount shall be released to the Receiver on the Initial Closing Date. The La Mesa Deposit shall be applied against the purchase price in respect of the Fifth Tranche Vehicle Inventory (the final tranche in the La Mesa Transaction).
- 4.12 Completion of the proposed La Mesa Transaction will enable the Receiver to realize upon a substantial portion of the remaining assets of the Company not included in the Roadtrek Transaction, on a timely and “*en bloc*” basis, allowing the Receiver to conclude this aspect of the Receivership Proceedings. The La Mesa Transaction contains limited conditions, a substantial deposit and is supported by Corner Flag.
- 4.13 The Receiver believes that completing the La Mesa Transaction is in the best interests of the Company’s stakeholders and recommends that this Court approve the La Mesa Transaction as set out in the La Mesa Bill of Sale for the following reasons:
- (a) the proceeds realizable through the La Mesa Bill of Sale are superior to the other bids received for such assets;
  - (b) the Receiver believes that the market has been thoroughly canvassed pursuant to the Court-approved Sales Process and the prior Global Sales Process and does not believe that further marketing will provide a superior offer for the estate; and
  - (c) the efficient nature of an “*en bloc*” sale of a substantial portion of the remaining assets of the Company not included in the Roadtrek Transaction enables a timely resolution of this aspect of the Sales Process.

## 5.0 SALES PROCESS – INFINITY ASSET SOLUTIONS TRANSACTION

- 5.1 As noted above, the Roadtrek APA provides for the sale of assets connected to the Roadtrek Business. It specifically excludes certain manufacturing equipment and raw materials inventory that are not connected to the Roadtrek brand or required by the Roadtrek Buyer to restart manufacturing operations at the 20 Tyler Street premises. It also specifically excludes certain office furniture and equipment. In order to realize upon the remaining assets of the Company (collectively, the “**Non-Acquired Assets**”) and to enable the Receiver to vacate the three (3) leased facilities (25 Reuter Drive in Cambridge, 100 Shirley Avenue in Kitchener and 400 Southgate Drive in Guelph) (the “**Remaining Premises**”) excluded from the Roadtrek Transaction, the Receiver contacted three (3) of the liquidators that had submitted bids in the Sales Process and asked them to re-submit bids for the Non-Acquired Assets only.
- 5.2 The Receiver provided these liquidators with an updated Asset Parcel Information Package that included, among other things, asset listings, parcel information, terms and conditions of sale, and a bid form. As the liquidators had previously visited EHGNA’s premises as part of the Sales Process and were familiar with EHGNA’s assets, the Receiver requested that the new liquidation offers be submitted to the Receiver no later than 4:00 p.m. (Eastern Time) on May 31, 2019 (the “**New Liquidation Bid Deadline**”).
- 5.3 During the time leading up to the New Liquidation Bid Deadline, the Receiver worked with the liquidators to arrange additional site visits, and to respond to updated diligence

information requests and questions. All three (3) liquidators submitted bids by the New Liquidation Bid Deadline.

- 5.4 During the days immediately following the New Liquidation Bid Deadline, the Receiver:
- (i) analyzed the bids received;
  - (ii) discussed the bids with the liquidators to clarify certain aspects of the bids;
  - (iii) prepared a summary of the bids received; and
  - (iv) discussed same with Corner Flag. A summary of the bids received is provided in **Confidential Appendix “B”** attached hereto, which Confidential Appendix “B” the Receiver requests be sealed by this Court. The Receiver’s rationale for such request is provided in Section 17.0 of this Second Report.
- 5.5 After analyzing the bids and consulting with Corner Flag, the Receiver determined that the bid submitted by Infinity Asset Solutions Inc. (“**Infinity**”) is superior to the other offers submitted for a number of reasons including, but not limited to the following:
- (a) the proposed purchase price and ability of Infinity to complete the transaction;
  - (b) the estimated time for conducting an auction and ultimately enabling the Receiver to vacate the Remaining Premises; and
  - (c) the nature and limited number of conditions and further due diligence required to negotiate a definitive agreement.
- 5.6 On June 10, 2019, the Receiver and Infinity executed an Agreement of Purchase and Sale (the “**Infinity APA**”), which is attached to this Second Report as **Appendix “H”**. Infinity

also provided the Receiver with a deposit in an amount equal to approximately 19% of the purchase price thereunder. Key aspects of the Infinity APA are summarized below (capitalized terms have the meanings ascribed to them in the Infinity APA):

<b>Purchase Price</b>	The balance of the purchase price, net of the deposit and subject to any purchase price adjustment, to be paid on closing.
<b>Deposit</b>	19% of the purchase price, refundable to Infinity only on termination of the Infinity APA by Infinity in the event of either substantial damage to the purchased assets or a material breach by the Receiver.
<b>Purchase Price Adjustment</b>	The purchase price may be reduced if the Receiver excludes any purchased asset subject to an actual, pending or threatened claim by a third party, or as a result of loss or damage to the purchased assets prior to Closing.
<b>Closing Date</b>	No later than June 21, 2019, or such later date as agreed to by the Receiver and Infinity.
<b>Purchased Assets</b>	The purchased assets consist of certain machinery and equipment excluded from the Roadtrek Transaction, and certain non-Roadtrek parts and raw material inventory and certain other assets.
<b>Conduct of Liquidation</b>	Infinity will be permitted to have non-exclusive access to the Remaining Premises during the Liquidation Period, at no charge, to conduct a public auction of the purchased assets. Infinity has covenanted to leave the Remaining Premises in a clean and broom swept condition, and to be responsible for the first \$50,000 of cleanup costs relating thereto including for any remaining Purchased Assets. Infinity may add other equipment and machinery to enhance the sale of the Purchased Assets from the Premises during the Liquidation Period.
<b>Liquidation Period</b>	Infinity will have access to the Southgate facility and the Shirley facility until 4:30 pm on July 31, 2019, and access to the Reuter facility until 4:30 pm on August 15, 2019 to conduct the sale and removal of the purchased assets.
<b>Closing Conditions</b>	The closing of the Infinity transaction is subject to the following conditions precedent: <ul style="list-style-type: none"> <li>a. the proposed Approval and Vesting Order shall have been issued and entered;</li> </ul>

	<ul style="list-style-type: none"> <li>b. there shall be no pending or threatened action or proceeding preventing the closing or the right of Infinity to own the purchased assets after closing;</li> <li>c. the representations and warranties in the Infinity APA shall continue to be true in all material respects;</li> <li>d. the Parties shall have performed their respective covenants in all material respects; and</li> <li>e. the Receiver shall not have lost its ability to convey the purchased assets to Infinity.</li> </ul>
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5.7 The Receiver is of the view that the transaction contemplated under the Infinity APA is in the best interests of the stakeholders and recommends that this Court approve the entering into of the Infinity APA for the following reasons:

- (a) the amount and certainty of the purchase price, being superior to the other bids received, including liquidation bids received with net minimum guarantees;
- (b) the Receiver believes that the market has been thoroughly canvassed pursuant to the Court-approved Sales Process and the prior Global Sales Process and does not believe that further marketing will provide a superior offer for sales or liquidation bids for the estate;
- (c) the Liquidation Period; and
- (d) the “*en bloc*” nature of the sale and removal of a majority of the remaining assets of the Company not included in the Roadtrek Transaction or the La Mesa Transaction enables a timely resolution of this aspect of the Sales Process.

## 6.0 SALES PROCESS – REMAINING ASSETS

6.1 Certain RV Inventory and receivables relating to the sale of RV Inventory have been excluded from the Roadtrek Transaction, the La Mesa Transaction and the Infinity APA. This RV Inventory consists of Raw Chassis, WIP and Finished Product located in Canada and the United States. The Receiver intends to continue to settle outstanding receivables and sell this remaining RV Inventory on a piecemeal basis using the Company's existing dealer network and other sources to realize on the value thereof.

## 7.0 EMPLOYEES

7.1 The Receiver's activities with respect to EHGNA's former employees during the first 5 weeks of the Receivership Proceedings were described in the First Report. Since March 20, 2019 (the date of the First Report), the Receiver has continued to oversee and coordinate, with the assistance of certain former employees: (i) the administration of final payments to employees for amounts owed for wages, vacation pay and reimbursable expenses as of the Receivership Date; (ii) the issuance of Records of Employment; (iii) the issuance of T4s for 2018 and 2019; and (iv) the submission of claims by former employees under the Wage Earners Protection Program.

7.2 In total, the Receiver has re-engaged, at various points in time, a total of 42 former employees (as many as 31 at one time) (the "**Former Employees**") for various periods during the Receivership Proceedings, to maintain the "warm idle" status of the Company's operations and to assist in finance, operations and human resource duties, completion of

WIP inventory, reconciliation of claims by Chassis Dealers, identification and realization of Finished Product inventory, collection of accounts receivable, and assisting in the Sales Process.

- 7.3 The Former Employees have been instrumental in securing the Roadtrek Buyer as a turnkey buyer through assistance with diligence items, preparation of a go-forward business plan, preparation of a transition plan, and in providing other operational and financial insights.
- 7.4 The number of Former Employees and the functions of people engaged by the Receiver at any one time fluctuates depending on the tasks at hand, and the length of time to complete those tasks. The Receiver currently engages 26 former employees who will assist in realization of remaining assets, the closing of the Roadtrek Transaction, the La Mesa Transaction and the Infinity APA, and assist in transition activities, including but not limited to, the movement of inventory, equipment, books and records and other assets, vacating the leased premises, and the sale and shipment of inventory.

## **8.0 RV INVENTORY**

- 8.1 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, work-in-process units and finished goods inventory (the "**RV Inventory**"), and urgently sought the return of same. As described in detail in the First Report, the Receiver, 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 and to such RV Inventory. This assessment included discussions with the various Chassis Dealers and Finished Product Dealers (each as defined in the First Report) and those dealers' respective floor plan financing parties, as well as providers of warehousing services. It also 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 which RV Inventory could be included in any potential sale of EHGNA's business and/or assets, and which RV Inventory, if any, should be returned on the basis of legal entitlement. The considerations incorporated in that exercise are described in extensive detail in the First Report.

- 8.2 The Inventory Analysis necessitated, among other things, identification of each unit of RV Inventory by its vehicle identification number (“VIN”), and a determination of the party in physical possession of the relevant unit and the associated Manufacturer's Statement of Origin (“MSO”) for RV Inventory for sale in the United States or New Vehicle Information Statement (“NVIS”) for RV Inventory for sale in Canada. The Receiver has completed its reconciliation of the RV Inventory and the 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.

8.3 Based on the Inventory Analysis, the proposed transactions described herein, and the considerations described in the First Report, the Receiver has been and continues to address Raw Chassis, WIP and Finished Product as outlined below.

Raw Chassis

8.4 As noted in the First Report, after appointment, the Receiver became aware of more than 900 total Raw Chassis which were designated for production by EHGNA and which were (i) physically in transit, (ii) at third party storage warehouses, or (iii) at EHGNA's premises. EHGNA had paid for less than 35 of the Raw Chassis identified by the Receiver.

8.5 The Receiver has been dealing with such Raw Chassis as follows:

- (a) any non-Mercedes financed Raw Chassis for which EHGNA had not paid the respective Chassis Dealer have been made available for pick-up by such Chassis Dealer, in exchange for provision to the Receiver of appropriate releases (to the extent able to be obtained) and payment or other settlement by these Chassis Dealers of any storage and related charges. The Receiver has been working with the relevant Chassis Dealers to return or otherwise release such Raw Chassis;
- (b) as reported in the First Report, there are Raw Chassis which have been financed by Mercedes-Benz Financial Services, a business unit of Mercedes-Benz Financial Services Canada Corporation ("MBFS") and Mercedes-Benz Financial Services USA LLC ("MBFS US"), held by EHGNA at its premises or in third party storage warehouses. The Receiver is working with MBFS and MBFS US to negotiate and

finalize releases and other mutually acceptable arrangements for the pick-up by MBFS and MBFS US of their respective Raw Chassis;

- (c) certain Raw Chassis are being sold to the Roadtrek Buyer pursuant to the Roadtrek Transaction, or to other third-party buyers. To the extent that EHGNA or the Receiver has not previously paid for such Raw Chassis, the Receiver proposes to provide the proceeds received in respect of such Raw Chassis to the relevant Chassis Dealer who originally supplied same (to the extent of the amount owing), in order to obtain the relevant title documentation for transfer to the purchaser thereof; and
- (d) the Receiver is in possession or control of certain Raw Chassis and associated title documentation not subject to the Roadtrek Transaction for which EHGNA had previously paid. The Receiver continues to market these Raw Chassis for sale to other customers; and
- (e) the Receiver understands that there are certain Raw Chassis supplied by Fiat Chrysler (“FCA”) that are located at storage facilities owned by Challenger (the “**FCA Raw Chassis**”). EHGNA was never invoiced for the FCA Raw Chassis and has not paid for same. Accordingly, the Receiver has notified FCA that such FCA Raw Chassis are not Property of EHGNA, that the Receiver does not claim any interest in such FCA Raw Chassis and that accordingly FCA should make arrangements with Challenger for the release and return of same. Where any of the

FCA Raw Chassis are located on EHGNA's premises, the Receiver will make arrangements with FCA for pickup of same.

WIP and Finished Product

8.6 The Receiver has been dealing with WIP and Finished Product as follows:

- (a) with respect to Finished Product where (i) a Chassis Dealer (including MBFS or MBFS US, as applicable) has been paid in full for the underlying Raw Chassis, and (ii) the Finished Product Dealer has paid EHGNA for the Finished Product in full, the Finished Product Dealer is entitled to the RV unit and the associated MSO/NVIS. Accordingly, the Receiver continues to arrange for delivery of such Finished Product and/or the associated MSO/NVIS to the relevant Finished Product Dealer, to the extent such Finished Product remains in EHGNA's possession;
- (b) with respect to WIP or Finished Product where (i) a Chassis Dealer (including MBFS or MBFS US, as applicable) has been paid in full for the underlying Raw Chassis, and (ii) a Finished Product Dealer has not yet paid EHGNA for the Finished Product, EHGNA is entitled to the MSO/NVIS, and the RV unit constitutes EHGNA's property (subject to the rights of secured creditors and any valid storer's lien). To the extent that this RV Inventory is not included in the Purchased Assets under the Roadtrek APA or in the purchased Hymer RV Inventory under the La Mesa Bill of Sale, the Receiver continues to market these assets for sale to third parties;

- (c) with respect to WIP or Finished Product where (i) the Chassis Dealer (including MBFS or MBFS US, as applicable) in respect of the underlying Raw Chassis has not been paid, and (ii) such WIP or Finished Product are being sold as part of the proposed Roadtrek Transaction or the La Mesa Transaction, the Receiver intends to pay the respective Chassis Dealer in respect of the underlying Raw Chassis on or prior to the applicable closing dates in order to obtain the relevant title documentation for the Roadtrek Buyer or La Mesa, as applicable;
- (d) with respect to WIP or Finished Product where (i) the Chassis Dealer (excluding MBFS or MBFS US) in respect of the underlying Raw Chassis has not been paid, and (ii) the WIP or Finished Product is not included in the proposed Roadtrek Transaction or the La Mesa Transaction, the Receiver continues to engage with the relevant Chassis Dealers to make arrangements to return or sell any such WIP or Finished Product. If such WIP or Finished Product is not returned, the Receiver will continue to sell such remaining assets;
- (e) with respect to WIP or Finished Product where (i) MBFS or MBFS US financed the underlying Raw Chassis, (ii) MBFS or MBFS US, as applicable, has not been paid, and (iii) where such WIP or Finished Product is not included in the proposed Roadtrek Transaction or the La Mesa Transaction, the Receiver proposes to deal with such WIP and Finished Product in the manner described in Section 15.0 below, in accordance with MBFS' and MBFS US' respective secured creditor priorities;

- (f) with respect to Finished Product shipped to Finished Product Dealers pre-receivership for which EHGNA or the Receiver has not been paid, the Receiver is attempting to collect from such Finished Product Dealers and/or sell the respective Finished Product to other Finished Product Dealers. If the Receiver receives proceeds in respect of these units and amounts owing for the underlying Raw Chassis have not been paid, the Receiver intends to pay for the underlying Raw Chassis on or prior to the applicable closing dates in order to obtain the relevant title documentation;
- (g) with respect to Finished Product shipped to Finished Product Dealers pre-Receivership for which EHGNA has been paid but for which amounts remain owing to the underlying Chassis Dealer (other than MBFS and MBFS US), the Receiver does not claim any interest in such Finished Product and the Receiver does not intend to pay such underlying Chassis Dealer for amounts owed;
- (h) the Receiver understands that certain original vehicle manufacturers have been delivering the required MSO/NVIS to retail consumers who have paid for and are in possession of a Finished Product RV (having purchased same from a Finished Product Dealer prior to the Receivership Date), but who are missing the requisite MSO/NVIS that would enable such consumer to use and drive the RV. The Receiver has facilitated the delivery of the MSO/NVIS that must be delivered by EHGNA along with the MSO/NVIS from the manufacturer (and, where applicable, the Chassis Dealer); and

- (i) the Receiver has released to EHG SE all Finished Product RVs paid for by EHG SE under the EHG SE Wells Fargo Guarantee in connection with the Vendor Agreement between EHGNA and Wells Fargo Commercial Distribution Finance, LLC, in exchange for appropriate releases.

8.7 A summary of the status of the Raw Chassis, WIP and Finished Product described above is outlined below:

<i>Expected Unit Outcome</i>	La Mesa Transaction	Roadtrek Transaction	To Be Realized Upon or Returned	Shipped to Dealers, Unpaid	Other	Total
<i>Unit Type</i>						
<b>FG</b>	113	41	8	16	-	178
<b>WIP and R&amp;D</b>	-	31	20	-	2	53
<b>Raw Chassis</b>	-	23	9	-	-	32
<b>Total</b>	<b>113</b>	<b>95</b>	<b>37</b>	<b>16</b>	<b>2</b>	<b>263</b>

8.8 The Receiver has provided regular updates to Corner Flag, EHG SE and where relevant, MBFS and MBFS US in respect of the foregoing.

## 9.0 TOW TRAILERS

9.1 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, intended 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. The Receiver is not aware of how many Hymer Touring trailers are owned by retail consumers.

- 9.2 The Receiver became aware in early March, 2019 that the running gear on the Hymer Touring trailers (the axle, brakes, hitch and breakaway device) had not been not tested by EHGNA for compliance with the CAN3-3313 standard required to be met by Transport Canada for all trailers. The Canadian Standards Association (the “CSA”) (the 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.
- 9.3 The Receiver issued a notice on March 21, 2019 to all dealers known from the Company’s books and records to have purchased Hymer Touring trailers, which notice outlined the regulatory situation with respect to the running gear issue and indicated that further information could be obtained from the Receiver upon request. On several occasions, the Receiver has connected the manufacturer of the running gear with the purchaser of the Hymer Touring trailer to understand what, if anything, can be done to address this issue.
- 9.4 The Receiver analyzed the potential costs and benefits of engaging a third-party automotive testing company to test the running gear on the Hymer Touring trailers in EHGNA’s locations. Given the expected significant costs of such testing (and that the supplier of the running gear was demanding payment of pre-filing amounts owing by EHGNA before cooperating with the completion of such testing) and strong market demand for the trailers



in their existing state, the Receiver decided to sell the trailers on an “as-is, where-is” basis with full disclosure of the running gear issue to prospective purchasers.

9.5 The Receiver has sold 43 Hymer Touring trailers on this “as-is, where-is” basis. At the time of the sale, the Receiver required each purchaser to explicitly acknowledge that a component of the running gear (which includes the axle, brakes, hitch, and breakaway device) used in the Hymer H550 trailer has not been tested by the supplier or by EHGNA for compliance with the CAN3-D313-Trailer Running Gear Standard, which testing is required by Transport Canada.

9.6 The Receiver notes that the remaining Hymer Touring trailers and related components located at EHGNA’s premises that are not subject to sales agreements are included as Purchased Assets in the Infinity APA.

## **10.0 SECOND ROW SEATING ISSUE**

10.1 In late April, 2019, during the Additional Diligence Period, the Roadtrek Buyer was provided with a test report dated November 30, 2016 (the “**2016 Test Report**”) by a former employee of EHGNA, on an unsolicited basis and without knowledge of the Receiver. Such former employee was never employed by the Receiver and was not authorized by EHGNA to be in possession of such report. Prior to the disclosure of the 2016 Test Report, neither management nor any former employee of EHGNA had alerted the Receiver of this issue.

- 10.2 The 2016 Test Report appeared to indicate that the second row seating in certain Roadtrek brand RV Inventory, such second row seating having been installed by EHGNA on the Mercedes 3500 Raw Chassis, did not pass Canadian Motor Vehicle Safety Standard (CMVSS) and Federal Motor Vehicle Safety Standard (FMVSS) 207, S4.2 (c) – Simultaneous application of required forces and S4.2.1 – Hold of adjustment position during the test (colloquially known as the “**Pull Tests**”). Upon review by the Receiver, it was determined that the Pull Tests were conducted in relation to a prototype seat pedestal that was in fact never put into production by EHGNA.
- 10.3 However, due to obvious heightened concern by the Receiver and the Roadtrek Buyer surrounding this potential issue, the Receiver and certain Former Employees conducted an extensive search of EHGNA’s books and records to attempt to ascertain whether passing Pull Tests had been conducted on the second row seats as in fact constructed by EHGNA. Upon such review of EHGNA’s books and records and following discussions with several Former Employees and former engineering partners, the Receiver was unable to locate any record of any Pull Tests which proved either passing or failing results in respect of this issue for Roadtrek brand RV Inventory.
- 10.4 Promptly following the review of the Company’s books and records, the Receiver contacted several third-party engineering firms to determine the time required to complete the required Pull Tests of the second row seats in Roadtrek Brand RV Inventory, either via simulation or via actual pull testing. The Receiver determined that the earliest possible date that Pull Tests could be completed would be June 5 and 6, 2019.

- 10.5 As a result of the uncertainty surrounding the construction of the second row seats, the Roadtrek Buyer excluded all RV Inventory potentially affected by this issue from any future warranty or other obligation assumed by the Roadtrek Buyer through the Roadtrek Transaction.
- 10.6 On June 6, 2019, the Receiver was informed by the engineering firm retained by the Receiver that the design as historically constructed by EHGNA and its predecessors did not pass the Pull Tests.
- 10.7 The Receiver understands that this configuration of second row seating could have been installed in over 1900 RV Inventory units sold by EHGNA between 2013 and 2019. The Receiver is not aware of any historical claims being made against EHGNA related to the second row seating.
- 10.8 The Receiver is in the process of formally notifying Transport Canada and the National Highway Transportation Safety Administration (“**NHTSA**”) regarding this issue pursuant to their respective guidelines, which will include notification to Finished Product Dealers and end customers. The Receiver will report further on this issue.

## **11.0 INSURANCE CLAIM**

- 11.1 As further detailed in the First Report, 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. Pursuant to a share

purchase agreement dated February 17, 2016 (the “SPA”), EHGNA acquired all of the outstanding shares of Roadtrek. Subsequent to the acquisition, EHGNA and Roadtrek merged to continue as EHGNA.

- 11.2 Following the issuance of the Appointment Order, the Receiver became aware that as part of the SPA and related purchase transaction, EHGNA acquired a buyer-side “representations and warranties” insurance policy issued by ACE INA Insurance (now Chubb Insurance Company of Canada (“Chubb”)) in respect of certain representations and warranties made by Roadtrek pursuant to the SPA (the “R&W Policy”).
- 11.3 The R&W Policy has a coverage limit of US\$7.5 million, subject to a Retention of US\$735,000.
- 11.4 Upon review of the R&W Policy, in consultation with counsel to Corner Flag, and in the context of the allegations of financial irregularities, it was determined by the Receiver that Roadtrek may have breached several representations to EHGNA, including representations with respect the fact that Roadtrek’s financial statements presented fairly, in all material respects, the operations and cash flows of the Company for the years ended December 31, 2013, December 31, 2014 and for the 10 month period ended October 31, 2015.
- 11.5 Accordingly, on March 25, 2019, the Receiver filed a claim under the R&W Policy, informing Chubb of a breach or possible breach of the SPA, which may constitute a Loss under the R&W Policy.

11.6 The Receiver has had some preliminary correspondence with Chubb and continues to consider this matter in consultation with its Primary Secured Creditors.

## 12.0 CHAPTER 11 PROCEEDINGS OF JRV GROUP USA L.P.

12.1 JRV Group USA L.P. (“**JRV**”), formerly Erwin Hymer Group Holding USA L.P., a United States affiliate of EHGNA, filed a voluntary petition under Chapter 11 of Title 11 of the United States Bankruptcy Code, in the United States Bankruptcy Court for the District of Delaware (the “**US Court**”) on May 13, 2019 (the “**Petition Date**”).

12.2 As described in the Declaration of Andrew De Camara (the Chief Restructuring Officer of JRV) in Support of First Day Motions, filed with the US Court:

- (a) JRV was established in January 2015 to carry on the business of Erwin Hymer Group in the United States. However, in 2016, all business activities of JRV were stopped, and it became a shell company, while EHG Global built out its Canadian operations through EHGNA. JRV resumed operating activities in November, 2017 acquiring assets to be used to “upfit” Jeep Wranglers. It operated as a second-tier original equipment manufacturer and alterer, focused on adding features to Jeep Wranglers, such as a tent for camping, that would make them more desirable for recreational vehicle dealers to sell to end users/customers. JRV operates from leased facilities in Ontario, California;

- (b) JRV owns approximately 323 Jeep Wranglers that it modified prepetition. However, the Receiver understands that the great majority of the modified Jeeps are not in compliance with United States safety regulations, because they exceed applicable gross vehicle weight ratings (“**GVWRs**”). On March 7, 2019, JRV notified the NHTSA that approximately 145 non-compliant modified Jeeps had been delivered to dealers. Beginning on March 8, 2019, JRV notified the dealers not to sell any of the modified Jeeps. Thereafter, beginning on March 15, 2019, JRV began contacting consumer purchasers of modified Jeeps to inform them that they must stop driving the vehicles. The Receiver understands that 8 of 11 of such consumer purchasers had been contacted as of the Petition Date;
- (c) in March, 2019, JRV terminated approximately 46 employees, reducing the total employee count from approximately 73 to 28 employees. The employee count as of the Petition Date was 26;
- (d) prior to the commencement of the Chapter 11 proceedings, in order to minimize risk to public safety, ensure an efficient disposition of JRV’s vehicle inventory and otherwise maximize value for creditors and other stakeholders, Corner Flag provided secured funding to pay for advisors, satisfy JRV’s near term liquidity needs, evaluate potential wind-down alternatives (in or out of Court) and initiate the recall process for the non-compliant vehicles; and
- (e) JRV retained Sherwood Partners Inc. (“**Sherwood**”), a financial advisory firm, to assess the operations and financial condition of JRV. Mr. De Camara is a Senior

Managing Director of Sherwood. Ultimately following such assessment, it was determined to wind-down JRV's affairs in Chapter 11. Corner Flag has agreed to fund the wind-down in Chapter 11, subject to the terms of a DIP Financing Motion, in order to continue to enable JRV to achieve the goals of minimizing any harm from non-compliant vehicles and maximizing value for creditors and other stakeholders, including through efficient disposition of JRV's inventory.

- 12.3 Prior to the Receivership Date, EHGNA provided certain administrative/shared service functions to JRV, including vehicle purchasing, sales invoicing and accounts receivable administration. Also, JRV utilized a third-party payroll processor to administer its payroll, and, rather than establishing its own account for a small number of employees, EHGNA arranged for JRV to provide payroll processing (through its payroll processor) for approximately ten (10) sales employees of EHGNA that were domiciled in the United States.
- 12.4 Relevant to the Receivership Proceedings, over the latter part of 2018, EHGNA paid a US dealer for approximately 479 Jeeps that were delivered directly to JRV in Ontario, California. EHGNA recorded the purchases as an intercompany receivable due from JRV and JRV similarly recorded the purchases as an intercompany payable due to EHGNA. The Jeeps were shown on JRV's books as assets. As at December 31, 2018, the books and records of EHGNA showed an intercompany receivable due from JRV in the amount of approximately US\$10.5 million.

- 12.5 Following extensive review of available accounting records and other supporting documentation, as well as discussions with former management/accounting personnel of EHGNA and JRV, the Receiver, with the assistance of Osler, has concluded that title to the Jeeps rests with JRV. The Receiver engaged with counsel to Corner Flag and EHG SE, as its assessment of title would affect any economic interest the two secured creditors could potentially claim in the Jeeps. Both secured creditors confirmed to the Receiver that they supported the Receiver's assessment in this regard. In addition, at this time, JRV advised the Receiver that insolvency alternatives were being assessed. Cash flow forecast information provided to the Receiver by Sherwood showed that, within an insolvency proceeding, realizations from JRV's assets may be insufficient to repay DIP borrowings required to implement the recall and wind-down JRV's business and operations.
- 12.6 Based on the foregoing, the Receiver entered into a Confirmation & Release Agreement dated May 9, 2019 with JRV, wherein: (i) the Receiver confirmed that the Jeeps and their MSOs do not form any part of the Property of EHGNA and quitclaimed any and all interests and/or ownership right, if any, in the Jeeps and their MSOs to JRV; and (ii) JRV released the Receiver from any claims in respect of and arising from or in connection with the Jeeps, MSOs and the NHTSA recall process.
- 12.7 The Receiver will continue to monitor developments in the Chapter 11 proceedings on behalf of EHGNA. BMC Group, Inc. has been appointed as the Claims and Noticing Agent for JRV (the "**Claims Agent**"). All Court-filed documents in the Chapter 11 proceeding are available on the Claims Agent's website at: [www.bmcgroup.com/jrvgroup](http://www.bmcgroup.com/jrvgroup).



### 13.0 PROPOSED BANKRUPTCY ASSIGNMENT

- 13.1 The Receiver has received correspondence from the Canada Revenue Agency (“**CRA**”) on April 8, 2019 (the “**April 8 CRA Letter**”), wherein the CRA is raising an assessment pursuant to paragraph 296(1)(b) of the *Excise Tax Act*. Enclosed with the April 8 CRA Letter was a final statement of audit adjustments to be made to EHGNA’s HST return for the period January 1 to 31, 2019, where the CRA will disallow GST/HST not paid to Canadian suppliers based on the list of unsecured creditors attached as Appendix A to the Notice and Statement of the Receiver (the “**Creditors’ Notice**”) required pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”). The adjustment shown in the April 8 CRA Letter is \$4,534,385 and was calculated based on 13/113 of \$39,414,270, being CRA’s determination of Canadian suppliers listed in Appendix A to the Creditors’ Notice. The April 8 CRA Letter states that the Receiver has thirty (30) days from the date of the letter to submit additional representations or explanations which the CRA will consider before (re)assessing the return.
- 13.2 The Appointment Order does not specifically authorize the Receiver to assign EHGNA into bankruptcy.
- 13.3 The Receiver expects that, if a full analysis of EHGNA’s HST/GST liability was conducted, it would prove to be materially different than the amounts asserted in the April 8 CRA Letter after taking into account: (i) amounts actually claimed on EHGNA’s HST returns prior to the Receivership Proceedings, as compared to amounts included in the

statement of adjustments; (ii) whether input tax credits were applicable to all creditors included in the statement of adjustments; (iii) invoices relating to goods returned to vendors during the course of the Receivership Proceedings; and (iv) reductions for bad debts on sales that were not collected but where the sale was recorded in HST returns prior to the Receivership Proceedings.

- 13.4 Notwithstanding the foregoing, the Receiver is seeking the authority (but not the obligation) from the Court to assign EHGNA into bankruptcy, in order to facilitate the scheme of creditor priorities provided for pursuant to the BIA.

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

- 14.1 A summary of the Receiver's Interim Statement of Receipts and Disbursements for the period March 9, 2019 to June 1, 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>		
Account Receivable Collections	\$ 396	\$ 1,212
Fixed Asset Sales	6	-
Other	165	-
Sale of Company Vehicles	1,524	507
<b>Total Receipts</b>	<b>\$ 2,090</b>	<b>\$ 1,719</b>
<b>Disbursements</b>		
Costs of Goods Sold	\$ (704)	\$ (360)
Payroll and Employee Amounts	(1,425)	(143)
Professional Fees	(2,172)	(2)
SG&A and Other	(519)	(67)
Utilities & Occupancy Costs	(1,555)	-
<b>Total Disbursements</b>	<b>\$ (6,375)</b>	<b>\$ (572)</b>
<b>Net Cash Flow (CAD)</b>	<b>\$ (4,285)</b>	<b>\$ 1,147</b>
<b>Opening Cash Balance</b>	<b>\$ 3,906</b>	<b>\$ 528</b>
Net Cash Flow	(4,285)	1,147
<b>Ending Cash Balance</b>	<b>\$ (379)</b>	<b>\$ 1,675</b>

Receipts – March 9, 2019 to June 1, 2019

14.2 Receipts for the period, excluding deposits received in connection with the Roadtrek APA and the La Mesa Bill of Sale, totaled approximately \$2.1 million and US\$1.7 million, comprised primarily of:

- (a) accounts receivable collections for amounts that had existed as at the Receivership Date of approximately \$396,000 and US\$1.2 million;
- (b) fixed asset and other inventory sales of approximately \$6,000;
- (c) other sales and collections of approximately \$165,000; and

- (d) sale of 64 RV Inventory units to dealers for net proceeds of approximately \$1.5 million and US\$500,000.

Disbursements – March 9, 2019 to June 1, 2019

14.3 Disbursements for the period totaled approximately \$6.4 million and US\$572,000, comprised primarily of:

- (a) costs of goods sold relating to the sale of RV Inventory and collection of accounts receivable (including payment for underlying Raw Chassis for Finished Product sold to facilitate delivery of the underlying MSO or NVIS) of \$704,000 and US \$360,000;
- (b) payroll and related amounts of \$1.4 million for Canadian EHGNA employees and US\$143,000 for a small number of EHGNA employees domiciled in the United States;
- (c) professional fees including payments of invoices rendered by the Receiver and by Osler during the Reporting Period (inclusive of HST);
- (d) selling, general & administrative costs including security, storage, and IT service costs of \$519,000 and US\$67,000; and
- (e) utility & occupancy costs for April, May and June of approximately \$1.6 million.

14.4 Corner Flag provided funding to the Receiver pursuant to the terms of a Court-approved Receiver's Term Sheet. The Initial Term of the Receiver's Term Sheet has been extended

to June 19, 2019. Provided the relief requested herein is granted, Corner Flag has indicated that it would further extend the Receiver's Term Sheet to July 5, 2019.

- 14.5 The Receiver expects to have sufficient cash available to fund the Receivership Proceedings during the anticipated remainder of these Receivership Proceedings, provided the transactions contemplated by the Roadtrek APA, the La Mesa Bill of Sale and the Infinity APA (collectively, the "**Transactions**") close as contemplated herein.

## **15.0 CREDITOR PRIORITIES**

- 15.1 As described in detail in the First Report, Corner Flag, EHG SE, MBFS and MBFS US claim security over the Property of EHGNA (collectively, the "**Primary Secured 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. In addition to reviewing the security, Osler has considered the relative priorities of the Primary Secured Creditors to assist the Receiver in understanding the respective rights of the Primary Secured Creditors, and certain other creditors, prior to seeking approval of the Court in respect of any distributions to such secured creditors.

Corner Flag

- 15.2 As of the date of this Second Report, there is currently approximately \$5.1 million (plus any other chargeable amounts) owing to Corner Flag under the EHGNA Promissory Note, which is secured by the Corner Flag Security (each as defined in the First Report).
- 15.3 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. Amounts borrowed under the Receiver's Term Sheet are secured by the Receiver's Borrowings Charge and are to be repaid in priority to other amounts owing to Corner Flag and EHG SE, in accordance with the terms of the Appointment Order (which provides that borrowings under the Receiver's Term Sheet shall be repaid in priority to any secured creditors who received notice of the initial application in these Receivership Proceedings, being Corner Flag and EHG SE).
- 15.4 As of the date of this Second Report, there is currently approximately \$3.3 million (plus any other chargeable amounts) outstanding pursuant to advances made under the Receiver's Term Sheet.

EHG SE

- 15.5 As of the date of this Second Report, the Receiver understands that approximately \$6.5 million and US\$1.3 million remain owing to EHG SE under the TD Loan Agreement, as assigned to EHG SE, which amounts are secured by the EHGNA TD Security and the EHG Chassis TD Security.

- 15.6 In addition to the amounts owing in respect of the TD Loan Agreement, and as previously described in the First Report, EHGNA also borrowed approximately \$1.8 million from EHG SE to fund immediate net payroll obligations (the “**EHG SE Payroll Advance**”), which amounts remain outstanding as of the date of this Second Report and are secured by the EHG SE GSA.
- 15.7 EHG SE has also asserted that it is owed in excess of \$32.3 million above the amount owing under the TD Loan Agreement and the amount of the EHG SE Payroll Advance. The Receiver understands that this claim consists of payments that have been made by EHG SE since the date of the Appointment Order in respect of certain secured guarantee obligations. The Receiver will continue to work with EHG SE in respect of their claims.

MBFS

- 15.8 MBFS extended credit to EHGNA pursuant to the MBFS Financing Agreement to finance, among other things, the purchase of raw chassis, which amounts are secured by the EHGNA MBFS Security and the EHG Chassis MBFS Security. MBFS has asserted a secured claim in the amount of approximately \$2.2 million in respect of the MBFS Financed Collateral.
- 15.9 In addition, the Receiver sold four (4) Finished Product units built on MBFS Raw Chassis, and subsequently paid MBFS the chassis balance owing on these units of \$236,645.96 to obtain the required title documentation to transfer the purchased assets to the unit purchaser.

- 15.10 Pursuant to the Inventory Analysis described above, the Receiver is coordinating the return to MBFS of all Raw Chassis constituting MBFS Financed Collateral previously in the possession of EHGNA or at its storage facilities, in exchange for a release of claims in respect of these Raw Chassis in the amount of \$350,256.16.
- 15.11 In addition, the Receiver proposes to pay MBFS \$1,093,430.96 to obtain the required title documentation to transfer the purchased assets under the Roadtrek Transaction to the Roadtrek Buyer, which is necessary to complete the Roadtrek Transaction.
- 15.12 As a result, the Receiver expects that MBFS will have a revised secured claim of approximately \$500,312.26 after payment of these amounts.

MBFS US

- 15.13 EHG Chassis was independently financed by MBFS US under the MBFS US Financing Agreement to facilitate the acquisition and holding, *inter alia*, of chassis, attachments and accessories. Amounts borrowed by EHG Chassis are secured by the EHG Chassis MBFS US Security. EHGNA guaranteed any obligations of EHG Chassis under the MBFS US Financing Agreement pursuant to a Continuing Cross-Guaranty in favour of MBFS US and Daimler Trust dated February 19, 2016 (the “**EHGNA MBFS US Guarantee**”).
- 15.14 The Receiver understands that Raw Chassis financed by MBFS US would, in the normal course, ultimately be shipped to Canada for production by EHGNA.



- 15.15 MBFS US has asserted a secured claim against EHG Chassis, and a corresponding unsecured claim against EHGNA under the EHGNA MBFS US Guarantee, of approximately US\$2.8 million in respect of the MBFS US Financed Collateral.
- 15.16 As indicated above, and in accordance with the Inventory Analysis, the Receiver is negotiating arrangements with MBFS US to coordinate the return of any Raw Chassis in its possession (or in the possession of third-party storage warehouses) constituting MBFS US Financed Collateral in exchange for a release of claims in respect of these Raw Chassis in the amount of US\$726,753.
- 15.17 The Receiver sold one (1) Finished Product built on MBFS US Raw Chassis post-receivership, and paid US\$46,776 to MBFS US in respect of such underlying MBFS US Raw Chassis in order to obtain the required title documentation to transfer to the purchaser. The Receiver also notes that certain third parties paid US\$98,723 in respect of two (2) Finished Products sold to end consumers on behalf of EHG Chassis in order to obtain the required title documentation for such end consumers.
- 15.18 In addition, the Receiver proposes to pay MBFS US US\$499,377 to obtain the required title documentation to transfer the purchased assets under the Roadtrek Transaction to the Roadtrek Buyer, which is necessary to complete the Roadtrek Transaction.
- 15.19 As a result, the Receiver expects that MBFS US will have a revised unsecured claim against EHGNA of approximately US\$1,236,709 after payment of these amounts. To the extent the Receiver sells additional RV Inventory financed by MBFS US, it will pay MBFS US

for any amounts owed in respect of the underlying Raw Chassis and their claim will be reduced by a corresponding amount.

*Claims against EHGNA amongst the Primary Secured Creditors*

- 15.20 As described in the First Report, EHG SE and Corner Flag entered into the EHG SE Subordination Agreement, whereby they agreed that the EHG SE Security (as defined in the First Report) is postponed and subordinated to the Corner Flag Security to the extent of the Senior Debt owing to Corner Flag (as the term “Senior Debt” is defined in the EHG SE Subordination Agreement, which term includes the amounts loaned under the EHGNA Promissory Note). Any amounts loaned by Corner Flag to EHGNA that do not constitute Senior Debt under the EHG SE Subordination Agreement are not subject to such subordination arrangements.
- 15.21 In addition, EHG SE (as assignee of TD), EHGNA, EHG Chassis and MBFS are party to the MBFS Priority Agreement, which provides that any security held by EHG SE is 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**”). Conversely, with respect to all other collateral, the EHGNA MBFS Security and the EHG Chassis MBFS Security are postponed and subordinated to any security held by EHG SE, namely, the EHG SE Security.

- 15.22 The MBFS Priority Agreement provides that any proceeds received by EHG SE or MBFS in respect of their respective security interests is to be dealt with in accordance with the priorities described therein (and summarized above). 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 (and summarized above).
- 15.23 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. Further, the Receiver's Borrowings Charge was not intended to prime the interests of MBFS, as MBFS was not served with the initial Application Record. As such, pursuant to the MBFS Priority Agreement and the timing of security registrations, MBFS appears to hold a secured claim ranking in priority to the secured claims of Corner Flag in respect of the MBFS Financed Collateral and proceeds thereof.
- 15.24 With respect to the non-MBFS Financed Collateral, based solely on the timing of registrations under the *Personal Property Security Act* (Ontario) ("**PPSA**"), MBFS holds a first ranking secured claim among the Primary Secured Creditors to distributions of proceeds of non-MBFS Financed Collateral. However: (i) any proceeds received by MBFS are required to be turned over to EHG SE (as assignee of TD) pursuant to the MBFS Priority Agreement, and (ii) any such proceeds received by EHG SE must be paid to Corner Flag pursuant to the EHG SE Subordination Agreement. Accordingly, Corner Flag is effectively entitled to any proceeds arising from any 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.

15.25 Based on the above, the Receiver understands that the respective priorities among the Primary Secured Creditors in the MBFS Financed Collateral are as follows:

- (a) MBFS;
- (b) Corner Flag, to the extent of the Senior Debt;
- (c) EHG SE; and
- (d) Corner Flag, with respect to any amounts owed by EHGNA that do not constitute Senior Debt.

The Receiver understands that Corner Flag is not owed any amounts that would not constitute Senior Debt under the EHG SE Subordination Agreement.

15.26 With respect to the Property of EHGNA that is non-MBFS Financed Collateral, including the value of any improvements to any Raw Chassis, the Receiver understands that the relative priorities among the Primary Secured Creditors are as follows:

- (a) Corner Flag, to the extent of the Senior Debt;
- (b) EHG SE;
- (c) MBFS; and
- (d) Corner Flag, with respect to any other obligations.

Claims against EHG Chassis amongst the Primary Secured Creditors

- 15.27 As described in the First Report, 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, but the Receiver understands that EHGNA ran the operations of itself and EHG Chassis from its Canadian offices. As indicated above, the Chassis Dealers delivered directly to EHGNA and not to EHG Chassis. As such, the Receiver and its counsel have had to consider the secured claims of the secured creditors of EHG Chassis in its review of creditor priorities.
- 15.28 EHG SE (as assignee of TD), EHG Chassis and MBFS US are party to the MBFS US Priority Agreement, which provides that the EHG Chassis TD Security is 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 is 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.
- 15.29 Corner Flag does not have a security interest 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 the parties' claims against EHG Chassis' assets.

15.30 However, due to the course of conduct between EHGNA and EHG Chassis, the MBFS US Financed Collateral and proceeds thereof are held by EHGNA, not EHG Chassis, and are under the Receiver's possession and control. Accordingly, the Receiver and its counsel have considered the relative priorities of the Primary Secured Creditors in respect of MBFS US Financed Collateral (including proceeds thereof) held by EHGNA. The Receiver is not in possession of any assets of EHG Chassis that are not MBFS US Financed Collateral or proceeds thereof.

15.31 As described above, with respect to Raw Chassis financed by MBFS US in EHGNA's possession for which MBFS US holds the associated MSOs, and for which amounts remain owing to MBFS US, the Receiver intends to return such Raw Chassis in exchange for appropriate releases in favour of EHGNA and the Receiver.

15.32 In respect of WIP and Finished Product being sold as part of the Roadtrek Transaction where the underlying Raw Chassis was financed by MBFS US and amounts remain owing to MBFS US by EHG Chassis, the Receiver proposes to pay MBFS US for such amounts on the closing of the Roadtrek Transaction in exchange for the associated MSOs, which will be transferred to the Roadtrek Buyer on closing and upon receipt of appropriate releases from MBFS US.

- 15.33 In respect of WIP and Finished Product not sold as part of the Roadtrek Transaction or the La Mesa Transaction, for which the underlying Raw Chassis were financed by MBFS US and EHG Chassis failed to pay for same, the Receiver is of the view that Corner Flag has a priority claim to any proceeds of such WIP or Finished Product based on the timing of registrations under the PPSA. MBFS US did not register a financing statement under the PPSA against EHGNA until February 20, 2019, following the date of Corner Flag's and EHG SE's registration.
- 15.34 Accordingly, Corner Flag would have a priority claim to any distributions in respect of proceeds of such WIP and Finished Product. Following payment to Corner Flag in full, any proceeds then distributed to EHG SE would, in the Receiver's view, be subject to the terms of the MBFS US Priority Agreement, which provides that any proceeds received by EHG SE in respect of collateral subject to MBFS US's security is to be turned over to MBFS US.
- 15.35 In any event, MBFS US continues to hold the MSOs associated with such WIP and Finished Product, and MBFS US has asserted an ownership claim to the Raw Chassis underlying the WIP and Finished Product. Without payment in full to MBFS US in exchange for such MSOs, it would be difficult for the Receiver to sell such WIP and Finished Product.
- 15.36 Accordingly, following payment in full of Corner Flag, the Receiver proposes to repay MBFS US for any amounts owed in respect of any WIP and Finished Product sold where

proceeds were received by the Company pre-receivership or the Receiver through sales to third-parties post-receivership.

Summary of Claims and Proposed Payments

15.37 Below is a summary of the Receiver's position regarding the claims of the Primary Secured Creditors, and the proposed approach to be taken by the Receiver to satisfy same.

<b>Type of Claim</b>	<b>Amount Owed</b>	<b>Summary Discussion</b>
<b><i>1. MBFS and MBFS US – Roadtrek Transaction</i></b>		
MBFS Financed Collateral – Units sold where proceeds will be received through Roadtrek Transaction	\$1,093,431	To be paid to MBFS by Receiver on closing of Roadtrek Transaction because such amounts must be paid in order to transfer the respective NVISs to the Roadtrek Buyer.
MBFS US Financed Collateral – Units sold where proceeds will be received through Roadtrek Transaction	US\$499,377	To be paid to MBFS US by Receiver on closing of Roadtrek Transaction because such amounts must be paid in order to transfer the respective MSOs to the Roadtrek Buyer.
<b><i>2. Other MBFS Claims</i></b>		
MBFS Financed Collateral – Raw Chassis	\$350,256	Raw chassis being returned by Receiver. Release obtained by MBFS. Total MBFS secured claim amount to be reduced by \$350,256.
MBFS Financed Collateral – Units sold to third parties pre-receivership where proceeds received by EHGNA	\$435,635	\$435,635 to be paid by Receiver to MBFS because, under the MBFS Priority Agreement, MBFS has priority over the MBFS Financed Collateral and proceeds thereof, whether direct or indirect. Any NVISs remaining in MBFS'



		possession to be released to such third party buyers.
MBFS Financed Collateral – Units sold to third parties post-receivership where proceeds received by Receiver	\$236,646	\$236,646 has been paid by Receiver to MBFS in respect of MBFS Raw Chassis for Finished Product sold in the normal course post-receivership. NVISs previously in MBFS' possession were released to such third party buyers.
MBFS Financed Collateral – Unit sold where proceeds remain owing to EHGNA	\$64,677	Receiver attempting to realize upon this unit. Proceeds collected to be remitted to MBFS in respect of and up to MBFS outstanding claim.
<b>3. Corner Flag Claims</b>		
Receiver Term Sheet	\$3,282,000 (plus any other chargeable amounts)	To be repaid by the Receiver to Corner Flag following receipt of proceeds from Roadtrek Transaction. The Appointment Order provides that the Receiver's Borrowings Charge ranks in priority to other secured claims of Corner Flag and EHG SE, but does not rank in priority to MBFS secured claims.
EHGNA Promissory Note	\$5,085,000 (plus any other chargeable amounts)	To be repaid following repayment of amounts owing under the Receiver's Term Sheet in accordance with Corner Flag's priority with respect to proceeds of non-MBFS Financed Collateral to the extent of its Senior Debt (which includes the amounts owing under the EHGNA Promissory Note).
<b>4. Other MBFS US Claims</b>		
MBFS US Financed Collateral – Raw Chassis (To be returned)	US\$726,753	Raw Chassis to be returned to MBFS US, subject to receipt of appropriate releases. Guarantee claim against EHGNA to be reduced by US\$726,753 upon return.
MBFS US Financed Collateral – Raw Chassis (Returned to MBFS US)	US\$153,366	Raw Chassis have been released to MBFS US by a third party storage provider. The Receiver understands that the guarantee claim against

		EHGNA should be correspondingly reduced by US\$153,366.
MBFS US Financed Collateral – Units sold to third parties pre-receivership where proceeds received by EHGNA	US\$622,314	Following payment in full of amounts owing to Corner Flag, the Receiver intends to distribute up to US\$622,314 to MBFS US pursuant to the provisions of the MBFS US Priority Agreement. Upon payment, any MSOs remaining in MBFS US' possession to be released to such third party buyers.
MBFS US Financed Collateral – Unit sold to third party post-receivership where proceeds received by Receiver	US\$46,776	US\$46,776 has been paid by Receiver to MBFS US in respect of MBFS US Raw Chassis for Finished Product sold in the normal course post-receivership. MSO previously in MBFS' possession released to third party buyer.
MBFS US Financed Collateral – Units sold pre-receivership that were paid for by a third party	US\$98,723	US\$98,723 has been paid to MBFS US by a third party in respect of MBFS US Raw Chassis for two Finished Products sold by EHGNA pre-receivership. The Receiver understands that the guarantee claim against EHGNA should be correspondingly reduced by US\$98,723.
MBFS US Financed Collateral – Units sold where proceeds remain owing to EHGNA	US\$295,875	Receiver attempting to collect outstanding A/R. Any proceeds collected should be remitted to MBFS US (following payment in full of Corner Flag).
MBFS US Financed Collateral – Unsold WIP or Finished Product	US\$318,520	Receiver attempting to sell any unsold Finished Product.  Proceeds collected should be remitted to MBFS US (following payment in full of Corner Flag).  Receiver negotiating with MBFS US to potentially return such unsold WIP or Finished Product to MBFS US (with claim reduced accordingly).

<b>5. EHG SE Claims</b>		
TD Loan Agreement	\$6,500,000 and US\$1,300,000	To be repaid following repayment of proceeds collected in respect of MBFS US Financed Collateral, <i>pari passu</i> with other amounts owing to EHG SE.
EHG SE Payroll Advance	\$1,800,000	To be repaid following repayment of proceeds collected in respect of MBFS US Financed Collateral, <i>pari passu</i> with other amounts owing to EHG SE.
Other Claims	Current claim of approx. \$32,300,000.	To be confirmed with EHG SE.

15.38 The Receiver has reviewed the applicable loan and security documentation, including the priority agreements and PPSA registrations described above, with the Primary Secured Creditors and has shared its proposed resolution of the Primary Secured Creditors' claims. Corner Flag and MBFS have confirmed their support. MBFS US does not object to the foregoing approach but has reserved all of its rights in respect of same.

#### Other Creditors

15.39 The Receiver also notes that certain other parties have made PPSA registrations against EHGNA, which consist of various specific equipment and vehicle lease registrations. The Receiver has returned the leased equipment or settled with the majority of these PPSA registrants.

15.40 In respect of the PPSA registration of C.F. Maier Systems, Inc. ("**CF Maier**"), it is the Receiver's position that CF Maier has improperly perfected its claim and that it ranks in

priority behind the interests of the Primary Secured Creditors. The Receiver is providing CF Maier with notice of this motion and intends to vest out its registration. The proposed Approval and Vesting Order provides that any claim CF Maier may have would instead attach to proceeds.

15.41 The Receiver understands that RS Finishing Systems Inc.'s ("**RS Finishing**") PPSA registration was registered in respect of certain replacement heat exchangers relating to paint booths at the 100 Shirley Avenue premises. The Receiver has reached out to RS Finishing to gather further information in respect of this claim and is providing RS Finishing with notice of this motion.

15.42 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. At present, in light of the quantum of secured claims asserted by the Primary Secured Creditors, the Receiver believes it is unlikely that there will be sufficient proceeds to make any distribution to unsecured creditors. As such, the Receiver does not intend to implement a claims process at this time.

## **16.0 PROPOSED INTERIM DISTRIBUTIONS**

16.1 As disclosed in the First Report, the Receiver has sold RV units in the normal course of the Receivership Proceedings. The Receiver has paid MBFS and MBFS US for the underlying Raw Chassis to enable the Receiver to transfer the associated title

documentation as part of these normal course sales. The Receiver seeks the approval, *nunc pro tunc*, for such payments. In addition, as described above, the Receiver proposes to repay MBFS and MBFS US in respect of amounts owed to them for the underlying Raw Chassis of any RV Inventory sold as part of the Roadtrek Transaction in order to enable the Receiver to transfer the associated title documentation to the Roadtrek Buyer. Further, the Receiver proposes to: (i) repay MBFS in respect of amounts owing for MBFS Financed Collateral sold to third parties where proceeds were received by the Company pre-receivership, (ii) following payment in full of amounts owing to Corner Flag, repay MBFS US in respect of amounts owing by EHG Chassis for MBFS US Financed Collateral sold to third parties where proceeds were received by the Company pre-receivership; and (iii) repay MBFS or MBFS US, as applicable, in respect of amounts owing for MBFS Financed Collateral or MBFS US Financed Collateral sold to third parties from the date of this Second Report. The Receiver seeks the Court's authorization to make these payments without further order of the Court.

- 16.2 The Receiver expects that the proceeds from the Transactions should be sufficient to repay, at a minimum, the amounts owed to Corner Flag under the Receiver's Term Sheet. Based on the relative priorities described above, the Receiver seeks the Court's approval to make an interim distribution or distributions to Corner Flag to repay the approximately \$3.3 million owed to Corner Flag, plus interest and other associated chargeable amounts, in satisfaction of all amounts owing by the Company in respect of the Receiver's Term Sheet. As described above, the Receiver expects to have sufficient financing following the closing of the Transactions to fund the remainder of the Receivership Proceedings.

16.3 The Receiver also seeks the Court's approval to make future interim distributions, in its discretion, to Corner Flag in respect of amounts owing under the EHGNA Promissory Note and the Corner Flag Security. Any such distributions will depend on the proceeds realized and the costs incurred and expected to be incurred by the Receiver to fund the remainder of these Receivership Proceedings. Any distributions by the Receiver will be subject to appropriate holdbacks in respect of costs of the Receivership Proceedings. The Receiver intends to return to Court prior to making any further distributions to other creditors.

## 17.0 SEALING ORDER

17.1 The Receiver requests that certain confidential and commercially sensitive information related to the Sales Process and the transactions for which approval is sought, including information regarding the bids received through the Sales Process and the liquidation bids, should be sealed. Such confidential information is contained in **Confidential Appendices "A" and "B"** to this Second Report. The Receiver has also redacted the purchase prices (including individual unit purchase prices), deposits and certain other commercially sensitive deal terms in the Roadtrek APA attached as **Appendix "F"** to this Second Report, the La Mesa Bill of Sale attached as **Appendix "G"** to this Second Report, and the Infinity APA attached as **Appendix "H"** to this Second Report. Unredacted terms are included in **Confidential Appendix "C"** to this Second Report, which Confidential Appendix "C" the Receiver requests be sealed by this Court. The Receiver believes that the test for a sealing

order for these three Confidential Appendices has been satisfied, as set out in the Receiver's notice of motion filed in connection with this Second Report.

17.2 In the view of the Receiver, information about the amount of the consideration to be paid for the Transactions could, if disclosed, be harmful and materially prejudicial to the Receivership estate and EHGNA's stakeholders. In addition, in the view of the Receiver, certain deal terms contained in the Transactions could also have a material effect on the Receivership estate or the respective purchasers' interests if disclosed. With respect to the estate, significant and specific prejudice could arise: (i) with respect to the continued marketing of EHGNA's remaining assets, and (ii) in the event of any further marketing of any of EHGNA's assets if one or more of the Transactions does not close as anticipated.

## **18.0 RECEIVER'S ACTIVITIES**

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

- controlling receipts and disbursements, and managing the Receiver's trust accounts;
- continuing the re-engagement of former employees to assist with, among other things, the closing of the various transactions (currently 26 are engaged);
- 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 and in some circumstances, their third-party financiers, and negotiating and coordinating the sale of finished units to Finished Product Dealers and facilitating delivery of MSOs and NVISs;
- 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;
- liaising with the CRA, HST and payroll tax auditors;
- working with the Company's tax advisors to coordinate the preparation of unfiled tax returns;
- liaising with EHGNA's insurance broker to arrange for continued coverage for the Property;
- regularly communicating with Osler on matters relating to the Receivership Proceedings;



- 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 this Second Report and bringing this motion.

## 19.0 PROFESSIONAL FEES AND DISBURSEMENTS

19.1 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.

19.2 The Receiver is seeking the Court's approval of its fees and disbursements, and those of Osler, in connection with the performance of their duties in these Receivership Proceedings, as follows:

- (a) the Receiver in the amount of \$1,752,149.76, including disbursements and HST, for the period February 7, 2019 to May 18, 2019 (the "**A&M Application Period**");  
and
- (b) Osler in the amount of \$1,016,320.43, including disbursements and HST, for the period February 10, 2019 to May 17, 2019 (the "**Osler Application Period**").

- 19.3 The Fee Affidavit of Alan J. Hutchens sworn June 10, 2019 (the “**Hutchens Affidavit**”) attests to the fees and disbursements of the Receiver for the A&M Application Period. A copy of the Hutchens Affidavit is attached hereto as **Appendix “D”**.
- 19.4 The Receiver believes that the invoices attached to the Hutchens Affidavit accurately reflect the work that was done in connection with this matter and that all of the time spent by the Receiver was reasonable and necessary.
- 19.5 The Fee Affidavit of Tracy C. Sandler sworn June 10, 2019 (the “**Sandler Affidavit**”) attests to the fees and disbursements of Osler for the Osler Application Period. A copy of the Sandler Affidavit is attached hereto as **Appendix “E”**.
- 19.6 The Receiver confirms that the fees and disbursements set out in the Sandler Affidavit relate to advice and assistance sought by the Receiver. It is the Receiver’s view that the fees and disbursements of Osler are reasonable and appropriate in the circumstances.

## **20.0 CONCLUSIONS AND RECOMMENDATIONS**

- 20.1 Based on the foregoing, the Receiver respectfully recommends that the Court make the orders granting the relief sought in the Receiver’s Notice of Motion and described in paragraph 1.5 of this Second Report.

All of which is respectfully submitted this 10<sup>th</sup> day of June, 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

**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. )  
 )  
JUSTICE MCEWEN )  
 )  
 )  
 )

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

**BLAKE, CASSELS & GRAYDON LLP**  
Barristers and Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto, Ontario M5L 1A9

**Pamela L.J. Huff** (LSO#: 27344V)  
Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)

**Linc Rogers** (LSO#: 43562N)  
Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)

**Aryo Shalviri** (LSO#: 63867A)  
Email: [aryo.shalviri@blakes.com](mailto:aryo.shalviri@blakes.com)  
Tel: 416.863.2962  
Fax: 416.863.2653

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**

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## 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

BETWEEN:



**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*



A handwritten signature in blue ink, appearing to be 'RW', is written over a horizontal line. To the right of the signature, there is a large blue number '3' followed by a period.

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

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

**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.

Andrea Lockhart  
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>

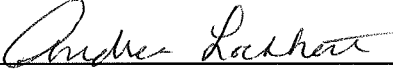
This is Exhibit "2" referred to in the  
affidavit of Alan J. Hutchens  
sworn before me, this 10<sup>th</sup>  
day of June, 2019.

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>

This is Exhibit "3" 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 Luckhart





**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

February 19, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #1 – 819311**

For professional services rendered in our capacity as Consultant to EHGNA pursuant to the engagement letter dated February 7, 2019 and as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period to February 16, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
D. McIntosh, Managing Director	14.8	\$945	\$13,986.00
A. Hutchens, Managing Director	41.5	\$875	36,312.50
S. Ferguson, Managing Director	56.0	\$760	42,560.00
L. Benson, Director	45.4	\$510	23,154.00
N. Fennema, Associate	62.1	\$450	27,945.00
A. Singels-Ludvik, Associate	1.1	\$325	357.50
J.L. Ip, Analyst	12.5	\$325	4,062.50
	<u>233.4</u>		<u>\$148,377.50</u>
Add: HST @ 13%			<u>19,289.08</u>
<b>TOTAL INVOICE</b>			<b><u>\$167,666.58</u></b>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #1  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

<u><i>D. McIntosh</i></u>		<u>Hrs.</u>
Feb 9	Preparation and attendance on a call with Blakes; various correspondence.	1.2
Feb 10	Call with Blakes; call with Blakes and Osler; review of cash flow projections; internal discussions re: matters to address.	1.5
Feb 11	Call with Osler.	0.7
Feb 12	Call with Osler; review various correspondence.	0.8
Feb 13	Preparation and attendance on a call with Osler and Blakes re: status of various matters and issues to address; internal call re: same; follow-up calls with Osler.	2.3
Feb 14	Review various draft documents re: pending Court application and provision of comments thereon; calls with members of A&M team and Osler re: ongoing matters to address; additional calls with Osler re: all of the above.	4.2
Feb 15	Review of draft Court Documents and financing term sheet and related correspondence/provision of comments thereon; several calls with Osler re: pending proceedings and related issues; call with members of A&M team and Osler re: outstanding matters.	4.1
<b>TOTAL – D. McIntosh</b>		<b>14.8 hrs.</b>

<u><i>A. Hutchens</i></u>		<u>Hrs.</u>
Feb 11	Attend at EHGNA's offices in Cambridge for introductory meetings with the company's advisors and management; review preliminary cash flow forecasts under a number of scenarios and discussions with advisors on same; meetings throughout the day with management on priority open items, immediate funding requirements, floor plan financing arrangements, inventory/chassis and ownership/title to same, EHG US and other financial and operational matters; review the draft Subordination Agreement; internal discussions to prioritize work streams; discussion and emails with Blakes on priority items.	8.8
Feb 12	Attend at EHGNA's offices in Cambridge; discussion and emails with Blakes, Cravath and management on EHG US; discussions and emails with P. Perley to obtain financial and other information regarding EHG US and distribute to appropriate parties; internal discussions and emails on numerous cash flow, financial and planning matters.	9.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

Feb 13	Attend at EHGNA's offices in Cambridge; update teleconference with Corner Flag and Blakes on work-to-date, status of immediate funding advances and related matters; teleconference with Corner Flag, Barnes & Thornburg and others on EHG US; update teleconference with Blakes and Osler; emails with Barnes & Thornburg to forward information related to EHG US and respond to questions; internal meetings, discussions and emails on receivership preparation items.	7.0
Feb 14	Attend at EHGNA's offices in Cambridge; review the draft Order (Appointing Receiver) ("Order") and internal discussions on same; discussion and emails with Blakes on immediate funding and other matters; update discussion with Osler; discussion and emails with Barnes & Thornburg on EHG US; meeting with P. Perely on EHG US; internal meetings, discussions and emails on receivership preparation items; teleconference with Osler on the draft Order and related matters; discussions and emails with Blakes and Osler on the draft Term Sheet.	10.0
Feb 15	Attend at EHGNA's offices in Cambridge; internal meetings, discussions and emails on receivership preparation items; discussions and emails with Osler on open items; meet with senior management to discuss pending Order; attend at the Shirley Plant to address employees regarding the Order/receivership; internal discussions and emails on Day 1 receivership matters.	5.7
Feb 16	Internal emails on Week 1 receivership matters.	0.8
<b>TOTAL – A. Hutchens</b>		<b>41.5 hrs.</b>

**S. Ferguson**

		<b><u>Hrs.</u></b>
Feb 9	Call with Blakes/internal discussions regarding project start-up.	1.2
Feb 10	Call with Blakes and Corner Flag; communications with EHGNA's advisors; call; internal call to coordinate for tomorrow; review of documentation; call with director.	1.1
Feb 11	Attend at EHGNA's offices; meeting with EHGNA's advisors; meeting with senior management; discussion with director and Aird & Berlis; meeting with advisors to review of draft cash flow; call with Blakes regarding funding documentation and issues to-date; call with Corner Flag; meeting with M. Weigel and M. Harron regarding financing arrangements; review of background information provided by advisors.	10.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

Feb 12	Attend at EHGNA's offices; review of short-term funding requirements; meeting with director of business development; meeting with director of operations; call with Challenger Freight; review of information provided by P. Perley; review of amounts owing to key suppliers; call with Corner Flag to review cash disbursements; calls with chassis suppliers; preliminary review of inventory amounts.	11.6
Feb 13	Attend at EHGNA's offices; review of staffing plan options; call with Osler regarding employment issues; call with Corner Flag and advisors regarding status update; call with Aird & Berlis regarding estimated D&O liabilities; discussion with Blakes regarding information required for affidavit; discussion with management regarding inventory and business plan; call with KPMG regarding ██████████ ██████████; calls with creditors; review of insurance documentation.	10.9
Feb 14	Attend at EHGNA's offices; review of draft Order and call with Osler regarding same; meeting with management regarding IT and premises issues; call with Blakes regarding funding; review of short term cash flow forecast and internal meeting regarding same; call with Corner Flag regarding funding requirements; review of notes for short term cash flow forecast/Term Sheet; review of Mercedes communication; review of preliminary inventory analysis; review of draft affidavit; review of revised draft Order; calls regarding Term Sheet.	11.3
Feb 15	Attend at EHGNA's offices; internal meetings, discussions and emails on receivership preparation items; review of employee termination letter and call with Osler regarding same; discussions and emails with Osler on open items including Order and Term Sheet; meet with senior management to discuss pending Order; attend at the Reuter Plant to address employees regarding the Order/receivership; internal discussions and emails on Day 1 receivership matters; meeting with senior management to discuss employees required.	8.9
Feb 16	Respond to emails from employees and suppliers.	0.8
<b>TOTAL – S. Ferguson</b>		<b>56.0 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

<u>L. Benson</u>	<u>Hrs.</u>
Feb 11      Attend at EHGNA's offices in Cambridge for introductory meetings with the Company's advisors and management; review preliminary cash flow forecasts under a number of scenarios and discussions with advisors on same; meetings with management on financial and operational items; prepare schedule of immediate funding requirements; internal discussions to prioritize work streams; discussion and emails with Blakes on priority items.	8.5
Feb 12      Attend at EHGNA's offices in Cambridge; preparation of schedule of immediate funding requirement and discussions with management on same; internal discussions/discussions with Blakes on initial funding; obtain and review employee listing; discussions with P. Perley regarding analysis of employees required going forward; prepare employee retention plan scenarios to be incorporated in cash flow forecast; review of cash flow forecast; internal discussions and emails on numerous cash flow, financial and planning matters; correspondence with EHG US regarding US operations and funding needs.	9.2
Feb 13      Attend at EHGNA's offices in Cambridge; correspondence with management regarding employee information; correspondence with Blakes regarding information required for the draft affidavit and Order; update/review employee retention plan scenarios; review of retention plan with management; correspondence with EHG US regarding US employee information; status of immediate funding advances and related matters; communications with management regarding funding request; internal meetings, discussions and emails on receivership preparation items; correspondence with Osler regarding termination letters.	8.0
Feb 14      Attend at EHGNA's offices in Cambridge; discussion and emails with Blakes on immediate funding and other matters; correspondence with management on funding; meeting with management on scheduled payments; obtain understanding of accounting cut-off and banking; review of cash flow forecast; completion of scenario analysis for cash flow forecast; compilation of employee/company information; correspondence with Osler on employees; meeting with and management on key employees and other operational items; correspondence with EHG US on payments, employees and other operational items; internal meetings, discussions and emails on receivership preparation items; review of affidavit and provide comments to Blakes.	10.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

Feb 15	Attend at EHGNA's offices in Cambridge; correspondence with Blakes on application information; correspondence with management on information requests; review of cash balances; internal meetings, discussions and emails on receivership preparation items; review and finalize of employee termination letter; review and finalize retention listing; review talking points for employee meeting; review employee FAQ; discussions and emails with Osler on open items; meet with senior management to discuss pending Order; attend at the Tyler and Guelph plants to address employees regarding the Order/receivership; discussions with management on cut-off, cancellation of credit cards, transfer of funds and other Day 1 receivership matters; internal discussions and emails on Day 1 receivership matters.	8.7
Feb 16	Internal emails on Week 1 receivership matters; correspondence with management on priority items and employees.	0.5
<b>TOTAL – L. Benson</b>		<b>45.4 hrs.</b>
 <b><u>N. Fennema</u></b>		<b><u>Hrs.</u></b>
Feb 10	Internal discussions on engagement start; review preliminary cash flow forecast prepared by EHGNA's advisors; review priorities for EHGNA per guidance from legal counsel.	4.6
Feb 11	Meet with financial advisors to discuss current state of operations and potential next steps; tour plant and meet management team; discuss capacity and plan with management team; review cash flow forecasts and supporting schedules with financial advisor; prepare two-week cash flow forecast template.	9.9
Feb 12	Prepare short-term cash requirement summary; discuss details of near-term cash needs with management; review and revise short-term cash requirement per comments from legal counsel and management; prepare base case 13-week cash flow forecast; review schedules with management for cash flow forecasts.	9.1
Feb 13	Discuss inventory status and projections with management; build inventory notes into cash flow; review employee forecasts with management; build employee amounts into cash flow forecast; review operational costs and build estimates into cash flow forecast; review AR balance and chassis details by vendor with management; summarize details for discussion with legal counsel.	10.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

Feb 14	Review and revise iterations of the cash flow forecast based on discussions with management; review cash flow with legal counsel and revise per discussion; review inventory analysis for further details provided by management; receivership preparation including establishing Receiver's email, toll-free number and case website.	11.2
Feb 15	Review security arrangements for all locations; visit all locations and review security systems; discuss IT system and lockdown procedures with management; coordinate IT lockdown; review security plans and make arrangements for changeover of security systems; attend at the Tyler and Guelph plants to address employees regarding the Order/receivership; discuss service terms with key vendors.	11.7
Feb 16	Coordinate security plan for each of the five EHGNA locations with locksmith; visit each site and ensure security plan enacted; calls vendors regarding go-forward services; respond to customer inquiries.	5.4
<b>TOTAL – N. Fennema</b>		<b>62.1 hrs.</b>

*A. Singels-Ludvik*

Feb 15	Internal emails regarding receivership banking requirements; call with RBC to request new CAD and USD accounts and to order cheques and prepare email to RBC to confirm/activate same; emails with A. Hutchens regarding incoming wire transfer instructions.	1.1
<b>TOTAL – A. Singels-Ludvik</b>		<b>1.1 hrs.</b>

*J.-L. Ip*

Feb 13	Review and posting of documents to virtual data room for internal use; arrange for creation of Receiver's case site; preparation of schedule of creditors.	2.8
Feb 14	Arrange for set up of Receiver's hotline and email account; prepare tracker for use in sale process.	1.0
Feb 15	Attend at EHGNA's offices in Cambridge; conduct site visits with N. Fennema to formulate security plan; internal meetings, discussions and emails on receivership preparation items; attend at the Reuter plant to assist in address to employees regarding the Order/receivership; internal discussions and emails on Day 1 receivership matters; compilation of Court materials and arrange for uploading to the Receiver's case website.	7.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – to February 16, 2019**

Feb 16	Internal emails on Week 1 receivership matters; compilation of Court materials and arrange for uploading to the Receiver's case website; preparation of letters to landlords.	1.2
<b>TOTAL – J.-L. Ip</b>		<b>12.5 hrs.</b>





**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

February 25, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #2 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period February 17 to 23, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
D. McIntosh, Managing Director	1.7	\$945	\$1,606.50
A. Hutchens, Managing Director	24.8	\$875	21,700.00
S. Ferguson, Managing Director	46.9	\$760	35,644.00
L. Benson, Director	55.7	\$510	28,407.00
N. Fennema, Associate	60.1	\$450	27,045.00
A. Singels-Ludvik, Associate	1.8	\$325	585.00
J.L. Ip, Analyst	44.5	\$325	14,462.50
	<u>235.5</u>		<u>\$129,450.00</u>
Add: Out of pocket expenses including Hotel, meals and mileage			685.83
			<u>\$130,135.83</u>
Add: HST @ 13% *			16,876.05
<b>TOTAL INVOICE</b>			<u><b>\$147,011.88</b></u>

*\*Excludes HST exempt out of pocket expenses*

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #2  
 HST #: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

<u>D. McIntosh</u>		<u>Hrs.</u>
Feb 18	Internal status update call; review various correspondence.	1.0
Feb 21	Internal status update call; review correspondence.	0.7
<b>TOTAL – D. McIntosh</b>		<b>1.7 hrs.</b>

<u>A. Hutchens</u>		<u>Hrs.</u>
Feb 18	Internal teleconference to plan for tomorrow and prioritize Week 1 receivership work; internal emails on priority receivership items; respond to and/or route inquiries.	2.4
Feb 19	Attend at EHGNA's offices in Cambridge; finalize arrangements with Maynards to conduct an appraisal of equipment and raw materials inventory; emails with Blakes on the Term Sheet, Receiver Certificate No. 1 and other matters; internal meetings, discussions and emails on Week 1 receivership items, including premises security, employee matters, transfer of funds to Receiver's trust accounts, compilation of asset listings, cross-referenced to potential liens or similar, approach to sale process/bidder interest and other priority items; emails with Barnes & Thornburg regarding EHG US; emails with Osler on legal documentation required to assess title to chassis and approaches to potential sale process.	8.3
Feb 20	Internal discussions and emails on Week 1 receivership matters; teleconference with Blakes and Osler on open receivership items and related matters; review and revise iterations of the employee schedule of key items and dates to be posted to the case website and internal emails on same; review and finalize a series of disbursements; internal emails on the Wage Earner Protection Program ("WEPP"); respond to and/or route inquiries; review the draft Confidentiality Agreement to be provided to interested potential bidders; internal emails/emails with Blakes and Osler on FX contracts and notices of termination received from Commerzbank; discussion with Barnes & Thornburg on EHG US and internal emails regarding same.	6.3
Feb 21	Internal discussions and emails on Week 1 receivership matters; discussion and emails with counsel regarding EHG US and emails with re-engaged personnel to follow-up on certain items; review and revise the draft Notice and Statement of the Receiver ("Receiver's Notice") required pursuant to the <i>Bankruptcy and Insolvency Act</i> and internal emails on same; respond to and/or route inquiries; review the draft "teaser" to be sent to potential bidders and internal emails on same.	4.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

Feb 22	Internal discussions and emails on Week 1 receivership matters; respond to and/or route inquiries; review and revise a draft communication to dealers; emails with Osler on several open matters.	3.3
<b>TOTAL – A. Hutchens</b>		<b>24.8 hrs.</b>

**S. Ferguson**

**Hrs.**

Feb 18	Internal calls regarding file status and workplan for week; respond to various e-mail inquiries; review of outstanding litigation; review of listing of employees to retain; drafting of workplan for week; review of license termination documentation; review of communication regarding BLM transportation issue.	4.2
Feb 19	Attend at EHGNA's offices; internal meeting regarding staffing plan; communications with a number of creditors; call regarding potential sale process; meeting with former staff to prioritize tasks; review of security arrangements; initial inventory review with N. Fennema; call with EHG SE and counsel; review of prior sales process materials; communications with Osler regarding ownership of chassis.	11.6
Feb 20	Attend at EHGNA's offices; call with EY regarding [REDACTED]; review employee letters; meet with Challenger at their offices; meet with former employees; preparation of Receiver Certificate #2 and related funding request; respond to various creditor inquiries; call with counsel to a creditor; call with A&M, Osler and Blakes regarding receivership issues; review of confidentiality agreement and draft "teaser"; review of communications to landlords; preparation of communication to creditors; review of inventory analysis.	11.3
Feb 21	Attend at EHGNA's offices; meet with sales team to discuss open issues; meet with chassis supplier; call with McQuarrie regarding prior sales process; calls with potential interested parties; review of marked-up NDAs for the sales process; call with Osler regarding chassis ownership; review of Jeep ownership; update on inventory status; review the draft Receiver's notice; review of information for data room.	11.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

Feb 22	Attend at EHGNA's offices; review of revised draft "teaser"; meet with senior staff regarding sale process documentation required; review of inventory on premises; calls with various creditors; final review of Receiver's notice; internal discussions regarding data room; review of NDA; further inventory reviews, including tracing of certain units; review of communication to dealers; call with counsel to creditors; call with Osler.	8.3
<b>TOTAL – S. Ferguson</b>		<b>46.9 hrs.</b>
<u><i>L. Benson</i></u>		<u><b>Hrs.</b></u>
Feb 17	Internal call regarding Week 1 receivership requirements; correspondence with M. Snell and J. Stride on employee matters; correspondence with US-based employees regarding notice of termination; review of receivership work plan and assignment of tasks; review aspects of receivership order.	4.0
Feb 18	Review draft utility letters; review draft landlord letters; prepare creditor list template; review and revise the draft Receiver's Notice; review requirements for data room; assign work/tasks to each functional group; assign manager to each group of employees; internal correspondence on Day 1 receivership matters.	4.5
Feb 19	Attend at EHGNA's offices in Cambridge; meet with retained employees for coordination meeting; assign managerial functions to directors; meet with finance department on responsibilities; meet with HR on receivership responsibilities; monitored/follow-up on action items with employees; draft timing of employee related milestones for posting to case website; meet with management on financial and operational items; correspondence with bank regarding account freezing and closures and transfers of funds; review landlord emails; draft "teaser" for sales process; discuss sales process with re-engaged employees; review previous CIM/data room and leveraged files accordingly; review of two-week funding requirement budget to actuals; authorize re-engagement of new employees; review creditor emails/letters; meeting regarding warranty; internal discussions to prioritize work streams; discussion and emails with Blakes on priority items.	13.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

Feb 20	Attend at EHGNA's offices in Cambridge; meet with employees to assign roles/responsibilities; monitor progress of completion; set-up inquiry log for tracking; meeting with IT on requirements; complete employee milestone document for posting to case website; meet with payroll personnel on progress; meet with M. Harron on progress of creditor listing; revised draft "teaser" and meeting on same; correspondence with pension and benefits providers; correspondence regarding hedging contracts; review hedging contracts; correspondence with Osler on variance items; correspondence with Blakes regarding various items; call with bank to confirm status of bank accounts; finaliz employee re-hire letters; review/discuss status of inventory; prepare secured creditor listing; review creditor listing; review WEPP requirements and internal calls on same; internal meetings/updates.	12.0
Feb 21	Attend at EHGNA's offices in Cambridge; correspondence regarding employee re-hire letter; call with Macquarie regarding prior sales process; call with interested potential bidder; review revised creditor listing; finalize secured creditors listing; review/update and finalize Receiver's Notice; correspondence with various creditors/parties; meetings with employees on tasks/workflow; review data site information; revise draft "teaser"; meet with payroll personnel on final pay, vacation pay, ROEs, etc.; meet with finance on various items; meet with warranty on issues/concerns; meet with M. Snell regarding sales network; review outstanding litigation listing; meeting regarding pension wind-up; update potential purchaser listing; internal meetings and discussions on Week 1 receivership items.	12.2
Feb 22	Attend at EHGNA's offices in Cambridge; review creditor listing and instruct mailing process; draft data room information request list; meet with re-engaged employees regarding sales process and Week 1 activities; assist in preparation of documents for sales process; correspondence with pension plan administrators; internal meetings/correspondence on requirements; review returned re-hire letters; review employee listing; correspondence with FSCO; correspondence with creditors; review/oversee activities of employees; review vacation pay calculations.	9.0
Feb 23	Internal emails on open receivership matters.	0.5
<b>TOTAL – L. Benson</b>		<b>55.7 hrs.</b>
 <u><i>N. Fennema</i></u>		 <u><b>Hrs.</b></u>
Feb 17	Calls to discuss security matters; calls with vendors on services to be provided going forward and internal emails on same.	1.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

Feb 18	Call with A&M team to discuss priority items; call local police service regarding planned employee rally; coordinate asset security with facilities maintenance team; prepare inventory analysis; reconcile vendor inventory claims with inventory records.	7.7
Feb 19	Meet with security services provider to discuss immediate needs and coordinate scheduling for balance of week; calls with various service providers; calls with landlords for all locations to discuss status and plans with existing leases; call insurance brokers to confirm status of policies and coverage required going forward; call and confirm availability of police during employee rally; reconcile inventory records.	12.8
Feb 20	Meet with building services team to coordinate site maintenance and access needs for the remainder of the week; calls with potential bidders; call with landlord to discuss termination of a lease; coordinate appraisal of equipment and raw materials inventory; organize employee and creditor claims; calls with service providers to confirm services continuation and new agreements with Receiver.	10.7
Feb 21	Meet with chassis supplier on outstanding balances and reconciliation plan; meet with sales team regarding units located at dealers; meet with administrative team regarding collection of personal belongings; call with legal counsel regarding title to chassis; calls with suppliers regarding services to be continued; follow-up with insurance teams regarding changes to be made; call with potential bidders regarding data room requests and further information to be provided; prepare inventory analysis, including reconciliation of all chassis.	12.3
Feb 22	Meet with re-engaged employees regarding sales process planning; meet with maintenance team regarding equipment/raw materials appraisal, various contractors requesting access to facilities and coordination of efforts going forward; contact vendors and dealers regarding outstanding inventory and AP balances; contact unit owners regarding inventory status; contact landlords regarding usage of facilities going forward; contact vendors regarding removal and sale of specific assets from EHGNA; reconcile inventory balance with claims and balances from a number of parties.	9.3
Feb 23	Contact contractors for continuing services at EHGNA facilities; reconcile inventory balances for trailers, chassis, WIP and FG; contact owners and dealers with potential claims against EHGNA's inventory.	6.1
<b>TOTAL – N. Fennema</b>		<b>60.1 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Feb 19	Banking matters.	0.5
Feb 20	Banking matters.	0.5
Feb 22	Internal emails regarding the Receiver's Notice; calls and emails with the Office of the Superintendent of Bankruptcy to file receivership documentation and to obtain appointment certificate.	0.8
<b>TOTAL – A. Singels-Ludvik</b>		<b>1.8 hrs.</b>
<u>J.-L. Ip</u>		<u>Hrs.</u>
Feb 18	Internal teleconference to plan for next week; preparation of letters to utility providers informing of receivership; preparation of creditor list.	2.2
Feb 19	Attend at EHGNA's offices in Cambridge; internal meeting with re-engaged employees; coordinate Receiver's hotline; discussions and emails with utility providers to close pre-receivership accounts and open new Receiver's accounts; discussions with landlords regarding invoicing; preparation of draft "teaser" for sales process; compile and upload lease documents to data room; prepare and upload Court documents to Receiver's case website; meeting on creditors listing.	12.8
Feb 20	Attend at EHGNA's offices in Cambridge; meet with T. Grens ew ich to discuss telecommunications and IT services required; emails discussions with landlords and telecommunications providers; upload documents to Receiver's case website; further prepare draft "teas er"; meeting on creditors listing.	9.5
Feb 21	Attend at EHGNA's offices in Cambridge; inspection of work-in-progress and finished goods inventory with B. Beatty; update creditors listing; discussions with vendors regarding reduction of telecommunications; prepare and distribute re-engagement letters for certain former employees; prepare information for mailing Receiver's Notice; discussions with utility providers regarding receivership.	10.3
Feb 22	Attend at EHGNA's offices in Cambridge; meeting re-engaged employees on sales process and development of virtual data room; meeting regarding mass mailing logistics; preparation of documents for creditor mailings; discussion with landlord to schedule site visit; prepare schedule detailing historic unit sales by brand, model, and dealership; upload of service list to Receiver's case website; discussions regarding inventory in-transit and cross-docking services.	9.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 17 to 23, 2019**

Feb 23	Preparation of schedule detailing EHGNA's intellectual property; preparation of schedule of fixed assets; preparation of schedule detailing employee count; internal emails.	0.7
<b>TOTAL – J.-L. Ip</b>		<b>44.5 hrs.</b>





**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

March 5, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #3 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period February 24 to March 2, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
D. McIntosh, Managing Director	0.4	\$945	\$378.00
A. Hutchens, Managing Director	30.7	\$875	26,862.50
S. Ferguson, Managing Director	57.9	\$760	44,004.00
L. Benson, Director	55.8	\$510	28,458.00
N. Fennema, Associate	61.2	\$450	27,540.00
A. Singels-Ludvik, Associate	7.0	\$325	2,275.00
J.L. Ip, Analyst	51.6	\$325	16,770.00
	<u>264.6</u>		<u>\$146,287.50</u>
Add: Out of pocket expenses including hotel, meals and mileage			1,252.45
			<u>\$147,539.95</u>
Add: HST @ 13% *			19,105.40
<b>TOTAL INVOICE</b>			<u><b>\$166,645.35</b></u>

*\*Excludes HST exempt out of pocket expenses*

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #3  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

**D. McIntosh**

**Hrs.**

Feb 26 Update call with A. Hutchens.

0.4

**TOTAL – D. McIntosh**

**0.4 hrs.**

**A. Hutchens**

**Hrs.**

Feb 24 Review and revise the draft “teaser” to be sent to potential bidders and internal emails on same; internal discussion and emails on prior funding advanced to EHG US and other open receivership items; respond to and/or route creditor and other inquiries.

1.4

Feb 25 Internal discussions and emails on open receivership items; discussion with Maynards on preliminary views of liquidation values for equipment and raw materials inventory and further information required to complete appraisal; respond to and/or route creditor and other inquiries; emails with Osler on insurance and other matters; review EHG US variance analysis/cash position and internal emails on same; review and revise email to Corner Flag and others regarding prior advance to EHG US.

6.5

Feb 26 Internal discussions and emails on open receivership items; respond to and/or route creditor and other inquiries; review and finalize a series of disbursements; review the draft form of Sale Terms and Conditions for use in sale of finished units; review the draft equipment/raw materials appraisal and emails with Maynards on same; attend at a storage yard in Etobicoke regarding chassis located on-site and internal discussions on same; internal discussions regarding potential return of Jeeps for reimbursement; email from Osler on primary open receivership items.

5.8

Feb 27 Internal discussions and emails on open receivership items; internal discussions and emails/emails with Corner Flag and others regarding EHG US; review correspondence from various legal counsel; internal discussions and emails on employee matters and tasks to complete this week; respond to and/or route creditor and other inquiries; emails with Blakes and Osler on inventory related matters.

5.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

Feb 28	Emails with Corner Flag and others regarding EHG US; internal discussions and emails on employee matters (final payroll, vacation pay and expense reimbursements) and compare payment amounts to prior cash flow forecasts; review the draft chassis/finished units/WIP analysis (the "Inventory Analysis") and internal teleconference on same; review and finalize rent and other disbursements; teleconference with Osler on the draft Inventory Analysis and chassis title/loan collateral and storage lien considerations; respond to and/or route creditor and other inquiries.	6.7
Mar 1	Emails with Schultze & Braun to coordinate meeting tomorrow; internal discussions and emails/emails with Osler on open receivership matters; emails with EHG US; respond to and/or route creditor and other inquiries; further review aspects of the Inventory Analysis and internal emails on same.	2.3
Mar 2	Meeting with M. Weigel and Schultze & Braun at A&M's offices regarding aspects of the receivership and EHG US.	2.5
<b>TOTAL – A. Hutchens</b>		<b>30.7 hrs.</b>

*S. Ferguson*

		<u>Hrs.</u>
Feb 24	Review of data room status and uploaded documents; update email to Corner Flag.	1.0
Feb 25	Attend at EHGNA's offices; call with Corner Flag; call with Blakes regarding IP available for sale; multiple calls with potential interested bidders; call with Bustards regarding purchase of vehicles; review of Sale Terms and Conditions for sale of finished units; internal meeting on the status of the Inventory Analysis; review of potential targets for sale process; review of data room outline; calls regarding sale process.	10.9
Feb 26	Attend at EHGNA's offices; calls with Challenger regarding balances owed and status; meeting with Bustards regarding vehicle sale; calls with creditors; call with General RV regarding accounts receivable; calls with potential bidders; prepare Receiver Certificate #3 and emails regarding same; coordinate initial contacts with potential bidders; review of status of Inventory Analysis; internal update regarding vacation pay analysis; review of data room information; call with Osler on outstanding issues.	10.4

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

Feb 27	Prepare invoice for vehicles sale; call with potential bidder; meet with senior personnel regarding data room information; call with Blakes and EY on insurance policy; call with Bustards regarding ownership documentation; discussions regarding vacation pay; internal call regarding employees; review of accounts receivable; calls with chassis suppliers; further review the draft Inventory Analysis.	11.6
Feb 28	Call with M. Weigel and Blakes on insurance policy; review the revised draft Inventory Analysis; finalize sale of certain vehicles; review of data room information; internal call on the draft Inventory Analysis and subsequent call with Osler on same; discussion with chassis supplier regarding location of units; calls with potential bidders; review of payroll funding; communication with litigation counsel; discussion regarding business plan.	12.0
Mar 1	Meeting with a chassis supplier; review of draft Inventory Analysis; calls with potential bidders; attend to various banking matters; review of deposits for week; finalize sale of vehicles; discussions regarding payroll and vacation pay; review of data room information; call with Osler on open issues; internal update calls.	9.0
Mar 2	Meeting with M. Weigel and Schultze & Braun at A&M's offices; review of data room information.	3.0
<b>TOTAL – S. Ferguson</b>		<b>57.9 hrs.</b>
 <b><u>L. Benson</u></b>		 <b><u>Hrs.</u></b>
Feb 24	Review of data room information and requests; update information tracker; update/revise data room information to prepare for upload; correspondence with internal team; draft updated cash position report.	4.0
Feb 25	Attend at EHGNA's offices in Cambridge; review of payroll file; review of vacation accrual rollover and manual calculation; discussions with re-engaged personnel on payroll; review employment contracts; review/discuss with functional team heads on vacation pay for teams; review data room information; update/prepare for upload to site; meetings with re-engaged personnel on data room and go-forward plan; meetings on data request list; meeting with marketing for materials for data site; review of inquiry log and develop process/plan for responses; internal meetings and discussions on timing of payments; correspondence with TD regarding bank accounts; review of cash funding needs; prepare wire requests; internal correspondence on key tasks.	13.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

Feb 26	Attend at EHGNA's offices in Cambridge; meet with finance personnel on responsibilities/tasks; meet with HR on status of final pay, vacation pay, ROEs and T4s and review of the same; discussions on payroll items.	3.5
Feb 27	Attend at EHGNA's offices in Cambridge; meeting with re-engaged personnel to assign responsibilities/tasks and monitor progress throughout the day; correspondence with creditors; correspondence with TD regarding accounts freeze and closures; direct movement of funds; draft documents for sales process; update data room; discuss sales process with re-engaged personnel; review of two-week funding forecast to actuals; draft disbursement request list; review of employee expense reimbursements; review of cash receipts; review creditor emails/letters; meeting on warranties; internal discussions to prioritize work streams; correspondence with pension and benefits providers; review/discuss status of Inventory Analysis; internal meetings/updates with team; review vacation pay accrual amounts and support and meetings/discussions on same.	12.6
Feb 28	Attend at EHGNA's offices in Cambridge; review latest vacation and payroll amounts and discussions on same; review of re-engagement letters for certain former employees; review data room information; follow-up on timing for requested items; meeting with re-engaged personnel on status of tasks/workflow; meeting with payroll on final pay, vacation pay, etc.; meeting with finance on various items; update potential purchaser listing and internal meeting on the same; internal meetings and discussions on key items, including all employee and creditor related matters.	12.2
March 1	Attend at EHGNA's offices in Cambridge; finalize payroll; confirm status of funding and bank accounts with bank; review data room; assist in preparation of documents for sales process; internal meetings/correspondence on requirements; review employee listing; draft employee FAQ; review bank account activity and discussion with finance on same; review and approve required disbursements and internal emails on same; review status of funding.	8.5
March 2	Internal emails on data room information and other receivership matters.	1.5
<b>TOTAL – L. Benson</b>		<b>55.8 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

<u><i>N. Fennema</i></u>		<u>Hrs.</u>
Feb 25	Contact contractors regarding required services; coordinate landlord and other contractor requests for access to facilities; prepare funding request details; review draft Inventory Analysis and internal meetings/discussions on same; review inventory sales proposal and provide comments; prepare Inventory Analysis based on updated details; respond to inquiries from employees, dealers and creditors.	12.6
Feb 26	Contact contractors and landlords regarding access to buildings and services to be performed; contact dealers and inventory storage facilities to coordinate return of customer vehicles where possible; work with re-engaged personnel to determine details of inventory not counted in January; follow-up with customers and dealers regarding inventory to be returned; coordinate brokerage account arrangements with customs brokers to facilitate cross-border shipping.	10.7
Feb 27	Coordinate security team to provide access to buildings for landlords and other interested parties; review cash receipts and disbursement and follow-up on outstanding items; calls with brokers and logistical service providers to coordinate potential shipment of units in the near term; further prepare Inventory Analysis; investigate MSOs on hand relative to inventory records; review inventory by location with re-engaged personnel and follow-up with chassis suppliers on same.	13.8
Feb 28	Coordinate with landlords and others for access to facilities to inspect premises and return items under lease; internal meeting on the Inventory Analysis; investigate details of inventory in transit; review MSO issues re-engaged personnel; prepare inventory summary suitable for providing to Osler; coordinate inventory customs account with brokers agents.	12.6
Mar 01	Review inventory workbook with re-engaged personnel; coordinate sale of Jeeps with security team; prepare inventory summary details for data room; coordinate sale of racking with third party; coordinate inventory review; prepare budget to actual variance report based on bank transactions during the first weeks of receivership.	9.2
Mar 02	Prepare inventory summary details for data room and related disclaimer.	2.3
<b>TOTAL – N. Fennema</b>		<b>61.2 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Feb 26	Process invoices for payment; prepare/process wire transfer forms; call from RBC to confirm same; update Summary of Receipts and Disbursements ("R&D"); internal emails on R&D matters; bank reconciliations.	1.2
Feb 28	Process invoices for payment; prepare/process wire transfer forms; call from RBC to confirm same; update R&D; internal emails on R&D matters.	2.0
Mar 1	Internal emails on employee expense reimbursements and other payroll matters; format schedule for preparation of employee expense cheques; prepare mail merge document and edit cheques regarding same.	3.8
<b>TOTAL – A. Singels-Ludvik</b>		<b>7.0 hrs.</b>
 <u>J.-L. Ip</u>		 <u>Hrs.</u>
Feb 24	Preparation of schedules summarizing dealership information and inventory levels at dealerships; upload documents to data room.	1.2
Feb 25	Attend at EHGNA's offices in Cambridge; discussions and emails with telecommunications utilities providers, landlords and equipment lessors on account information and services required during receivership; upload documents to data room; assist in preparation of documents for data room; preparation of document describing EHGNA's facilities; prepare tracker for sales process; discussions regarding dealer inventory levels.	10.5
Feb 26	Attend at EHGNA's offices in Cambridge; further preparation of document describing EHGNA's facilities; upload documents to data room; discussions and emails with telecommunications providers regarding accounts and services required during receivership; discussions with regarding IT requirements during receivership; preparation of documents for upload to the case website.	9.7
Feb 27	Attend at EHGNA's offices in Cambridge; meetings re-engaged personnel regarding the data room; discussions with landlords on March rent; update sales process tracker; discussions and emails with telephone service provider; assist in preparation of payroll schedule; preparation of documents for upload to case website; preparation of overview presentation of EHGNA; discussions regarding inventory and various invoices.	10.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – February 24 to March 2, 2019**

Feb 28	Attend at EHGNA's offices in Cambridge; arrange for payments to landlords for March rent; preparation of documents for upload to case website; preparation of overview presentation of EHGNA and meeting with re-engaged personnel on same; upload documents to data room; preparation of schedule of historic unit sales; discussions regarding leased equipment.	9.2
Mar 1	Attend at EHGNA's offices in Cambridge; discussions and meeting with vehicle leasing company to return vehicle; discussions and emails with creditors and former employees to address inquiries; preparation of schedule detailing historic warranty expenses and number of units under warranty; update sales process tracker; preparation and upload of documents to data room.	8.3
Mar 2	Discussion with M. Weigel at A&M's offices regarding historic warranty claims; preparation of documents for upload to data room.	2.7
<b>TOTAL – J.-L. Ip</b>		<b>51.6 hrs.</b>





**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

March 13, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #4 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period March 3 to 9, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	28.7	\$875	\$25,112.50
S. Ferguson, Managing Director	47.3	\$760	35,948.00
L. Benson, Director	56.2	\$510	28,662.00
N. Fennema, Associate	67.6	\$450	30,420.00
A. Singels-Ludvik, Associate	16.9	\$325	5,492.50
J.L. Ip, Analyst	57.1	\$325	18,557.50
	<u>273.8</u>		<u>\$144,192.50</u>
Add: HST @ 13%			<u>18,745.03</u>
<b>TOTAL INVOICE</b>			<b><u>\$162,937.53</u></b>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #4  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

<u>A. Hutchens</u>		<u>Hrs.</u>
Mar 4	Review and revise the updated employee schedule of key items and dates for posting to the case website and internal emails on same; internal emails to reconcile/coordinate transfer of funds to EHG US; teleconference with Corner Flag and others to provide updates on aspects of the receivership; respond to and/or route creditor and other inquiries; review and finalize a series of employee expense reimbursement cheques and other cheques/wire transfers; internal discussions and emails on open receivership matters; review the draft schedule of amounts purportedly due to contractors and internal discussion and emails on same.	7.4
Mar 5	Preliminary preparation of the First Report to Court of the Receiver ("First Report"); discussion with Osler on open items; review and revise the draft Sales Process – Update No. 1 deck; internal discussions and emails on open receivership items; review and finalize disbursements; respond to and/or route creditor and other inquiries; review and revise the schedule of FAQs – Employees for posting to the case website.	5.8
Mar 6	Discussions and emails with P. Perely regarding EHG US and emails with Shultze & Braun and Sherwood Partners on same; review the draft Preliminary Inventory Title and Claims Analysis prepared by Osler; internal discussion and emails on open receivership items; teleconference with Blakes and Osler on inventory and sales process matters; review draft cash flow variance analyses schedules and internal emails on same.	5.4
Mar 7	Internal discussions and emails on open receivership items; review the revised draft cash flow variance analyses deck; teleconference with Corner Flag and others to provide updates on aspects of the receivership, including cash flow variance analyses and cash position; respond to and/or route creditor and other inquiries; review and finalize a series of disbursements.	4.5
Mar 8	Respond to and/or route creditor and other inquiries; teleconference with Osler on sales process, timing for Court hearing/contents of First Report and other open receivership matters; further prepare the draft First Report and internal emails on same.	5.6
<b>TOTAL – A. Hutchens</b>		<b>28.7 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

		<u>Hrs.</u>
<u>S. Ferguson</u>		
Mar 4	Call with Corner Flag and counsel regarding status update; review of data room information; call with potential purchasers; review of chassis reconciliation file; review of inventory status update; internal discussion regarding contractor amounts payable; call with Blakes to provide file status update.	6.0
Mar 5	Attend at EHGNA's officer; Review of AR details and potential set-off amounts; calls with potential bidders; respond to due diligence requests; preparation of inventory summary analysis, with reference to chassis supplier amounts owing; meeting with M. Herron regarding AR; review of information to be posted to data room; call with Challenger; internal call regarding sale of units; call with Osler regarding sale process and chassis review; internal discussion regarding actual to budget cash flow results and updated/extended cash flow forecast.	10.5
Mar 6	Attend at EHGNA's offices; calls with potential bidders; review of actual to budget cash flow and preparation of presentation regarding same; call with counsel to a potential bidder; call with Osler regarding inventory analysis; internal meeting regarding sales strategy; call with Blakes and Osler regarding inventory status and sale process; review of communication from TD regarding Bustard Brothers; review of disbursements.	12.8
Mar 7	Attend at EHGNA's offices; call with Corner Flag and counsel regarding budget to actual cash flow results and receivership status generally; calls with potential bidders regarding sale process and data room information; review of claim of chassis supplier; calls with vendors; discussion with EHG SE regarding guarantee information; call with Challenger; review of Mercedes reconciliation and calls regarding same; call with Osler regarding lemon laws; review of contractor amounts owing; calls with sales people; discussion regarding site visits by potential bidders and staffing regarding same.	9.5
Mar 8	Attend at EHGNA's offices; call with Osler regarding sale process and Court attendance; calls with multiple potential bidders; call with Challenger regarding release of units; meeting with M. Stride regarding sale of units; discussion regarding units Thor purchased from Wells Fargo; internal discussion regarding tax status of Company; attend to various employee matters; communications with a dealer regarding unit payment.	8.5
<b>TOTAL – S. Ferguson</b>		<b>47.3 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

<u>L. Benson</u>	<u>Hrs.</u>
Mar 3 Review and revise data site information; internal correspondence regarding data site information and next steps.	2.1
Mar 4 Attend at EHGNA's offices in Cambridge; meeting with payroll team regarding employee questions and follow-up; draft employee FAQ for posting to case website; review and reconcile employee payments; obtain information on contract employees and review for reasonability; review of disbursements and preparation of budget to actual cash flow analysis; preparation of receivership employee payroll report; internal meetings; manage/review data room requests and activity.	12.3
Mar 5 Attend at EHGNA's offices in Cambridge; meet with finance department on responsibilities and progress; meet with payroll team on status of employee responses, T4s, FAQ, ROE, etc; review of employee expense reimbursements; review of contractor amounts; discussion with re-engaged personnel on same; discussions regarding go-forward business plan and current level of employees; review bank statements; categorize spend by category and pre or post-receivership liabilities.	9.2
Mar 6 Attend at EHGNA's offices in Cambridge; review of budget to actuals deck; review of employee payroll report; correspondence with C. Mitchell re termination of Canadian employees; review of US payroll report; review of contractor support and correspondence regarding the same; correspondence with J. Stride regarding employees to retain; correspondence with M. Harron on accounting workstreams; correspondence with M Snell on commissions; review of disbursements and internal meetings/discussions on same; prepare sources and uses analysis and review of same with internal team; review budget to actual cash flow analysis; perform variance analysis; draft deck for same.	14.6
Mar 7 Attend at EHGNA's offices in Cambridge; review revised cash flow deck; review and draft responses to employee questions; correspondence with employees on expense reimbursements; correspondence with H. Harron on deliverables; correspondence with T. Watson regarding T4 revisions; draft memo on T4s; correspondence with TD; correspondence with TPG regarding payroll; meeting with re-engaged personnel on tasks/workstreams; internal meetings and discussions on priority items.	9.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

Mar 8	Attend at EHGNA's offices in Cambridge; distribute cheques to re-engaged personnel; draft forecast cash flow for employee related items; review and summarize payroll reports; correspondence with contract workers; draft re-hire letter; draft termination letters; draft WEPPA information notice.	8.5
<b>TOTAL – L. Benson</b>		<b>56.2 hrs.</b>

*N. Fennema*

		<u>Hrs.</u>
Mar 3	Review inventory disclaimer revisions; revise inventory analysis for feedback received; prepare budget to actual template for weekly cash flow analysis; negotiate and complete sale of racking to be removed from vacated location; prepare additional inventory analysis for legal counsel and potential bidders.	4.5
Mar 4	Prepare inventory schedules for data room; coordinate inventory inspections at multiple locations; coordinate retrieval of tools and inventory of third parties; coordinate insurance program; coordinate return of MSOs for vehicles sold to dealers; coordinate return of customer vehicles; prepare budget to actual cash flow analysis.	12.6
Mar 5	Prepare inventory schedules for data room; respond to inquiries regarding status of inventory units and return of customer or otherwise paid for units; coordinate facilities inspections and return of contractor tools; coordinate review of inventory listing and recount of certain inventory; confirm details of inventory units to be sold in transaction with General RV and follow-up on outstanding MSOs; prepare budget to actual summary for pre-receivership period and coordinate summarization of details since receivership; prepare inventory summary for data room based on revised balances.	13.6
Mar 6	Prepare inventory reconciliation for management discussion; coordinate inspection of facilities with landlords and maintenance staff; respond to inventory inquiries; respond to creditors regarding inventory claims; coordinate review of bank statement details through March 1, 2019; prepare budget to actual analysis for pre-receivership period, Term Sheet budget and receivership period based on bank transactions within multiple accounts.	15.3
Mar 7	Prepare inventory reconciliations for vendors and third-party storage providers and investigate discrepancies remaining between schedules; coordinate retrieval of customer vehicles; finalize budget to actual amounts for two-week period ended March 1, 2019 and prepare report on same; review cash flow forecast and revise estimates for future weeks; prepare inventory schedules for data room.	10.7

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

Mar 8	Revise master inventory file for updated payments received, updated MSOs on hand and updated locations for specific units; revise cash flow forecast; prepare schedule of units to be sold per forecast and discuss sales strategy with sales team; coordinate sale of racking equipment from vacated premises; coordinate enhanced security measures for Shirley Avenue location; revise forecast for employee amounts to be paid.	10.9
<b>TOTAL – N. Fennema</b>		<b>67.6 hrs.</b>
<b><u>A. Singels-Ludvik</u></b>		<b><u>Hrs.</u></b>
Mar 3	Internal emails regarding payments required; process invoices for payment and update Schedule of Receipts and Disbursements ("R&D").	4.0
Mar 4	Continue with processing of payments and update R&D; follow-up emails regarding same.	3.4
Mar 5	Process invoices for payment and update R&D.	0.5
Mar 7	Internal emails regarding payroll cheques and payments required; process same and update R&D; arrange courier regarding same.	7.8
Mar 8	Call to CRA to set-up Receiver's business numbers for payroll and HST; prepare related forms and fax to CRA.	1.2
<b>TOTAL – A. Singels-Ludvik</b>		<b>16.9 hrs.</b>
<b><u>J.-L. Ip</u></b>		<b><u>Hrs.</u></b>
Mar 3	Preparation of documents and schedules for upload to virtual data room; provide data room access to interested parties with executed NDAs; emails with A&M team regarding data room launch.	2.3
Mar 4	Attend at EHGNA's offices in Cambridge; telephone discussion with landlord regarding lease terms and rent payment; discussion with P. de Beus regarding banking information; preparation and upload of document to Receiver's website; discussions and emails with potential bidders regarding sales process and data room; discussion with M. Gordon regarding inventory on hand and cross-docking contract; discussion with M. Kelly and equipment leasing provider; preparation of bank reconciliation.	10.8

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 3 to 9, 2019**

Mar 5	Attend at EHGNA's offices in Cambridge; preparation and upload of documents to Receiver's website; preparation of price analysis of finished goods on hand; discussion with C. Deakins regarding price analysis; preparation of sales process update presentation; preparation of WIP summary schedule; upload documents to data room; preparation of documents for distribution to employees.	11.0
Mar 6	Attend at EHGNA's offices in Cambridge; preparation of presentation regarding inventory; discussion with legal counsel of creditor; discussions with equipment lessors; emails with landlord regarding payment; discussions with P. de Beus and payment processing provider regarding current account status and contract; discussion with shipping and logistics provider; preparation of schedules and upload to data room; review budget to actual cash flow supporting documents.	12.9
Mar 7	Attend at EHGNA's offices in Cambridge; discussions with potential bidders regarding sales process; preparation of budget to actual presentation; preparation of and discussion with K. Torcoletti and J. Stride regarding presentation to potential bidders; discussion with M. Harron and N. Smith regarding accounts payable balances; arrange for delivery of documents to customer; discussion with shipping provider regarding status and location of purchase order; supervise collection of leased equipment; review of thirteen week cash flow forecast.	9.5
Mar 8	Attend at EHGNA's offices in Cambridge; preparation of schedule summarizing receipts and disbursements; assist in preparation of draft First Report; discussions with K. Torcoletti and J. Stride regarding status of and presentation to potential bidders; discussions with utility providers regarding account status and billing; provide access to potential bidders to data room; discussion with M. Kelly and scheduling of retrieval of leased equipment.	8.8
Mar 9	Update of schedule summarizing receipts and disbursements; update of presentation to potential bidders.	1.8
<b>TOTAL – J.-L. Ip</b>		<b>57.1 hrs.</b>



**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

March 19, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #5 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period March 10 to 16, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	14.5	\$875	\$12,687.50
S. Ferguson, Managing Director	49.6	\$760	37,696.00
L. Benson, Director	49.8	\$510	25,398.00
N. Fennema, Associate	62.2	\$450	27,990.00
A. Singels-Ludvik, Associate	13.2	\$325	4,290.00
J.L. Ip, Analyst	48.7	\$325	15,827.50
	<u>238.0</u>		<u>\$123,889.00</u>
Add: Out of pocket expenses including hotel, meals and travel costs			<u>1,127.66</u>
			\$125,016.66
Add: HST @ 13%			<u>16,252.17</u>
<b>TOTAL INVOICE</b>			<u><b>\$141,268.83</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #5  
 HST#: 83158 2127 RT0001



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

<u><i>A. Hutchens</i></u>		<u><b>Hrs.</b></u>
Mar 10	Prepare the draft First Report to Court of the Receiver ("First Report") and internal emails on same.	1.6
Mar 11	Review and revise iterations of the draft First Report and internal emails/emails with Osler on same; respond to and/or route creditor and other inquiries; internal discussions and emails on open receivership matters; review the draft updated and extended cash flow forecast and internal emails on same.	5.8
Mar 12	Review iterations of the draft updated and extended cash flow forecast and revise the supporting notes to same; review the draft Sale Process procedures document; internal emails on disbursements and other open receivership items; respond to and/or route creditor and other inquiries; teleconference with Osler on chassis title/ownership matters.	3.5
Mar 13	Review the revised draft Sale Process procedures document; respond to and/or route creditor and other inquiries.	1.0
Mar 14	Internal discussion and emails on open receivership matters and draft Sale Process procedures document; review the draft letter regarding the extension of the term of the Receiver's Term Sheet and emails with Blakes and Osler on same; review disbursements.	1.4
Mar 15	Teleconference with Osler on the draft First Report and related matters; internal discussion and emails on open receivership matters.	1.2
<b>TOTAL – A. Hutchens</b>		<b>14.5 hrs.</b>

<u><i>S. Ferguson</i></u>		<u><b>Hrs.</b></u>
Mar 10	Review of revised cash flow forecast; communications with potential bidders; review of draft First Report; communications with Osler.	1.5
Mar 11	Attend at EHGNA's offices; review and revision to draft First Report; review of updated cash flow forecast for the receivership period; communications with Osler regarding consulting agreement; call with Blakes and Osler regarding sales process; call with Osler regarding Mercedes security; discussion regarding HST payable; calls with potential bidders; internal discussion regarding 30-day goods claims.	8.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

Mar 12	Attend at EHGNA's offices; meet with senior team regarding potential bidder site visits; call with Blakes and M. Weigel; review of notes and assumptions for revised cash flow forecast; call with counsel to Mercedes Canada and Mercedes US with Osler; review of proposed sales process documentation and comments thereon; call with Osler regarding chassis status and call with Blakes regarding same; call with Blakes regarding proposed sale process and cash flow forecast; communication with Corner Flag regarding cash flow forecast.	11.0
Mar 13	Attend at EHGNA's offices; on-site meeting with potential bidder; review of proposed sale of several units; communications with suppliers; review of sale process documents and internal communications regarding same; call with Blakes regarding chassis status.	10.3
Mar 14	Attend at EHGNA's offices; calls with potential bidders; update of data room information; meeting with J. Stride regarding operating plan; calls with Blakes regarding inventory analysis; review of amendment to Term Sheet; call with Thor regarding guarantees paid; review of items for sale; discussion with Osler regarding priority of units; review of sale process and drafting of process letter; communications with potential bidders regarding LOI dates.	9.6
Mar 15	Attend at EHGNA's offices; discussions regarding sale of units; calls with potential bidders; status update with Osler and A&M; review of sections for First Report; call with Blakes and Osler regarding ownership of chassis units; review of presentation for data room; review of other data room information; review of payroll calculations; call with J. Hanemaayer; internal discussion regarding pension plan.	8.7
<b>TOTAL – S. Ferguson</b>		<b>49.6 hrs.</b>
 <u><b>L. Benson</b></u>		 <u><b>Hrs.</b></u>
Mar 11	Attend at EHGNA's offices in Cambridge; meeting with payroll team regarding employee questions and follow-up; meeting with finance team regarding HST credits, month-end close, etc.; review and reconcile employee payment amounts; coordinate payment of source deductions; review and revise data room information; conduct site walk-through in preparation for meeting with potential bidder; internal meetings; manage/review data room requests and activity.	11.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

Mar 12	Attend at EHGNA's offices in Cambridge; review of contractor amounts and requests for payment; review of commissions and verify against inventory; prepare summary of commissions; discussion with team on draft business plan; review of WEPPA requirements; discussions with HR personnel on WEPPA calculations; review employee follow up items; coordinate payment of employee amounts; internal meetings on sales process and preparation for same.	11.2
Mar 13	Attend at EHGNA's offices in Cambridge; meet with potential bidders; prepare US final payroll; correspondence with accounting team on HST; correspondence with M Snell on commissions and final pay; review of show commissions; attend meeting on business plan; internal meetings and discussions on open receivership items.	9.5
Mar 14	Attend at EHGNA's offices in Cambridge; prepare receivership employee payroll; review payroll reports and reconcile historical payments to reports; coordinate payment of source deductions; discussion with pension team; review and revise data room information; discussion with department heads to review and assign work.	10.0
Mar 15	Attend at EHGNA's offices in Cambridge; distribute payroll cheques to employees; review and summarize payroll reports; review and revise various data room files; discussion with department heads regarding ongoing tasks/assignments; review budget to actuals cash flow results; review draft business plan and discussions regarding same.	7.6
<b>TOTAL – L. Benson</b>		<b>49.8 hrs.</b>
 <u><i>N. Fennema</i></u>		 <u><b>Hrs.</b></u>
Mar 10	Revise cash flow forecast for updated sales amounts and related costs, etc.; revise inventory analysis for updated amounts received from dealers; correspond with dealers regarding inventory to be paid for and MSOs to be obtained; review sections of draft First Report and revise cash flow summary; revise cash flow forecast for internal comments.	8.1
Mar 11	Revise cash flow forecast for updated employee amounts and bank statements to March 9, 2019; follow-up on various inventory matters and claims from suppliers/dealers; coordinate updating of AR subledger for analysis of collectible AR; coordinate inventory review for items unaccounted for; revise inventory master listing for notes received; coordinate legal review of various vendor claims.	11.6

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

Mar 12	Prepare further revisions to forecast cash flow and notes on same; prepare various inventory schedules to align sales team with accounting data; reconcile accounting data to various external documents obtained; coordinate MSO treatment with dealers and chassis suppliers; investigate inventory items for legal counsel review; coordinate removal of all company items from 2300 Shirley Drive location to vacate premises; prepare further accounting records reconciliation and follow-up on outstanding items.	12.3
Mar 13	Meet with potential bidder; reconcile various inventory claims against master inventory worksheet; prepare inventory summary for legal counsel; revise inventory based on MSO and other details provided by sales and accounting team; revise projected sales schedule for AR updates provided by accounting team; prepare revised AR schedule and circulate follow-up activities for accounting and sales teams regarding collections; coordinate retrieval of customer vehicles and mailing of MSOs to buyers.	10.4
Mar 14	Coordinate MSO issues with dealers holding EHGNA inventory; prepare inventory analysis for potential sales and AR collections; coordinate accounting and sales team review of MSOs and units believed to be sold prior to Receivership; review accounting summary of units in AR and discuss with sales team the collectability of each based on dealer status; update cash flow for actual values through March 13.	10.1
Mar 15	Prepare inventory summary for legal discussion; coordinate sale of finished good units with sales team; prepare inventory summary for units to be sold in coming weeks; prepare AR and AP reconciliations to determine net vendor positions to be collected by sales team; discuss status of vehicles paid for but not shipped with legal counsel; discuss ability to sell specific branded units going forward; communicate with potential bidders regarding the sales process.	9.7
<b>TOTAL – N. Fennema</b>		<b>62.2 hrs.</b>
 <u><i>A. Singels-Ludvik</i></u>		 <u><b>Hrs.</b></u>
Mar 12	Process several invoices and employee expense reimbursements for payment, update Schedule of Receipts and Disbursements ("R&D") and review internal emails regarding same.	4.8
Mar 13	Internal emails regarding payments required and organize data regarding same.	1.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

Mar 14	Internal emails regarding payments required; process invoices and payroll cheques for the week ending March 9 for payment and update R&D; call to CRA to obtain remittance vouchers for source deductions and confirm Receiver's business number account is active to process payments and confirm timing of same.	6.4
Mar 15	Review internal emails regarding payments and various banking matters; process cheques received for deposit; update R&D.	1.0
<b>TOTAL – A. Singels-Ludvik</b>		<b>13.2 hrs.</b>

*J.-L. Ip*

**Hrs.**

Mar 10	Prepare documents for upload to case website; manage documents and interested parties in data room.	0.5
Mar 11	Attend at EHGNA's Cambridge office; discussion with supplier regarding status of receivership; update creditor's list; discuss payment arrangements with various storage and equipment leasing providers; discussion with M. Gordon regarding location and status of inventory; emails with vendors and utility providers regarding status of accounts under Receiver's name; preparation of historic sales schedule; arrange for payment of invoices; discussion with C. Deakins regarding inventory held at external leased location; discussion with T. Grensewich and telecommunications provider regarding receivership, cancellation of unnecessary services and status of new accounts.	10.7
Mar 12	Attend at EHGNA's Cambridge office; discussion with K. Torcoletti regarding and update of presentation document; discussion with M. Gordon regarding equipment and inventory ownership; preparation of historic sales schedule and upload to data room; discussion with vendor to arrange for retrieval of leased trailers; discussion with J. Stride regarding site visit and management meeting agenda; meeting with M. Harron regarding further financial diligence items requested by potential bidders; discussions with vendors and utility providers regarding status of accounts under Receiver's name.	10.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 10 to 16, 2019**

Mar 13	Attend at EHGNA's Cambridge office; preparation of various documents for upload to data room; discussion with Service Canada regarding registration for WEPP; meeting with and presentation to potential bidder; discussion with P. de Beus regarding sales tax; arrange for retrieval of leased equipment; discussion with representative from Workplace Safety and Insurance Board regarding receivership and set-up of new account; discussion with F. McConnell and preparation of sales diligence document requested by potential bidder.	9.4
Mar 14	Attend at EHGNA's Cambridge office; arrange for retrieval of leased equipment from various EHGNA locations; preparation of schedule of and discussions with J. Stride and J. Dukes regarding bill of materials and associated costs; meeting with M. Gordon regarding inventory supplied by vendors on creditor's list; preparation of dealer price list with F. McConnell and upload to data room; discussion with potential bidder regarding sale process and to schedule site visit and management meeting; discussion with M. Harron regarding historic payroll and certain operating costs.	9.2
Mar 15	Attend at EHGNA's Cambridge office; preparation of sales backlog schedule and upload to data room; meeting and discussion with landlord; correspondence with potential bidder regarding documents in data room; meeting with K. Torcoletti and update of presentation to potential bidders; emails and discussions with potential bidders regarding sales process and further diligence requests; preparation and upload of operations-related documentation to data room.	8.9
<b>TOTAL – J.-L. Ip</b>		<b>48.7 hrs.</b>



**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

March 26, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #6 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period March 17 to 23, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	21.1	\$875	\$18,462.50
S. Ferguson, Managing Director	33.8	\$760	25,688.00
L. Benson, Director	51.2	\$510	26,112.00
N. Fennema, Associate	59.5	\$450	26,775.00
A. Singels-Ludvik, Associate	7.3	\$325	2,372.50
J.L. Ip, Analyst	52.1	\$325	16,932.50
	<u>225.0</u>		<u>\$116,342.50</u>
Add: HST @ 13%			<u>15,124.53</u>
<b>TOTAL INVOICE</b>			<b><u>\$131,467.03</u></b>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer (819311) – Inv. #6  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

<u><i>A. Hutchens</i></u>		<u>Hrs.</u>
Mar 18	Review and revise iterations of the draft First Report to Court of the Receiver ("First Report"), including a version incorporating additions from Osler on the legal analysis of raw chassis title/ownership considerations and other comments, and internal discussion and teleconference/emails with Osler on same; review iterations of the draft Notice of Motion and Order (Approval of Sales Process), and emails with Osler on same; internal discussion and emails on open receivership matters; emails with Osler on lien and other matters.	6.8
Mar 19	Internal discussions and emails on open receivership items; review the black-lined draft First Report incorporating comments from Blakes; respond to and/or route creditor and other inquiries.	2.5
Mar 20	Attend at Osler's offices to work through Blakes' comments on the draft First Report; review and revise iterations of the draft First Report; internal discussions and emails on bidder due diligence and other matters; review actual to budget cash flow reporting and internal emails on same; emails with Osler to finalize the First Report for service.	6.3
Mar 21	Internal discussion and emails on approach to solicit liquidation bids; prepare form of email to be sent to individual liquidators and emails with Osler on same; coordinate preparation of the Asset Parcel Information Package ("APIP") for bids by liquidators; respond to and/or route creditor and other inquiries; review and finalize payroll and other disbursements; internal emails on diligence information for posting to liquidator only data room.	2.1
Mar 22	Discussion with a liquidator; internal emails on solicitation of liquidation bids; review and revise the draft APIP and internal emails/emails with Osler on same; review the draft schedule of WEPP calculations for all terminated employees and internal discussion on same; discussion with Osler on EHG US and emails with Osler and Barnes & Thornburg on same.	3.4
<b>TOTAL – A. Hutchens</b>		<b>21.1hrs.</b>

<u><i>S. Ferguson</i></u>		<u>Hrs.</u>
Mar 17	Review of draft First Report.	1.6
Mar 18	Further review of draft First Report and call with Blakes regarding same; review of draft Order in respect of First Report; review of draft notice of motion and internal calls regarding same; calls with potential bidders.	6.6



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

Mar 19	Attend at EHGNA's offices; meeting with potential bidder; calls with other potential bidders; review of data room information; review of draft actual to budget cash flow reporting; call with Blakes regarding draft First Report; internal discussion regarding 30-day goods claims.	8.4
Mar 20	Attend at EHGNA's offices; review of draft First Report; call with counsel to Mercedes; calls with counsel to other suppliers; call with Blakes regarding IP matters; meeting with potential bidder; calls with other potential bidders; discussion and review of information for data room; finalize actual to budget cash flow reporting and update deck for sales process; review of inventory analysis for data room.	10.7
Mar 21	Internal meeting regarding work plan for the day; call with A. Hutchens; call with A. Laing and M. Weigel regarding an insurance claim; internal call regarding release of units; call with Blakes regarding asset purchase agreement; discussion regarding solicitation of liquidation bids.	4.6
Mar 22	Call with potential bidder; communication regarding release of certain units.	1.9
<b>TOTAL – S. Ferguson</b>		<b>33.8 hrs.</b>

**L. Benson**

**Hrs.**

Mar 18	Attend at EHGNA's offices in Cambridge; meeting/correspondence on HST refund claims vs owed; discussion/review of employee claims; prepare employee section of draft First Report; prepare for potential bidder site tours/meetings; prepare information for data room; review of reports for data room; correspondence with contractors and employees; review/respond to accounting close questions/concerns; meetings with department heads regarding status of various work.	10.5
Mar 19	Attend at EHGNA's offices in Cambridge; review of contractor amounts and request for payments; review of commissions and cross-check against inventory; prepare summary of commissions; discussion with re-engaged personnel on draft business plan; review of WEPPA requirements; discussions with re-engaged personnel on WEPPA calculations; review employee follow-up items; obtain payment for all employee related items; internal discussions on sales process and prepare for same.	11.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

Mar 20	Attend at EHGNA's offices in Cambridge; correspondence with potential bidders; prepare data room information and responses to questions; meetings with re-engaged personnel on data requests; correspondence regarding payment of commissions; attend meeting regarding draft business plan; review forecast model; compile reports for WEPPA calculations; prepare draft WEPPA notice to employees; correspondence with employees and other creditors.	10.2
Mar 21	Attend at EHGNA's offices in Cambridge; prepare receivership employee payroll; prepare draft schedule of WEPPA calculations; review and revise data room information; discuss status of sales process with re-engaged personnel; discussion with department heads to assign priority work; review T4 information; internal meetings and discussions; review of financial forecast; calls with potential bidders; discussions/preparations for on-site meetings.	10.5
Mar 22	Attend at EHGNA's offices in Cambridge; distribute payroll payments to employees; review and revise data room information; prepare schedule of WEPPA calculations; review draft WEPPA schedule with A. Hutchens; discussions with re-engaged personnel on information requests; review the revised financial forecast.	9.0
<b>TOTAL – L. Benson</b>		<b>51.2 hrs.</b>
 <u><i>N. Fennema</i></u>		 <u><b>Hrs.</b></u>
Mar 17	Prepare inventory analysis for data room as requested by potential bidder; prepare inventory details for sales team; respond to inquiries from dealers regarding MSO and other inventory matters.	3.6
Mar 18	Prepare inventory analysis and revise summaries for First Report; coordinate sales of inventory; review proposed sales with sales and accounting teams; coordinate MSO details for dealers missing MSOs for paid units; review inventory status for units not yet invoiced; prepare budget vs actual cash flow reconciliation for two-weeks ended March 16.	10.7
Mar 19	Prepare budget vs actual cash flow analysis for two-weeks ended March 16; prepare inventory summary for sales team; coordinate sales of units and collection of AR with sales and accounting teams; facilitate site tour for potential bidder and meet with diligence team on inventory details; coordinate plans for return of assets for 30-day goods claimants.	12.1

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

Mar 20	Coordinate sale of units; correspond with dealers to coordinate logistics for raw chassis outstanding and not yet paid for; revise inventory summary for details received from sales and accounting teams and third parties; prepare potential sale data package for review; finalize budget vs actual cash flow analysis; coordinate return of leased equipment; assist with due diligence requests regarding inventory.	12.6
Mar 21	Coordinate return of inventory to supplier; coordinate tow trailer review and compile listing of trailer inventory; call with dealer interested in purchasing all US units and follow-up emails regarding same; revise inventory analysis for updated information; revise trailer inventory per records from third parties; coordinate raw materials inventory information for liquidators.	11.4
Mar 22	Reconcile inventory records from various parties to determine units to be released; prepare tow trailer inventory listing for data room; prepare various inventory requests for the data room; coordinate sales team regarding sales and collection of AR; discussions with dealers requesting MSOs for sold and coordinate retrieval of same.	9.1
<b>TOTAL – N. Fennema</b>		<b>59.5 hrs.</b>
<u><i>A. Singels-Ludvik</i></u>		<u><b>Hrs.</b></u>
Mar 18	Process invoices for payment, update Schedule of Receipts and Disbursements ("R&D") and internal emails related to same; prepare bank reconciliations.	2.1
Mar 20	Process invoice for payment and update R&D.	0.2
Mar 21	Internal emails regarding payments required; process invoices and payroll cheques; update R&D.	5.0
<b>TOTAL – A. Singels-Ludvik</b>		<b>7.3 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

<u>J.-L. Ip</u>	<u>Hrs.</u>
Mar 18	10.1
Attend at EHGNA's Cambridge office; manage potential bidders' accesses to data room and upload various documents; arrange for payment of invoices; prepare update deck regarding the sales process; update presentation to potential bidders; discussion with J. Dukes and revise presentation for updated operating plan; meeting with J. Stride regarding upcoming site visit and meeting with potential bidder; discussion with J. Stride regarding completion of work-in-progress; arrange for retrieval of leased equipment.	
Mar 19	11.5
Attend at EHGNA's Cambridge office; meeting with potential bidder; assist in plant tour and management presentation to potential bidder; discussion with telecommunications provider regarding account status and services required during receivership; reconcile schedule of MSOs to statements on hand; discussion with a potential bidder regarding additional due diligence items; discussions with vendors regarding invoices and arrange for payment of same; emails to respond to 30 day goods claimants; arrange for documents to be posted to the case website; preparation of schedules outlining bills of materials and related costs.	
Mar 20	10.2
Attend at EHGNA's Cambridge office; further preparation of sales process update deck; discussion with supplier regarding status of undelivered inventory; emails with potential bidders regarding sales process and coordinate site visits and meetings; discussions with vendors regarding invoice status; update documents in the data room and respond to additional due diligence requests from potential bidders; discussion with T. Grensewich regarding domain names; emails with landlords to coordinate site visits.	
Mar 21	10.5
Attend at EHGNA's Cambridge office; preparation of schedule summarizing historic warranty claims and related costs; arrange for posting of documents to the case website; upload documents to data room; discussion with Workplace Safety and Insurance Board regarding set-up of new account; preparation of document with J. Dukes summarizing work-in-process inventory; prepare draft Asset Parcel Information Package; arrange for payment of invoices; arrange for mailing of letters to tow trailer customers; discussion with potential bidders regarding additional due diligence requests; further prepare forecast model.	

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 17 to 23, 2019**

Mar 22	Attend at EHGNA's Cambridge office; discussion with customer regarding status of warranty; preparation of forecast model; emails with liquidators to solicit potential bids; provide data room access to liquidators with signed confidentiality agreements; coordinate site visits and management meetings with potential bidders; update inventory schedules; emails to respond to additional diligence requests; assist in preparation of documents for WEPP.	8.6
Mar 23	Update forecast model.	1.2
<b>TOTAL – J.-L. Ip</b>		<b>52.1 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

April 2, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #7 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period March 24 to 30, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	14.2	\$875	\$12,425.00
S. Ferguson, Managing Director	41.0	\$760	31,160.00
L. Benson, Director	55.1	\$510	28,101.00
N. Fennema, Associate	61.4	\$450	27,630.00
A. Singels-Ludvik, Associate	9.2	\$325	2,990.00
J.L. Ip, Analyst	55.8	\$325	18,135.00
	<u>236.7</u>		<u>\$120,441.00</u>
Add: Out of pocket expenses including hotel, meals, travel costs, courier and web site maintenance charges			5,687.74
			<u>\$126,128.74</u>
Add: HST @ 13%			16,352.85
<b>TOTAL INVOICE</b>			<u><b>\$142,481.59</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #7 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. (“EHGNA”) – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

<u>A. Hutchens</u>		<u>Hrs.</u>
Mar 24	Review and revise the draft notice to former employees for submission of WEPP claims (“WEPP Notice”) and accompanying Proof of Claim form and internal emails on same.	0.8
Mar 25	Review iterations of the draft WEPP Notice and internal discussions/emails on same; internal discussions and emails on open receivership items; review and finalize disbursements; internal discussions on updated versions of the draft schedule of WEPP calculations for all terminated employees; respond to and/or route creditor and other inquiries; discussions with Osler on the draft Asset Parcel Information Package (“APIP”) to be provided to liquidators; respond to and/or route creditor and other inquiries.	4.7
Mar 26	Review and revise the draft APIP incorporating comments from Osler and internal emails/emails with Osler on same; review correspondence from DS Lawyers and internal discussion on same; review correspondence from Norton Rose; internal emails on open receivership matters.	2.8
Mar 27	Internal discussions and emails on open receivership items and the outcome of today’s Court hearing; internal emails on employee matters; review and revise the draft APIP and finalize same for uploading to the liquidator data room.	2.4
Mar 28	Review the schedule of Jeep VINs and MSOs and internal emails on same; emails with Barnes & Thornburg and others regarding EHG US; review the Endorsement from yesterday’s Court hearing; review and finalize payroll and other disbursements; internal discussions and emails/emails with Osler on open receivership matters.	2.2
Mar 29	Review iterations of the draft letter prepared by Osler to the Office of the Superintendent of Bankruptcy (“OSB”) and emails with Osler and Blakes on same; review rent disbursements and internal emails on same; internal discussions and emails/emails with Osler and others on open receivership matters.	1.3
<b>TOTAL – A. Hutchens</b>		<b>14.2 hrs.</b>
<u>S. Ferguson</u>		<u>Hrs.</u>
Mar 24	Review of insurance claim documentation and comments thereon; internal update call regarding release of certain units.	1.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

Mar 25	Review of release agreement for Bustard units; call with Challenger; multiple calls with potential bidders; update on sales of units; review of NDA's; review of complaint received by the Office of the Superintendent of Bankruptcy; coordinate site visits by potential bidders; review of insurance claim and communication with broker regarding same.	6.2
Mar 26	Attend at EHGNA's offices; calls with potential bidders; on-site meeting with potential bidder; review of units available for sale; review of draft APIP; review of actual to budget cash flow reporting.	11.6
Mar 27	Attend at Court for the hearing for approval of sales process; call with Osler regarding template asset purchase agreement; review and finalize actual to budget cash flow reporting; calls with potential bidders and their legal counsel; review of revised draft APIP; communication with Corner Flag.	8.0
Mar 28	Attend at EHGNA's offices; review of draft release regarding Bustard/Listowel Ford units and call with counsel to TD and Bustard on same; meet with potential bidder; calls with potential bidders; review of documentation regarding trailer brakes; internal update on sales process; review of units for sale.	7.3
Mar 29	Attend at EHGNA's offices; review of draft letter to OSB; internal meetings regarding status of receivership items; review of release agreement with Challenger, TD, Bustards and Thor; call with [REDACTED]; discussion with T. Sandler; meeting to provide update on the sales process; calls with potential bidders.	6.4
<b>TOTAL – S. Ferguson</b>		<b>41.0 hrs.</b>

**L. Benson**

**Hrs.**

Mar 25	Attend at EHGNA's offices in Cambridge; meeting/correspondence on HST; meeting/correspondence with finance, marketing, operations teams on tasks and diligence items; correspondence with potential purchasers; calls/meetings with potential bidders; review of current workforce relative to anticipated go-forward needs; prepare non-regular week WEPP calculation and discussion with Service Canada on same; prepare WEPP letters for mailing; discuss/review mailing with HR team; review the financial forecast and internal discussions on same.	10.2
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*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

Mar 26	Attend at EHGNA's offices in Cambridge; meeting J. Ip, M. Harron and M. Weigel on business plan and financial forecast; review of key assumptions and business model; draft 3-way financial model; review of invoices/support for key assumptions and internal discussions on same; meet with potential bidders; correspondence with purchasers; prepare/compile responses to diligence requests; review WEPP mailing and discussions with HR team on same; prepare schedule of cheques for receivership personnel and discussions with A. Singels-Ludvik on same; review open employee items; discussion with Sunlife regarding benefits and other employee items; internal meetings and discussions on receivership workstreams.	14.2
Mar 27	Attend at EHGNA's offices in Cambridge; prepare financial forecast and business plan for illustrative go-forward operations; review of historical P&L and trial balance and discussions re-engaged personnel on same; prepare/compile diligence items for potential bidders; discussions with potential bidders; emails with employees/contractors on amounts owed; review WEPP mailing; review of disbursements to be made; submit employee information to Service Canada website; review WEPP calculations and discussions with A. Hutchens on same; internal meetings on diligence and sales process.	13.5
Mar 28	Attend at EHGNA's offices in Cambridge; review financial forecast and assumptions with S. Ferguson, M. Weigel and M. Harron and revise/process updates and changes to same; prepare notes to financial forecast and business plan; prepare WEPP package and review with Service Canada; correspondence with Service Canada on WEPP; correspondence with employees regarding WEPP; prepare and send disbursement requests to A. Singels-Ludvik; discussion with Osler regarding employee claims; further review of financial forecast.	10.0
Mar 29	Attend at EHGNA's offices in Cambridge; distribute cheques to employees; finalize illustrative business plan and assumptions for posting to data room; mail final WEPP package; meet with HR team on WEPP; internal meetings and discussions on receivership workstreams.	7.2
<b>TOTAL – L. Benson</b>		<b>55.1 hrs.</b>
 <u><i>N. Fennema</i></u>		 <u><b>Hrs.</b></u>
Mar 24	Revise inventory analysis for units to be released; correspond with legal counsel and others regarding release of raw chassis; prepare revised summary of units to be released.	3.8

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

Mar 25	Revise inventory analysis for further information received on units to be released; coordinate release of certain finished units; coordinate with various claimants regarding treatment of inventory on hand and inventory in transit; coordinate with RV dealers requesting MSOs for purchased units; update WIP costs to complete summary for data room; coordinate collection efforts on AR and other inventory sales.	12.3
Mar 26	Prepare inventory analysis for potential sales to be completed; meet with sales team on potential sales; reconcile inventory listings to facilitate release of purchased units; assist with inventory due diligence requests from potential bidders; coordinate release of raw chassis units and reconcile inventory listing for units to be released.	13.2
Mar 27	Reconcile inventory records for units previously held at third-party storage that have been released as a result of non-payment; coordinate parts sales with customers; prepare/compile additional diligence information for potential bidders; accompany potential bidders to third-party storage facility; prepare revised inventory summary for sales process; respond to dealers requesting MSOs.	13.7
Mar 28	Prepare/compile inventory details per requests from potential bidders; coordinate inventory and part sales with vendors; follow-up on outstanding AR balances and review AR insurance policy; coordinate AR claims procedure; coordinate liquidator site visits and discuss bids to be received; meet with vendors regarding asset retrieval requests.	9.3
Mar 29	Coordinate sales of finished units and finalize details of same; coordinate release of units from third-party storage; prepare revised inventory analysis per requests from potential bidders; prepare inventory reconciliation for chassis dealers per claim statements received; finalize units to be released to chassis dealers; discuss sales strategy and plan for remaining units; respond to dealer and creditor inquiries.	9.1
<b>TOTAL – N. Fennema</b>		<b>61.4 hrs.</b>
<b><u>A. Singels-Ludvik</u></b>		<b><u>Hrs.</u></b>
Mar 25	Internal emails on required disbursements; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D").	1.0
Mar 26	Internal emails on required disbursements and other banking matters; process invoices for payment; prepare wire transfer form and follow-up with RBC regarding same; update R&D.	0.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

Mar 27	Internal emails regarding employee expense reimbursements and other required disbursements; prepare cheques and update R&D.	2.9
Mar 28	Internal emails regarding employee payroll for last week, process payroll cheques and update R&D; internal emails on HST matters.	3.8
Mar 29	Update R&D; process HST return online for the period February 15 to February 28, 2019 and compile related backup; call to CRA regarding same.	1.0
<b>TOTAL – A. Singels-Ludvik</b>		<b>9.2 hrs.</b>

*J.-L. Ip*

**Hrs.**

Mar 25	Attend at EHGNA's Cambridge office; coordinate payment of invoices; discussions and emails with potential bidders regarding the sales process and scheduling of site visits and meetings; discussions with utility providers regarding invoices and transfer of accounts to Receiver; preparation of WEPP documents for mailing; preparation of forecast model; discussion with D. Strome regarding status of inventory held at storage facility; prepare/compile diligence items requested by potential bidders.	10.6
Mar 26	Attend at EHGNA's Cambridge office; preparation of forecast model; arrange for upload of documents to case website; meeting with potential bidder on the illustrative forecast model; discussions and emails with potential bidders regarding the sales process and scheduling of site visits and meetings; meeting with L. Benson, M. Harron, and M. Weigel on the forecast model; update equipment listing to reflect returned leased equipment.	13.5
Mar 27	Attend at EHGNA's Cambridge office; update documents in the data room and coordinate access for potential bidders; discussion with M. Harron and M. Weigel regarding assumptions in forecast model; update of forecast model; preparation and upload of APIP to virtual data room; meet with potential bidders at Cambridge and coordinate site visit; prepare/compile diligence information for potential bidders; discussions with potential bidders to finalize confidentiality agreements.	13.7

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 24 to 30, 2019**

Mar 28	Attend at EHGNA's Cambridge office; arrange for uploading documents to case website; meet with potential bidders to discuss sales process and coordinate site visits; update listing of production equipment for upload to virtual data room; discussion with D. Schmidt to arrange for safety inspections of leased premises; discussion with J. Dukes and J. Stride and preparation of proposed plant layout presentation; discussion with Service Canada regarding receivership estate details; preparation of historic order bank schedule for upload to virtual data room.	9.8
Mar 29	Attend at EHGNA's Cambridge office; emails with landlords and coordinate payment of April rents; discussion with F. McConnell regarding dealer pricing and manufacturer's suggested retail price for certain models; update and upload of forecast model to virtual data room; update notes and assumptions document relating to forecast model and upload same to virtual data room; preparation of WEPP documents for mailing; meet with potential bidder; discussions with potential bidder to coordinate site visit and meeting.	8.2
<b>TOTAL – J.-L. Ip</b>		<b>55.8 hrs.</b>



**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

April 10, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #8 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period March 31 to April 6, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	15.8	\$875	\$13,825.00
S. Ferguson, Managing Director	31.9	\$760	24,244.00
L. Benson, Director	35.7	\$510	18,207.00
N. Fennema, Associate	54.2	\$450	24,390.00
A. Singels-Ludvik, Associate	14.3	\$325	4,647.50
J.L. Ip, Analyst	42.0	\$325	13,650.00
	<u>193.9</u>		<u>\$98,963.50</u>
Add out of pocket expenses including telephone and courier charges			<u>169.83</u>
			<u>\$99,133.33</u>
Add: HST @ 13%			<u>12,887.33</u>
<b>TOTAL INVOICE</b>			<u><b>\$112,020.66</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #8 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 31 to April 6, 2019**

<u><i>A. Hutchens</i></u>		<u><b>Hrs.</b></u>
Apr 1	Internal discussions and emails/emails with Osler on open receivership matters; preliminary preparation of the draft Second Report to Court of the Receiver ("Second Report").	3.3
Apr 2	Review the security opinion prepared by Osler; respond to and/or route inquiries from creditors and others; review correspondence received from DS Lawyers; internal discussions and emails/emails with Osler on open receivership matters; emails with Barnes & Thornburg and others on EHG US; review and finalize disbursements.	3.0
Apr 3	Internal discussions and emails on bids received in the sales process and review certain of the bids; review and finalize disbursements; review and revise the draft Preliminary Bid Summary deck.	3.5
Apr 4	Internal teleconference/meeting to discuss aspects of the bids and approach to analyzing them on a comparative basis; review and finalize payroll and other disbursements; review the revised draft Preliminary Bid Summary deck; prepare the draft Second Report; teleconference with Barnes & Thornburg and Osler on modified Jeep inventory and subsequent discussion with Osler on same.	4.4
Apr 5	Internal meeting and teleconference with Osler on the Preliminary Bid Summary deck and next steps in the sales process; review the draft letter to DS Lawyers and emails with Osler on same; review estimated timeline to conclude sales process transactions.	1.6
<b>TOTAL – A. Hutchens</b>		<b>15.8 hrs.</b>
<u><i>S. Ferguson</i></u>		<u><b>Hrs.</b></u>
Mar 31	Call with potential bidder; review of intellectual property issues.	0.5
Apr 1	Review of draft asset purchase agreement with Osler; review of actual to budget; internal call regarding storage costs; call with Challenger regarding same; review of Bustard release document; calls with potential bidders; update communication to purchasers.	4.6
Apr 2	Review of draft asset purchase agreement with Osler; review of actual to budget; internal call regarding storage costs; call with Challenger regarding same; review of final Bustard release document; calls with potential bidders; update communication to purchasers.	5.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 31 to April 6, 2019**

Apr 3	Calls with potential bidders; review of LOI's received; call with Corner Flag regarding same; review of correspondence in respect of 30-day good claims; call with Osler and Blakes regarding inquiries from unsecured creditors; review of budget to actual cash flow reporting; internal call regarding units to be sold.	10.9
Apr 4	Preparation of bid summary; follow-up communications with bidders; review of communication to 30 days goods claimants; calls with suppliers; review of communication to suppliers.	6.1
Apr 5	Call with Corner Flag regarding summary of bids received; calls with bidders; internal meeting regarding cash flow and timeline; call with potential auction services provider; review of invoices for payment; review of communication to counsel to certain unsecured creditors.	4.8
<b>TOTAL – S. Ferguson</b>		<b>31.9 hrs.</b>

**L. Benson**

**Hrs.**

April 1	Attend at EHGNA's offices in Cambridge; meeting/correspondence on HST refund claims; correspondence on diligence related items; correspondence with potential bidders; discussions with Service Canada on WEPP; employee correspondence/assistance on WEPP; prepare letters for mailing; discuss/review mailing with employees; follow-up on other employee matters and internal meetings on same.	6.4
April 2	Attend at EHGNA's offices in Cambridge; correspondence with employees on a number of matters; review of specific employee items; discussion with Sunlife regarding benefits; review of employee proofs of claim; finalize expense reimbursement payments; reconciliation of source deduction payments; internal meetings and discussions with team on sales process.	6.5
April 3	Attend at EHGNA's offices in Cambridge; correspondence with employees on WEPP items; draft additional WEPP notices; discuss diligence items and internal meetings on the same; discussions with re-engaged employees on tasks; review status of HST returns; review of payments to be made for operating expenses; review of cash flow forecast and notes; reconcile budget to actual cash flow results; review of bids; quantification of bids and remaining assets; review of raw material inventory tied to BOMs; review of liquidation bids; internal team meetings/discussions on bids received.	11.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 31 to April 6, 2019**

April 4	Attend at EHGNA's offices in Cambridge; summarize/discuss bids and next steps; review/prepare diligence items as outlined in LOIs; coordinate cheques for operating expense payments; correspondence on tax returns and stub-period filings; prepare further WEPP packages; review and discuss WEPP TIFs with Service Canada; correspondence with Service Canada regarding WEPP TIFs; correspondence with employees on WEPP; discussion with Osler on employee claims; internal team meetings on open workstreams.	7.1
April 5	Attend at EHGNA's offices in Cambridge; distribute payroll to employees; finalize TIF packages for WEPP; review Roadtrek raw material inventory; correspondence with CRA on HST refund and claim; correspondence with CRA on source deductions; reconciliation of amounts owing and deposited; prepare cheques for deposit; internal meetings and discussions on open items.	4.5
<b>TOTAL – L. Benson</b>		<b>35.7 hrs.</b>
<u><i>N. Fennema</i></u>		<u><b>Hrs.</b></u>
Mar 31	Respond to information requests from potential bidders; revise inventory analysis for amounts received from accounting team; prepare sales invoices for units to be sold; respond to questions from dealers and creditors.	2.3
Apr 1	Review units to be released details and coordinate retrieval of 194 units by chassis dealer; coordinate payments for units to be removed from storage; coordinate payment of invoices for services provided in March; coordinate sales of units on hand; revise inventory summary for WIP units; prepare revised invoices for dealers; negotiate and coordinate sale of further units with dealers.	10.7
Apr 2	Coordinate site visits by liquidators; coordinate retrieval of units and corresponding documentation by chassis dealers; coordinate sales of inventory and collection of AR with accounting and sales teams; coordinate AR insurance claim procedures with accounting team; prepare inventory analysis for units to be sold and units with updated information; coordinate MSO returns to unit owners; coordinate bid process with liquidators.	9.1



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 31 to April 6, 2019**

Apr 3	Coordinate inventory sale with dealer; discuss AR treatment dealers and reconcile amounts outstanding; status update call with A&M team; reconcile AR balances with accounting staff; coordinate/resolve MSO issues; coordinate retrieval of raw chassis, keys and manuals with chassis dealers; review submissions from multiple parties regarding units for sale; review and approve multiple inventory parts sales; prepare updated budget vs actual cash flow reporting; prepare summary of inventory and reconciliation of AR and AP balances for analysis of bids.	12.7
Apr 4	Prepare inventory analysis to compare bids received; review EDC insurance claim and discuss with EDC representative; coordinate plan to recover proceeds through EDC insurance claims to sales and accounting teams; prepare reconciliation of AR and AP for EDC claim and forward to claims administrator; review submissions from dealers and advise sales team on next steps; facilitate parts inventory sales.	9.6
Apr 5	Coordinate sales of units with dealers; coordinate reconciliation of AR with accounting team and dealers; coordinate retrieval of units from storage; arrange for payments of amounts outstanding; calls with A&M team and legal counsel regarding next steps and timeline regarding possible scenarios; prepare cash flow forecasts under alternate scenarios.	9.8
<b>TOTAL – N. Fennema</b>		<b>54.2 hrs.</b>

*A. Singels-Ludvik*

		<u>Hrs.</u>
Apr 1	Internal emails on disbursements; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for March month end.	4.9
Apr 2	Internal emails on banking matters.	0.5
Apr 3	Internal emails on disbursements and other banking matters; process invoices for payment; prepare wire transfer forms and follow-up with RBC regarding same; update R&D.	1.1
Apr 4	Internal emails regarding payroll for last week and process payroll cheques; internal emails on disbursements; process invoices for payment and update R&D; internal emails regarding incoming deposit receipts and calls to RBC to confirm same.	4.9

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – March 31 to April 6, 2019**

Apr 5	Internal emails on disbursements and other banking matters; process invoices for payment; several calls to RBC to confirm incoming receipts and emails regarding same; review support sent from RBC; update R&D.	2.9
<b>TOTAL – A. Singels-Ludvik</b>		<b>14.3 hrs.</b>
<b><u>J.-L. Ip</u></b>		<b><u>Hrs.</u></b>
Apr 1	Attend at EHGNA's Cambridge office; discussion with D. Schmidt regarding manufacturing equipment; upload documents to virtual data room; discussions with potential bidders regarding sales process; discussion with D. Strome regarding location and value of certain inventory; update schedule of EHGNA equipment; update schedule of vehicles and upload of same to virtual data room; arrange for payment of invoices; discussion with potential bidders to coordinate site visits/meetings.	7.2
Apr 2	Attend at EHGNA's Cambridge office; emails and discussions with potential bidders; discussion with T. Watson regarding WEPP documents; respond to due diligence requests from potential bidders; upload of various documents to virtual data room; discussion and emails with vendor to arrange for payment and retrieval of goods.	7.5
Apr 3	Discussions and emails with potential bidders; coordinate payment of invoices; preparation of schedule to summarize utilities expenses; review bids submitted in the sales process and prepare schedule to summarize same; quantify and compare total bid values; deck to summarize and compare bids received.	11.6
Apr 4	Update schedule quantifying and comparing total bid values; update deck summarizing bids; review bank transaction history to reconcile and confirm bid deposits; review employee proofs of claim; update and upload documents to case website.	8.2
Apr 5	Discussion with S. Ferguson and bidder on bid received; coordinate payment of invoices; review of bids and discussions with A&M team regarding same; prepare timeline and calendar of key dates to assist in bids review; discussions with bidders regarding sales process timeline.	7.5
<b>TOTAL – J.-L. Ip</b>		<b>42.0 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

April 17, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #9 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period April 7 to 13, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	10.8	\$875	\$9,450.00
S. Ferguson, Managing Director	30.0	\$760	22,800.00
L. Benson, Director	34.7	\$510	17,697.00
N. Fennema, Associate	58.8	\$450	26,460.00
A. Singels-Ludvik, Associate	11.0	\$325	3,575.00
J.L. Ip, Analyst	37.2	\$325	12,090.00
	<u>182.5</u>		<u>\$92,072.00</u>
Add out of pocket expenses including travel, telephone and courier charges			<u>2,679.75</u>
			\$94,751.75
Add: HST @ 13%			<u>12,317.73</u>
<b>TOTAL INVOICE</b>			<u><b>\$107,069.48</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
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 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #9 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 7 to 13, 2019**

<u><i>A. Hutchens</i></u>		<u>Hrs.</u>
Apr 7	Teleconference with Osler on next steps in the sales process and related matters.	0.5
Apr 8	Prepare for and attend teleconference with Corner Flag, Blakes and Osler regarding bids received in the sales process; respond to and/or route creditor and other inquiries; emails with Osler on open matters; emails with Blakes and Osler on funding provided to EHG US; emails with Barnes & Thornburg ("B&T")/internal emails on Jeep MSOs; review the revised draft letter to DS Lawyers.	3.4
Apr 9	Internal emails/emails with B&T on Jeep MSOs; discussion with a liquidator; internal emails/emails with Osler on open receivership items.	0.7
Apr 10	Internal discussions and emails on open receivership items; review and finalize disbursements; discussion with Osler on funding provided to EHG US.	1.0
Apr 11	Teleconference with Corner Flag, Blakes and Osler on the status of the sales process and related matters; internal discussions and emails on open receivership items; review and finalize payroll and other disbursements; emails with Blakes on funding provided to EHG US; review correspondence from CRA regarding a pending reassessment of HST and emails with Osler on same; review the draft security priorities memorandum prepared by Osler.	3.6
Apr 12	Internal emails/discussion on funding provided to EHG US and emails with Blakes on same; internal discussions and emails on open receivership items; discussion with B&T on EHG US and related emails.	1.6
<b>TOTAL – A. Hutchens</b>		<b>10.8 hrs.</b>
<u><i>S. Ferguson</i></u>		<u>Hrs.</u>
Apr 7	Review of proposed timeline for sale process and related Court hearings; review of various cash flow scenarios; preparation of timeline summary and teleconference with Osler on same; call with Blakes.	3.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 7 to 13, 2019**

Apr 8	Review of revised timeline summary; call with Corner Flag, Blakes and Osler regarding bids received in the sales process; call with Chubb regarding insurance claim; review of information received from bidders; call with Challenger regarding additional inventory; call with Osler regarding Letter of Intent ("LOI") review; calls with various creditors.	6.9
Apr 9	Review of revised draft cash flow forecast; internal call regarding invoices to be paid and review of payments; calls with potential bidders; meeting with Osler regarding LOIs received and mark-up of same; meeting with [REDACTED]	5.5
Apr 10	Review of invoices for payment; call with Osler regarding LOI and subsequent call with Corner Flag on same; review of preliminary HST analysis; review of budget versus actual cash flow results for prior week.	3.7
Apr 11	Attend at EHGNA's offices; review and comment of further draft of LOI; call with Corner Flag; call with counsel to Rapido; review of revised actual to budget cash flow reporting; multiple calls with Osler and Blakes; update of cash flow forecast.	8.0
Apr 12	Finalize Rapido LOI and execute same; call with Corner Flag; call with Rapido; call with Osler; communications with unsuccessful bidders; call with Rapido; call with EHGNA team.	2.7
<b>TOTAL – S. Ferguson</b>		<b>30.0 hrs.</b>

**L. Benson**

**Hrs.**

Apr 8	Attend at EHGNA's offices in Cambridge; meeting/correspondence on HST refund claims; meeting/correspondence on diligence related items; correspondence with potential purchasers; discussions with Service Canada on WEPP; employee correspondence/assistance on WEPP; prepare WEPP letters for mailing; discuss/review mailing with staff; follow-up on other employee matters and meetings on same.	6.5
Apr 9	Attend at EHGNA's offices in Cambridge; correspondence with employees on a number of matters; discussion with Sunlife on benefits; negotiate settlements with employees; review of employee Proofs of Claim ("POCs"); finalize expense reimbursement payments; reconciliation of source deduction payments; internal meetings and discussions regarding sales process.	7.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 7 to 13, 2019**

Apr 10	Attend at EHGNA's offices in Cambridge; correspondence with employees on WEPP; draft additional WEPP notices; discuss diligence items and internal meetings on same; discussions re-engaged personnel on workstreams; review status of HST returns; review of payments to be made for operating expenses; analysis of remaining assets relative to bids received; review of raw material inventory tied to BOMs; review of liquidation bids.	9.0
Apr 11	Attend at EHGNA's offices in Cambridge; summarize/discuss certain bid outcomes and next steps; review/prepare diligence items itemized in LOIs; correspondence regarding tax returns and required filings; prepare WEPP package; review and discuss WEPP TIFs with Service Canada; correspondence with Service Canada regarding WEPP TIFs; correspondence with employees on WEPP; discussion with Osler regarding certain employee claims.	7.2
Apr 12	Attend at EHGNA's offices in Cambridge; distribute payroll to employees; finalize TIF packages for WEPP; review raw material inventory specific to Roadtrek; correspondence with CRA on HST refund and claim; correspondence with CRA on source deductions and related reconciliations; prepare cheques for deposit; internal meetings and discussions on open receivership items.	4.5
<b>TOTAL – L. Benson</b>		<b>34.7 hrs.</b>
 <u><i>N. Fennema</i></u>		 <b><u>Hrs.</u></b>
Apr 07	Prepare revised cash flow analysis and updated and extended cash flow forecast under various scenarios; team call regarding cash flow forecast and various scenarios; prepare draft deck outlining various scenarios and forecast cash flows under each.	7.1
Apr 08	Discuss and revise cash flow presentation with A&M team; coordinate finished unit and other inventory sales; coordinate retrieval of sold units and documentation exchange regarding same; prepare budget vs actual cash flow analysis for prior week; coordinate disbursements.	12.1
Apr 09	Revise forecast cash flows under various scenarios and update related deck; review finished unit bids received to-date and advise on next steps; coordinate collection of AR and contact customers with balances owing; coordinate retrieval of units sold to customers; coordinate disbursements for certain chassis payments; update cash flow results for prior week.	9.1

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 7 to 13, 2019**

Apr 10	Further revise the updated and extended cash flow forecast; prepare revised analysis of RV inventory based on bids received to-date; revise AR with accounting team and prepare summary of updated bid prices; coordinate retrieval of units from third-party storage; coordinate payment of various operating costs; negotiate settlement agreements with suppliers and customers; finalize budget vs actual cash flow reporting for prior week; revise cash flow forecast for updates received and prepare deck on same.	12.3
Apr 11	Revise cash flow forecast; prepare trailer inventory summary to assist in sales efforts; coordinate sales of trailers and collection of AR; prepare summary of cash flow changes; coordinate reconciliation of rent amounts outstanding and deposits paid; coordinate inventory consolidation between facilities; coordinate sales of units to RV dealers.	11.4
Apr 12	Review sales bids; coordinate collection of AR with various dealers; coordinate retrieval of units sold to dealers and other financiers; prepare revised inventory analysis for review by A&M team; coordinate security and other matters regarding leased premises and related site visits; meeting with team to announce Rapido LOI; negotiate with dealers regarding unpaid units held on their lots.	6.8
<b>TOTAL – N. Fennema</b>		<b>58.8 hrs.</b>
<u><i>A. Singels-Ludvik</i></u>		<u><b>Hrs.</b></u>
Apr 9	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for the prior week.	4.0
Apr 10	Internal emails on disbursements and payroll for last week; prepare payroll cheques; process invoices for payment; prepare wire transfer forms and follow-up with RBC regarding same; update R&D.	3.5
Apr 11	Process payroll cheques; internal emails on disbursements; process invoices for payment and update R&D; internal emails regarding incoming bid deposits and calls to RBC to confirm same.	3.0
Apr 12	Internal emails on disbursements; process invoices for payment; update R&D.	0.5
<b>TOTAL – A. Singels-Ludvik</b>		<b>11.0 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 7 to 13, 2019**

<u>J.-L. Ip</u>	<u>Hrs.</u>
Apr 8 Attend at EHGNA's Cambridge office; coordinate payment of utilities; discussion with a landlord regarding sales process timeline; review of employee Proofs of Claim ("POCs"); arrange for upload of documents to Receiver's website; discussions and emails bidders regarding sales process timeline and bids review; discussions to coordinate retrieval of leased equipment; coordinate delivery of Wage Earner Protection Program documents to Service Canada.	7.0
Apr 9 Attend at EHGNA's Cambridge office; discussions and emails with bidders regarding sales process; review of employee POCs; discussion with D. Schmidt regarding inspection of fire safety equipment and to arrange for realtor site visit; discussion with K. Torcoletti regarding promotional materials; review insurance and ownership documentation for vehicles owned by EHGNA.	7.8
Apr 10 Attend at EHGNA's Cambridge office; discussions and emails with bidders regarding sales process and bids review; review of employee POCs and discussions with N. Talty and T. Watson to contact certain past employees regarding POC submissions; discussions with certain utility providers to transfer accounts from Receiver to landlord; preparation of schedule to compare liquidation bids; preparation of schedule to compare certain asset bids; review and project recurring expenses.	10.3
Apr 11 Attend at EHGNA's Cambridge office; review employee POCs; update bidders regarding bids review; coordinate payment of storage invoices; discussions with T. Grensewich regarding IT expenses; prepare schedule of prepaid expenses; discussions with vendors regarding inventory stored at third-party locations.	7.5
Apr 12 Discussions with vendors regarding accounts set-up for future invoices; review of employee POCs; update data room accesses and settings; email interested parties regarding results of bids review and anticipated timeline; discussions with EHGNA team regarding Rapido LOI and related matters.	4.6
<b>TOTAL – J.-L. Ip</b>	<b>37.2 hrs.</b>





**Alvarez & Marsal Canada Inc.**  
**Licensed Insolvency Trustees**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

April 23, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #10 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period April 14 to 20, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	9.2	\$875	\$8,050.00
S. Ferguson, Managing Director	21.8	\$760	16,568.00
L. Benson, Director	20.1	\$510	10,251.00
N. Fennema, Associate	37.7	\$450	16,965.00
A. Singels-Ludvik, Associate	6.7	\$325	2,177.50
J.L. Ip, Analyst	21.3	\$325	6,922.50
	<u>116.8</u>		<u>\$60,934.00</u>
Add out of pocket expenses including travel, telephone and courier charges			<u>4,731.59</u>
			\$65,665.59
Add: HST @ 13%			<u>8,536.53</u>
<b>TOTAL INVOICE</b>			<u><b>\$74,202.12</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #10 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 14 to 20, 2019**

<u><i>A. Hutchens</i></u>		<u>Hrs.</u>
Apr 15	Teleconference with Osler and Corner Flag regarding EHG US and subsequent teleconference with Blakes and Osler on same; internal discussions and emails on open receivership items; review and finalize disbursements.	1.7
Apr 16	Review the updated workstreams schedule maintained by Osler and teleconference with Osler on same; internal discussions and emails/emails with Osler on open receivership items; attend at Osler's offices for meeting with Blakes and Osler on EHG US; review and finalize payroll and other disbursements; review the draft updated and extended cash flow forecast and internal emails on same.	5.8
Apr 17	Emails with Blakes and Osler on open receivership items; respond to and/or route creditor and other inquiries.	0.7
Apr 18	Internal discussions and emails/emails with Osler on open receivership items; respond to and/or route creditor and other inquiries.	1.0
<b>TOTAL – A. Hutchens</b>		<b>9.2 hrs.</b>
<u><i>S. Ferguson</i></u>		<u>Hrs.</u>
Apr 15	Communication with advisors to Rapido; review of press release; attend to return of deposits in the sale process; internal call regarding plan for week; discussion regarding return of units.	3.5
Apr 16	Attend at EHGNA's offices; review of budget to actual cash flow results and update forecast; meet with staff; review of unit sales plan; call with Thor; review of short-term cash requirements; internal call regarding potential financing options for purchaser; communication with Rapido regarding diligence request; review of workstream update and call with A&M and Osler teams regarding same.	9.0
Apr 17	Communication with Rapido regarding due diligence and call with BDO regarding same; review of Olathe release and communication regarding release of units; communications with liquidators regarding unit sales; review of bids submitted for units.	4.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 14 to 20, 2019**

Apr 18	Call with Osler regarding APA; call with Rapido; call with staff regarding process for next week; communications with chassis suppliers; review of inventory analysis; calls with inventory bidders; addressing Mercedes US power of attorney matters.	5.1
<b>TOTAL – S. Ferguson</b>		<b>21.8 hrs.</b>

**L. Benson**

**Hrs.**

Apr 15	Attend at EHGNA's offices in Cambridge; detailed review of monthly HST returns; WEPP discussions and review; retained employee review; meetings with department heads regarding workstreams; correspondence with Sunlife regarding benefits; review of disbursements and discussions on the same; correspondence with potential purchasers; discussions with Service Canada on WEPP; employee correspondence/assistance on WEPP; discuss/review mailing with employees; follow-up on other employee matters.	6.5
Apr 16	Call with Osler regarding outstanding items and status update; review of specific employee items; review and acceptance of employee proofs of claim; internal meetings and discussions on open receivership items.	4.1
Apr 17	Attend at EHGNA's offices in Cambridge; correspondence with employees regarding WEPP; review payroll; discuss tasks and office wind-up with staff; review of disbursements to be made; internal meetings and discussions on open receivership items.	4.5
Apr 18	WEPP correspondence and review; discussion with Service Canada regarding specific employees; internal meetings and discussions on open receivership items; preparation for purchaser diligence; contractor payment discussions.	5.0
<b>TOTAL – L. Benson</b>		<b>20.1 hrs.</b>

**N. Fennema**

**Hrs.**

Apr 14	Respond to creditor inquiries; coordinate RV sales with dealers and third-party storage providers.	1.8
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*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 14 to 20, 2019**

Apr 15	Prepare revised cash flow forecast for seven-week period ending June 1; prepare budget vs actual cash flow analysis for week ended April 13; coordinate sales of RV and trailer units; coordinate release of RV and trailer units from third-party storage locations; coordinate payment for and delivery of inventory required to complete certain WIP units.	8.8
Apr 16	Revise the cash flow forecast for the period ending June 1; finalize budget vs. actual analysis for week ended April 13; coordinate sales of RV and trailer units; coordinate release of RV and trailer units from third-party storage locations; prepare listing of units to be sold through liquidators; revise inventory summary for further information received from third-party storage facilities and sales team; coordinate transfer of MSOs for units paid for.	9.5
Apr 17	Revise inventory analysis for additional information received; coordinate security staffing for the week, cleaning service invoicing, and staff scheduling for next week; coordinate collection of AR and negotiate settlements on outstanding balances; prepare inventory summary for legal counsel; prepare inventory summary for potential bidders.	6.7
Apr 18	Revise inventory analysis and AR/AP balances based on information received from third parties; prepare summary of inventory on hand based on revised amounts; coordinate payment of operating amounts due; coordinate logistics regarding units to be prepared for sale and units to be collected; coordinate completion of WIP units with minimal work required to complete.	8.6
Apr 19	Respond to bids and questions from dealers; respond to emails from legal counsel and staff regarding sale of units and inventory status.	2.3
<b>TOTAL – N. Fennema</b>		<b>37.7 hrs.</b>
 <b><u>A. Singels-Ludvik</u></b>		 <b><u>Hrs.</u></b>
Apr 15	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for the prior week.	1.8
Apr 16	Internal emails on disbursements and payroll for last week; prepare payroll cheques; process invoices for payment; prepare wire transfer forms and follow-up with RBC regarding same; update R&D.	3.9

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 14 to 20, 2019**

Apr 18	Internal emails on disbursements and other banking matters; process invoices for payment and update R&D.	1.0
<b>TOTAL – A. Singels-Ludvik</b>		<b>6.7 hrs.</b>
<b><u>J.-L. Ip</u></b>		<b><u>Hrs.</u></b>
Apr 15	Attend at EHGNA's Cambridge office; discussion with interested parties regarding sales process bidding results and sales process timeline; coordinate payment of invoices; discussions with telecommunications and utility providers regarding account status and invoices; discussion with D. Schmidt regarding fire safety equipment inspection results and emails with landlord on same; arrange for upload of document to Receiver's website; review of employee proofs of claim; manage virtual data room access.	7.5
Apr 16	Attend at EHGNA's Cambridge office; discussion with landlord regarding sales process bidding results and sales process timeline; emails with utility provider to verify certain invoices; coordinate return of bid deposits; discussions with M. Weigel and M. Harron regarding additional due diligence items; discussion with T. Grensewich regarding invoices and arrange for payment of same; review of employee proofs of claim; discussions with employees regarding proofs of claim process and documentation.	7.8
Apr 17	Review of employee proofs of claim; discussions with employees regarding proofs of claim process and documentation; update schedule of prepaid expenses; discussions and emails with vendors.	2.4
Apr 18	Review of employee proofs of claim; discussions with employees regarding proofs of claim process and documentation; discussions and emails with landlord and D. Schmidt to arrange for site visit; arrange for upload of documents to Receiver's website.	3.6
<b>TOTAL – J.-L. Ip</b>		<b>21.3 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

April 29, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #11 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period April 21 to 27, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	11.2	\$875	\$9,800.00
S. Ferguson, Managing Director	35.5	\$760	26,980.00
L. Benson, Director	45.4	\$510	23,154.00
N. Fennema, Associate	47.7	\$450	21,465.00
A. Singels-Ludvik, Associate	9.8	\$325	3,185.00
J.L. Ip, Analyst	41.0	\$325	13,325.00
	<u>190.6</u>		<u>\$97,909.00</u>
Add out of pocket expenses including travel, telephone and courier charges			<u>2,542.41</u>
			\$100,451.41
Add: HST @ 13% *			<u>12,912.41</u>
<b>TOTAL INVOICE</b>			<b><u>\$113,363.82</u></b>

*\*Excludes HST exempt out of pocket expenses*

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #11 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 21 to 27, 2019**

<u>A. Hutchens</u>		<u>Hrs.</u>
Apr 22	Internal discussions and emails/emails with Osler on open receivership items; review comments on and certain sections of the revised draft Rapido APA.	1.6
Apr 23	Internal discussions and emails/emails with Osler on open receivership items.	0.8
Apr 24	Review the revised draft Rapido APA; review cash flow forecast scenarios and related information for EHG US and emails with Osler on same.	3.3
Apr 25	Review and finalize payroll and other disbursements; internal discussions and emails/emails with Osler on open receivership items.	1.5
Apr 26	Prepare for and attend teleconference with Osler on EHG US; email to Blakes regarding EHG US; teleconference with Osler on potential Roadtrek recall matter and related emails; internal discussions and emails on open receivership items; review comments on and certain sections of the further revised draft Rapido APA incorporating comments from Blakes.	4.0
<b>TOTAL – A. Hutchens</b>		<b>11.2 hrs.</b>
<u>S. Ferguson</u>		<u>Hrs.</u>
Apr 22	Attend at EHGNA's offices; review of draft APA; calls with creditors; call with Thor; internal team discussion regarding taxes and inventory sale; call with Osler regarding Mercedes, Bank of the West and APA; meeting with Rapido; communication with BDO.	8.8
Apr 23	Attend at EHGNA's offices; meeting with BDO regarding diligence procedures; lengthy meetings with Rapido; meeting with key chassis supplier; call with Challenger; review of inventory count results and BDO procedures; call with Osler regarding draft APA; call with Bank of West and counsel.	9.0
Apr 24	Attend at EHGNA's offices; review of marked-up APA; meeting with Rapido regarding diligence; call with Osler; meeting with operations team regarding inventory count; review of invoices for payment.	4.6

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 21 to 27, 2019**

Apr 25	Attend at EHGNA's offices; further meetings with Rapido; update regarding APA status; review of inventory count procedures and update; discussion with BDO regarding outstanding matters; review of issues with respect to second row seats; call with T. Sandler regarding same; internal meeting regarding inventory counts; discussion regarding usable inventory; discussion regarding warranty provision.	9.2
Apr 26	Call with Osler regarding Mercedes; review of Mercedes release for three units; call with L. Benson regarding inventory count; call with staff regarding recall procedures; review of cash receipts and invoices for payment.	3.9
<b>TOTAL – S. Ferguson</b>		<b>35.5 hrs.</b>

*L. Benson*

**Hrs.**

Apr 22	Attend at EHGNA's offices in Cambridge; meetings and correspondence with Rapido; assistance with diligence; discussions with Service Canada on WEPP; review of warranty related matters; review and closing of bank accounts; reconcile cash balances and budget to actuals; follow-up on employee matters; internal meetings on same.	9.0
Apr 23	Attend at EHGNA's offices in Cambridge; meetings with BDO and Rapido on diligence; follow-up on WEPP items; other employee related correspondence and payments; assistance with diligence and meetings on same; review and acceptance of employee proofs of claim.	9.2
Apr 24	Attend at EHGNA's offices in Cambridge; assistance with diligence items; budget to actuals; review of employee listing and tasks; discussion with CRA regarding audits; review and prepare employee payroll; prepare inventory count reports and counts by location and internal meetings on same; review of payments to be made for general expenses; meetings and correspondence with BDO team.	10.0
Apr 25	Attend at EHGNA's offices in Cambridge; meet with management team to organize test counts; counted inventory at Tyler location; reconciled books to actuals; prepared count by location; internal meetings and discussions on inventory; assistance with diligence; employee related items.	10.2



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 21 to 27, 2019**

Apr 26	Attend at EHGNA's offices in Cambridge; count inventory at Tyler location; reconcile/manage test counts at all locations; prepare file by location for BDO team; assist with diligence; employee related matters; internal meetings.	7.0
<b>TOTAL – L. Benson</b>		<b>45.4 hrs.</b>

**N. Fennema**

**Hrs.**

Apr 22	Prepare invoices for units to be sold and units in AR to be resold; communicate with dealers interested in units available for sale; prepare inventory analysis for dealers to review; coordinate sale of units from dealer locations; coordinate sales of non-RV units including trailers, delivery tow cars and Icelander units; respond to creditor claims regarding inventory on hand.	9.1
Apr 23	Prepare invoices for units to be sold and units in AR to be resold; coordinate retrieval of units paid for by dealers; coordinate payment for chassis requested to facilitate sales; meet with chassis dealers regarding payment for chassis; prepare inventory summaries for dealers and third-party storage providers for their confirmation; assist with due diligence relating to RV inventory.	7.8
Apr 24	Prepare inventory summary for third-party storage provider and due diligence request; assist with inventory test count process; coordinate sale agreements with dealers; coordinate collection of AR and transfers of appropriate MSO and NVIS; prepare invoices for dealer asset purchases; coordinate chassis dealer payments to be made for release of NVIS and MSO; prepare budget versus actual cash flow reporting for the week ended April 20.	11.3
Apr 25	Prepare inventory analysis per diligence requests; prepare invoices for units to be sold as well as units in AR to be collected; coordinate inventory counts for raw materials inventory; coordinate sales and logistics with various RV dealers, including meetings with potential buyers; review and analyze potential safety issue with respect to seats in certain RV units including potential recall costs and implications; prepare purchase price allocation outline for inventory units for potential buyers.	11.4
Apr 26	Coordinate test counts with team; discuss seat safety issue with team; coordinate quote collection for movement of large equipment at 25 Reuter Drive; count inventory with team at 100 Shirley Avenue and 400 Southgate Drive; prepare inventory summary for potential buyers and chassis dealers; prepare invoices for units to be sold and AR collections.	8.1

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 21 to 27, 2019**

**TOTAL – N. Fennema** **47.7 hrs.**

**A. Singels-Ludvik**

**Hrs.**

Apr 23	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for the prior week.	1.9
Apr 24	Internal emails on disbursements and payroll for last week; prepare payroll cheques; process invoices for payment; prepare wire transfer forms and follow-up with RBC regarding same; update R&D.	3.5
Apr 25	Internal emails on disbursements and other banking matters; process invoices for payment and update R&D; continue with bank reconciliations for the prior week.	4.4

**TOTAL – A. Singels-Ludvik** **9.8 hrs.**

**J.-L. Ip**

**Hrs.**

Apr 22	Attend at EHGNA's Cambridge office; review employee proofs of claim; discussion with D. Schmidt regarding equipment inspection and site visit results; discussion with landlord regarding site visit and prepare certain documentation for landlord; prepare, review and format various additional diligence items; prepare WEPP documents; arrange for upload of document to Receiver's website.	6.2
Apr 23	Attend at EHGNA's Cambridge office; arrange for WEPP documents to be provided to Service Canada; prepare, review and format additional diligence items; review employee proofs of claim; arrange for payment of invoices from telecommunications and IT providers; prepare schedule of inventory by location; upload additional diligence items to virtual data room.	7.3
Apr 24	Attend at EHGNA's Cambridge office; discussion with landlord regarding status of sales process and expected timeline; preparation of inventory count documents; emails with interested party regarding purchase of equipment and inventory; discussion and emails with vendors regarding receivership process; discussions with T. Grensewich regarding telecommunications provider's services; review of employee proofs of claim; discussions with vendors and past EHGNA employees; discussion with D. Schmidt to arrange for site visit and inventory count.	9.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 21 to 27, 2019**

Apr 25	Attend at EHGNA's Cambridge office; discussions regarding inventory at each location; oversee and supervise inventory test counts and sampling; reconcile schedule of inventory by location based on results of test counts; discussions with BDO regarding warranty data and financial forecast; discussions with A&M team and D. Strome regarding inventory schedule and update of same.	10.2
Apr 26	Attend at EHGNA's Cambridge office; discussions with team regarding inventory at each location; oversee and supervise inventory test counts; reconcile schedule of inventory by location; discussions with T. Watson regarding employee proofs of Claim and expense reimbursements; discussion with C. Deakins regarding sale of parts to interested party; discussions with D. Strome regarding inventory schedule and update of same.	7.8
<b>TOTAL – J.-L. Ip</b>		<b>41.0 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

May 7, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #12 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period April 28 to May 4, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	9.9	\$875	\$8,662.50
S. Ferguson, Managing Director	30.5	\$760	23,180.00
L. Benson, Director	35.7	\$510	18,207.00
N. Fennema, Associate	40.2	\$450	18,090.00
A. Singels-Ludvik, Associate	11.6	\$325	3,770.00
J.L. Ip, Analyst	34.7	\$325	11,277.50
	<u>162.6</u>		<u>\$83,187.00</u>
Add out of pocket expenses including telephone and postage charges.			83.17
			<u>\$83,270.17</u>
Add: HST @ 13%			10,825.12
<b>TOTAL INVOICE</b>			<u><b>\$94,095.29</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #12 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 28 to May 4, 2019**

<u>A. Hutchens</u>		<u>Hrs.</u>
Apr 29	Internal discussions and emails/emails with Osler on open receivership items; review the draft letter prepared by Osler in response to correspondence from Norton Rose; discussion with Osler regarding EHG US.	2.0
Apr 30	Review and finalize rent and other beginning of month disbursements; internal discussions and emails on open receivership items; teleconference with Osler on an open matter; review materials regarding potential recall matter.	2.3
May 1	Review and finalize payroll and other disbursements; internal discussions and emails on open receivership items.	0.7
May 2	Teleconference with Corner Flag, Blakes and Osler for update on sales process and related matters; internal discussions and emails/emails with EHGNA accounting personnel on EHG US and intercompany account activity for Jeeps, timing/evidence of payment, etc. and review of related supporting files - prepare background/accounting email to Osler; teleconference with Osler on EHG US; teleconference with Osler on an open matter.	4.2
May 3	Internal discussions and emails on open receivership matters	0.7
<b>TOTAL – A. Hutchens</b>		<b>9.9 hrs.</b>
<u>S. Ferguson</u>		<u>Hrs.</u>
Apr 29	Attend at EHGNA's offices; meet with Rapido; meet with Osler; calls with creditors; meet with Beaver Motors; meet with Bustards; review information request from Bank of the West; call Osler regarding employee communication; internal discussions regarding inventory sales and logistics; internal updates regarding inventory counts.	9.5
Apr 30	Call with Osler; call with J. Dukes and J. Stride regarding Mercedes second row issue; review of files regarding same; communications with Rapido.	3.2
May 1	Attend at EHGNA's offices; meet with Rapido; further review Mercedes second row seating issue; review of actual to forecast cash flow results; review of letter to former employee; internal discussion regarding storage lien; call with Challenger; review of stay letter in respect of lemon law litigation.	5.1

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 28 to May 4, 2019**

May 2	Attend at EHGNA's offices; meet with Rapido; meet with landlord of 20 Tyler; discussion regarding construction lien claim; review of outstanding items regarding Rapido; call with Osler regarding review of records and internal communication regarding same; review of communication prepared by Osler; call with Corner Flag.	8.2
May 3	Attend at EHGNA's offices; meet with Rapido; call with Osler regarding employee issues; meetings with re-engaged personnel; review of construction lien status; prepare status update on Rapido diligence; discussions regarding sales of units.	4.5
<b>TOTAL – S. Ferguson</b>		<b>30.5 hrs.</b>

**L. Benson**

		<b><u>Hrs.</u></b>
Apr 29	Attend at EHGNA's offices in Cambridge; meetings and correspondence with potential purchasers; assistance with diligence; discussions with Service Canada on WEPP; assist in inventory count matters; review and reconcile inventory items.	8.5
Apr 30	Attend at EHGNA's offices in Cambridge; meetings with Rapido and BDO on diligence; compile/prepare diligence items and internal meetings and discussions on same; review employee proofs of claim and correspondence on same; review and issuance of disbursements; review of intercompany transactions and discussions on same; internal meetings and calls.	7.2
May 1	Attend at EHGNA's offices in Cambridge; assist with diligence items; assist with actual to budget reconciliations; meetings with staff on progress/tasks; discussion with CRA on audits; review of payments to be made for general expenses; meetings and correspondence with BDO on diligence matters and internal meetings and discussions on same.	9.0
May 2	Attend at EHGNA's offices in Cambridge; discussions with staff to organize inventory counts and other diligence items; correspondence with BDO on diligence items; meetings with staff on progress/tasks; internal meetings and discussions; review payroll; discussion on taxes; correspondence with Osler on receivership items.	7.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 28 to May 4, 2019**

May 3	Reconcile inventory adjustments; correspondence with BDO on diligence items; compile/prepare diligence items; correspondence with staff regarding ongoing receivership activities and employee matters.	4.0
<b>TOTAL – L. Benson</b>		<b>35.7 hrs.</b>

**N. Fennema**

		<b><u>Hrs.</u></b>
Apr 29	Coordinate sale of trailers and release of units; prepare summary of sales to date and reconcile chassis and other amounts payable on units sold; prepare payment schedule for monthly insurance and other payments due; reconcile amounts due for sales commissions and prepare sales commission payment.	4.4
Apr 30	Coordinate sale of RV units and all required payments for units to be sold; coordinate collection of units in AR and related payments required to release MSOs; prepare inventory summary for creditor claimant; prepare actual to budget cash flow reporting for weeks ended April 27; calls with creditors.	8.6
May 01	Correspond with dealers regarding AR; confirm status of storage and logistics costs to be paid for certain units; coordinate collection of units in AR and payment of amounts required to release related MSOs; prepare inventory summary for creditor claimant; further prepare actual to budget cash flow reporting.	8.7
May 02	Correspond with creditors regarding status of the proceedings; coordinate sales of units and MSO/NVIS collection/completion for the units; coordinate collection of AR; prepare inventory summaries for chassis dealers and storage locations; negotiate payments to be made to third party storage providers and chassis dealers.	9.3
May 03	Coordinate collection of AR and set-off of amounts owing to dealers; coordinate sales of units; coordinate return of units in the US to EHGNA or dealers; prepare inventory summaries for claimants and other interested parties; assist in coordinating inventory count; coordinate additional diligence requests from Rapido.	9.2
<b>TOTAL – N. Fennema</b>		<b>40.2 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 28 to May 4, 2019**

<u><i>A. Singels-Ludvik</i></u>		<u>Hrs.</u>
Apr 29	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); call to RBC to obtain bank account activity to date; prepare bank reconciliations for the prior week.	1.4
Apr 30	Internal emails on disbursements and other banking matters; process invoices for payment; prepare/process wires to pay rent for May; follow-up with RBC regarding same; update R&D; continue with bank reconciliation for the prior week.	4.9
May 1	Internal emails on disbursements and payroll for prior week; prepare payroll cheques.	2.8
May 2	Finalize processing of payroll cheques; process expense reimbursement cheques; update R&D; internal emails on banking related matters.	2.5
<b>TOTAL – A. Singels-Ludvik</b>		<b>11.6 hrs.</b>
<u><i>J.-L. Ip</i></u>		<u>Hrs.</u>
Apr 29	Attend at EHGNA's Cambridge offices; oversee and inventory counts and sampling; discussions with A&M team and staff regarding inventory at each location; reconcile schedule of inventory location and quantity based on results of count; discussions with BDO regarding inventory counts; coordinate rent payments for May; coordinate utilities payments; correspondence with vendor regarding status of 30-day goods claim and arrange for retrieval of same.	8.6
Apr 30	Attend at EHGNA's Cambridge offices; compile/prepare additional diligence items requested by Rapido; discussion with T. Watson regarding certain employee proofs of claim; arrange for upload of document to Receiver's website; correspondence BDO regarding additional inventory counts; discussions with C. Deakins and storage provider regarding inventory status and balance owed; coordinate payment of invoices; coordinate mailing of documents to former employees.	7.3
May 1	Attend at EHGNA's Cambridge office; discussions with L. Benson and BDO regarding warranty and recall information; correspondence and discussions BDO regarding inventory count procedures and results; update recall tracking summary schedule and provide same to BDO; review employee proofs of claim and update schedule of same.	9.3



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – April 28 to May 4, 2019**

May 2	Attend at EHGNA's Cambridge office; discussions with J. Stride and BDO to arrange for further inventory counts and sampling; review of employee proofs of claim and update schedule of same; discussion with L. Benson and J. Erickson regarding inventory located at storage facility; discussions and emails with creditors regarding status of receivership; emails with T. Watson to arrange for responses to employee proofs of claim.	8.0
May 3	Correspondence with A&M team and J. Stride to prepare diligence items for Rapido; review and prepare schedules of bills of materials; discussions with former employees regarding WEPP.	1.5
<b>TOTAL – J.-L. Ip</b>		<b>34.7 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

May 17, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #13 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period May 5 to 11, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	13.8	\$875	\$12,075.00
S. Ferguson, Managing Director	31.6	\$760	24,016.00
L. Benson, Director	42.9	\$510	21,879.00
N. Fennema, Associate	43.6	\$450	19,620.00
A. Singels-Ludvik, Associate	4.9	\$325	1,592.50
J.L. Ip, Analyst	35.0	\$325	11,375.00
	<u>171.8</u>		<u>\$90,557.50</u>
Add out of pocket expenses including travel costs and meals.			511.35
			<u>\$91,068.85</u>
Add: HST @ 13%			11,838.95
<b>TOTAL INVOICE</b>			<b><u>\$102,907.80</u></b>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
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 Bank Address: 55 King Street West  
 Toronto, ON  
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 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #13 (819311)  
 HST#: 83158 2127 RT0001

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 5 to 11, 2019**

<u><i>A. Hutchens</i></u>		<u><b>Hrs.</b></u>
May 6	Review the Vehicle Alterer Reports for modified Jeeps; review the draft Confirmation & Release Agreement and discussion with Osler on same; internal emails/emails with Blakes on schedule of paid Jeeps; internal discussions and emails on open receivership items.	2.6
May 7	Review the proposed revisions to Order and emails with Osler on same; emails with Blakes and Osler on open items; discussions and emails regarding the retrieval of three demonstration modified Jeeps; review the revised draft Confirmation & Release Agreement and emails with Osler on same; update/prepare the draft Second Report of the Receiver.	5.4
May 8	Prepare for and discussion with EHG SE regarding the Receiver's intended approach with respect to modified Jeeps; emails with Osler on the modified Jeeps; review and finalize payroll and other disbursements; internal emails on open receivership items.	2.3
May 9	Teleconference with Corner Flag, Blakes and Osler for update on sales process and other case matters; finalize the Confirmation & Release Agreement and emails with Norton Rose and Osler related to same; internal discussions and emails on Jeep MSOs and other open receivership items.	2.5
May 10	Internal discussions and emails on open receivership matters; teleconference with Osler regarding Bank of the West/Jeep MSOs.	1.0
<b>TOTAL – A. Hutchens</b>		<b>13.8 hrs.</b>
<u><i>S. Ferguson</i></u>		<u><b>Hrs.</b></u>
May 6	Communication with Rapido regarding status of due diligence and transaction; update regarding Mercedes second row seat issue; update call with team; call with Osler regarding Tyler lease and review of information regarding same; review of Bank of the West information request.	3.2
May 7	Attend at EHGNA's offices; review of Order information and meeting with senior staff regarding same; discussion regarding Heritage storage; initial review of lien information for Tyler premises; review of draft occupation agreement; communication with potential engineers regarding Mercedes second row seating; update communications with Rapido.	8.2

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 5 to 11, 2019**

May 8	Attend at EHGNA's offices; meeting with M. Weigel regarding tax financial statements; review of information regarding same; call with Osler regarding investigation meeting; review of inventory analysis; call with T. Kupke; call with T. Woepler; review of audit results report; update discussions regarding sale of units; review of occupation agreement.	8.0
May 9	Call with Corner Flag, Blakes and Osler regarding status of sale process; review of information requested from Bank of the West; internal call regarding inventory allocation; status update call with Rapido; review of tax statement of work; review of invoices for payment; call with J. Stride regarding Mercedes.	5.1
May 10	Attend at EHGNA's offices; meeting with [REDACTED]; internal meeting regarding inventory issues and BDO questions regarding same; discussion regarding Mercedes; call with Osler and N. Fennema regarding Bank of the West information request; meeting regarding Tyler lien claims; update communications with Rapido; communications with landlords.	7.1
<b>TOTAL – S. Ferguson</b>		<b>31.6 hrs.</b>

**L. Benson**

		<b><u>Hrs.</u></b>
May 6	Attend at EHGNA's offices; review of business plan questions; discussions regarding diligence items; correspondence with pension plan administrators; discussions regarding employee items; discussion with WEPP; review and assistance of inventory items; follow-up with on Roadtrek listing and review and discussion on same; internal meetings.	7.8
May 7	Attend at EHGNA's offices; assistance with diligence items; discussion with BDO regarding business plan and follow-up questions; review and assistance with inventory testing and internal meetings/discussions on same.	7.0
May 8	Attend at EHGNA's offices; assistance with diligence items; assistance with budget to actuals; meetings with staff regarding progress to task completion; meetings and correspondence with BDO team and internal meetings/discussion on same.	7.5
May 9	Attend at EHGNA's offices; reconciliation of inventory count; reconciliation and review of inventory cost testing; preparation and review of Roadtrek only inventory listing; review of fixed asset listing; correspondence with BDO on inventory and other testing; correspondence with staff on diligence items and follow-up.	12.5

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 5 to 11, 2019**

May 10	Attend at EHGNA's office; discussions on lien issues; discussions and correspondence on diligence items/activities; correspondence with BDO on inventory testing and reconciliations; review of inventory with S. Ferguson; correspondence with employees on open receivership activities; address employee matters; internal meetings with team.	8.1
<b>TOTAL – L. Benson</b>		<b>42.9 hrs.</b>
<u><i>N. Fennema</i></u>		<u><b>Hrs.</b></u>
May 06	Coordinate sale of remaining trailers; coordinate collection of AR; coordinate delivery of units sold to dealers; prepare inventory summaries for creditors claiming inventory held at EHGNA; prepare summary of units available for sale and bid prices for each unit for interested bidders; coordinate completion of WIP units with team on hand.	8.1
May 07	Coordinate sale of RV units; coordinate retrieval of RV units from dealers in the US and Canada; coordinate reconciliation and collection of AR; prepare inventory summaries for interested parties; call with Best Time RV counsel regarding AR and occupancy charges outstanding; prepare actual to budget cash flow analysis for the week ended May 4.	9.3
May 08	Coordinate sale of RV units; coordinate retrieval of RV units from dealers in the US and Canada; finalize actual to budget analysis for the week ended May 4; coordinate various inventory data requests from potential purchasers; negotiate inventory transactions, including transportation agreements, storage arrangements and chassis payments due.	9.1
May 09	Coordinate collection of Jeep unit MSOs and reconciliation of Jeep units paid for; reconcile bank claims against EHGNA for RV units and confirm status of units paid for; prepare summary of inventory claimed by various dealers under bank claim; finalize sale of non-Roadtrek units to dealer and coordinate transportation of such units; negotiate other RV unit sales.	8.8

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 5 to 11, 2019**

May 10	Prepare summary of bank claims against EHGNA and EHG USA regarding Jeep and RV units; call with financial advisor to potential buyer regarding diligence requests and understanding of operational items; call with legal counsel and A&M team to review bank claims and determine next steps regarding units and MSOs.	8.3
<b>TOTAL – N. Fennema</b>		<b>43.6 hrs.</b>
<b><u>A. Singels-Ludvik</u></b>		<b><u>Hrs.</u></b>
May 7	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for the prior week.	1.0
May 8	Internal emails on disbursements and other banking matters; process invoices for payment; prepare/process wires; follow-up with RBC regarding same; internal emails regarding payroll cheques for this week, prepare cheques regarding same; update R&D.	2.6
May 9	Finalize processing of payroll cheques; process expense reimbursement cheques; update R&D; internal emails on banking matters.	0.8
May 10	Process invoices for payment and update R&D.	0.5
<b>TOTAL – A. Singels-Ludvik</b>		<b>4.9 hrs.</b>
<b><u>J.-L. Ip</u></b>		<b><u>Hrs.</u></b>
May 6	Attend at EHGNA's offices; review employee proofs of claim; create and submit WEPP documents to Service Canada; correspondence with M. Harron regarding status of leased vehicle; discussion with L. Benson and vendor regarding material located at storage facility; discussion and emails with D. Strome and vendor regarding 30-day goods claim; discussion with T. Watson to respond to former employee inquiries regarding receivership and WEPP.	7.8
May 7	Attend at EHGNA's offices; discussion with D. Strome and vendor to arrange for retrieval of 30-day goods, create schedule summarizing bills of materials for certain products and provide same to BDO; review employee proofs of claim; arrange for payment of invoices; discussions with former employees regarding receivership and WEPP; review additional diligence questions from BDO and prepare documents and responses to same.	9.0

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 5 to 11, 2019**

May 8	Attend at EHGNA's offices; discussions with L. Benson and BDO regarding financial forecast model and assumptions; respond to additional diligence requests from BDO and upload of requested documents to virtual data site; create schedule of tenant inducements claimed by EHGNA and verify invoiced amounts; prepare schedule summarizing available raw materials inventory; review employee proofs of claim.	8.6
May 9	Attend at EHGNA's offices; discussions with A&M team and Rapido/BDO regarding status of diligence process; preparation of schedule summarizing occupancy costs; arrange for payment of invoices; preparation of analysis of invoices and payments for construction lien claim and discussions with M. Harron regarding same; discussion and emails with T. Watson to respond to former employee inquiries regarding receivership and WEPP.	6.2
May 10	Prepare analysis of invoices and payments for construction lien claim; arrange for payment of invoices; emails with L. Benson and J. Erickson regarding materials located at third-party storage facility and prepare summary schedule of same.	3.4
<b>TOTAL – J.-L. Ip</b>		<b>35.0 hrs.</b>



Alvarez & Marsal Canada Inc.  
 Licensed Insolvency Trustees  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900, P.O. Box 22  
 Toronto, ON M5J 2J1  
 Phone: +1 416 847 5200  
 Fax: +1 416 847 5201

May 22, 2019

Erwin Hymer Group North America, Inc.  
 c/o Alvarez & Marsal Canada Inc.  
 Royal Bank Plaza South Tower  
 200 Bay Street, Suite 2900  
 Toronto, ON M5J 2J1

**ERWIN HYMER GROUP NORTH AMERICA, INC.**  
**RE: INVOICE #14 – 819311**

For professional services rendered in our capacity as Court-Appointed Receiver pursuant to the Order (Appointing Receiver) dated February 15, 2019, for the period May 12 to 18, 2019.

**BILLING SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	16.6	\$875	\$14,525.00
S. Ferguson, Managing Director	35.9	\$760	27,284.00
N. Fennema, Associate	51.3	\$450	23,085.00
A. Singels-Ludvik, Associate	7.0	\$325	2,275.00
J.L. Ip, Analyst	34.7	\$325	11,277.50
	<u>145.5</u>		<u>\$78,446.50</u>
Add out of pocket expense – web site maintenance charge			<u>325.00</u>
			\$78,771.50
Add: HST @ 13%			<u>10,240.30</u>
<b>TOTAL INVOICE</b>			<u><b>\$89,011.80</b></u>

**Mailing Instructions:**

Alvarez & Marsal Canada Inc.  
 Attn: Audrey Singels-Ludvik  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2900  
 P.O. Box 22  
 Toronto, ON M5J 2J1

**Wiring Instructions:**

Bank: TD Canada Trust  
 Account Name: Alvarez & Marsal Canada ULC  
 Swiftcode: TDOMCATTOR  
 Bank Address: 55 King Street West  
 Toronto, ON  
 Bank Transit #: 10202  
 Institution #: 0004  
 Account #: 5519970  
 Reference #: Erwin Hymer - Inv. #14 (819311)  
 HST#: 83158 2127 RT0001



*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 12 to 18, 2019**

<u><i>A. Hutchens</i></u>		<u>Hrs.</u>
May 13	Internal emails on open receivership items; teleconference with Osler regarding Bank of the West/certain Jeep MSOs; review the draft letter prepared by Osler regarding proposed changes to the Order and related emails.	2.2
May 14	Teleconference with Corner Flag, Blakes and Osler on the status of Rapido due diligence and other open case items; review certain documents filed in the Chapter 11 case of JRV Group USA L.P. (first day declaration, DIP motion); discussion and emails with Osler on open receivership items; review the black-lined draft Asset Purchase Agreement ("APA") incorporating Rapido's comments and emails with Osler on same.	5.3
May 15	Internal emails/emails with Blakes and Osler on open APA and receivership matters; teleconference with Corner Flag, Blakes and Osler on the status of Rapido's due diligence and the draft APA; review and finalize payroll and other disbursements; discussion with legal counsel to a creditor; internal discussions on APA items.	4.5
May 16	Review the updated comparison of estimated net proceeds under a Rapido sale and liquidation scenerios, and internal discussion on same; review and finalize disbursements; internal discussions and emails on open receivership items; teleconference with Osler on the timeline for the next Court hearing and aspects of the Second Report of the Receiver.	3.6
May 17	Internal discussions and emails on open receivership matters; review the updated schedule of units/cost of remaining MB chassis subject to MB security and internal emails on same.	1.0
<b>TOTAL – A. Hutchens</b>		<b>16.6 hrs.</b>

<u><i>S. Ferguson</i></u>		<u>Hrs.</u>
May 13	Attend at EHGNA's offices; call with Rapido, Osler and Cassels Brock; follow-up discussion with Osler; meeting with J. Stride regarding vehicle certifications; call regarding Bank of the West information; meeting with M. Kelly regarding dust collection system at the Tyler facility; call with Creform regarding unit testing.	8.2
May 14	Call with Corner Flag, Blakes and Osler regarding the status of the sale process; review of summary of Rapido APA changes; call with Osler regarding same; review of Bank of the West response summary.	2.7

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 12 to 18, 2019**

May 15	Attend at EHGNA's offices, call with Corner Flag, Blakes and Osler regarding the status of the sale process; call with Cassels Brock and Osler regarding same; review of inventory summary; update regarding sale of units; internal discussion regarding estimated recoveries analysis; update regarding goods in storage at Heritage; communication with landlord of Reuter facility; review of status of Tyler facility liens.	10.4
May 16	Attend at EHGNA's offices; calls with counsel to Rapido; communication with Rapido regarding APA schedules; update of cash flow forecast; call with Corner Flag; review of Bank of the West communication; call with Osler; update discussion regarding Tyler facility liens; staff meeting; review of term sheet extension; address employee matters; call with architect regarding movement of silo to Tyler facility.	9.5
May 17	Communication with Rapido regarding outstanding APA matters; review of actual to budget cash flow results; review of invoices for payment; communication regarding Owasco unit to be retrieved; communication and drafting of Transition Services Agreement; communications with Rapido.	5.1
<b>TOTAL – S. Ferguson</b>		<b>35.9 hrs.</b>

**N. Fennema**

**Hrs.**

May 13	Coordinate sale of RV units to dealers; coordinate collection of AR and reconciliation of outstanding amounts with dealers; coordinate claims with interested creditors; coordinate compilation of diligence requests from BDO; call with Osler on various creditor claims and next steps; prepare summary of MSOs available and expected next steps with each; prepare summary of inventory claims to date for BDO.	10.8
May 14	Coordinate collection of AR; coordinate Jeep MSO reconciliation and tracking of MSOs; coordinate EHGNA position on units paid for by dealers but not yet released; coordinate logistics for sale of assets to US-based dealer; coordinate diligence requests from BDO with staff; review and reconcile diligence requests from BDO; prepare summary of units to be included in Rapido transaction; prepare cash flow analysis.	10.7

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 12 to 18, 2019**

May 15	Prepare/compile diligence requests for BDO; call with BDO on raw materials inventory, RV inventory and certain liability items; prepare summary of RV units to be included in the Rapido transaction; coordinate review of units to be purchased by dealers; coordinate collection of AR.	11.1
May 16	Prepare liquidation analysis; prepare revised cash flow forecast for upcoming six-week period; prepare schedule of employee payroll; prepare inventory reconciliations for interested parties; prepare asset summary for Rapido transaction; prepare actual to budget cash flow reporting for the week ended May 11.	10.6
May 17	Coordinate retrieval of units purchased by dealers at third-party locations; coordinate AR collection efforts; finalize actual to budget cash flow reporting; coordinate segregation of materials between Roadtrek and non-Roadtrek items; prepare summary of movement of RV units since the First Report of the Receiver; coordinate sale of RV units; respond to requests from chassis suppliers and legal counsel to those dealers.	8.1
<b>TOTAL – N. Fennema</b>		<b>51.3 hrs.</b>

*A. Singels-Ludvik*

		<u>Hrs.</u>
May 14	Internal emails on disbursements and other banking matters; process invoices for payment and update the Schedule of Receipts and Disbursements ("R&D"); prepare bank reconciliations for the prior week.	1.8
May 15	Internal emails on disbursements and other banking matters; process invoices for payment; prepare/process wires; follow-up with RBC regarding same; internal emails regarding payroll cheques for this week and prepare cheques; update R&D.	3.3
May 16	Process invoices for payment; update R&D; internal emails on banking matters.	0.5
May 17	Process invoices for payment and update R&D; bank reconciliations for prior week.	1.4
<b>TOTAL – A. Singels-Ludvik</b>		<b>7.0 hrs.</b>

*Erwin Hymer Group North America, Inc. ("EHGNA") – 819311*  
**DETAILED SUMMARY – May 12 to 18, 2019**

<u>J.-L. Ip</u>	<u>Hrs.</u>
May 13 Discussion and emails with A. Lockhart regarding materials located at third-party storage facility; arrange for payment of invoices; emails with T. Watson and K. Balicki regarding status of employee proofs of claim and prepare responses to former employee inquiries; discussion with A&M team, Rapido and Cassels Brock on due diligence progress; emails with telecommunications provider regarding invoices and services; arrange for responses to BDO.	7.8
May 14 Attend at EHGNA's offices; review inventory schedule prepared by BDO to confirm sampling methodology; emails with utility provider and landlord regarding status of accounts; discussion with T. Watson regarding inquiry from former employee and arrange for retrieval of personal belongings; emails with A. Lockhart regarding materials located at third-party storage facility; discussion with D. Schmidt regarding facility maintenance contracts and review of same.	6.8
May 15 Attend at EHGNA's offices; arrange for payment of utility and telecommunications invoices; discussion with M. Harron regarding construction lien and prepare summary schedule of same; emails with S. Ferguson and A. Lockhart regarding materials located at third-party storage facility; prepare analysis of potential liabilities to be assumed under Rapido APA; review payroll documents and arrange for payment of staff; discussion with C. Deakins regarding potential recall and prepare listing of affected units; prepare summary schedule of all equipment located at EHGNA facilities; emails with K. Torcoletti and T. Watson regarding former employee inquiries and arrange for responses; preparation of schedule summarizing total units under warranty.	10.6
May 16 Discussions and emails with S. Heintz regarding units potentially affected by manufacturing issue and prepare schedule of same; emails with D. Schmidt to arrange for tour of facility; discussions and emails with interested parties regarding sale process status; review employee expense documents and arrange for reimbursement; prepare summary of raw materials inventory not included in Rapido transaction.	5.2
May 17 Discussions and emails with S. Heintz and F. McConnell regarding units potentially affected by manufacturing issue and update schedule regarding same; prepare summary of equipment not included in Rapido transaction; prepare schedule of contact information and summary of previous bids submitted by liquidators.	4.3
<b>TOTAL – J.-L. Ip</b>	<b>34.7 hrs.</b>

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

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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

# 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.




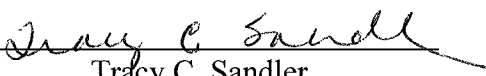
3. Attached as **Exhibit "A"** is a summary of the invoices rendered by Osler (the "**Osler Invoices**") for services rendered to the Receiver for the period from February 10, 2019 to May 17, 2019 (the "**Billing Period**"). Attached as **Exhibit "B"** is a sheet that sets out information regarding the 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.

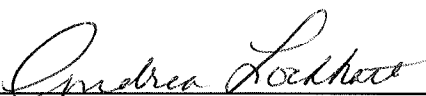


\_\_\_\_\_  
A Commissioner for Taking Affidavits  
Andrea Lockhart

## 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*



OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
 416.862.6666 facsimile

# OSLER

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

Invoice No.: **12253524**  
 Date: **February 25, 2019**  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: **Tracy C. Sandler**  
 Direct Dial: (416) 862-5890  
 E-mail: [TSandler@osler.com](mailto:TSandler@osler.com)

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	109,876.30
REIMBURSABLE EXPENSES	614.07
HST @ 13%	14,363.75
<b>TOTAL (CAD):</b>	<b>124,854.12</b>

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 SWIFT Code: TDOMCATTOR

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Osler, Hoskin & Harcourt LLP  
 FINANCE & ACCOUNTING  
 (RECEIPTS)  
 1 First Canadian Place  
 PO BOX 50  
 Toronto, Ontario M5X 1B8  
 Canada

Invoice No.: **12253524**  
 Client No.: 223017  
 Amount: 124,854.12 CAD

Email payment details to [payments@osler.com](mailto:payments@osler.com),  
 referencing invoice number(s) being paid.

Please return remittance advice(s) with  
 cheque.

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**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Jeremy E. Dacks	3.60	905	3,258.00
Shelley W. Obal	5.30	1,045	5,538.50
Sven C. Poysa	13.00	800	10,400.00
Tracy C. Sandler	34.50	1,010	34,845.00
<u>ASSOCIATE</u>			
Summer Danakas	1.80	430	774.00
Allison Di Cesare	4.40	600	2,640.00
Justine Erickson	65.60	535	35,096.00
Waleed Malik	5.00	535	2,675.00
Timothy Mitchell	17.80	655	11,659.00
Jason Pearlstein	0.70	620	434.00
<u>PARAPROFESSIONAL</u>			
Lisa Gidari	3.20	380	1,216.00
Keziah Opoku-Frimpong	0.40	412	164.80
<u>CORPORATE SEARCHES FIXED FEES</u>			
Corporate Searches by Elizabeth E. Buchanan			1,176.00
<b>TOTAL FEES (CAD):</b>	<b>155.30</b>		<b>109,876.30</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Feb-10-19	Tracy C. Sandler	Engaged in telephone discussion regarding new matter with P. Huff and D. McIntosh.	0.50
Feb-11-19	Tracy C. Sandler	Engaged in briefing from D. McIntosh; telephone call with P. Huff; engaged opening file and preparing engagement letter.	1.50
Feb-12-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; reviewing file and searches requested.	0.50
Feb-12-19	Sven C. Poysa	Communicating with T. Sandler regarding employee issues in receivership; considering same.	0.70
Feb-12-19	Tracy C. Sandler	Engaged getting up to speed regarding this matter, including considering next steps and approach; telephone call with D. McIntosh; telephone call with L. Rogers.	2.00

Feb-13-19	Corporate Searches by Elizabeth E. Buchanan	Receiving instructions from J. Erickson; conducting corporate history, Bank Act, Official Receiver, Ontario Writ Locator and Execution searches respecting Erwin Hymer Group North America, Inc. and predecessors; arranging for Toronto and Waterloo litigation searches; preparing history chart, and reporting thereon.	
Feb-13-19	Allison Di Cesare	Meeting with S. Poysa to discuss file; email correspondence with S. Poysa and others; preparing termination letters.	1.00
Feb-13-19	Justine Erickson	Attending various calls regarding proposed receivership process and employee matters; reviewing background materials; drafting sale process.	9.00
Feb-13-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; conducting preliminary corporate search; drafting and sending email to D. Baird with instructions to conduct UCC searches; ordering Ontario uncertified and certified PPSA searches; discussing searches with E. Buchanan.	1.50
Feb-13-19	Shelley W. Obal	Meeting with T. Sandler and S. Poysa to discuss employee issues; reviewing email exchanges regarding same.	1.50
Feb-13-19	Keziah Opoku-Frimpong	Ordering and reviewing UCC searches.	0.30
Feb-13-19	Sven C. Poysa	Considering employee issues and termination risks in receivership; reviewing case law and Ministry policy; follow-up regarding same and other employee issues.	4.50
Feb-13-19	Tracy C. Sandler	Engaged with respect to various employee issues; engaged on status call with Blakes; engaged further regarding court order and various materials.	5.00
Feb-14-19	Summer Danakas	Meeting with S. Poysa to receive instructions regarding filing of Form 1; telephone call with A. Di Cesare to discuss Form 1; drafting Form 1 and cover letter to the Ministry; sending same to A. Di Cesare for review.	1.50
Feb-14-19	Allison Di Cesare	Telephone conversations with S. Poysa and S. Danakas; email correspondence with S. Poysa, S. Danakas and others; reviewing and revising termination letters; reviewing notice of mass termination.	1.20
Feb-14-19	Justine Erickson	Reviewing revised appointment order; attending call with A&M to discuss appointment order and sale process; revising draft appointment order; reviewing background materials.	14.20
Feb-14-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; receiving and reviewing Ontario PPSA searches; drafting and finalizing Ontario summary.	0.50

Feb-14-19	Sven C. Poysa	Multiple communications regarding employee issues in filing; considering mass notice, individual termination and other employee claims; reviewing and revising letters and order; follow-up regarding same.	4.30
Feb-14-19	Tracy C. Sandler	Engaged with respect to documentation and related issues; engaged in ongoing telephone calls and discussions throughout the day; reviewing and commenting on draft documents; considering legal issues.	10.00
Feb-15-19	Summer Danakas	Reviewing and revising Form 1 and cover letter to Ministry, and preparing final version.	0.30
Feb-15-19	Allison Di Cesare	Email correspondence with S. Poysa, T. Sandler and others; telephone conversations with T. Sandler, S. Poysa and J. Erickson; preparing offer letter.	2.20
Feb-15-19	Justine Erickson	Reviewing revised application record; preparing submissions regarding Receiver's charge; attending multiple discussions to finalize materials and submissions; reviewing and summarizing debt and security documents; reviewing Mercedes materials; drafting letter to Mercedes; attending to email correspondence.	9.00
Feb-15-19	Shelley W. Obal	Discussion with T. Sandler regarding employee issues.	0.80
Feb-15-19	Sven C. Poysa	Multiple communications regarding initial order, mass termination, re-hire letters and related issues; follow-up regarding same.	3.50
Feb-15-19	Tracy C. Sandler	Engaged in ongoing conference calls with Blakes; telephone discussion with A&M personnel; preparing for court, including final review of documents; engaged with respect to order and term sheet, and employee letters; engaged with counsel to Mercedes; letter to counsel to Mercedes.	8.00
Feb-18-19	Justine Erickson	Reviewing chassis documents; researching floor plan lending and MSOs; attending to email correspondence.	1.80
Feb-19-19	Justine Erickson	Reviewing final application record; reviewing correspondence with Mercedes; reviewing loan and security documents; discussing security overview with Blakes; reviewing final Receiver term sheet; reviewing title transfer issues; discussing various issues and attending various calls with T. Sandler; researching title transfer issues; attending to email correspondence.	3.80
Feb-19-19	Tracy C. Sandler	Engaged on conference call with Thor Industries; engaged regarding title and security review issues; responding to various email correspondence; instructing J. Erickson.	3.00
Feb-20-19	Jeremy E. Dacks	Attending initial internal meeting to discuss status of receivership, litigation issues and next steps; conducting preliminary review of materials.	2.00

Feb-20-19	Justine Erickson	Attending call with Blakes; conducting research on title issues; reviewing final application record; reviewing Mercedes documentation; reviewing loan and security documents; reviewing and providing comments on proposed sale process and NDA; drafting stay letters; reviewing litigation and PPSA searches; reviewing ISDA master agreements and currency hedges; discussing various issues and attending various calls with T. Sandler and Receiver; attending to email correspondence.	11.00
Feb-20-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; discussing searches with E. Buchanan; exchanging emails with K. Opoku-Frimpong; ordering New York UCC searches.	0.50
Feb-20-19	Waleed Malik	Participating in meeting with J. Dacks, T. Sandler and J. Erickson; reviewing background materials.	2.40
Feb-20-19	Timothy Mitchell	Reviewing leading sale of goods texts on the effect of a document of title; performing case law searches looking for case law on manufacturer's statements of origin; discussing factual background with J. Erickson; discussing legal issues with S. Obal.	7.40
Feb-20-19	Shelley W. Obal	Engaged in email exchanges, discussions and considering sale of goods issues.	2.00
Feb-20-19	Keziah Opoku-Frimpong	Ordering UCC searches.	0.10
Feb-21-19	Jeremy E. Dacks	Preparing for and participating in conference call with the Company concerning insurance related issues.	0.80
Feb-21-19	Justine Erickson	Reviewing research on title issues; discussing title issues with Beaver Motors' counsel; discussing title issues with Receiver; reviewing Mercedes financing documentation; reviewing and summarizing loan and security documents; reviewing comments received on NDAs; reviewing ISDA termination notice and underlying documents; researching eligible financial contracts in receiverships; discussing various issues and attending various calls with T. Sandler and Receiver; attending to email correspondence.	7.80
Feb-21-19	Lisa Gidari	Receiving and reviewing UCC searches; reporting to J. Erickson.	0.20
Feb-21-19	Waleed Malik	Reviewing background materials; telephone call with J. Erickson to obtain additional background.	2.60
Feb-21-19	Timothy Mitchell	Reviewing leading sale of goods texts on the effect of a document of title; performing case law searches looking for case law on manufacturer's statements of origin; discussing factual background on call with S. Ferguson, N. Fennema, T. Sandler and J. Erickson; discussing legal issues with S. Obal; reviewing relevant legislation; drafting memorandum summarizing findings.	7.70
Feb-21-19	Shelley W. Obal	Discussions with T. Mitchell regarding sale of goods issues.	1.00

Feb-21-19	Tracy C. Sandler	Telephone discussion with J. Silver (supplier counsel to Beaver); reviewing email correspondence regarding [REDACTED]; engaged with Blakes regarding litigation issues; engaged with team regarding title issues, and engaged in telephone discussions regarding same.	3.50
Feb-22-19	Jeremy E. Dacks	Reviewing correspondence from counsel to Mercedes; reviewing information and correspondence concerning insurance policies.	0.80
Feb-22-19	Justine Erickson	Reviewing title research and underlying supplier documentation; providing comments on draft title memorandum; reviewing ISDA termination notice and underlying documents; researching eligible financial contracts in receiverships; discussing ISDA issues with J. Pearlstein and L. Mantello; summarizing ISDA issues; reviewing Mercedes correspondence; drafting responding letter to Mercedes; discussing various issues and attending various calls with T. Sandler and Receiver; attending to email correspondence.	7.20
Feb-22-19	Timothy Mitchell	Reviewing leading sale of goods texts on the effect of a document of title; performing case law searches looking for case law on manufacturer's statements of origin; reviewing relevant legislation; drafting memorandum summarizing findings.	2.70
Feb-22-19	Jason Pearlstein	Reviewing and discussing the ISDA documents.	0.70
Feb-23-19	Justine Erickson	Finalizing Mercedes letter; reviewing lien correspondence; revising service list; reviewing loan and security documentation and application record.	1.80
Feb-24-19	Tracy C. Sandler	Engaged reviewing emails and correspondence.	1.00
<b>TOTAL HOURS:</b>			<b>155.30</b>

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Meal Expenses	19.42
Printing Costs	148.35
Telecopy Charges	2.40
OnCorp Fees for Searches/Certificates/Filings	443.90
<b>TOTAL (CAD):</b>	<b>614.07</b>

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 416.862.6666 facsimile

OSLER

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

Invoice No.: 12261377  
 Date: March 4, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	54,050.40
REIMBURSABLE EXPENSES	216.10
HST @ 13%	7,054.64
<b>TOTAL (CAD):</b>	<b>61,321.14</b>

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Invoice No.: 12261377  
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 Amount: 61,321.14 CAD

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 cheque.

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**FEE SUMMARY**

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	3.10	905	2,805.50
Lisa Mantello	0.40	865	346.00
Shelley W. Obal	9.90	1,045	10,345.50
Sven C. Poysa	4.70	800	3,760.00
Tracy C. Sandler	11.70	1,010	11,817.00
<b><u>ASSOCIATE</u></b>			
Justine Erickson	23.70	535	12,679.50
Timothy Mitchell	16.90	655	11,069.50
Jeff St. Aubin	0.40	595	238.00
<b><u>PARAPROFESSIONAL</u></b>			
Lisa Gidari	1.70	380	646.00
Keziah Opoku-Frimpong	0.60	409	245.40
Julie Verconich	0.40	245	98.00
<b>TOTAL FEES (CAD):</b>	<b>73.50</b>		<b>54,050.40</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Feb-19-19	Sven C. Poysa	Multiple communications regarding employee letters with H. Reid, T. Sandler and others; follow-up regarding same.	0.80
Feb-20-19	Sven C. Poysa	Multiple communications with H. Reid, L. Benson and others; reviewing and revising letters; follow-up regarding same.	1.80
Feb-20-19	Tracy C. Sandler	Engaged on status call with Blakes and A&M; engaged with respect to lien and title issues; reviewing email correspondence; reviewing exchanges regarding employee rehire letters; engaged in email correspondence regarding sale process and confidentiality agreement; engaged with Blakes regarding insurance issues; receipt of Commerzbank termination letter.	3.00
Feb-21-19	Sven C. Poysa	Multiple communications with L. Benson, T. Sandler and others regarding vacation pay, pension matters and other employee issues.	0.80
Feb-22-19	Lisa Mantello	Discussion with J. Erickson regarding swap issues.	0.40
Feb-22-19	Sven C. Poysa	Follow-up regarding employee and pension matters; multiple communications regarding same.	0.50
Feb-22-19	Tracy C. Sandler	Reviewing emails; instructing J. Erickson.	0.70



Feb-25-19	Jeremy E. Dacks	Reviewing correspondence and documentation regarding insurance issues and drafting correspondence to client and counsel for the company regarding same; reviewing initial application record and court order.	2.20
Feb-25-19	Justine Erickson	Attending call with Torys; reviewing and providing comments on draft NDAs; reviewing [REDACTED]; reviewing terms and conditions of sale; reviewing security documents; assembling key documents; attending to email correspondence.	3.80
Feb-25-19	Tracy C. Sandler	Engaged with A. Slavens; engaged with Zero Environmental; instructing J. Erickson; instructing team; engaged with respect to security and title and priority issues; reviewing email correspondence regarding material domain name, NDA for Thor, and insurance; engaged in email correspondence regarding IP; reviewing mark-up of sale document.	2.00
Feb-26-19	Jeremy E. Dacks	Reviewing correspondence concerning status of receivership proceedings and considering litigation issues.	0.60
Feb-26-19	Justine Erickson	Attending calls from suppliers regarding title issues; revising service list; reviewing creditor correspondence; drafting stay letters; reviewing lien notices and considering legal issues; [REDACTED]; summarizing outstanding issues and positions on various legal issues; reviewing Mercedes issues, hedging issues, and title issues.	5.30
Feb-26-19	Shelley W. Obal	Discussions and email exchanges regarding vehicle issues.	0.50
Feb-26-19	Sven C. Poysa	Reviewing statement of claim; follow-up regarding employee issues.	0.80
Feb-26-19	Tracy C. Sandler	Engaged on conference call with S. Ferguson; engaged reviewing memorandum regarding title and MSO; responding to email correspondence; instructing team.	1.50
Feb-26-19	Julie Verconich	Receiving instructions from E. Buchanan; verifying corporate history.	0.40
Feb-27-19	Jeremy E. Dacks	Drafting and reviewing correspondence concerning litigation issues.	0.30
Feb-27-19	Justine Erickson	Attending meeting with S. Obal and T. Mitchell to discuss title issues; reviewing construction lien issues; reviewing security and supplier documents; summarizing title issue facts; reviewing PPSA and UCC searches; attending to email correspondence on various matters.	4.00
Feb-27-19	Timothy Mitchell	Discussing ownership of inventory with S. Obal and J. Erickson; reviewing leading sale of goods and property texts on the effect of improving a chattel; performing case law searches looking for relevant case law; reviewing relevant legislation.	4.60

Feb-27-19	Shelley W. Obal	Meeting with T. Mitchell and J. Erickson to discuss title issues and considering same.	3.80
Feb-27-19	Tracy C. Sandler	Reviewing facsimile from Melville Krotz law firm; email from E. Cobb with respect to question regarding Mercedes; email correspondence regarding Jeep sales; email correspondence regarding Beaver; reviewing Washington AG correspondence.	1.50
Feb-28-19	Justine Erickson	Attending meetings with S. Obal and T. Mitchell to discuss title issues; attending call with A&M to discuss inventory matters; summarizing inventory issues; revising service list; reviewing security and supplier documents and correspondence; reviewing PPSA and UCC searches; attending to email correspondence on various matters.	3.60
Feb-28-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; ordering Ontario uncertified and certified PPSA searches; obtaining and reviewing uncertified PPSA searches; reporting to J. Erickson; reviewing registrations.	1.00
Feb-28-19	Timothy Mitchell	Discussing ownership of inventory with S. Obal and J. Erickson; reviewing leading sale of goods and property texts on the effect of improving a chattel; performing case law searches looking for relevant case law; reviewing relevant legislation; discussing issues on call with S. Ferguson, A. Hutchens, N. Fennema, S. Obal, T. Sandler and J. Erickson.	6.00
Feb-28-19	Shelley W. Obal	Discussions and calls regarding inventory issues; considering same.	3.60
Feb-28-19	Keziah Opoku-Frimpong	Ordering UCC searches.	0.10
Feb-28-19	Keziah Opoku-Frimpong	Printing and reviewing UCC search results.	0.50
Feb-28-19	Tracy C. Sandler	Engaged with respect to lien and title issues; reviewing and responding to emails; reviewing summary chart; instructing team; reviewing email regarding fencing lien; reviewing note regarding Bustard.	1.50
Mar-01-19	Justine Erickson	Attending meetings with S. Obal, T. Sandler and T. Mitchell to discuss title issues; preparing summary chart of inventory matters; reviewing supplier documents and correspondence; discussing lien issues with J. St. Aubin; summarizing status of various issues for T. Sandler; reviewing Zero Environmental correspondence; attending to email correspondence on various matters.	6.20
Mar-01-19	Lisa Gidari	Receiving and reviewing PPSA searches; reporting to J. Erickson.	0.70
Mar-01-19	Timothy Mitchell	Discussing ownership of inventory with T. Sandler, S. Obal and J. Erickson; reviewing legislation on storer's liens; reading relevant case law; reviewing leading trust texts; drafting chart summarizing legal interests in inventory.	6.30

Mar-01-19	Shelley W. Obal	Meetings with T. Mitchell and J. Erickson to prepare inventory charts.	2.00
Mar-01-19	Tracy C. Sandler	Engaged with respect to inventory and other issues.	1.50
Mar-01-19	Jeff St. Aubin	Office conference with J. Erickson to discuss the relevant background facts in relation to the claim of Jay Fencing Ltd.	0.40
Mar-02-19	Justine Erickson	Providing comments on data room disclaimer; reviewing title analysis; attending to email correspondence.	0.80

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**TOTAL HOURS:** **73.50**

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**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b><u>EXPENSES - TAXABLE</u></b>	
Meal Expenses	7.06
Printing Costs	37.96
Telecommunications Charges	0.98
Agent's Fees & Expenses	94.10
OnCorp Fees for Searches/Certificates/Filings	76.00
<b>TOTAL (CAD):</b>	<b>216.10</b>

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OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
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 416.862.6666 facsimile

# OSLER

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

Invoice No.: 12262497  
 Date: March 12, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	65,142.50
REIMBURSABLE EXPENSES	141.15
HST @ 13%	8,486.88
<b>TOTAL (CAD):</b>	<b>73,770.53</b>

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 Canada

Invoice No.: 12262497  
 Client No.: 223017  
 Amount: 73,770.53 CAD

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## FEE SUMMARY

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	1.50	905	1,357.50
Shelley W. Obal	3.40	1,045	3,553.00
Sven C. Poysa	1.20	800	960.00
Tracy C. Sandler	15.00	1,010	15,150.00
<b><u>ASSOCIATE</u></b>			
Justine Erickson	54.90	535	29,371.50
Timothy Mitchell	13.80	655	9,039.00
Jeff St. Aubin	3.40	595	2,023.00
<b><u>PARAPROFESSIONAL</u></b>			
Lisa Gidari	1.80	380	684.00
Keziah Opoku-Frimpong	0.50	409	204.50
<b><u>STUDENT</u></b>			
Jake Schmidt	10.00	280	2,800.00
<b>TOTAL FEES (CAD):</b>	<b>105.50</b>		<b>65,142.50</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Mar-01-19	Sven C. Poysa	Multiple communications with J. Erickson, S. Ferguson and others regarding employee matters; reviewing same.	0.40
Mar-04-19	Justine Erickson	Reviewing title summary charts; reviewing supplier correspondence; attending to various title issues with suppliers; attending to email correspondence.	2.80
Mar-04-19	Sven C. Poysa	Follow-up regarding outstanding employee claims.	0.20
Mar-04-19	Tracy C. Sandler	Responding to emails; engaged with respect to mark-up of analysis chart.	1.50
Mar-05-19	Justine Erickson	Attending to numerous calls; reviewing lien issues with J. St. Aubin; reviewing revised PPSA searches with respect to CF Maier issue; reviewing and drafting inventory and title claims analysis; reviewing hedging contract issues; drafting outstanding issues list.	14.60
Mar-05-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; ordering and obtaining uncertified ON PPSA search; ordering PPSA certificate; exchanging emails with K. Opoku-Frimpong regarding UCC filings.	0.50

Mar-05-19	Timothy Mitchell	Discussing ownership of inventory with T. Sandler, S. Obal and J. Erickson; drafting chart summarizing legal interests in inventory; researching issues relating to title, priority of liens and equitable claims; reading leading texts and commentary; reviewing relevant legislation; drafting email summarizing findings.	7.80
Mar-05-19	Shelley W. Obal	Preparing charts and considering legal issues related to charts.	2.40
Mar-05-19	Keziah Opoku-Frimpong	Ordering and reviewing UCC search results.	0.30
Mar-05-19	Sven C. Poysa	Multiple communications regarding deduction from wages and outstanding employee claims.	0.60
Mar-05-19	Tracy C. Sandler	Engaged regarding matrix and various issues; telephone call with various creditor counsel and with U.S. counsel.	3.00
Mar-05-19	Jeff St. Aubin	Reviewing the lien claim of Jay Fencing Ltd. and the Section 39 information request of Ash Electrical against Erwin Hymer; preparing a summary for R. Gillott setting out the relevant background facts and issues [REDACTED].	2.90
Mar-06-19	Justine Erickson	Attending to numerous calls with respect to sale process, inventory ownership and supplier issues; reviewing revised PPSA searches with respect to CF Maier issue; reviewing and revising inventory and title claims analysis; attending call with Bank of the West; reviewing hedging contract issues; reviewing outstanding issues list with T. Sandler.	15.30
Mar-06-19	Lisa Gidari	Receiving and reviewing ON PPSA searches; reporting to J. Erickson.	0.30
Mar-06-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; conducting corporate searches; ordering Ontario PPSA searches.	0.50
Mar-06-19	Timothy Mitchell	Researching issues relating to title, priority of liens and equitable claims; reading leading texts and commentary; reviewing relevant legislation; drafting an email summarizing findings; participating on call with A. Hutchens, S. Ferguson, N. Fennema T. Sandler, and J. Erickson; discussing PPSA issues with T. Sandler, S. Obal, L. Mantello and J. Erickson.	3.30
Mar-06-19	Shelley W. Obal	Discussion with T. Mitchell regarding property issues; meeting regarding PPSA issues.	1.00
Mar-06-19	Keziah Opoku-Frimpong	Reviewing and sending UCC search results.	0.20

Mar-06-19	Tracy C. Sandler	Telephone discussions with Monitor; engaged on correspondence; engaged in discussions with respect to chassis issues; engaged with team with respect to questions regarding priorities; engaged on conference call; correspondence from counsel to TD in its capacity as Bustard financier.	4.00
Mar-07-19	Jeremy E. Dacks	Several discussions with T. Sandler concerning litigation and court approval issues.	0.50
Mar-07-19	Justine Erickson	Attending to numerous calls with respect to sale process, inventory ownership and supplier issues; reviewing CF Maier issue; reviewing and revising inventory and title claims analysis; reviewing lien issues; reviewing outstanding issues with T. Sandler.	6.20
Mar-07-19	Lisa Gidari	Receiving and reviewing three ON PPSA searches; reporting to J. Erickson.	0.50
Mar-07-19	Timothy Mitchell	Researching issues relating to repairer's and storer's liens; reading leading texts and commentary; reviewing relevant legislation; drafting an email summarizing findings.	2.70
Mar-07-19	Tracy C. Sandler	Email to L. Rogers with respect to chassis dealer issue; engaged reviewing letters and list of tasks and next steps; engaged with respect to opinion issues; engaged regarding matrix of claims; telephone call with Norton Rose.	4.50
Mar-07-19	Jake Schmidt	Reviewing file materials; discussing matter with T. Sandler; drafting outstanding matters list; reviewing applicability of Repair and Storage Lien Act to potential claims; assessing security held by suppliers.	5.00
Mar-07-19	Jeff St. Aubin	Office conference with R. Gillott to discuss findings of review; relaying findings to J. Erickson.	0.50
Mar-08-19	Jeremy E. Dacks	Preparing for and participating in conference call with client.	1.00
Mar-08-19	Justine Erickson	Reviewing and providing comments on sale process guidelines and outstanding issues list; attending update calls; reviewing loan and security documents; drafting security opinion; reviewing Mercedes demand letters; attending to various supplier correspondence.	9.20
Mar-08-19	Jake Schmidt	Revising outstanding matters list; attending client call with T. Sandler, J. Dacks and J. Erickson to discuss next steps; discussing security opinion and sales process with J. Erickson; drafting same.	5.00
Mar-09-19	Justine Erickson	Reviewing loan and security documents; drafting security opinion; attending to email correspondence.	3.80
Mar-10-19	Justine Erickson	Reviewing loan and security documents; drafting security opinion; attending to email correspondence.	3.00

Mar-10-19	Tracy C. Sandler	Reviewing and revising matrix; engaged with A&M; instructing J. Erickson; engaged with respect to sale process issues and engagement letter.	2.00
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<b>TOTAL HOURS:</b>	<b>105.50</b>
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**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<u>EXPENSES - TAXABLE</u>	
Printing Costs	141.15
<b>TOTAL (CAD):</b>	<b>141.15</b>



OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
 416.862.6666 facsimile

# OSLER

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

Invoice No.: 12262815  
 Date: March 21, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	149,082.20
REIMBURSABLE EXPENSES	2,329.05
HST @ 13%	19,683.46
<b>TOTAL (CAD):</b>	<b>171,094.71</b>

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 Calgary, Alberta T2P 4K8  
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Osler, Hoskin & Harcourt LLP  
 FINANCE & ACCOUNTING  
 (RECEIPTS)  
 1 First Canadian Place  
 PO BOX 50  
 Toronto, Ontario M5X 1B8  
 Canada

Invoice No.: 12262815  
 Client No.: 223017  
 Amount: 171,094.71 CAD

Email payment details to [payments@osler.com](mailto:payments@osler.com),  
 referencing invoice number(s) being paid.

Please return remittance advice(s) with  
 cheque.

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**FEE SUMMARY**

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	11.00	905	9,955.00
Andrew Herr	6.40	1,175	7,520.00
Lisa Mantello	1.00	865	865.00
Shelley W. Obal	4.00	1,045	4,180.00
Sven C. Poysa	4.10	800	3,280.00
Tracy C. Sandler	53.00	1,010	53,530.00
<b><u>ASSOCIATE</u></b>			
Miju Damodar	2.70	706	1,906.20
Justine Erickson	73.00	535	39,055.00
Clark P. Holden	7.00	505	3,535.00
Waleed Malik	11.30	535	6,045.50
Timothy Mitchell	4.50	655	2,947.50
<b><u>PARAPROFESSIONAL</u></b>			
Elizabeth E. Buchanan	2.60	245	637.00
Lisa Gidari	1.50	380	570.00
Julie Verconich	1.20	245	294.00
<b><u>STUDENT</u></b>			
Jake Schmidt	50.30	280	14,084.00
<b><u>CORPORATE SEARCHES FIXED FEES</u></b>			
Corporate Searches by Elizabeth E. Buchanan			378.00
<b><u>TRADEMARK SEARCHES</u></b>			
			300.00
<b>TOTAL FEES (CAD):</b>	<b>233.60</b>		<b>149,082.20</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Mar-08-19	Tracy C. Sandler	Engaged throughout the day regarding priorities issues, conference calls regarding sale process and court application, reviewing matrix, and engaged with counsel regarding lemon law issues.	3.50
Mar-09-19	Jake Schmidt	Reviewing PPSA registrations and outstanding agreements; assisting in drafting security opinion with J. Erickson.	4.20

Mar-11-19	Justine Erickson	Attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; drafting security and priority opinion; reviewing outstanding issues with T. Sandler.	13.80
Mar-11-19	Lisa Gidari	Exchanging emails and discussing file with J. Erickson and receiving instructions; reviewing corporate history; ordering Ontario PPSA searches; drafting and sending instructions to E. Buchanan and J. Verconich; exchanging emails with C. Holden regarding ordering CIPO searches.	1.50
Mar-11-19	Tracy C. Sandler	Meeting regarding security; attending various telephone calls with Receiver, counsel to Mercedes, and Blakes; reviewing lemon law correspondence, and engaged with T. Rehbok regarding same.	5.00
Mar-11-19	Jake Schmidt	Preparing draft consultant agreement; preparing draft consultant confidentiality agreement; reviewing outstanding security registrations; updating security opinion.	8.20
Mar-12-19	Corporate Searches by Elizabeth E. Buchanan	Receiving instructions from J. Erickson; conducting corporate profile search respecting Erwin Hymer Group North America, Inc. and Beaver Motors, Inc.; conducting name searches respecting two additional names; arranging to obtain copies of Pennsylvania charter documents respecting Beaver Motors, Inc. and reporting thereon.	
Mar-12-19	Jeremy E. Dacks	Attending meeting concerning court motion and litigation strategy; participating in conference call with client regarding same.	1.20
Mar-12-19	Justine Erickson	Attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	11.80
Mar-12-19	Andrew Herr	Call with T. Sandler, J. Dacks, J. Erickson; reviewing security opinion; discussions with J. Erickson, M. Damodar; reviewing EHG Chassis TD Security, EHG Chassis MBFS Security, UCC filings; revising and distributing opinions.	4.30
Mar-12-19	Clark P. Holden	Conducting IP owners searches.	1.00
Mar-12-19	Lisa Mantello	Telephone call with Blakes; telephone call with T. Sandler and S. Obal regarding PPSA analysis.	1.00
Mar-12-19	Timothy Mitchell	Researching issues relating to manufacturer's statements of origin; reading articles and commentary; reviewing relevant legislation; discussing issues with T. Sandler.	1.50
Mar-12-19	Shelley W. Obal	Holding conference telephone discussions regarding MSO issues; further considering same.	1.80

Mar-12-19	Sven C. Poysa	Multiple communications regarding various employee issues in proceedings; reviewing documents regarding same.	1.00
Mar-12-19	Tracy C. Sandler	Engaged all day on various issues, including sale process, process letter, title issues, Beaver and TD position regarding Beaver, and security opinion.	14.00
Mar-12-19	Jake Schmidt	Updating consultant confidentiality agreement; reviewing PPSA and Repair and Storage Lien Act registration requirements; discussing same with J. Erickson; drafting sale process; preparing draft form APA; attending call with T. Sandler, S. Ferguson and J. Erickson to discuss next steps.	8.60
Mar-12-19		Conducted CDNameSearch Canadian trademark owner name searches and Strategis Canadian copyright and industrial design owner name searches for: ERWIN HYMER GROUP NORTH AMERICA, INC., ROADTREK MOTORHOMES INC. and 2268848 ONTARIO INC.	
Mar-12-19	Julie Verconich	Receiving and reviewing Ontario PPSA searches; preparing PPSA summary; email to J. Erickson forwarding same.	1.20
Mar-13-19	Elizabeth E. Buchanan	Receiving instructions from J. Erickson; conducting New York corporate profile search respecting Erwin Hymer Group NA Chassis, Inc.; arranging to obtain copies of charter documents; conducting Bank Act, Official Receiver and Execution searches in Toronto and Waterloo Regions, and province-wide, respecting Erwin Hymer Group North America, Inc. and two predecessor names, and reporting thereon.	2.10
Mar-13-19	Miju Damodar	Reviewing background documents; telephone conversation with J. Erickson and A. Herr; incorporating changes to the opinion.	1.50
Mar-13-19	Justine Erickson	Attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	7.80
Mar-13-19	Andrew Herr	Reviewing UCC searches; revising and distributing security review opinion; discussions with M. Damodar regarding UCC search summary, U.S. IP lien perfection, statutory liens.	2.10
Mar-13-19	Clark P. Holden	Reviewing search results; drafting memorandum summarizing search results; sending memorandum and search results to J. Erickson.	3.00
Mar-13-19	Waleed Malik	Reviewing draft Receiver's Report and sale process description; preparing notice of motion for sale approval motion.	2.80
Mar-13-19	Shelley W. Obal	Discussion with T. Sandler regarding MSOs.	0.30

Mar-13-19	Sven C. Poysa	Follow-up regarding employee claim; reviewing documentation.	0.70
Mar-13-19	Tracy C. Sandler	Engaged regarding security opinion; engaged with counsel to TD and suppliers; engaged with S. Ferguson; reviewing updates from Blakes.	4.50
Mar-13-19	Jake Schmidt	Summarizing PPSA registrations; drafting security opinion; updating workflow chart.	3.70
Mar-13-19		Conducted CDNameSearch USA trademark owner name searches and USA Library of Congress copyright owner name searches for: ERWIN HYMER GROUP NORTH AMERICA, INC., ERWIN HYMER GROUP NA., ROADTREK MOTORHOMES INC. and 2268848 ONTARIO INC.	
Mar-14-19	Miju Damodar	Reviewing UCC search results; summarizing for same the opinion; telephone conversation with J. Erickson regarding IP security and perfection.	1.20
Mar-14-19	Justine Erickson	Attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; researching, reviewing and discussing Wells Fargo issue; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	9.40
Mar-14-19	Clark P. Holden	Conducting supplemental IP owners searches in U.S.; reviewing search results; drafting memorandum summarizing search results; sending memorandum and search results to J. Erickson.	3.00
Mar-14-19	Waleed Malik	Reviewing texts and case law on receivership sale process to identify any necessary changes for motion materials; reviewing updated sale process; updating draft notice of motion.	2.00
Mar-14-19	Timothy Mitchell	Researching issues relating to manufacturer's statements of origin; reading articles and commentary; reviewing relevant legislation; discussing issue with S. Obal; drafting email summarizing findings.	3.00
Mar-14-19	Shelley W. Obal	Discussions with T. Sandler and J. Erickson regarding Thor issues.	1.90
Mar-14-19	Sven C. Poysa	Reviewing communications; considering strategy; drafting letter to employee counsel.	1.80
Mar-14-19	Tracy C. Sandler	Engaged with respect to ongoing issues regarding security opinion, Wells Fargo, and related matters, and engaged on numerous telephone discussions regarding same.	6.00
Mar-14-19	Jake Schmidt	Preparing draft APA; drafting sale process letter; updating security opinion and workflow chart.	4.90

Mar-15-19	Elizabeth E. Buchanan	Receiving instructions from J. Erickson; obtaining New York copies of charter documents respecting Erwin Hymer Group NA Chassis, Inc. and reporting thereon.	0.50
Mar-15-19	Justine Erickson	Attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	3.20
Mar-15-19	Waleed Malik	Participating in update call; updating notice of motion for sale approval motion; reviewing and providing comments on draft report for sale approval motion; drafting letter on failure to test breaks; preparing draft order for sale approval motion.	6.50
Mar-15-19	Sven C. Poysa	Reviewing emails on employee issues; discussing same with T Sandler.	0.60
Mar-15-19	Tracy C. Sandler	Engaged with respect to title, and opinion and report regarding same; engaged regarding brakes issues; engaged regarding lemon law litigation and creditor claims; engaged with respect to Wells Fargo issues; telephone discussions with Receiver.	5.00
Mar-15-19	Jake Schmidt	Finalizing inventory flowchart; revising security opinion.	4.40
Mar-16-19	Jeremy E. Dacks	Discussions with T. Sandler concerning court report and court motion; drafting and reviewing correspondence regarding same.	0.80
Mar-16-19	Justine Erickson	Revising First Report of the Receiver; reviewing security and loan documentation; revising security opinion; attending to email correspondence.	14.20
Mar-16-19	Tracy C. Sandler	Engaged reviewing and commenting on draft Receiver's Report; engaged with respect to issues regarding same; instructing team.	5.00
Mar-16-19	Jake Schmidt	Updating registrations in security opinion; revising the same; preparing draft APA.	6.50
Mar-17-19	Jeremy E. Dacks	Drafting and reviewing correspondence concerning Receiver's Report and court motion; several discussions with T. Sandler; reviewing and providing suggested revisions to draft Receiver's Report; attending internal meeting to review and revise Receiver's Report.	9.00
Mar-17-19	Justine Erickson	Revising First Report of the Receiver; reviewing security and loan documentation; revising security opinion; attending to email correspondence.	12.80
Mar-17-19	Tracy C. Sandler	Engaged throughout the day with respect to draft Receiver's Report and issues regarding same.	10.00

Mar-17-19	Jake Schmidt	Updating security opinion; revising First Report of the Receiver with T. Sandler, J. Dacks and J. Erickson; drafting APA.	9.80
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<b>TOTAL HOURS:</b>			<b>233.60</b>
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**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b><u>EXPENSES - TAXABLE</u></b>	
Courier Expenses	6.00
Printing Costs	275.55
Telecommunications Charges	6.30
Agent's Fees & Expenses	974.29
OnCorp Fees for Searches/Certificates/Filings	1,066.91
<b>TOTAL (CAD):</b>	<b>2,329.05</b>

OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
 416.862.6666 facsimile

# OSLER

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

Invoice No.: 12263262  
 Date: March 28, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	76,738.20
REIMBURSABLE EXPENSES	507.70
HST @ 13%	10,041.97
<b>TOTAL (CAD):</b>	<b>87,287.87</b>

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 (RECEIPTS)  
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 PO BOX 50  
 Toronto, Ontario M5X 1B8  
 Canada

Please return remittance advice(s) with  
 cheque.

Invoice No.: 12263262  
 Client No.: 223017  
 Amount: 87,287.87 CAD

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**FEE SUMMARY**

NAME	HRS	RATE	FEE\$
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	11.20	905	10,136.00
Roger Gillott	0.30	905	271.50
Shelley W. Obal	1.00	1,045	1,045.00
Tracy C. Sandler	26.50	1,010	26,765.00
Lauren M. Tomasich	2.00	750	1,500.00
<b><u>ASSOCIATE</u></b>			
Miju Damodar	1.70	706	1,200.20
Justine Erickson	41.70	535	22,309.50
Waleed Malik	8.10	535	4,333.50
<b><u>PARAPROFESSIONAL</u></b>			
Lisa Gidari	0.70	380	266.00
Kevin MacEachern	0.50	190	95.00
Julie Verconich	1.30	245	318.50
<b><u>STUDENT</u></b>			
Jake Schmidt	29.60	280	8,288.00
<b><u>CORPORATE SEARCHES FIXED FEES</u></b>			
Corporate Searches by Elizabeth E. Buchanan			210.00
<b>TOTAL FEES (CAD):</b>	<b>124.60</b>		<b>76,738.20</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Mar-07-19	Roger Gillott	Office conference with J. St. Aubin regarding [REDACTED]	0.30
Mar-18-19	Jeremy E. Dacks	Reviewing and revising draft Receiver's Report; attending internal and client discussions concerning Receiver's Report, court hearing and litigation issues; discussions with counsel for Corner Flag regarding same; reviewing and providing suggested revisions to draft notice of motion and order.	2.20
Mar-18-19	Miju Damodar	Reviewing US and Canadian IP search results received and new UCC searches received; corresponding with J. Erickson regarding same.	1.20

Mar-18-19	Justine Erickson	Revising draft report; reviewing and providing comments on draft motion materials; attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	9.10
Mar-18-19	Waleed Malik	Meeting with T. Sandler to review comments on notice of motion and draft order; updating draft notice of motion and order per comments receiver; updating draft notice of motion per changes to draft report.	2.00
Mar-18-19	Waleed Malik	Team meeting to discuss status of materials and dates; updating motion materials as per Blakes' comments and updates to report; updating service list.	2.30
Mar-18-19	Shelley W. Obal	Reviewing Receiver's Report.	1.00
Mar-18-19	Tracy C. Sandler	Engaged with A&M regarding Receiver's Report; engaged with respect to product certification issue; engaged with Blakes.	4.00
Mar-18-19	Jake Schmidt	Preparing draft APA; researching requirements for perfection of security under the PPSA and RSLA for J. Erickson; attending meeting to discuss Receiver's Report with T. Sandler, J. Dacks and J. Erickson.	8.20
Mar-18-19	Lauren M. Tomasich	Reviewing correspondence in respect of trailer defect issue; revising letter in respect of same; meeting with T. Sandler in respect of same.	2.00
Mar-18-19	Julie Verconich	Preparing non-PPSA search summary; discussion with E. Buchanan regarding file; forwarding search summary to J. Erickson.	1.30
Mar-19-19	Jeremy E. Dacks	Drafting and reviewing correspondence concerning court and litigation issues; participating in internal discussions regarding same; reviewing suggested revisions to draft Receiver's Report provided by counsel to Corner Flag.	1.20
Mar-19-19	Justine Erickson	Revising draft Receiver's Report; reviewing and providing comments on draft motion materials; attending to numerous calls and correspondence with respect to sale process, inventory ownership and supplier issues; reviewing and revising inventory and title claims analysis; reviewing loan and security documentation; revising draft security and priority opinion; reviewing outstanding issues with T. Sandler.	4.70
Mar-19-19	Lisa Gidari	Exchanging emails and discussing file with C. Holden and J. Erickson; reviewing CIPO searches and summary; organizing files and searches; discussing searches with E. Buchanan.	0.70
Mar-19-19	Waleed Malik	Updating main service list; creating supplemental service list; communications with J. Erikson regarding issues in service list.	2.30

Mar-19-19	Tracy C. Sandler	Telephone calls with Receiver; email from Blakes; instructing J. Erickson; engaged regarding lemon law arbitrator; engaged with creditor counsel.	2.00
Mar-19-19	Jake Schmidt	Preparing draft APA; discussing whether to inform third party dealers of proceedings; preparing for same; updating workstreams chart and inventory flowchart; discussing same with J. Erickson.	9.30
Mar-20-19	Jeremy E. Dacks	Reviewing suggested revisions to draft Receiver's Report and attending meeting with client to review and revise same; reviewing and drafting correspondence concerning finalization of Receiver's Report and court hearing; reviewing revised Receiver's Report and related court materials.	3.80
Mar-20-19	Justine Erickson	Revising draft Receiver's Report; having multiple discussions with various stakeholders; reviewing C.F. Maier documentation; preparing materials for service; reviewing PPSA registrations; drafting security opinion; attending to email correspondence.	11.20
Mar-20-19	Waleed Malik	Finalizing and compiling motion materials; arranging for service and filing of materials; arranging for preparing copies for team members.	1.50
Mar-20-19	Tracy C. Sandler	Engaged finalizing Receiver's Report; engaged with respect to comments from Blakes; meeting with A. Hutchens; engaged regarding lemon law litigation; telephone discussion with Mercedes; email from V. Gauthier regarding issue for EHG SE; email with S. Ferguson regarding same; responding to V. Gauthier.	7.00
Mar-20-19	Jake Schmidt	Preparing draft APA for A. Lockhart; summarizing current facts of the file for same; reviewing APA precedent with S. Stidwill; reviewing dealers list and providing contact information for same for J. Erickson; discussing information letter and email for RV dealers to inform them of proceedings with J. Erickson.	11.30
Mar-21-19	Justine Erickson	Reviewing liquidation bid email; revising service list; reviewing correspondence from multiple suppliers and dealers; reviewing PPSA and UCC searches; revising draft security opinion; drafting priority memorandum; attending to email correspondence.	7.50
Mar-21-19	Kevin MacEachern	Attending at Commercial Court; filing motion record.	0.50
Mar-21-19	Tracy C. Sandler	Engaged throughout the day with respect to sale process and related issues; engaged with respect to security opinion; responding to various creditor issues ; telephone calls with Receiver; engaged regarding APA issues; telephone calls and email correspondence regarding same.	6.00
Mar-21-19	Jake Schmidt	Revising inventory and chassis flowchart for Court reference.	0.80

Mar-22-19	Corporate Searches by Elizabeth E. Buchanan	Receiving instructions from J. Erickson; conducting New York corporate history respecting Erwin Hymer Group NA Chassis, Inc., and reporting thereon.	
Mar-22-19	Miju Damodar	Telephone conversation with J. Erickson regarding multi-jurisdictional opinions and perfection issues; suggesting proposed language for opinion.	0.50
Mar-22-19	Justine Erickson	Attending to call with counsel to Bustard and TD; reviewing loan and security documentation; reviewing PPSA and UCC search results; revising draft security opinion; drafting priority memorandum; reviewing outstanding issues with J. Schmidt; attending to email correspondence.	6.60
Mar-22-19	Tracy C. Sandler	Engaged on telephone call with TD Capital; engaged thereafter with A&M regarding same; engaged on telephone call with J. Gertz; letter to Beatty Myers; telephone discussion with A. Hutchens; engaged reviewing and responding to lemon law arbitration administrator.	7.00
Mar-24-19	Jeremy E. Dacks	Preparing oral submissions for March 27 court hearing.	4.00
Mar-24-19	Justine Erickson	Reviewing Bustard and Listowel GSA, PPSA registrations and correspondence; drafting release agreement; reviewing draft correspondence with respect to Bustard transaction; reviewing APIP; attending to email correspondence.	2.60
Mar-24-19	Tracy C. Sandler	Engaged with respect to security opinion; engaged responding to Receiver; engaged regarding emails from TD and draft release.	0.50

**TOTAL HOURS:**

**124.60**

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<b>EXPENSES - TAXABLE</b>	
Meal Expenses	121.71
Printing Costs	348.90
Special Supplies Costs	15.64
Execution Search	21.45
<b>TOTAL (CAD):</b>	<b>507.70</b>

OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
 416.862.6666 facsimile

# OSLER

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

Invoice No.: 12272587  
 Date: April 11, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	106,682.00
REIMBURSABLE EXPENSES	681.20
HST @ 13%	13,957.22
<b>TOTAL (CAD):</b>	<b>121,320.42</b>

### PAYMENT DUE UPON RECEIPT



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Invoice No.: 12272587  
 Client No.: 223017  
 Amount: 121,320.42 CAD

osler.com

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Jeremy E. Dacks	9.10	905	8,235.50
Lynne Lacoursiere	0.40	955	382.00
Kelly L. Moffatt	1.40	945	1,323.00
Ryan H. Nielsen	1.00	750	750.00
Sven C. Poysa	5.00	800	4,000.00
Tracy C. Sandler	50.80	1,010	51,308.00
Greg Wylie	2.70	1,035	2,794.50
<u>ASSOCIATE</u>			
Justine Erickson	22.00	535	11,770.00
Waleed Malik	0.40	535	214.00
Jonathan Marin	2.40	665	1,596.00
Melanie Simon	3.70	495	1,831.50
<u>PARAPROFESSIONAL</u>			
Kevin MacEachern	0.50	190	95.00
Julie Verconich	0.50	245	122.50
<u>COUNSEL</u>			
Andréa M. Lockhart	31.80	700	22,260.00
<b>TOTAL FEES (CAD):</b>	<b>131.70</b>		<b>106,682.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Mar-25-19	Justine Erickson	Revising draft release agreement; reviewing and providing comments on draft APIP; reviewing and revising security opinion and priority memorandum; attending to email correspondence.	8.60
Mar-25-19	Tracy C. Sandler	Engaged regarding security opinion and priority memorandum; engaged with respect to APIP; engaged regarding release transaction with TD, Bustard, et al.; reviewing insurance form.	6.00
Mar-26-19	Jeremy E. Dacks	Reviewing and revising oral submissions for tomorrow's motion; reviewing further letter from counsel for KS2 and participating in conference call regarding same; drafting supplementary oral submissions for court hearing.	3.50

Mar-26-19	Justine Erickson	Revising draft release agreement to reflect comments received; drafting email to file regarding TD-Bustard guarantee; reviewing and providing comments on draft APIP; reviewing correspondence submitted by Norton Rose and KS2; discussing background of file and outstanding issues with T. Sandler and A. Lockhart; reviewing and revising security opinion; attending to email correspondence.	7.40
Mar-26-19	Andréa M. Lockhart	Meeting with T. Sandler and J. Erickson for file background; reviewing Application Record and Motion Record returnable March 27, 2019.	2.90
Mar-26-19	Waleed Malik	Preparing revised draft orders for motion; updating service list.	0.40
Mar-26-19	Sven C. Poysa	Follow-up regarding employee claims.	0.50
Mar-26-19	Tracy C. Sandler	Engaged all day, including reviewing motion materials, status update; release of RVs, security opinion, priority and creditor claims, letter from counsel for certain unsecured creditors, telephone calls with Norton Rose, with Blakes, and with counsel to TD, sale process for liquidation bids, and engaging with Receiver.	8.00
Mar-27-19	Jeremy E. Dacks	Preparing for and attending sales process motion before Justice Penny; drafting and reviewing correspondence regarding same.	4.50
Mar-27-19	Justine Erickson	Reviewing and revising release agreement; attending to email correspondence.	4.20
Mar-27-19	Andréa M. Lockhart	Reviewing background materials; conferencing with T. Sandler and S. Ferguson regarding APA; drafting same.	3.40
Mar-27-19	Sven C. Poysa	Follow-up regarding D. Manoloff claim and options.	0.50
Mar-27-19	Tracy C. Sandler	Engaged at Court attendance; engaged with respect to liquidator offer process; engaged regarding release of chassis to Bustard and Listowel and TD; reviewing cooperation agreement; reviewing revised final form of APIP from A. Hutchens; reviewing revised release and final revisions from S. Ferguson.	8.00
Mar-28-19	Jeremy E. Dacks	Reviewing Reasons for Judgment of Justice Penny and drafting and reviewing correspondence regarding same; reviewing and providing suggested revisions to draft letter regarding OSB inquiry.	0.80
Mar-28-19	Andréa M. Lockhart	Reviewing cooperation agreement and information relating to IP licensing; drafting APA; reviewing data room contents.	5.10
Mar-28-19	Kevin MacEachern	Attending at Commercial Court; issuing and entering order.	0.50
Mar-28-19	Sven C. Poysa	Discussing employee claim; follow-up regarding same.	0.70

Mar-28-19	Tracy C. Sandler	Engaged regarding Manoloff issue; engaged regarding letter to OSB; telephone call with Blakes regarding same; engaged regarding release agreement; engaged with respect to creditor issues; engaged regarding sale process issues and APA; engaged with respect to lemon law correspondence, and litigation correspondence.	5.00
Mar-29-19	Jeremy E. Dacks	Reviewing correspondence from counsel for unsecured creditors and drafting correspondence regarding same.	0.30
Mar-29-19	Lynne Lacoursiere	Conference with S. Poysa and M. Simon regarding employee termination in Indiana; identifying precedent release agreement.	0.40
Mar-29-19	Andréa M. Lockhart	Revising APA; discussions with J. Marin and S. Poysa regarding same; correspondence with T. Sandler regarding same; reviewing final release agreement with Bustard and Listowel.	4.90
Mar-29-19	Jonathan Marin	Discussing file background with S. Poysa and A. Lockhart; reviewing and commenting on draft APA.	2.40
Mar-29-19	Kelly L. Moffatt	Preliminary review of materials regarding IP licence.	0.20
Mar-29-19	Sven C. Poysa	Multiple communications regarding employee claim; multiple communications regarding APA and other employee issues.	3.30
Mar-29-19	Tracy C. Sandler	Engaged regarding APA; engaged regarding release; engaged in telephone discussion regarding same.	3.00
Mar-29-19	Melanie Simon	Drafting minutes of settlement.	3.70
Mar-30-19	Justine Erickson	Reviewing IP termination agreements; attending to email correspondence.	0.60
Mar-31-19	Andréa M. Lockhart	Revising APA to reflect comments from T. Sandler; correspondence with T. Sandler regarding same; correspondence with A&M regarding same.	1.00
Mar-31-19	Ryan H. Nielsen	Reviewing draft form of APA and commenting on same.	1.00
Apr-01-19	Justine Erickson	Reviewing and providing comments on priorities memorandum; attending to email correspondence.	1.20
Apr-01-19	Andréa M. Lockhart	Conferencing with S. Ferguson regarding release agreement; reviewing comments from R. Nielsen on draft APA; conferencing with J. Verconich regarding PPSA search relating to CF Maier PPSA registration; meeting with T. Sandler to discuss same; instructions to J. Lau regarding same; preparing schedules to security opinion; reviewing loan and security documents.	3.10



Apr-01-19	Kelly L. Moffatt	Reviewing IP licences and related correspondence; discussion with T. Sandler and S. Obal regarding status of licences, ability to transfer same and run off licence.	1.20
Apr-01-19	Tracy C. Sandler	Finalizing security opinion; drafting priorities memorandum; engaged with respect to APA; engaged regarding IP issues; engaged with respect to CF Maier.	4.00
Apr-01-19	Julie Verconich	Telephone discussion with A. Lockhart; ordering uncertified Ontario PPSA search; receiving and reviewing same; forwarding to A. Lockhart.	0.50
Apr-01-19	Greg Wylie	Reviewing and providing comments on APA.	2.60
Apr-02-19	Andréa M. Lockhart	Drafting sale process clarification letter; revising APA to reflect comments from G. Wylie; attending meeting with T. Sandler and S. Ferguson to discuss APA; meeting with T. Sandler for update regarding CF Maier; revising APA further to meeting with T. Sandler and S. Ferguson; correspondence with Blakes regarding same.	5.80
Apr-02-19	Tracy C. Sandler	Engaged with respect to priorities memorandum; engaged regarding APA template; reviewing creditor letter (KS2) demanding information, and considering same; engaged with counsel to Corner Flag; telephone call with counsel for Bank of the West.	7.50
Apr-02-19	Greg Wylie	Reviewing APA and providing comments.	0.10
Apr-03-19	Andréa M. Lockhart	Reporting email to S. Ferguson regarding CF Maier PPSA registration; conferencing with S. Ferguson regarding CF Maier; instructions to J. Lau regarding same; reviewing draft letter prepared by J. Lau; conferencing with J. Lau regarding same; comments on same; drafting letter to DS Lawyers regarding 30 day goods claims; finalizing same per comments received from T. Sandler and S. Ferguson; attending status call with Blakes, Osler and A&M personnel.	2.60
Apr-03-19	Tracy C. Sandler	Conference call with Blakes; reviewing materials regarding sale process; engaged regarding KS2 letter; engaged regarding 30 day goods; drafting letter in response to correspondence; engaged regarding Fastbacks.	3.00
Apr-04-19	Andréa M. Lockhart	Reviewing draft letter to Fellfab; reviewing LOI from [REDACTED]; meeting with T. Sandler to discuss CF Maier letter; correspondence with S. Ferguson regarding same; returning phone call to dealer; reviewing correspondence from Dentons regarding return of raw chassis to MBFS US; comments on letter to J. Fogarty; reviewing summary of LOIs circulated by S. Ferguson.	2.20

Apr-04-19	Tracy C. Sandler	Engaged with respect to memorandum regarding priorities; engaged regarding letter to J. Fogarty and sending same in draft to A&M; engaged regarding CF Maier claim; engaged reviewing letter from Corner Flag; telephone call with J. Gertz regarding U.S. jeeps; engaged with A. Hutchens regarding same.	3.00
Apr-05-19	Andréa M. Lockhart	Reviewing correspondence; update call with Osler and A&M personnel regarding sales process and next steps; drafting term sheet extension.	0.80
Apr-05-19	Tracy C. Sandler	Reviewing summary of LOIs; drafting letter J. Fogarty and engaged with A&M and L. Rogers regarding same; telephone call regarding sale process LOIs received; telephone call regarding timeline.	2.00
Apr-07-19	Tracy C. Sandler	Reviewing timeline; commenting on same; engaged in conference call with team to prepare for telephone discussion with Corner Flag; telephone call with L. Rogers.	1.30
<b>TOTAL HOURS:</b>			<b>131.70</b>

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Meal Expenses	84.60
Printing Costs	571.50
Telecommunications Charges	2.10
OnCorp Fees for Searches/Certificates/Filings	23.00
<b>TOTAL (CAD):</b>	<b>681.20</b>

OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
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 CANADA  
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OSLER

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

Invoice No.: 12273347  
 Date: April 30, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	146,739.00
REIMBURSABLE EXPENSES	769.61
HST @ 13%	19,176.12
<b>TOTAL (CAD):</b>	<b>166,684.73</b>

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Invoice No.: 12273347  
 Client No.: 223017  
 Amount: 166,684.73 CAD

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 cheque.

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**FEE SUMMARY**

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	5.60	905	5,068.00
Ryan H. Nielsen	3.00	750	2,250.00
Sven C. Poysa	3.00	800	2,400.00
Tracy C. Sandler	63.50	1,010	64,135.00
Lauren M. Tomasich	2.80	750	2,100.00
Greg Wylie	3.70	1,035	3,829.50
<b><u>ASSOCIATE</u></b>			
Allison Di Cesare	0.90	600	540.00
Justine Erickson	82.80	535	44,298.00
Jonathan Marin	1.90	665	1,263.50
<b><u>PARAPROFESSIONAL</u></b>			
Lorna Storm	1.10	250	275.00
<b><u>COUNSEL</u></b>			
Andréa M. Lockhart	23.40	700	16,380.00
<b><u>STUDENT</u></b>			
Jonathan Lau	15.00	280	4,200.00
<b>TOTAL FEES (CAD):</b>	<b>206.70</b>		<b>146,739.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Apr-01-19	Jonathan Lau	Conducting research and analysis into PPSA matters.	3.00
Apr-01-19	Sven C. Poysa	Drafting and revising minutes of settlement for [REDACTED] claim; considering issues relating to same and follow-up with T. Sandler and L. Benson.	1.90
Apr-02-19	Sven C. Poysa	Multiple communications regarding settlement and other employee issues.	0.90
Apr-03-19	Jonathan Lau	Drafting letter in response to creditor inquiry.	4.50
Apr-08-19	Jeremy E. Dacks	Meeting with T. Sandler to discuss sale process and next steps; reviewing correspondence regarding same.	0.80
Apr-08-19	Jonathan Lau	Reviewing documentation.	2.00

Apr-08-19	Andréa M. Lockhart	Correspondence with A&M regarding term sheet extension; attending conference call with A&M, Blakes, Osler and Corner Flag representatives; providing comments on Rapido LOI to T. Sandler.	1.50
Apr-08-19	Tracy C. Sandler	Engaged with respect to sale process update; engaged regarding LOI, APA and priorities issues.	4.00
Apr-09-19	Jeremy E. Dacks	Meeting with T. Sandler [REDACTED]; reviewing summary regarding same.	0.60
Apr-09-19	Justine Erickson	Revising priorities memorandum; reviewing bid summary; reviewing comments on LOI; reviewing draft APA; attending to email correspondence.	6.80
Apr-09-19	Jonathan Lau	Preparing notes in relation to meeting at A&M.	2.00
Apr-09-19	Jonathan Lau	Attending meeting at A&M.	3.50
Apr-09-19	Andréa M. Lockhart	Reviewing comments from L. Rogers on letter to DS Lawyers; revising same; attending to service of same; reviewing markup of Rapido LOI; discussing exclusivity clause with T. Sandler and S. Ferguson; revising Rapido LOI to reflect same; reviewing comments from G. Wylie on Rapido LOI; revising Rapido LOI to reflect same; reviewing comments from L. Rogers; revising Rapido LOI to reflect same; conferencing with T. Sandler and S. Ferguson regarding same; further revisions to same.	2.70
Apr-09-19	Tracy C. Sandler	Attending meeting with A&M regarding LOI revisions; attending meeting with A&M [REDACTED]; engaged regarding APA; engaged regarding priorities issues; engaged with respect to LOI.	4.00
Apr-09-19	Greg Wylie	Reviewing LOI and providing tax comments.	1.60
Apr-10-19	Jeremy E. Dacks	Participating in several internal meetings concerning sales process, [REDACTED], litigation issues and next steps; reviewing correspondence regarding same.	1.20
Apr-10-19	Justine Erickson	Meeting with T. Sandler and J. Dacks to discuss [REDACTED]; meeting with A. Lockhart to discuss sale process issues; reviewing Cooperation Agreement and correspondence relating to EHG SE letter; reviewing MBFS US information requests; reviewing Bank of the West complaint; reviewing FELLFAB letter; [REDACTED]; updating outstanding matters list; attending to email correspondence.	7.00
Apr-10-19	Andréa M. Lockhart	Reviewing comments from Corner Flag on Rapido LOI; update meeting with J. Erickson regarding file matters.	0.40
Apr-10-19	Sven C. Poysa	Follow-up regarding minutes of settlement.	0.20

Apr-10-19	Tracy C. Sandler	Engaged with respect to APA issues and LOI; engaged regarding creditor issues.	4.50
Apr-10-19	Greg Wylie	Reviewing LOI and providing tax comments.	0.50
Apr-11-19	Jeremy E. Dacks	Discussions with T. Sandler; reviewing correspondence concerning sale transaction and litigation issues; reviewing correspondence concerning axle issue.	0.50
Apr-11-19	Justine Erickson	Attending status update call; discussing various outstanding issues with T. Sandler; revising outstanding issues list; revising draft power of attorney for MBFS US; drafting release agreement for MBFS US; discussing employee issue with L. Benson; revising receiver terms and conditions of sale; reviewing revised LOI; reviewing and revising priorities memorandum; reviewing Bank of the West information; attending to email correspondence.	5.20
Apr-11-19	Andréa M. Lockhart	Reviewing updated workstreams document circulated by J. Erickson; providing comments on same; attending update call with Corner Flag; follow-up call with S. Ferguson, T. Sandler and J. Erickson; correspondence with Blakes regarding APA and Rapido LOI; voicemail to L. Rogers regarding term sheet extension; drafting term sheet extension; reviewing comments from Cassels on Rapido LOI; discussing same with T. Sandler and S. Ferguson; conferencing with M. Mercier and S. Ferguson regarding same; further revisions to same; correspondence regarding same.	4.10
Apr-11-19	Tracy C. Sandler	Engaged with respect to sale process update; engaged regarding APA and LOI; engaged regarding various creditor issues; engaged with respect to priorities issues; engaged regarding US Jeeps issues; engaged regarding tax liability issues and solutions; engaged with respect to brake axle issue; engaged with respect to funding analysis regarding US funds transfer; reviewing workstreams document regarding outstanding issues; reviewing APA comments from Blakes; reviewing Rapido comments; reviewing CRA correspondence.	7.00
Apr-11-19	Greg Wylie	Attending on email correspondence.	0.20
Apr-12-19	Justine Erickson	Attending calls with counsel to MBFS US to discuss power of attorney and next steps for return of goods; revising draft power of attorney for MBFS US; drafting release agreement for MBFS US; drafting employee letter for L. Benson; reviewing response to Norton Rose letter; revising Receiver terms and conditions of sale; reviewing final LOI; attending to email correspondence.	4.40
Apr-12-19	Andréa M. Lockhart	Drafting APA to reflect Rapido LOI; correspondence with Osler personnel regarding same.	4.80

Apr-12-19	Tracy C. Sandler	Instructing team; reviewing email correspondence; engaged with respect to LOI and finalizing same; engaged regarding priorities memorandum; reviewing emails from MBFS counsel; email correspondence regarding cash flowing to US.	3.50
Apr-15-19	Jeremy E. Dacks	Reviewing Rapido LOI and considering litigation and court approval issues; reviewing priority opinion and considering litigation issues.	1.50
Apr-15-19	Justine Erickson	Drafting letter to [REDACTED]; drafting release agreement and power of attorney for MBFS US; attending status update meeting; attending to email correspondence.	4.50
Apr-15-19	Andréa M. Lockhart	Revising APA to reflect Rapido LOI.	4.70
Apr-15-19	Jonathan Marin	Reviewing and commenting on revised APA to reflect Rapido LOI; call with A. Lockhart concerning same.	1.50
Apr-15-19	Ryan H. Nielsen	Reviewing LOI and APA.	1.00
Apr-15-19	Tracy C. Sandler	Reviewing email correspondence; telephone call with M. Gotlieb and German counsel; telephone discussion with A. Hutchens; telephone discussion with A. Shalviri.	1.50
Apr-16-19	Allison Di Cesare	Email correspondence with S. Poysa and others; meeting with S. Poysa; telephone conversation with A. Lockhart; reviewing and revising APA.	0.90
Apr-16-19	Justine Erickson	Updating workstreams list; drafting release agreement for Olathe Ford; attending to third party supplier/vendor issues including Bank of the West [REDACTED]; attending status update meeting; attending meeting regarding US issues with Blakes; attending to email correspondence.	8.20
Apr-16-19	Andréa M. Lockhart	Providing comments on release agreement with MBFS US to J. Erickson; attending workstreams update call with T. Sandler, J. Erickson and A&M representatives; drafting term sheet extension; correspondence with A&M regarding same.	1.50
Apr-16-19	Jonathan Marin	Call with S. Poysa, A. Di Cesare and A. Lockhart concerning employment/benefit provisions of the APA; reviewing and revising same.	0.40
Apr-16-19	Tracy C. Sandler	Engaged with respect to review of US funding; engaged regarding NDA [REDACTED]; engaged regarding US Jeeps issues; engaged with respect to RCD Sales complaint; engaged regarding MBFS; meeting with Blakes personnel, and engaged in follow-up thereafter.	6.00

Apr-17-19	Justine Erickson	Revising draft release agreement for Olathe Ford; attending to third party supplier/vendor issues including MBFS US and Bank of the West; drafting correspondence to [REDACTED]; attending call regarding short term US cash requirements; drafting response to Norton Rose; attending to email correspondence.	9.80
Apr-17-19	Andréa M. Lockhart	Providing comments on the Olathe Ford release to J. Erickson; reviewing updated cash flow forecast; reviewing pension and labour comments on draft APA.	1.20
Apr-17-19	Ryan H. Nielsen	Reviewing title and construction liens; revising APA and discussing same.	1.00
Apr-17-19	Tracy C. Sandler	Engaged with Blakes regarding US Jeeps; engaged regarding next steps for same; engaged regarding real estate comments with respect to APA.	2.00
Apr-17-19	Lorna Storm	Conducting search to obtain MPAC legal description reports for 20 Tyler Street, Cambridge and 40 Southgate Drive, Guelph; conducting search to obtain current parcel registers; obtaining copies of construction liens; reporting to R. Nielsen.	1.10
Apr-17-19	Greg Wylie	Reviewing APA issues.	1.10
Apr-18-19	Justine Erickson	Drafting response letter to Norton Rose; drafting response letters to RCD Sales and Bank of the West; drafting release agreement and power of attorney for MBFS US; attending to third party supplier/vendor issues including MBFS US and Bank of the West; attending to review of construction liens; attending to email correspondence.	7.60
Apr-18-19	Andréa M. Lockhart	Revising APA to reflect comments from T. Sandler, G. Wylie and R. Nielsen; meeting with G. Wylie to discuss same; conferencing with J. Erickson regarding same; conferencing with T. Sandler and S. Ferguson regarding same; correspondence with S. Ferguson regarding same.	2.50
Apr-18-19	Tracy C. Sandler	Engaged with respect to MBFS and MSO issues; engaged regarding APA; further engaged with A. Lockhart regarding APA issues; further email correspondence regarding MBFS and MSO; letter from J. Fogarty; drafting release and power of attorney; message from L. Rogers regarding J. Fogarty and distribution issues.	5.50
Apr-18-19	Greg Wylie	Attending on follow-up on APA matters.	0.30
Apr-19-19	Justine Erickson	Revising draft letter to RCD Sales; revising and sending response to Bank of the West; attending to email correspondence.	0.60
Apr-21-19	Tracy C. Sandler	Reviewing outstanding matters list.	0.50



Apr-22-19	Justine Erickson	Finalizing response letter to RCD Sales; revising draft response letter to Norton Rose; reviewing priorities memorandum; drafting NDA [REDACTED]; finalizing release agreement and power of attorney for MBFS US; attending to third party supplier/vendor issues; attending to review of construction liens; attending to email correspondence.	7.80
Apr-22-19	Tracy C. Sandler	Engaged with respect to MBFS issues; engaged regarding APA; engaged regarding US Jeeps issues.	4.00
Apr-23-19	Justine Erickson	Reviewing issues with MBFS Financing Agreement with T. Sandler; revising priorities memorandum; revising Norton Rose letter; reviewing APA comments; discussing APA comments with S. Ferguson and T. Sandler; revising draft APA; finalizing letter to RCD Sales; discussing RCD Sales and Bank of the West issues; attending call with Bank of the West; attending to various supplier and creditor issues; attending to email correspondence.	9.70
Apr-23-19	Ryan H. Nielsen	Discussing permitted encumbrances and adjustments with T. Sandler and J. Erickson; commenting on APA; emailing J. Erickson.	1.00
Apr-23-19	Tracy C. Sandler	Engaged with respect to RCD Sales; engaged regarding APA; engaged with respect to priorities issues; telephone calls with A&M; telephone calls with counsel to Watt; engaged in telephone discussion regarding Bank of the West; telephone discussions regarding APA; telephone discussion with J. Wolf; instructing team.	5.00
Apr-24-19	Justine Erickson	Discussing outstanding APA issues; updating workstreams list; reviewing correspondence with J. Fogarty; reviewing and providing comments on MBFS US release agreement and power of attorney; finalizing NDA [REDACTED]; reviewing arbitration stay letter; reviewing documentation received with respect to US Jeeps; attending to correspondence on various supplier and creditor issues.	3.80
Apr-24-19	Tracy C. Sandler	Engaged with respect to MBFS; engaged regarding US Jeeps issues; engaged with Blakes; engaged regarding APA with Cassels and Blakes.	4.50
Apr-25-19	Justine Erickson	Reviewing MBFS US response; attending to email correspondence.	0.40
Apr-25-19	Tracy C. Sandler	Telephone calls regarding US Jeeps issue; telephone call with Blakes; [REDACTED]; engaged regarding product liability issue; engaged with respect to MBFS.	6.00
Apr-26-19	Jeremy E. Dacks	Reviewing correspondence and documents concerning product and litigation issues; participating in internal meeting regarding same; [REDACTED].	0.80

Apr-26-19	Justine Erickson	Reviewing comments on draft APA; revising draft APA; attending call regarding US Jeeps; reviewing product liability issues; attending call regarding potential product liability issues; drafting demand letter to former employee; drafting lemon law letter; revising Norton Rose letter; reviewing and revising draft MBFS US release agreement; attending to email correspondence.	6.20
Apr-26-19	Tracy C. Sandler	Engaged with Blakes with respect to APA, product liability, and US Jeeps; engaged regarding MBFS; [REDACTED]; engaged with respect to product liability.	5.50
Apr-26-19	Lauren M. Tomasich	Discussing product safety issues with T. Sandler; participating in conference call regarding same; drafting letter regarding same.	2.10
Apr-28-19	Jeremy E. Dacks	Reviewing and revising draft correspondence concerning product issue.	0.20
Apr-28-19	Justine Erickson	Reviewing and revising draft MBFS US release agreement and power of attorney; attending to email correspondence.	0.80
Apr-28-19	Lauren M. Tomasich	Revising letter regarding Mercedes van issue; [REDACTED]; reviewing correspondence regarding same.	0.70

**TOTAL HOURS:**

**206.70**

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<b>EXPENSES - TAXABLE</b>	
Courier Expenses	24.21
Meal Expenses	100.72
Printing Costs	425.70
Taxi Charges	26.55
Telecommunications Charges	1.13
Title-Related Searches-Toronto	191.30
<b>TOTAL (CAD):</b>	<b>769.61</b>

OSLER, HOSKIN & HARCOURT LLP  
 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
 416.862.6666 facsimile

OSLER

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

Invoice No.: 12281480  
 Date: May 7, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: **Tracy C. Sandler**  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	57,256.00
REIMBURSABLE EXPENSES *	235.12
HST @ 13%	7,453.05
<b>TOTAL (CAD):</b>	<b>64,944.17</b>

\* Includes non-taxable expenses of 160.00 CAD

### PAYMENT DUE UPON RECEIPT



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 Amount: 64,944.17 CAD

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 referencing invoice number(s) being paid.

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### FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Stéphane Eljarrat	5.70	1,150	6,555.00
Ryan H. Nielsen	1.50	750	1,125.00
Sven C. Poysa	4.20	800	3,360.00
Tracy C. Sandler	14.50	1,010	14,645.00
Lauren M. Tomasich	4.80	750	3,600.00
<u>ASSOCIATE</u>			
Justine Erickson	30.30	535	16,210.50
Elie Farkas	1.10	450	495.00
Sarah Sharp	3.80	450	1,710.00
Jeff St. Aubin	1.90	595	1,130.50
<u>COUNSEL</u>			
Andréa M. Lockhart	8.50	700	5,950.00
<u>STUDENT</u>			
Jake Schmidt	6.60	375	2,475.00
<b>TOTAL FEES (CAD):</b>	<b>82.90</b>		<b>57,256.00</b>

### FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Apr-03-19	Sven C. Poysa	Follow-up regarding minutes of settlement.	0.20
Apr-15-19	Sven C. Poysa	Reviewing and revising response to employee counsel; revising letter to former employee; reviewing purchase agreement and multiple communications regarding same.	2.10
Apr-18-19	Sven C. Poysa	Follow-up regarding employee communications.	0.30
Apr-22-19	Sven C. Poysa	Reviewing and revising letter; multiple communications regarding employee issues.	1.00
Apr-29-19	Stéphane Eljarrat	Telephone call with T. Sandler; engaged in analysis.	0.90
Apr-29-19	Justine Erickson	Drafting lemon law letter; drafting letter to J. Fogarty; revising priorities memorandum; discussing construction lien issues with A. Lockhart; revising Norton Rose letter; attending to email correspondence.	3.50

Apr-29-19	Andréa M. Lockhart	Reviewing correspondence; reviewing construction lien claims; conferencing with J. St. Aubin regarding same; update meeting with J. Erickson.	1.50
Apr-29-19	Ryan H. Nielsen	Reviewing correspondence on outstanding monetary matters with landlord; reviewing lease.	0.70
Apr-29-19	Sven C. Poysa	Reviewing letter; follow-up with J. Erickson.	0.30
Apr-29-19	Tracy C. Sandler	Engaged travelling to and from Cambridge, Reuter Street location; engaged in meeting [REDACTED] A&M; engaged in post meeting with A&M; engaged on numerous telephone calls regarding various issues; reviewing draft letters; further engaged with respect to [REDACTED].	9.00
Apr-30-19	Stéphane Eljarrat	Engaged in analysis; reviewing documents; telephone call with client; engaged on next steps; internal call to follow-up.	1.10
Apr-30-19	Justine Erickson	Discussing construction lien issues with A. Lockhart and J. St. Aubin; reviewing construction lien information and secured creditor security agreements; considering amendments to priorities memorandum; finalizing release agreement and power of attorney with MBFS US; reviewing rental agreement for 25 Reuter Street; reviewing information relating to Best Time RV; discussing Best Time RV with T. Sandler; attending call to discuss Best Time RV issue; reviewing letter received from counsel to Best Time RV; attending calls to discuss [REDACTED]; drafting memorandum to S. Eljarrat; finalizing Norton Rose letter; attending to email correspondence.	9.20
Apr-30-19	Elie Farkas	Discussing priority research with J. St. Aubin.	0.10
Apr-30-19	Andréa M. Lockhart	Reviewing meeting notes relating to [REDACTED] circulated by J. Lau; meeting with J. Erickson and J. St. Aubin to discuss construction lien claims on 20 Tyler Street; reviewing security documents with respect to security interests in real property; reviewing 20 Tyler Street PINs; conferencing with R. Nielsen regarding same.	1.60
Apr-30-19	Ryan H. Nielsen	Reviewing correspondence on verbal sublease; reviewing Commercial Tenancies Act and Statute of Frauds and corresponding on same.	0.60
Apr-30-19	Sven C. Poysa	Reviewing letter; follow-up with T. Sandler.	0.30
Apr-30-19	Jeff St. Aubin	Preparing for and attending meeting with A. Lockhart and J. Erickson to discuss lien claims; office conference with E. Farkas to provide instructions for research related to lien claims.	1.30

Apr-30-19	Lauren M. Tomasich	Communicating with team regarding [REDACTED]; participating in conference call regarding same; follow-up discussions regarding same; reviewing and considering issues with [REDACTED]; drafting memorandum regarding same; communicating with T. Sandler regarding same; reviewing correspondence regarding Mercedes van issue.	2.00
May-01-19	Stéphane Eljarrat	Engaged in analysis; reviewing documents; internal communications.	1.20
May-01-19	Justine Erickson	Revising [REDACTED] memorandum; reviewing and discussing construction lien issues; reviewing, researching and discussing Best Time RV issues; reviewing Heritage correspondence; finalizing stay letter for lemon law arbitrations; drafting letter to J. Fogarty; attending to email correspondence.	3.40
May-01-19	Elie Farkas	Researching the applicability of section 78 of the Construction Act to PPSA registered security interests.	1.00
May-01-19	Andréa M. Lockhart	Reviewing correspondence relating to construction liens.	0.20
May-01-19	Tracy C. Sandler	Reviewing and responding to emails; engaged regarding [REDACTED] and calls regarding same.	2.00
May-01-19	Sarah Sharp	Researching validity of verbal leases; corresponding with R. Nielsen and J. Erickson regarding same.	3.60
May-01-19	Lauren M. Tomasich	Reviewing correspondence and memorandum regarding [REDACTED]; communicating with [REDACTED].	0.30
May-02-19	Stéphane Eljarrat	Engaged in analysis; reviewing documents; working on course of action; conference call with client.	1.80
May-02-19	Justine Erickson	Reviewing accounting reports; reviewing Heritage correspondence; attending Heritage call; researching Heritage storage issues; researching Best Time RV equitable set off claims; discussing Best Time RV with N. Fennema; drafting email summarizing research; reviewing construction lien issues; sending stay letter; attending call regarding US Jeep issues; attending call with S. Eljarrat; drafting memorandum for S. Eljarrat; attending to email correspondence.	9.20
May-02-19	Andréa M. Lockhart	Attending status call with A&M, Blakes and Corner Flag representatives; considering construction lien claims against 20 Tyler Street; discussing same with J. St. Aubin; drafting occupancy agreement; discussing same with S. Ferguson.	3.50
May-02-19	Ryan H. Nielsen	Corresponding with S. Sharp on sublease termination.	0.20
May-02-19	Tracy C. Sandler	Engaged regarding sale process update with A&M; engaged regarding employee [REDACTED] issues; call regarding US Jeeps; engaged with Blakes and reviewing memorandum.	1.50

May-02-19	Jake Schmidt	Researching Receiver's powers to abandon personal property; researching applicability of repairer and storer liens to abandoned property for J. Erickson.	3.40
May-02-19	Sarah Sharp	Corresponding with J. Erickson regarding validity of verbal sublease and termination of same.	0.20
May-02-19	Jeff St. Aubin	Office conference with A. Lockhart to discuss construction liens; researching registration of a construction lien against a leasehold premises.	0.60
May-02-19	Lauren M. Tomasich	Reviewing [REDACTED]; communicating with T. Sandler and J. Erickson regarding same; participating in conference call regarding [REDACTED].	2.10
May-03-19	Stéphane Eljarrat	Engaged in analysis; reviewing documents; call with [REDACTED]; call with T. Sandler.	0.70
May-03-19	Justine Erickson	Reviewing Heritage correspondence; researching Heritage storage issues; researching Best Time RV equitable set off claims; reviewing construction lien issues; reviewing US Jeep documentation and correspondence; attending to email correspondence.	4.40
May-03-19	Andréa M. Lockhart	Reviewing data room contents; reviewing tenant insurance policy with respect to Rapido occupation of 25 Tyler Street; discussing abandoned asset issue with J. Erickson; reviewing Houlden & Morawetz commentary regarding same; follow-up correspondence with J. Erickson regarding same.	1.70
May-03-19	Tracy C. Sandler	Engaged with S. Ferguson regarding next steps regarding [REDACTED]; [REDACTED] engaged regarding notification to employees regarding litigation hold and general employee-related issues; engaged with S. Eljarrat; engaged with Blakes regarding US Jeeps; further engaged regarding US Jeeps.	2.00
May-03-19	Jake Schmidt	Researching a receiver's right to abandon property and applicability of the Repairers and Storer's Lien Act.	3.20
May-03-19	Lauren M. Tomasich	Drafting document preservation email.	0.40
May-04-19	Justine Erickson	Reviewing US Jeep information and summary for Corner Flag; attending to email correspondence.	0.60

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**TOTAL HOURS:**


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**82.90**

### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<b><u>EXPENSES - TAXABLE</u></b>	
Meal Expenses	6.12
Printing Costs	69.00

EXPENSES - NON-TAXABLE

Notice of Motion

160.00

**TOTAL (CAD):**

**235.12**



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 1 First Canadian Place  
 PO BOX 50  
 Toronto ON M5X 1B8  
 CANADA  
 416.362.2111 main  
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Alvarez & Marsal Canada Inc.  
 Suite 2900, South Tower, Royal Bank Plaza  
 200 Bay Street  
 Toronto, ON M5J 2J1  
 CANADA

Invoice No.: 12283631  
 Date: May 15, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	64,184.50
REIMBURSABLE EXPENSES	302.65
HST @ 13%	8,383.33
<b>TOTAL (CAD):</b>	<b>72,870.48</b>

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Invoice No.: 12283631  
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## FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Stéphane Eljarrat	11.40	1,150	13,110.00
Ryan H. Nielsen	3.00	750	2,250.00
Shelley W. Obal	4.00	1,045	4,180.00
Tracy C. Sandler	18.20	1,010	18,382.00
Lauren M. Tomasich	8.20	750	6,150.00
<u>ASSOCIATE</u>			
Justine Erickson	23.60	535	12,626.00
Sarah Sharp	1.80	450	810.00
Jeff St. Aubin	4.70	595	2,796.50
<u>PARAPROFESSIONAL</u>			
Lorna Storm	0.40	250	100.00
<u>COUNSEL</u>			
Andréa M. Lockhart	5.40	700	3,780.00
<b>TOTAL FEES (CAD):</b>	<b>80.70</b>		<b>64,184.50</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
May-06-19	Justine Erickson	Drafting proposed variances to [REDACTED]; researching abandonment of personal property and involuntary bailee issues; researching and reviewing equitable set-off issues; reviewing construction lien and title claims; drafting [REDACTED]; attending Heritage call; attending to email correspondence.	6.00
May-06-19	Andréa M. Lockhart	Reviewing draw requests relating to construction liens provided by Landlord of 20 Tyler Street.	0.80
May-06-19	Tracy C. Sandler	Engaged regarding US Jeeps; reviewing settlement; telephone call with A. Hutchens; email from J. Wolf regarding Bentall lease; telephone call with S. Ferguson; engaged with J. Wolf; engaged with M. Mercier; engaged regarding further email correspondence; engaged regarding creditor issues with J. Erickson, and providing file direction; receipt of updates from S. Eljarrat.	2.20
May-06-19	Jeff St. Aubin	Researching the preservation of construction liens against a tenant's leasehold interest.	2.50
May-06-19	Lorna Storm	Conducting subsearch to obtain current parcel register and copies of documents; reporting to J. Erickson.	0.20

May-06-19	Lauren M. Tomasich	Reviewing release regarding US Jeeps; reviewing and revising [REDACTED].	1.00
May-07-19	Justine Erickson	Dealing with and drafting variances relating to [REDACTED]; attending call regarding Best Time RV; researching and reviewing Best Time RV issues; revising draft NDA; drafting agenda; attending to email correspondence.	3.80
May-07-19	Andréa M. Lockhart	Reviewing correspondence from J. St. Aubin regarding construction lien analysis; reviewing case law cited therein relating to same; discussing same with J. St. Aubin; conferencing with S. Ferguson regarding same; reporting email to S. Ferguson regarding same; conferencing with R. Nielsen regarding occupation agreement for 25 Reuter Drive; reviewing correspondence regarding 25 Reuter Drive guarantee.	2.50
May-07-19	Ryan H. Nielsen	Discussing notice with S. Sharp; discussing occupation agreement with A. Lockhart; reviewing correspondence on distraint strategy.	0.80
May-07-19	Shelley W. Obal	Considering issues relating to [REDACTED] and email exchanges regarding same.	1.50
May-07-19	Tracy C. Sandler	Telephone call with Blakes; engaged regarding construction liens; engaged with respect to [REDACTED].	3.00
May-07-19	Sarah Sharp	Preparing termination notice; reviewing comments on the termination notice; corresponding with R. Nielsen regarding distraint.	1.80
May-07-19	Jeff St. Aubin	Researching the preservation of construction liens against a tenant's leasehold interest and summarizing findings for A. Lockhart.	1.80
May-07-19	Lauren M. Tomasich	Reviewing and considering correspondence regarding [REDACTED]; reviewing [REDACTED].	1.30
May-08-19	Stéphane Eljarrat	Planning and preparing for meeting with [REDACTED]; reviewing documents; engaged regarding planning call; engaged with respect to analysis.	0.90
May-08-19	Justine Erickson	Researching and reviewing construction lien and title issues; attending to US Jeeps issues; researching applicability of certain BIA provisions to receivers; attending to [REDACTED]; drafting and reviewing stay letters; sending out stay letters; reviewing correspondence from Norton Rose; reviewing correspondence from MBFS; drafting MBFS US release agreement; reviewing Best Time RV issues with real estate team.	4.20
May-08-19	Andréa M. Lockhart	Conferencing with J. Erickson regarding construction liens; reviewing comments from R. Nielsen on occupancy agreement for 25 Reuter Drive; revising same; correspondence with S. Ferguson regarding same; revising occupancy agreement per comments received from S. Ferguson; correspondence with M. Mercier regarding same.	1.20

May-08-19	Ryan H. Nielsen	Reviewing and revising occupation agreement; discussing right of distress.	2.20
May-08-19	Shelley W. Obal	Further considering issues relating to [REDACTED]; email exchanges and discussions regarding same.	2.50
May-08-19	Tracy C. Sandler	Engaged with respect to [REDACTED]; engaged regarding US Jeeps; engaged with V. Gauthier and J. Erickson regarding same.	1.50
May-08-19	Jeff St. Aubin	Reviewing the Toromont Certificate of Action and providing comments to J. Erickson regarding [REDACTED]	0.40
May-08-19	Lorna Storm	Conducting subsearch for 20 Tyler Street, Cambridge; reporting to J. Erickson.	0.20
May-08-19	Lauren M. Tomasich	Discussing [REDACTED] with S. Obal; reviewing and revising agenda for meeting with [REDACTED]; reviewing case law regarding privilege issues; participating in conference call regarding same.	1.90
May-09-19	Stéphane Eljarrat	Planning and preparing for meeting in Cambridge, with [REDACTED] and client.	4.70
May-09-19	Justine Erickson	Reviewing minute books; attending to Best Time RV issues; drafting and reviewing stay letters; summarizing stay letters; reviewing MBFS release agreement; attending to email correspondence.	3.00
May-09-19	Andréa M. Lockhart	Attending status update call with T. Sandler, S. Ferguson, Corner Flag and its counsel.	0.90
May-09-19	Tracy C. Sandler	Engaged with respect to [REDACTED]; engaged on conference calls; engaged regarding transaction issues; engaged with respect to US Jeeps; engaged regarding liens; engaged regarding sale process update.	5.50
May-10-19	Stéphane Eljarrat	Meeting in Cambridge with client and [REDACTED].	5.80
May-10-19	Justine Erickson	Attending to Bank of the West issues; reviewing Heritage issues; reviewing EHGNA minute books; drafting stay letters; attending to email correspondence.	1.80
May-10-19	Tracy C. Sandler	Meeting with [REDACTED]; engaged with respect to letter from M. Mercier; engaged regarding Bank of the West; reviewing email correspondence.	6.00
May-10-19	Lauren M. Tomasich	Participating in meeting with [REDACTED]; participating in follow up discussions regarding same.	2.20

May-12-19	Justine Erickson	Researching Heritage issues; drafting Heritage letter; drafting Heritage correspondence; reviewing supplier issues and outstanding matters; attending to [REDACTED]; attending to email correspondence.	4.80
May-12-19	Lauren M. Tomasich	Drafting letter to [REDACTED] regarding [REDACTED].	1.80
<b>TOTAL HOURS:</b>			<b>80.70</b>

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Printing Costs	217.05
Telecopy Charges	4.20
Title-Related Searches-Toronto	81.40
<b>TOTAL (CAD):</b>	<b>302.65</b>

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 Suite 2900, South Tower, Royal Bank Plaza  
 200 Bay Street  
 Toronto, ON M5J 2J1  
 CANADA

Invoice No.: 12283853  
 Date: May 22, 2019  
 Client No.: 223017

GST/HST No.: 121983217 RT0001

Attention: Doug McIntosh

Contact: Tracy C. Sandler  
 Direct Dial: (416) 862-5890  
 E-mail: TSandler@osler.com

For professional services rendered for Receivership of Erwin Hymer Group North America, Inc.  
 (Formerly Project Vision) (F#1198733).

OUR FEE HEREIN	63,728.50
REIMBURSABLE EXPENSES	140.75
HST @ 13%	8,303.01
<b>TOTAL (CAD):</b>	<b>72,172.26</b>

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Please return remittance advice(s) with  
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## FEE SUMMARY

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Jeremy E. Dacks	3.10	905	2,805.50
Stéphane Eljarrat	1.10	1,150	1,265.00
Kelly L. Moffatt	1.60	945	1,512.00
Ryan H. Nielsen	2.60	750	1,950.00
Shelley W. Obal	0.50	1,045	522.50
Sven C. Poysa	0.40	800	320.00
Tracy C. Sandler	33.70	1,010	34,037.00
Lauren M. Tomasich	1.20	750	900.00
<b><u>ASSOCIATE</u></b>			
Justine Erickson	5.20	535	2,782.00
Waleed Malik	4.70	535	2,514.50
<b><u>COUNSEL</u></b>			
Andréa M. Lockhart	16.60	700	11,620.00
<b><u>STUDENT</u></b>			
Jonathan Lau	12.50	280	3,500.00
<b>TOTAL FEES (CAD):</b>	<b>83.20</b>		<b>63,728.50</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
May-06-19	Jonathan Lau	Researching [REDACTED].	2.00
May-07-19	Jonathan Lau	Researching municipal tax lien issues.	6.00
May-09-19	Jonathan Lau	Preparing multiple stay letter.	4.50
May-13-19	Stéphane Eljarrat	Reviewing letter to [REDACTED] concerning [REDACTED]; engaged in analysis; internal communications regarding same.	0.80
May-13-19	Justine Erickson	Revising Heritage letter; drafting priorities memorandum; attending to email correspondence.	4.20
May-13-19	Andréa M. Lockhart	Reviewing correspondence relating to Heritage storage claims; reviewing draft responding letter prepared by J. Erickson; revising same; correspondence with T. Sandler regarding same.	2.40

May-13-19	Tracy C. Sandler	Engaged with respect to [REDACTED]; telephone call with Buyer and counsel; engaged regarding Bank of the West; engaged with Buyer counsel; reviewing materials; telephone calls with Blakes; telephone call with Buyer counsel; telephone discussion with S. Ferguson.	6.00
May-13-19	Lauren M. Tomasich	Reviewing and revising letter to [REDACTED] regarding [REDACTED]; discussing same with T. Sandler.	0.70
May-14-19	Stéphane Eljarrat	Finalizing letter to [REDACTED]; internal communications regarding same.	0.30
May-14-19	Andréa M. Lockhart	Attending working group status call; reviewing statement of claim of Toromont against Tyler property; reviewing comments from A&M on Heritage Warehousing letter; reviewing Chapter 11 first day materials regarding JRV Group USA; summary note to T. Sandler regarding same; reviewing Rapido APA; discussing same with T. Sandler.	3.80
May-14-19	Kelly L. Moffatt	Reviewing IP provision of revised APA and discussions with A. Lockhart and T. Sandler regarding same.	0.80
May-14-19	Ryan H. Nielsen	Reviewing Cambridge leases on trade fixtures for dust vacuum; reviewing and commenting on revised APA; emailing A. Lockhart.	1.30
May-14-19	Sven C. Poysa	Reviewing materials; follow-up with A. Lockhart.	0.40
May-14-19	Tracy C. Sandler	Engaged with respect to sale process update; engaged throughout the day regarding transaction issues; engaged with A&M; engaged with Blakes; telephone calls with counsel; engaged regarding priorities memorandum; further engaged with respect to Bank of the West.	7.00
May-14-19	Lauren M. Tomasich	Revising and finalizing letter to [REDACTED]; discussing same with T. Sandler.	0.40
May-15-19	Jeremy E. Dacks	Drafting and reviewing correspondence concerning court issues.	0.30
May-15-19	Justine Erickson	Reviewing JRV first day materials; attending to email correspondence.	1.00
May-15-19	Andréa M. Lockhart	Reviewing comments from R. Nielsen on APA; finalizing letter to Heritage; conferencing with R. Nielsen regarding APA comments; attending update call with working group; correspondence with J. Dacks and W. Malik regarding chapter 11 proceedings of JRV Group USA; meeting with Osler personnel to discuss dust collector issue and construction liens; discussing construction lien perfection with J. St. Aubin; reviewing and commenting on priorities memorandum.	2.90
May-15-19	Kelly L. Moffatt	Reviewing Canadian and US trade-marks and discussion with T. Sandler regarding same.	0.40



May-15-19	Ryan H. Nielsen	Discussing APA revisions with A. Lockhart; meeting with T. Sandler and A. Lockhart to discuss dust vacuum and lease issues.	1.30
May-15-19	Tracy C. Sandler	Reviewing US first day materials and summary; engaged regarding Watt; engaged with S. Ferguson; engaged throughout the day on calls and discussions relating to LOI negotiations and issues; engaged with respect to liens; engaged regarding priorities memorandum; telephone calls with A&M; engaged in meeting regarding dust silo and related lease issues; engaged with respect to next steps regarding court timeline; engaged considering Receiver's report.	8.50
May-16-19	Jeremy E. Dacks	Preparing for and participating in conference call with client concerning sale transaction, court report and court hearing; reviewing background documents; drafting correspondence concerning court orders and litigation issues; reviewing correspondence concerning transaction and next steps.	2.80
May-16-19	Andréa M. Lockhart	Discussing Rapido transaction and response to M. Mercier with T. Sandler and S. Ferguson; reviewing Watt correspondence; drafting letter to Watt and its counsel regarding disclaimer of agreements; discussing lien priority research with J. Lau; discussing same with J. Lau and S. Obal; revising memorandum to file regarding same; correspondence with T. Sandler regarding same; attending update call with Corner Flag, Blakes, Osler and A&M personnel; attending call with Osler and A&M personnel to discuss motion preparation; finalizing letter to Watt; revising APA.	4.30
May-16-19	Waleed Malik	Participating in call with client and internal team; considering issues for motions and reviewing background materials; collecting precedent orders for approval and vesting.	2.50
May-16-19	Kelly L. Moffatt	Discussion with T. Sandler regarding IP and regarding term sheet.	0.40
May-16-19	Shelley W. Obal	Discussion with A. Lockhart and J. Lau regarding property issues.	0.50
May-16-19	Tracy C. Sandler	Engaged throughout the day on telephone discussions with A&M and Blakes, and counsel to Rapido; reviewing email correspondence; meeting with A&M and team; considering next steps for court process and report; engaged with respect to employee matters and [REDACTED]; telephone call to [REDACTED].	7.00
May-16-19	Lauren M. Tomasich	Discussing status and next steps with T. Sandler.	0.10
May-17-19	Andréa M. Lockhart	Revising APA to reflect Rapido comments; correspondence with T. Sandler regarding same; correspondence with A&M regarding same.	3.20
May-17-19	Waleed Malik	Reviewing draft APA; reviewing model approval and vesting order, and precedents; drafting approval and vesting order.	2.20

May-17-19	Tracy C. Sandler	Engaged with [REDACTED]; engaged regarding APA issues; engaged with respect to priorities memorandum; engaged on telephone calls with Blakes; engaged with respect to transactional issues; engaged with M. Mercier; telephone discussions with S. Ferguson.	5.20
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<b>TOTAL HOURS:</b>	<b>83.20</b>
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#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Courier Expenses	21.86
Postage/Registered Mail Costs	3.69
Printing Costs	115.20
<b>TOTAL (CAD):</b>	<b>140.75</b>

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

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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

CORNER FLAG LLC

and

ERWIN HYMER GROUP NORTH AMERICA, INC.

Applicant

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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**MOTION RECORD OF THE RECEIVER**  
**(Motion Returnable June 17, 2019)**

**Volume 1 of 2**

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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