



No. S-244399  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

AND:

**VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD.,  
1390951 B.C. LTD., DOUGLAS ROBERT THIBAUT, MICHAEL ROY  
GOODWIN AND MURRAY BLAIR SULLIVAN**

RESPONDENT

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF  
VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD.  
and 1390951 B.C. LTD.**

**FIRST REPORT OF THE RECEIVER**

**September 12, 2024**

**BDO Canada Limited, Receiver of  
Vernon Recreational Products (VRP)  
Sales and Service Ltd. and 1390951  
B.C. Ltd.**

Royal Centre  
Unit 1100 – 1055 W Georgia Street  
Vancouver, BC V6E 3P3

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## I. INTRODUCTION AND BACKGROUND

1. Vernon Recreational Products (VRP) Sales and Service Ltd. ("**VRP**") and 1390951 B.C. Ltd. ("**139**", and collectively with VRP, the "**Companies**") were incorporated and registered under the laws of the Province of British Columbia on January 28, 2021, and December 12, 2022, respectively.
2. The principal business of VRP was to operate as a recreational vehicle ("**RV**") dealership as well as a servicing and repairs center based in Vernon, British Columbia. VRP operated from owned premises located at 6395 Hwy 97, 6255 Hwy 97, and 6256 Pleasant Valley Road, Vernon, British Columbia (the "**VRP Premises**"). The principals of VRP are Doug Thibault, Murray Sullivan and Mike Goodwin (the "**VRP Shareholders**").
3. The principal business of 139 (dba South Thompson RV) was to operate as a recreational vehicle ("**RV**") dealership as well as a servicing and repairs center based in Kamloops, British Columbia. 139 operated from leased premises located at 2449 Trans-Canada Hwy, Kamloops, British Columbia (the "**139 Premises**"). The principals of VRP are Len Bourgeault, Murray Sullivan, Mike Goodwin and Doug Thibault (the "**139 Shareholders**").
4. On July 18, 2024, on the application of the Petitioner, the Royal Bank of Canada ("**RBC**" or the "**Bank**"), the Supreme Court of British Columbia (this "**Court**") pronounced an Order (the "**Receivership Order**") appointing BDO Canada Limited, as receiver and manager (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and property of the Companies.
5. Upon its appointment, the Receiver attended the VRP Premises and the 139 Premises, to take possession of the Companies and continue operations thereof to assess the optimal method of realization and recovery for the creditors and concurrently facilitate a sales process for the assets of the

Companies. At this time, all normal activities with respect to the protection and preservation of assets of both entities were put in place.

6. The Receiver ceased operations of the Companies on August 29, 2024.

## **II. PURPOSE OF THIS REPORT**

7. This first report of the Receiver (this “**First Report**” or “**Report**”) has been prepared to provide this Honourable Court with information with respect to the following:

- a) The background of the Companies and the Assets;
- b) The activities of the Receiver since the date of the Receivership Order;
- c) The sales process undertaken by the Receiver to solicit offers and proposals for the Assets;
- d) To request the Court’s approval of the Asset Purchase Agreement between the Receiver and 1494072 B.C. Ltd. for the assets of 139;
- e) To request the Court’s approval of the Asset Purchase Agreement between the Receiver and 1495213 B.C. Ltd. for the assets of VRP;
- f) To request the Court’s approval of the Receiver to make an interim distribution to RBC in the amount up to \$8,000,000; and
- g) To request the Court grant the Receiver the authority to assign the Companies into bankruptcy.

## **III. SCOPE AND TERMS OF REFERENCE**

8. In preparing this Report and in making the recommendations contained herein, the Receiver has relied upon information obtained from discussions with the principals, former employees of the Companies, and where appropriate, the Companies’ books and records.

9. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Receiver expresses no opinion or other assurance in respect of such information as reflected in this Report.
10. All references to dollars are in Canadian currency unless otherwise noted.

#### **IV. THE BUSINESS, ASSETS, AND LIABILITIES**

##### **The Business**

###### *VRP*

11. VRP provided RV sales and operated a parts and services shop for repair services.
12. Aside from the sale of new and used RV inventory units and parts and repair services, VRP also provided the sale of extended warranty and insurance products as a part of their service offering.
13. VRP employed 16 employees as of the receivership date.
14. VRP is current with its existing insurance coverage and the Receiver continued with the same.
15. VRP had an average weekly operational cost of \$32,000 to \$34,000, including payroll and suffered due to poor financial performance. The year-to-date net losses were approximately \$366,000.

###### *139*

16. 139 provided RV sales and operated a parts and services shop for repair services.

17. Aside from the sale of new and used RV inventory units and parts and repair services, 139 also provided the sale of extended warranty and insurance products as a part of their service offering.
18. 139 employed 15 employees as of the receivership date.
19. 139 had an average weekly operational cost of approximately \$45,000, including payroll and rent but was able to operate on a break-even basis.

### **The Assets**

#### *VRP*

20. As at the date of receivership, VRP's physical assets ("**VRP Assets**") consisted of:

<b>Assets</b>	<b>Book Value (\$)</b>
Real Estate	4,200,000
New Inventory	2,081,795
Used Inventory	540,720
Parts Inventory	228,000
Other Equipment	40,000
<b>Total Assets</b>	<b><u>7,090,515</u></b>

21. The real estate as owned by VRP consists of three (3) parcels of land and two (2) buildings ("**VRP Real Property**"):
  - 6395 Hwy 97
  - 6255 Hwy 97
  - 6256 Pleasant Valley Road
22. As at the receivership date, VRP's inventory consisted of 40 new RV units and 17 used RV units.

23. VRP's inventory included seven (7) units (the "**VRP Returnable Units**") that were eligible for repurchase by the manufacturer. The process for the return was to be initiated by the Bank under the existing floorplan agreement. Three (3) of these units pertained to the manufacturer, Northwood Manufacturing, Inc., and four (4) of these units pertained to the manufacturer, Forest River, Inc.
24. The Receiver discussed the return of asset provisions with the Bank and counsel, and given the positive impact on overall recovery, it was decided that the Bank should pursue the repurchase option of the VRP Returnable Units as the recovery for these units would be greater than that as obtained via the Receiver's sales process. The Receiver is in the process of facilitating the repurchase of the VRP Returnable Units.
25. "Parts inventory" and "other equipment" included office furniture, computers, three (3) shop trucks, two (2) shop trailers, and various tools and parts for repair services.

139

26. As at the receivership date, 139's physical assets ("**139 Assets**") consisted of:

Assets	Book Value (\$)
New Inventory	2,194,264
Used Inventory	460,862
Parts Inventory	247,806
Other Equipment	97,000
<b>Total Assets</b>	<b>2,999,932</b>

27. The 139 Premises is owned by certain shareholders of 139 with monthly rent of \$15,000, in addition to \$5,000 for an offsite overflow lot.

28. As at the receivership date, 139's inventory consisted of 49 new RV units and 23 used RV units.
29. Of 139's inventory, 27 units (the "**139 Returnable Units**") were eligible for repurchase by the manufacturer if the process was to be initiated by the Bank under the existing floorplan agreement. All 27 units pertained to the manufacturer, Forest River, Inc.
30. The Receiver and the Bank and counsel agreed to pursue the repurchase option of the 139 Returnable Units as the recovery for these units will likely be greater than that as obtained via the Receiver's sales process. The Receiver is in the process of facilitating the repurchase of the 139 Returnable Units.
31. "Parts inventory" and "other equipment" included office furniture, computers, a forklift, a shop vehicle, and various tools and parts for repair services.

## Liabilities

32. The Companies have estimated liabilities totaling \$9,251,237 as at the receivership date as follows:

	VRP (\$)	139 (\$)	Total (\$)
<i>Secured Creditors</i>			
Canada Revenue Agency - Source Deductions	50,000	30,000	80,000
Canada Revenue Agency - GST	45,000	42,000	87,000
WEPP Super Priority	15,000	12,000	27,000
GM Financial Canada Leasing Ltd.	1	105,000	105,001
Vault Credit Corporation	1	-	1
VIP Distributors Inc.	1	-	1
RBC	8,440,366	-	8,440,366
	<u>8,550,369</u>	<u>189,000</u>	<u>8,739,369</u>
<i>Unsecured Creditors</i>			
	<u>282,801</u>	<u>229,067</u>	<u>511,868</u>
<b>Total Estimated Liabilities</b>	<b><u>8,833,170</u></b>	<b><u>418,067</u></b>	<b><u>9,251,237</u></b>



33. The debt owing to RBC is owed by both VRP and 139 and is cross collateralized and cross guaranteed. The RBC indebtedness in the table above has been shown as a debt under VRP for illustration purposes only.

*Priority Claims ahead of RBC*

34. Payroll source deductions outstanding as at the date of receivership have been estimated by the Receiver as a payroll trust examination by the Canada Revenue Agency is still outstanding.
35. The Receiver estimates pre-receivership outstanding source deductions for VRP and 139 to be \$50,000 and \$30,000, respectively, for unremitted source deductions in June and July 2024 for the Companies.
36. The Receiver estimates pre-receivership outstanding GST for VRP and 139 to be \$45,000 and \$42,000, respectively.
37. Under the Wage Earner Protection Program (“**WEPP**”), employees have a claim that ranks in priority to the first secured creditor, RBC, for up to \$2,000 per employee.
38. The Receiver estimates WEPP priority claims for VRP and 139 to be \$15,000 and \$12,000, respectively.
39. Payroll source deductions, WEPP priority claims, and (subject to a bankruptcy) GST, rank in priority to the first secured creditor, RBC.
40. As the exact quantum of claims in priority to RBC is unknown at this time, the Receiver will holdback sufficient funds for payment of priority claims pending resolution of these claims.
41. In review of the Personal Property Registry, the Receiver identified VIP Distributors Inc. (“**VIP Distributors**”) as a secured creditor of VRP, whom potentially ranks ahead of RBC’s security.

42. In discussions with VRP, the Receiver understands the financing statement registered by VIP Distributors was standard protocol for conducting business. Per the books and records of VRP, VIP Distributors is owed \$1,265. The Receiver understands from VRP that the indebtedness to VIP Distributors had been settled prior to the receivership date and VIP Distributors is no longer a creditor of VRP. The Receiver attempted to contact VIP Distributors via telephone and mail to verify the same. The Receiver has been unable to contact VIP Distributors and believes it may have ceased operations. The Receiver further understands that VIP Distributors was served with application materials for the appointment of the Receiver, and to date VIP Distributors has not delivered a demand for notice or notified the Receiver of a claim.
43. Furthermore, Vault Credit Corporation ("**Vault**") appears to be a secured creditor of VRP, whom potentially ranks ahead of RBC's security.
44. The Receiver understands VRP has a lease agreement with Vault for required software and equipment for financing functions related to customer sales. The lease has been kept current and Vault has been notified to retrieve its equipment upon the Receiver ceasing the operations.

## **V. OPERATING RECEIVERSHIP**

45. Upon its appointment, the Receiver operated the Companies while it conducted a going concern sales process in order to maximize the recovery to the creditors. At the same time, the Receiver also sought liquidation proposals from auctioneers for the assets of the Companies.
46. The Receiver was of the view that operations could not continue indefinitely due to the cost of operations and lower than anticipated sales of RV units. Accordingly, while operations were kept going, the Receiver initiated a sales process of the Companies as a going concern. Additionally, the Receiver

sought proposals from Auctioneers to assess the liquidation values of the assets.

47. At the onset of the receivership, the VRP Shareholders informed the Receiver that there was a prospective purchaser for VRP as a going concern and that ceasing of the operations would be detrimental to the value of VRP.
48. The Receiver explored the legitimacy of this prospective deal and requested a Letter of Intent ("**LOI**") from the prospective purchaser, Bannister Recreations ("**Bannister**"). After the Receiver had discussions with the principals and Bannister, including the business broker, the Receiver was presented with an LOI for consideration.
49. In order to protect the Bank's security position while the Receiver facilitated a sales process for VRP as a going concern, the Receiver requested the VRP Shareholders to inject weekly payments of \$50,000 to cover operational costs, and professional fees of the Receiver and its legal counsel.
50. The Bank was in support of the Receiver's actions in this regard, subject to continuous funding injections from the VRP Shareholders, to keep VRP in operation throughout the sales process.
51. 139 was able to generate positive cash flow from operations before professional fees. However, in light of professional fees incurred for the receivership, the Receiver requested the 139 Shareholders to also inject weekly payments of \$50,000 to cover operational costs and professional fees of the Receiver and its legal counsel.
52. To date, the Receiver received \$150,000 from the VRP Shareholders representing 3 weeks of funding for ongoing operational costs for VRP and \$0 from the 139 Shareholders for funding of ongoing operation costs for 139.

53. The Receiver controlled, managed, and reduced operational expenses where possible and also reduced the listing prices of new and used RV inventory to attract sales for additional cash inflow.
54. However, vendor and supplier relationships have suffered due to nonpayment of arrears. Furthermore, the negative connotations associated with a receivership presented a challenging operational environment for the Companies.
55. Moreover, the Receiver experienced challenges operating an RV dealership after the seasonal peak of the year as well as general difficulties in the dealership industry across the country as a result of the current economic climate and recent increases to interest rates.
56. Due to these challenges and the lack of funding from the VRP and 139 Shareholders, the Receiver ceased operations on August 29, 2024.

## **VI. THE ACTIVITIES OF THE RECEIVER**

57. Since the date of the Receivership Order, the Receiver's activities have included:
  - a) Performing its statutory duties as required pursuant to subsection 245 (1) and 246(1) of the *Bankruptcy and Insolvency Act (Canada)* in relation to creditor and Official Receiver notification;
  - b) Attending the Companies' Premises in Vernon and Kamloops, British Columbia;
  - c) Retaining the services of bailiffs to assist the Receiver with securing the Premises and Assets of the Companies;
  - d) Arranging for a daily security patrol to monitor the Premises and Assets of the Companies;

- e) Facilitating various operational activities;
- f) Facilitating and administering the WEPP claims of 16 former employees of VRP;
- g) Facilitating and administering the WEPP claims of 15 former employees of 139;
- h) Retaining Dentons Canada LLP to act as legal counsel to the Receiver;
- i) Soliciting offers to purchase the assets of the Companies on a going concern basis;
- j) Soliciting auction proposals and offers with respect to the Companies' Assets;
- k) Reviewing auction proposals and offers for the Assets and discussing these offers with RBC;
- l) Providing updates to RBC; and,
- m) Preparing this First Report to Court.

## **VII. SALES PROCESS OF THE RECEIVER**

- 58. The Receiver conducted a tender process to solicit auction proposals and offers for the VRP Assets and 139 Assets.
- 59. The VRP Real Property was listed with Colliers on August 22, 2024, separately from the sales process but was offered as a part of the VRP Assets for any prospective parties.
- 60. Due to ongoing operations, the RV inventory list of both VRP and 139 was constantly adjusted to reflect any sales to provide relevant information to interested parties.

61. In the week of July 22, 2024, the Receiver commenced its process to sell the Companies and facilitated the following:
- a) Prepared and distributed teasers to 27 parties (the “**Interested Parties**”) in the RV industry across the local Okanagan market, nationally, and the US market;
  - b) Prepared a data room for the due diligence process;
  - c) Distributed and received NDAs from six (6) parties;
  - d) Requested proposals from four (4) auctioneers for liquidation purposes; and,
  - e) Prepared and circulated a form of APA via its legal counsel.
62. The Receiver requested proposals and offers to be submitted by a deadline of Friday, August 16, 2024, 4:00PM PST.
63. The Receiver requested all auctioneers to provide their proposals with either a cash offer, a net minimum guarantee, or for an auction on a commission basis.
64. The Receiver is of the view that it has adequately canvassed the market for key industry stakeholders that may be interested in the Companies’ assets. The Receiver collaborated closely within BDO’s network of professionals with RV dealerships experience across North America to identify a list of prospective purchasers. In addition, the community of RV dealers is a small closely connected community and some RV dealers got in direct contact with the Receiver and/or the bank with expressions of interest.
65. Of the Interested Parties, 11 attended the Premises for an inspection of the Assets.

66. Ultimately, the Receiver received seven (7) proposals and offers for the Companies' assets of which three (3) were proposals from auctioneers, three (3) were en bloc offers for the individual Companies, and one (1) was for partial assets of VRP.
67. The Receiver is of the view that its sales process was fair and transparent and provided all Interested Parties with equal access to information and opportunity to submit an offer or proposal.
68. The Receiver is of the view that its sale process was sufficiently robust and lengthy in the circumstances to maximise value of the Companies' assets.

#### **VIII. EVALUATION OF OFFERS**

69. The Receiver prepared a summary of the proposals and offers. Based on the known secured and priority debt, it was determined that there would be little or no recovery for any unsecured or preferred creditors. The Receiver reviewed the summary of offers with the first secured creditor, RBC, and its legal counsel.
70. In considering the proposals and offers, the Receiver reviewed:
- a) The proposed purchase prices and expected recovery;
  - b) The amount of the net minimum guarantees;
  - c) The commissions and buyer's premiums and related pricing structures;
  - d) Market advertisement plan, where applicable;
  - e) Terms and conditions of the offer;
  - f) Key dates, including auction and estimated timeframe to vacate the Premises; and,
  - g) RBC's support of the offers.

71. Furthermore, in considering the proposals and offers, the Receiver requested the prospective purchasers to include provisions to segregate the VRP and 139 Returnable Units from their offers or mechanisms for adjusting for these Returnable Units in the event the Bank arranges for the repurchase of these units.
72. Due to the confidential and commercially sensitive information of the proposals and offers received, the Receiver will submit, as a confidential supplemental to this Report (the “**Confidential Report**”), additional information for the consideration of this Court.
73. The Receiver is in receipt of an offer from 1495213 B.C. Ltd. (“**213**”) for an en bloc purchase of the VRP Assets less adjustments for sold inventory and VRP Returnable Units. The 213 offer is the best offer for the VRP Assets as it provides for the highest recovery to the creditors.
74. The Receiver understands 213 intends to assume VRP’s existing business and licensing to operate as a RV dealer and to bring some to all of the employees back to the operations if successful as the ultimate purchaser.
75. The first secured creditor, RBC, supports the 213 offer.
76. The Receiver has executed an Asset Purchase Agreement (“**213 ASA**”) with 213 dated September 4, 2024. This acceptance of the 213 offer is subject to Court approval. A redacted copy of the 213 ASA is attached herein as **Appendix A**.
77. The Receiver requests the Court’s approval of the 213 ASA.
78. The Receiver is in receipt of an offer from 1494072 B.C. Ltd. (“**072**”) for an en bloc purchase of the 139 Assets less adjustments to sold inventory.
79. 072 is a numbered company owned in part by the Mr. Len Bourgeault, a 139 shareholder. The Receiver considered the implications of a related party purchase of the 139 Assets. However, the 072 offer has the support of the



first secured creditor, RBC, and is the best offer for the 139 Assets as it provides for the highest recovery to the creditors.

- 80. The Receiver understands 072 intends to assume 139's existing business and licensing to operate as an RV dealer and to bring some to all of the employees back to the operations if successful as the ultimate purchaser.
- 81. The Receiver has executed an Asset Purchase Agreement ("**072 ASA**") with 072 dated September 4, 2024. This acceptance of the 072 offer is subject to Court approval. A redacted copy of the 072 ASA is attached herein as **Appendix B**.
- 82. The Receiver requests the Court's approval of the 072 ASA.

#### **IX. ASSIGNMENT INTO BANKRUPTCY**

- 83. The Receivership Order does not contemplate the authorization and ability of the Receiver to assign the Companies into bankruptcy.
- 84. The Companies are insolvent and unable to meet their obligations as they come due. It is expected that unsecured creditors will suffer a shortfall.
- 85. As noted above, there are significant estimated outstanding balances of GST payables by the Companies. GST claims rank as unsecured claims in a bankruptcy proceeding.
- 86. Accordingly, the Receiver requests the Court's approval to amend the Receivership Order dated July 18, 2024, to authorize the Receiver to assign the Companies into bankruptcy to ensure distributions are made in accordance with the scheme of distribution contemplated by the *Bankruptcy and Insolvency Act*.

**X. INTERIM DISTRIBUTION**

87. The Receiver anticipates approximately \$1.16 million being paid to the Receiver for 139 for the 139 Returnable Units and approximately \$369,000 being paid to the Receiver for the VRP Returnable Units. In the Receiver's view, these amounts should be immediately distributed to RBC.
88. In addition, the Receiver anticipates distributing at least \$6.5 million to RBC after closing the transactions with 213 and 072.
89. The Receiver requests the Court's approval for interim distribution to RBC in the amount up to \$8,000,000.
90. As noted above, the Receiver will hold back sufficient funds to address any claims which rank in priority to RBC. The Receiver anticipates a further application to address, among other things, final distribution of proceeds once administration of the estate is complete and the costs of the proceeding are known.

**XI. CONCLUSION AND RECOMMENDATIONS****Conclusion**

91. The Receiver anticipates that there may still be a shortfall to the first secured creditor, RBC, in which case there will not be a recovery to any other creditors who rank behind RBC.
92. There were six (6) proposals and offers received for the assets of the Companies.
93. The Receiver has accepted the highest offer received for the VRP Assets.
94. The Receiver has accepted the highest offer received for the 139 Assets.

## Recommendations

95. The Receiver recommends that the Court approve the following:

- a) The 213 ASA with 1495213 B.C. Ltd.;
- b) The 072 ASA with 1494072 B.C. Ltd.;
- c) Amending the Receivership Order to authorize the Receiver to assign the Companies into bankruptcy; and,
- d) The Receiver to make an interim distribution to RBC to a maximum amount of \$8,000,000, subject to such holdbacks as the Receiver, in its discretion, determines are necessary or advisable.

All of which is respectfully submitted this 12<sup>th</sup> day of September 2024.

### **BDO CANADA LIMITED,**

In its capacity as Receiver of  
Vernon Recreational Products (VRP) Sales and Service Ltd. and  
1390951 B.C. Ltd.  
and not in its personal or corporate capacity.  
Per:

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### **BDO Canada Limited**

Jervis C. Rodrigues, FCPA, FCA, CIRP, CFE, LIT  
Senior Vice President

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### **BDO Canada Limited**

Chris Bowra, CPA, CA, CIRP, LIT  
Vice President

## **APPENDIX A**

Asset Purchase Agreement – 1495213 B.C. Ltd. (Redacted)

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") made as of September 4, 2024,

BETWEEN:

BDO CANADA LIMITED  
in its capacity as Court Appointed Receiver for  
VERNON RECREATION PRODUCTS (VRP) SALES AND SERVICE LTD. and not in its  
personal capacity  
  
(the "**Vendor**").

AND:

1495213 B.C. LTD.  
  
(the "**Purchaser**")

WHEREAS:

- A. Pursuant to the order of the Supreme Court of British Columbia (the "**Court**"), dated July 18, 2024 (the "**Receivership Order**"), BDO Canada Limited was appointed receiver and manager over all assets, undertakings and property of Vernon Recreation Products (VRP) Sales and Service Ltd. ("**VRP**") and 1390951 B.C. Ltd. ("**139**"), with authority to, *inter alia*, sell the assets of VRP and 139;
- B. Subject to approval of the Court ("**Court Approval**"), the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, the Purchased Assets (as defined herein), upon and subject to the terms and conditions of this Agreement (the "**Transaction**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

### ARTICLE 1 DEFINITIONS

#### 1.1 Certain Defined Terms

As used in this Agreement, the following terms shall have the following meanings and grammatical variations of such terms shall have corresponding meanings:

"**Accounts Receivable**" means all accounts, notes, bills, trade accounts, volume rebates and trade receivables of the Company, or such portion as remains owing to the Company on the Closing Date,

"**Agreement**" means this asset purchase agreement including all exhibits and schedules and all amendments or restatements, as permitted.

"**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence

of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, the Business, or any of the Purchased Assets.

**"Approval and Vesting Order"** means a Court order substantially in the form of the BC Model Order, with any amendments thereto to be acceptable to the Vendor and the Purchaser, each acting reasonably, which shall, among other things:

- (a) authorize and approve this Agreement and the execution and delivery thereof by the Vendor on behalf of the Company;
- (b) authorize and direct the Vendor to complete the Transaction;
- (c) vest the Purchased Assets in the Purchaser upon filing of a Receiver's Certificate; and
- (d) provide for the vesting off title to the Purchased Assets all Encumbrances other than Permitted Encumbrances, upon the delivery of a receiver's certificate to the Purchaser.

**"Approval Date"** has the meaning specified in Section 7.1.

**"Claims"** means any claims, obligations, demands, costs, damages, expenses, losses, damages (including special, punitive, exemplary, consequential and indirect damages), charges, suits, orders, actions, proceedings (governmental, administrative or otherwise), judgments, reviews, inquiries, investigations, audits, obligations and debts, including interest, penalties, fines, court costs and reasonable lawyer's fees and disbursements.

**"Closing"** means the closing of the Transaction contemplated by this Agreement.

**"Closing Date"** means 14 days after the Approval and Vesting Order is granted, or such other date as the parties may agree;

**"Closing Documents"** means the documents referred to in Sections 8.1 and 8.2 hereof.

**"Company"** means VRP.

**"Court"** means the Supreme Court of British Columbia.

**"Court Approval"** has the meaning given to it in the Recitals hereto.

**"Deposit"** has the meaning specified in Section 2.4.

**"Documents"** has the meaning specified in Section 11.5.

**"Encumbrances"** means with respect to the Purchased Assets any financial charge or encumbrance of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, charge, pledge, hypothecation, security interest, lien, restrictive or statutory covenant, lease, licence, assignment, option or claim, or right of any Person of any kind or nature whatsoever or howsoever arising which may constitute or become by operation of law or otherwise an encumbrance on any of the Purchased Assets.

**"Environmental Laws"** means any law, bylaw, order, ordinance, ruling, regulation or directive of any applicable federal, provincial, territorial, municipal, local or other government or governmental department agency or regulatory authority or any court of competent jurisdiction relating to environmental matters

and/or regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of Hazardous Substances, as are in force as of the Closing Date.

**"Equipment, Parts and Vehicles"** means those assets set out in SCHEDULE A.

**"ETA"** has the meaning specified in Section 2.6(a).

**"Excluded Assets"** means all of the Company's right, title and interest in and to the following:

- (a) all shares of capital stock or other equity interests in securities in any entity; and
- (b) Accounts Receivable.

**"Governmental Authority"** means any Canadian federal, provincial, municipal or local or governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or any other public agency.

**"GST"** has the meaning specified in Section 2.6(a).

**"GST Certificate"** has the meaning specified in Section 2.6(a).

**"Hazardous Substances"** means any underground storage tanks, any explosive or radioactive materials, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind, including, without limitation, compounds known as chlorobiphenyls, petroleum and any other substance or material, the storage, manufacture, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.

**"Intellectual Property"** means all trade-marks, trade names, business names, service names, copyrights, patents, technology rights, inventions, computer software, telephone number(s), client lists, internet protocol addresses and domain names, associated with the business of the Company including, trade secrets, know-how, industrial designs and other industrial or intellectual property and all applications therefor including, all licences or similar rights used by or granted to the Company in connection therewith.

**"Inventory"** means those assets set out in SCHEDULE B.

**"Liabilities"** means all costs, expenses, charges, debts, liabilities, amounts owing, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, secured or unsecured, accrued, contingent, known or unknown, absolute or otherwise.

**"Mutual Condition"** has the meaning specified in Section 7.1.

**"Parties"** means the parties to this Agreement and "Party" means any one of the parties to this Agreement, as the context requires.

**"Permitted Encumbrances"** means those registered encumbrances against title to the Purchased Assets, specified as such in SCHEDULE C.

**"Person"** means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.

**"PST"** has the meaning specified in Section 2.6(b).

**"Purchased Assets"** means all of the Company's right, title and interest in and to the following:

- a) the Real Property;
- b) the Equipment, Parts, and Vehicles;
- c) the Inventory;
- d) the Intellectual Property; and
- e) the Records,

but excluding all Excluded Assets.

**"Purchaser's Lawyers"** means Porter Ramsay LLP

**"Purchase Price"** has the meaning specified in Section 2.2.

**"Real Property"** means the real property described in SCHEDULE D and includes all improvements and fixtures located in, on, or under, the Real Property, and the benefit of all easements, permits, and other appurtenances to the Real Property.

**"Receiver's Certificate"** means the certificate contemplated in the Approval and Vesting Order to be filed with the Court by the Vendor certifying that the Vendor confirms, and has received written confirmation in form and substance satisfactory to the Vendor from the Purchaser that it confirms, that all conditions to Closing have been satisfied or waived by the applicable Parties and that the Purchase Price and all applicable taxes payable by the Purchaser to the Vendor have been received by the Vendor's Solicitors.

**"Records"** means all books and records of the Company in connection with the Purchased Assets including but not limited to, copies of all accounting records, permits, all customer and supplier lists, files, documents, books, manuals, research, reservations, price lists, correspondence and data bases, all in the form and on the medium or media used in the business of the Company.

**"Vendor's Lawyers"** means Dentons Canada LLP.

**"Third Party"** means a Person who is not a Party.

**"Transaction"** means the transaction of purchase and sale of the Purchased Assets contemplated by this Agreement.

## **1.2 List of Schedules**

The following Schedules are incorporated in and form an integral part of this Agreement:

- SCHEDULE A Equipment, Parts, and Vehicles
- SCHEDULE B Inventory
- SCHEDULE C Permitted Encumbrances
- SCHEDULE D Real Property
- SCHEDULE E Purchase Price Allocation



## ARTICLE 2 PURCHASE AND SALE OF ASSETS

### 2.1 The Purchased Assets

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price on the Closing Date free and clear of any and all Encumbrances, Liabilities, and Claims, except for Permitted Encumbrances.

### 2.2 Purchase Price

The purchase price (the "Purchase Price") payable by the Purchaser to the Vendor in consideration for the Purchased Assets shall be [REDACTED]

### 2.3 Adjustment

- (a) In respect of the Real Estate (if any), all usual adjustments of taxes, rates, local improvement assessments and other charges and all other costs normally adjusted for on a sale of property similar to the Real Estate in British Columbia, both incoming and outgoing, will be made as of 12:00:00 a.m. on the Closing Date.
- (b) Except as otherwise provided herein, the Vendor will be responsible for all expenses and liabilities and will be entitled to receive all revenues accrued in respect of the Purchased Assets prior to the Closing Date. The Purchaser will be responsible for all expenses and liabilities accruing from and including the Closing Date, and will be entitled to receive all revenues accruing from and including the Closing Date in respect of the Purchased Assets.
- (c) The Purchase Price shall be adjusted on the Closing Date to account for any Inventory sold by the Vendor from the date of execution of this Agreement to the Closing Date, based on the Adjusted Cost values enumerated for each Inventory unit at Schedule "B".

### 2.4 Deposit and Payment of Purchase Price

The Purchaser shall pay the Purchase Price as follows:

- (a) [REDACTED] by way of deposit (the "Deposit") to be paid by the Purchaser to the Vendor's Lawyer in trust, within 2 business days of execution of this Agreement by all parties; and
- (b) the balance of the Purchase Price, to be paid on closing by certified cheque, bank draft or wire transfer of immediately available funds to or to the order of the Vendor.

### 2.5 Terms of Deposit

The Deposit shall be held in trust by the Vendor's Lawyers, in non-interest bearing trust account. The Deposit shall be dealt with as follows:

- (a) on the Closing Date, the Deposit shall be credited on account of the Purchase Price;

- (b) if the Purchaser fails to complete the purchase of the Purchased Assets in accordance with this Agreement after all conditions to the Purchaser's obligation to complete have been satisfied or waived or if the Purchaser repudiates this Agreement, then at the Vendor's option the Deposit together with accrued interest thereon shall be forfeited to the Vendor as liquidated damages, but without prejudice to any other rights or remedies of the Vendor whether at law or in equity;
- (c) if the Mutual Condition is not satisfied or waived within the applicable time period, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor; or
- (d) if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Purchased Assets in accordance with this Agreement after all conditions to the Vendor's obligation to complete have been satisfied or waived or if the Vendor repudiates this Agreement, then the Deposit together with accrued interest thereon shall be refunded to the Purchaser upon demand by the Purchaser, as the sole remedy of the Purchaser against the Vendor.

## 2.6 Taxes

- (a) The Purchaser represents and warrants to the Vendor that it is and will be, as of the closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the "ETA") in accordance with the requirements of Subdivision D of Division V of the ETA and will assume responsibility to account for and report any goods and services tax and harmonized sales tax (collectively, the "GST") payable under the ETA in connection with the Transaction. The Purchase Price does not include GST and the Purchaser will pay any GST payable with respect to the acquisition of the Purchased Assets in accordance with the ETA. Subject to Section 2.6(c), on the Closing Date, the Purchaser will deliver to the Vendor a certificate (the "GST Certificate") of a senior officer of the Purchaser certifying, on behalf of the Purchaser and without personal liability (a) that the Purchaser is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Purchaser will account for, report and remit any GST payable in respect of the purchase of the Purchased Assets in accordance with the ETA. The Purchaser will indemnify and hold the Vendor and its directors, officers, employees, advisors and agents harmless from any liability under the ETA arising as a result of any breach of the ETA with respect to GST payable in respect of the Purchased Assets, this Section 2.6(a), the GST Certificate or any declaration made therein and such indemnity will survive Closing.
- (b) The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax ("PST") in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will report and remit as required by Applicable Law any such PST that is due directly to the applicable taxing authority, and otherwise will pay to the Vendor an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Receiver in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Receiver and their directors, officers, employees, advisors and agents harmless from any liability related to the Purchaser's or the Vendor's failure to account for, or report and remit such PST and such indemnity will survive Closing.

- (c) Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor. At the Closing, if available in respect of the Transaction, each of the Vendor and the Purchaser shall execute jointly an election under subsection 167(1) of Part IX of the ETA, in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.
- (d) The Purchaser will be responsible for all property and other transfer taxes, fees and expenses in connection with the registration of the Approval and Vesting Order or transfer of the Purchased Assets and the Vendor will be responsible for income taxes or fees in respect of the disposition of the Purchased Assets.

## **2.7 Allocation of Purchase Price**

The Purchase Price shall be allocated between the Purchased Assets in accordance with SCHEDULE E.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Vendor hereby represents and warrants to the Purchaser that it is not a non-resident of Canada under the *Income Tax Act (Canada)*. The Vendor make no representations or warranties of any kind whatsoever, expressed or implied, with respect to the Purchased Assets.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER**

The Purchaser hereby represents and warrants to the Vendor as follows:

- (a) the Purchaser is a duly formed and registered corporation existing pursuant to the laws of the jurisdiction of its incorporation;
- (b) the Purchaser has the power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the documents contemplated hereby and the consummation of the transaction contemplated hereby and thereby have been duly authorized and approved by the Purchaser;
- (c) this Agreement, and if, as, and when executed, each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before the Closing, have been or will upon such execution and delivery be duly executed and delivered by, and constitute the valid and binding obligations of the Purchaser, in accordance with their terms;
- (d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation

of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable law, regulation or order; and

- (e) the Purchaser will be a registrant for purposes of Part IX of the Excise Tax Act (Canada) on the Closing Date and its registration number shall be provided as part of the Closing; or alternatively the Purchaser will remit to the Vendor all applicable GST.
- (f) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

## ARTICLE 5

### ACKNOWLEDGEMENTS BY PURCHASER

#### 5.1 "As Is, Where Is"

Except as expressly provided herein, the Purchaser acknowledges that the Purchased Assets are purchased on an "as is, where is" basis and without any representation or warranty by the Vendor of any kind and that the Purchaser has inspected the Purchased Assets and will not be obligated to accept the same unless on the Closing Date the Purchased Assets are in the same state, condition and location existing as of the date of this Agreement, reasonable wear and tear excepted.

#### 5.2 Vendor's Capacity

The Purchaser acknowledges that the Vendor is entering into this Agreement solely in its capacity as the court-appointed receiver and manager of the Company and not in its personal or corporate capacity. The Purchaser acknowledges that the Vendor is selling the right, title, and interest of the Company in the Purchased Assets pursuant to the Receivership Order and the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title, and interest of the Company in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and any other agreements required to be delivered pursuant to the terms of this Agreement. The acceptance by the Vendor of this Agreement is expressly subject to Court Approval and all such other orders that the Court may make.

#### 5.3 Site Profile and Environmental Condition.

- (a) The Purchaser hereby waives and releases each Vendor from any obligation to deliver a site profile or site disclosure statement to the Purchaser for the Real Estate as contemplated by the *Environmental Management Act*, SBC 2003, c 53 or any regulation in respect thereof.
- (b) Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Vendor does not make any representation or warranty with regard to the environmental condition of the Real Estate, and the Purchaser is relying solely on its own investigations and inspections to verify the existence and extent of any Hazardous Substances in, on or migrating to or from the Real Estate, and that the environmental condition of or relating to the Real Estate is otherwise satisfactory.
- (c) The Purchaser does hereby irrevocably release and forever discharge the Vendor and each of its respective directors, officers, agents and employees from any and all Claims

that the Purchaser has or may have against the Vendor in connection with the environmental condition of the Real Estate, any contamination or Hazardous Substances located on the Real Estate or migrating onto the Real Estate or from the Real Estate or any breach of any Environmental Laws irrespective of whether such Claim arose before or after the Purchaser's acquisition of the Real Estate pursuant to this Agreement.

- (d) The Purchaser agrees that it shall not directly or indirectly commence or assert or pursue or threaten to commence, assert or pursue any type of Claim (including an order issued by a Governmental Authority) against the Vendor or any of them relating to the environmental condition of or any environmental matter or issue involving the Real Estate including the location of contaminants or Hazardous Substances thereon or migrating thereon or therefrom.
- (e) Without limiting the generality of the foregoing, the Parties acknowledge and agree that any and all costs in any way related to the environmental remediation of the Real Estate (including any and all costs associated with the disposal of Hazardous Substances or contaminated soil) or in connection with any adjacent property contaminated by Hazardous Substances or contamination migrating from the Real Estate shall be for the Purchaser's sole account and the Vendor shall not have any Liability or responsibility in connection with any such remediation costs.
- (f) The Parties acknowledge and confirm that the provisions of this Section 5.3 constitutes an agreement between them that is a private agreement respecting Liability for Hazardous Substances and contamination on, in, at or under or released to, at or from the Real Estate or otherwise associated with the Real Estate and any contamination of adjacent properties and waters resulting from such Hazardous Substances and contamination or remediation of the Real Estate.
- (g) The terms of this Section 5.3 shall survive completion of the sale of the Real Estate to the Purchaser.

## ARTICLE 6 COVENANTS OR APPROVALS

### 6.1 Consents

The Purchaser shall take, or cause to be taken, and the Vendor shall as may be requested by the Purchaser take or cause to be taken, all commercially reasonable actions and as may be necessary, proper or advisable to permit and diligently pursue completion of the Transaction contemplated by this Agreement in accordance with the terms hereof, including obtaining the authorization, approval or consent of any Governmental Authority and shall co-operate with each other in connection therewith, including using all commercially reasonable efforts to obtain as soon as reasonably possible and in any event, prior to the Closing Date any consents required from any Governmental Authority having jurisdiction over the Purchased Assets, provided that the Purchaser will fully indemnify the Vendor against its reasonable costs and expenses incurred by the Vendor for services requested by the Purchaser in connection with obtaining the consents, if any, required under this Section 6.1.

### 6.2 Transfer of Purchased Assets

In connection with transfer and assignment of the Purchased Assets, the Vendor shall at the request and sole cost of the Purchaser take all such actions and do, or cause to be done, all such things at the request of the Purchaser as shall reasonably be necessary in order to transfer or assign the Purchased Assets, including but not limited to any licenses, permits, and Intellectual Property, to the Purchaser, but only to the extent the same are transferable.

## ARTICLE 7 COURT APPROVAL

### 7.1 Court Approval

The obligation of the Parties to complete the transactions contemplated by this Agreement will be subject to the following mutual condition (the "**Mutual Condition**"), for the benefit of both the Receiver and the Purchaser:

- (a) that on or before September 27, 2024, or such later date as the Vendor and Purchaser may agree to in writing (the "**Approval Date**"), the Vendor will have obtained the Approval and Vesting Order satisfactory to the Vendor and the Purchaser,

The Mutual Condition is for the mutual benefit of the Vendor and the Purchaser and may not be waived unilaterally by either party. Both Parties agree that they will use all reasonable commercial efforts to satisfy the Mutual Condition. If the Mutual Condition has not been satisfied by the Approval Date, then the Purchaser's and Vendor's obligation to complete the Transaction pursuant to this Agreement will be at an end.

### 7.2 Appeals

For greater certainty, expiration of the appeal period for the Approval and Vesting Order shall not be a pre-condition of the Purchaser's or Vendor's obligation to complete the within transaction. Vendor shall forthwith upon execution of this Agreement by all parties make application and diligently pursue obtaining Court Approval.

### 7.3 Bidding Procedures

The Purchaser acknowledges and agrees that, notwithstanding acceptance of this offer by the Vendor, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that if the Court vacates, sets aside or varies the Approval and Vesting order for any reason whatsoever, the Vendor will not be liable to the Purchaser or any other Person in any way whatsoever.

## ARTICLE 8

## CLOSING MATTERS

### 8.1 Vendor's Closing Documents

On the Closing Date, the Vendor will deliver the following to the Purchaser's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 8.1

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Receiver's Certificate;
- (c) if applicable and available in respect of the Transaction, an election under section 167 of the ETA pursuant to Section 2.6;
- (a) the bill of sale duly executed by the Vendor, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transfer of the Purchased Assets;
- (d) all Records that are in the possession or control of the Receiver; and
- (e) such documents necessary or desirable in the parties' mutual opinion, acting reasonably, to effect the assignment, transfer and sale of the Purchased Assets as contemplated by this Agreement, to the extent not effected by the Approval and Vesting Order, in form and substance satisfactory to the Purchaser, acting reasonably.

### 8.2 The Purchaser's Closing Documents

On the Closing Date, the Purchaser will deliver the following to the Vendor's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 8.2:

- (a) payment of the balance of the Purchase Price pursuant to Section 2.4;
- (b) the GST Certificate or an election under section 167 of the ETA pursuant to Section 2.6;
- (c) such other documents as may be requested by the Vendor, acting reasonably.

### 8.3 Terms of Closing

None of the Closing Documents and monies will be dealt with before Closing until the deliveries contemplated by this ARTICLE 8 have been made, and the Mutual Condition has been fulfilled, except in accordance with Section 2.4 hereof.

## ARTICLE 9 PIPA PROVISIONS

### 9.1 Disclosure of Information

The Purchaser acknowledges and agrees that in the course of the Purchaser's due diligence in respect of the Purchased Assets, the Purchaser has requested and may hereafter request and the Vendor has disclosed and may hereafter disclose certain personnel records and other information related to Purchased Assets and/or the business of the Company that may include "personal information" (the "Personal

Information") as defined in and subject to the British Columbia *Personal Information Protection Act* ("PIPA"). For the purposes of Section 20 of PIPA:

- (a) the Purchaser hereby confirms to the Vendor that the Personal Information that the Purchaser has requested or may hereafter request in the course of its due diligence is necessary in order for the Purchaser to determine whether to proceed with the proposed purchase of the Purchased Assets; and
- (b) the Purchaser hereby covenants and agrees that:
  - i. prior to Closing, any Personal Information that the Vendor discloses to the Purchaser shall be used by the Purchaser solely for purposes related to its due diligence and its proposed purchase of the Purchased Assets;
  - ii. if the proposed purchase of the Purchased Assets does not proceed or is not completed, the Purchaser will destroy or return to the Vendor all of the Personal Information disclosed to the Purchaser by the Vendor in accordance with the Vendor's instructions; and
  - iii. if the proposed purchase of the Purchased Assets is completed: (i) the Purchaser shall only use or disclose the Personal Information for the same purposes for which it was collected, used or disclosed by the Vendor, or as otherwise permitted by and in accordance with PIPA; and (ii) the Purchaser shall notify the individuals who are the subject of the Personal Information that the purchase of the Purchased Assets has taken place and that their Personal Information was disclosed to the Purchaser.

## ARTICLE 10 TERMINATION

### 10.1 Termination

This Agreement may be terminated at any time prior to the Closing Date, as the case may be:

- (a) by mutual written consent of the Purchaser and the Vendor;
- (b) by the Purchaser or the Vendor if any court of competent jurisdiction or other Governmental Authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transaction contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed prior to the Closing Date; or
- (c) by either party if the Mutual Condition is not satisfied by the Approval Date.

## ARTICLE 11 MISCELLANEOUS

### 11.1 Risk of Loss



Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor.

## 11.2 Notices

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, sent by courier, or transmitted by electronic mail, as follows:

(a) to the Purchaser:

1495213 B.C. Ltd.  
5000-505 Doyle Avenue  
Kelowna, B.C. V0E 1V4

with a copy to:  
Porter Ramsay LLP  
5000-505 Doyle Avenue  
Kelowna, B.C. V0E 1V4  
Attention: Timothy brown

Email: [tbrown@porterramsay.com](mailto:tbrown@porterramsay.com)

(b) to the Vendor:

BDO Canada Limited  
1100 – 1055 West Georgia St.  
Vancouver, B.C. V6E 3P3  
Attention: Martin Chan & Chris Bowra  
Emails: [cbowra@bdo.ca](mailto:cbowra@bdo.ca)  
[mchan@bdo.ca](mailto:mchan@bdo.ca)

With a copy to:  
Dentons Canada LLP  
20<sup>th</sup> Floor, 250 Howe Street  
Vancouver, British Columbia V6C 3R8  
Attention: Jordan Schultz

Email: [jordan.schultz@dentons.com](mailto:jordan.schultz@dentons.com)

or to such other address or facsimile number as any party may from time to time notify to the other party in accordance with this Section 11.2. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and if made or given by facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the day of transmittal.

## 11.3 Further Assurances

At any time and from time to time after the date hereof each of the parties hereto, at the reasonable request and expense of the other party hereto, will execute and deliver such other instruments of sale, transfer, conveyance, assignment, confirmation and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign to the Purchaser and to confirm the Purchaser's title to the Purchased Assets and to effectuate the transaction contemplated herein.

#### **11.4 Legal Fees and Broker's Fees**

Each Party shall be responsible for and bear all of its own costs and expenses, including any broker's or finder's fees and the expenses of its legal and other representatives, incurred at any time in connection with pursuing and/or consummating the Transaction.

#### **11.5 Entire Agreement**

This Agreement together with the Schedules hereto and the other documents executed in connection herewith or referred to herein (together, the "**Documents**") embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.

#### **11.6 Modifications and Amendments**

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto and, where same may be required, by order of the Court.

#### **11.7 Assignment**

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

#### **11.8 Parties in Interest**

This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Agreement.

#### **11.9 Governing Law**

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of British Columbia and the federal laws of Canada applicable therein.

#### **11.10 Headings and Captions**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

#### **11.11 Counterparts**

This Agreement may be executed in counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Execution and delivery of this Agreement may be made and evidenced by facsimile or other electronic means of transmission.

IN WITNESS WHEREOF, the Purchaser and the Vendor have executed this Agreement as of the day and year first written above.

BDO CANADA LIMITED in its capacity as Court-appointed Receiver of VERNON RECREATION PRODUCTS (VRP) SALES AND SERVICES LTD. AND 1390951 B.C. LTD., and not in its personal capacity

DocuSigned by:

Per:

*Chris Bowra*

Name: Christopher Bowra  
Title: Vice President

1495213 B.C. LTD.

by its authorized signatory:

Per:

Name: Derek Bannister  
Title: Director

**SCHEDULE A**  
**EQUIPMENT, PARTS, AND VEHICLES**

All equipment, parts and vehicles used in the operation of Company's business located on the Lands.

**SCHEDULE B**  
**INVENTORY**

**SCHEDULE C**  
**PERMITTED ENCUMBRANCES**

**Permitted Encumbrances:**

As to PID: 004-768-981:

Undersurface Rights 31229E

As to PID: 005-446-937:

Undersurface Rights 31229E

As to PID: 017-856-515:

Undersurface Rights 31229E

Covenant KF46348

Easement KF46353

Covenant KF72194

Statutory Right of Way KG46769

Statutory Right of Way KG46770

**SCHEDULE D**  
**REAL PROPERTY**

A. 6255 Highway 97, Vernon, B.C.

PID: 004-768-981

Legal Description: Lot 2 Sections 11 and 14 Township 8 Osoyoos Division Yale District Plan 27607  
Except Plan H16713

B. 6256 Pleasant Valley Road, Vernon, B.C.

PID: 005-446-937,

Legal Description: Lot 6 Section 11 Township 8 Osoyoos Division Yale District Plan 25512

C. 6395 Highway 97, Vernon, B.C.

PID: 017-856-515

Legal Description: Lot A Section 14 Township 8 Osoyoos Division Yale District Plan KAP47732

**SCHEDULE E**  
**Allocation of the Purchase Price\***

Asset	Allocation of Purchase Price
Lot A (6395 Hwy 97)	
Land Value (1.423 acres @ [REDACTED])	[REDACTED]
Building Value	[REDACTED]
Lot 2 (6255 Hwy 97)	
Land Value (1.5 acres @ [REDACTED])	[REDACTED]
Lot 6 (6256 Pleasant Valley)	
Land Value (.559 acres @ [REDACTED])	[REDACTED]
Building Value	[REDACTED]
New Inventory	[REDACTED] - See Attached
Used Inventory	[REDACTED] - See Attached
Equipment, Parts and Vehicles	[REDACTED]
Total:	[REDACTED]

\*Subject to adjustment on Closing



## FLOORED INVENTORY - NEW

Stock	VIN	Make	Model	Allocated Price
RV3875	5ZT2WPSBXNW024517	FOREST RIVER	WORK & PLAY 27LT	\$
RV3937	5ZT2WPSB7PW025904	FOREST RIVER	WORK& PLAY 27LT	\$
RV3939	4X4FSAN20PJ045524	FOREST RIVER	SANDPIPER 3660MB	\$
RV3941	4X4FSAJ28PJ045602	FOREST RIVER	SANDPIPER 3330BH	\$
RV3943	5ZT2CXRB0PS044901	FOREST RIVER	APEX 256BHS	\$
RV3945	5ZT2CXFC4PLD15084	FOREST RIVER	APEX 166BH	\$
RV3947	5ZT2CXSB8PS045059	FOREST RIVER	APEX 256RBSS	\$
RV3949	5ZT2SSHC7PE020576	FOREST RIVER	SHASTA OASIS 19BH	\$
RV3950	5ZT2SSGC4PE020665	FOREST RIVER	SHASTA OASIS 18BH	\$
RV3959	5RXDB2221PN515072	CRUISER	SHADOW 193MBS	\$
RV3969	5ZT2SSJB8PE020748	FOREST RIVER	SHASTA OASIS 20RB	\$
RV3972	4X4FSAK20PJ045656	FOREST RIVER	SANDPIPER 3370RLS	\$
RV3973	4X4FSAK22PJ045657	FOREST RIVER	SANDPIPER 3370RLS	\$
RV3975	5ZT2WPSB3PW026628	FOREST RIVER	WORK AND PLAY 27KB	\$
RV3976	5ZT2CXKB3PL015218	FOREST RIVER	APEX 213RDS	\$
RV3977	5ZT2CXPB2PL015316	FOREST RIVER	APEX 245BHS	\$
RV3985	4X4TCK815P9138035	FOREST RIVER	CHEROKEE 168HS	\$
RV3987	4X4TCK612P9138090	FOREST RIVER	CHEROKEE 16FQ	\$
RV3988	4X4TCK712P9138119	FOREST RIVER	CHEROKEE 17JG	\$
RV3991	4X4TVB718PT153658	FOREST RIVER	VIBE 17RS	\$
RV3992	4X4TVB717PT153525	FOREST RIVER	VIBE 16QB	\$
RV3994	5ZT2CKEC4PY028098	FOREST RIVER	CHEROKEE 168F	\$
RV3998	5ZT2CXKB5PS045455	FOREST RIVER	APEX 211RBS	\$
RV3999	5ZT2CXLB5PL015526	FOREST RIVER	APEX 215RBK	\$
RV4000	5ZT2CXPB2PS045499	FOREST RIVER	APEX 251RBK	\$
RV4001	5ZT2CXPBXPL015600	FOREST RIVER	APEX 245BHS	\$
RV4005	5ZT2CXRB4PS045629	FOREST RIVER	APEX 256BHS	\$
RV4006	5ZT2CXEC5PL015726	FOREST RIVER	APEX 16R	\$
RV4014	4N17F2725PD156675	NORTHWOOD	DESERT FOX 27FS	\$
RV4015	4N15L272XP0156705	NORTHWOOD	ARCTIC FOX 27-5L	\$
RV4017	5ZT2CXEC9PL015860	FOREST RIVER	APEX 16R	\$
RV4022	5ZT2CXLB3PL015783	FOREST RIVER	APEX 215RBK	\$
RV4024	4X4TVBC26PT153662	FOREST RIVER	VIBE 27FK	\$
RV4027	4X4TVBA20PT153717	FOREST RIVER	VIBE 25RK	\$
RV4047	5ZT2FERB6RW027947	FOREST RIVER	FREEDOM EXPRESS 257BH	\$
RV4053	4N11R2524R0157609	NORTHWOOD	ARTIC FOX 26R	\$
RV4057	5ZT2FEMB7PW027153	FOREST RIVER	FREEDOM EXPRESS 226RB	\$
				\$

## USED INVENTORY

Stock	VIN	Model	Make	Allocated Price
P155A	5ZT2FERB7PW026299	FREEDOM EXPRESS 259FK	FOREST RIVER	\$
RV3857A	5L4TL322261011159	LS323	OPEN ROAD	\$
RV3892A	4X4TCX23K9130693	CHEROKEE 22RD	FOREST RIVER	\$
RV3893A	5RXTC242XD2201164	VIEWFINDER	CRUISER RV	\$
RV3904B	4N11H2222A0135510	NASH 22H	NORTHWOOD	\$
RV3917A	4X4TCKB28K9130051	GREYWOLF 26BH	FOREST RIVER	\$
RV3925A	5ZT2WPMBXNW023834	WORK AND PLAY 23LT	FOREST RIVER	\$
RV3928C1	5UYFS31268R010786	TANGO 2760RLSS	PACIFIC COACHWORKS	\$
RV3974A	2TTTW29636R060162	TW296	TRAVELAIRE	\$
RV3990A	5RXDB2722NN489376	SHADOW 227MLS	CRUISER	\$
RV4036B	2GVC106E27S015886	25C10.6E	BIGFOOT	\$
RV4039A	4YDT2B128HY920429	ASPEN TRAIL	DUTCHMEN	\$
RV4056A	4YDFCGL29RV504907	COUGAR 24RDS	KEYSTONE	\$
RV4059A	5ZWTE3020B1000760	EVERLITE 28RK	EVERGREEN	\$
		EAGLE SUPER LITE	JAYCO	\$
				\$

## **APPENDIX B**

Asset Purchase Agreement – 1494072 B.C. Ltd. (Redacted)

**"Applicable Law"** means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, the Business, or any of the Purchased Assets.

**"Approval and Vesting Order"** means a Court order substantially in the form of the BC Model Order, with any amendments thereto to be acceptable to the Vendor and the Purchaser, each acting reasonably, which shall, among other things:

- (a) authorize and approve this Agreement and the execution and delivery thereof by the Vendor on behalf of the Company;
- (b) authorize and direct the Vendor to complete the Transaction;
- (c) vest the Purchased Assets in the Purchaser upon filing of a Receiver's Certificate; and
- (d) provide for the vesting off title to the Purchased Assets all Encumbrances other than Permitted Encumbrances, upon the delivery of a receiver's certificate to the Purchaser.

**"Approval Date"** has the meaning specified in Section 7.1.

**"Claims"** means any claims, obligations, demands, costs, damages, expenses, losses, damages (including special, punitive, exemplary, consequential and indirect damages), charges, suits, orders, actions, proceedings (governmental, administrative or otherwise), judgments, reviews, inquiries, investigations, audits, obligations and debts, including interest, penalties, fines, court costs and reasonable lawyer's fees and disbursements.

**"Closing"** means the closing of the Transaction contemplated by this Agreement.

**"Closing Date"** means 14 days after the Approval and Vesting Order is granted, or such other date as the parties may agree;

**"Closing Documents"** means the documents referred to in Sections 8.1 and 8.2 hereof.

**"Company"** means 1390951 B.C. Ltd.

**"Court"** means the Supreme Court of British Columbia.

**"Court Approval"** has the meaning given to it in the Recitals hereto.

**"Deposit"** has the meaning specified in Section 2.4.

**"Documents"** has the meaning specified in Section 11.5.

**"Encumbrances"** means with respect to the Purchased Assets any financial charge or encumbrance of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, charge, pledge, hypothecation, security interest, lien, restrictive or statutory covenant, lease, licence, assignment, option or claim, or right of any Person of any kind or nature whatsoever or howsoever arising which may constitute or become by operation of law or otherwise an encumbrance on any of the Purchased Assets.

**"Environmental Laws"** means any law, bylaw, order, ordinance, ruling, regulation or directive of any applicable federal, provincial, territorial, municipal, local or other government or governmental department, agency or regulatory authority or any court of competent jurisdiction relating to environmental matters and/or regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of Hazardous Substances, as are in force as of the Closing Date.

**"Equipment"** means those assets set out in SCHEDULE A.

**"ETA"** has the meaning specified in Section 2.6(a).

**"Excluded Assets"** means all of the Company's right, title and interest in and to the following:

- (a) all shares of capital stock or other equity interests in securities in any entity; and
- (b) Accounts Receivable.

**"Governmental Authority"** means any Canadian federal, provincial, municipal or local or governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or any other public agency.

**"GST"** has the meaning specified in Section 2.6(a).

**"GST Certificate"** has the meaning specified in Section 2.6(a).

**"Hazardous Substances"** means any underground storage tanks, any explosive or radioactive materials, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind, including, without limitation, compounds known as chlorobiphenyls, petroleum and any other substance or material, the storage, manufacture, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.

**"Intellectual Property"** means all trade-marks, trade names, business names, service names, copyrights, patents, technology rights, inventions, computer software, Internet protocol addresses and domain names associated with the business of the Company including, trade secrets, know-how, industrial designs and other industrial or intellectual property and all applications therefor including, all licences or similar rights used by or granted to the Company in connection therewith.

**"Inventory"** means those assets set out in SCHEDULE B.

**"Liabilities"** means all costs, expenses, charges, debts, liabilities, amounts owing, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, secured or unsecured, accrued, contingent, known or unknown, absolute or otherwise.

**"Mutual Condition"** has the meaning specified in Section 7.1.

**"Parties"** means the parties to this Agreement and "Party" means any one of the parties to this Agreement, as the context requires.

**"Permitted Encumbrances"** means those registered encumbrances against title to the Purchased Assets, specified as such in SCHEDULE C.

**"Person"** means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.

**"PST"** has the meaning specified in Section 2.6(b).

**"Purchased Assets"** means all of the Company's right, title and interest in and to the following:

- a) the Equipment;
- b) the Inventory;
- c) the Intellectual Property; and
- d) the Records;

but excluding all Excluded Assets.

**"Purchaser's Lawyers"** means Fulton & Company LLP

**"Purchase Price"** has the meaning specified in Section 2.2.

**"Receiver's Certificate"** means the certificate contemplated in the Approval and Vesting Order to be filed with the Court by the Vendor certifying that the Vendor confirms, and has received written confirmation in form and substance satisfactory to the Vendor from the Purchaser that it confirms, that all conditions to Closing have been satisfied or waived by the applicable Parties and that the Purchase Price and all applicable taxes payable by the Purchaser to the Vendor have been received by the Vendor's Solicitors.

**"Records"** means all books and records of the Company in connection with the Purchased Assets including but not limited to, copies of all accounting records, permits, all customer and supplier lists, files, documents, books, manuals, research, reservations, price lists, correspondence and data bases, all in the form and on the medium or media used in the business of the Company.

**"Vendor's Lawyers"** means Dentons Canada LLP.

**"Third Party"** means a Person who is not a Party.

**"Transaction"** means the transaction of purchase and sale of the Purchased Assets contemplated by this Agreement.

## **1.2 List of Schedules**

The following Schedules are incorporated in and form an integral part of this Agreement:

- SCHEDULE A Equipment
- SCHEDULE B Inventory
- SCHEDULE C Permitted Encumbrances
- SCHEDULE D Purchase Price Allocation

## **ARTICLE 2 PURCHASE AND SALE OF ASSETS**

### **2.1 The Purchased Assets**

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price on the Closing Date free and clear of any and all Encumbrances, Liabilities, and Claims, except for Permitted Encumbrances.

## 2.2 Purchase Price

The purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor in consideration for the Purchased Assets shall be [REDACTED] subject to reduction due to ongoing sales of the Purchased Assets.

## 2.3 Adjustment

- (a) Except as otherwise provided herein, the Vendor will be responsible for all expenses and liabilities and will be entitled to receive all revenues, accrued in respect of the Purchased Assets prior to the Closing Date. The Purchaser will be responsible for all expenses and liabilities accruing from and including the Closing Date, and will be entitled to receive all revenues accruing from and including the Closing Date in respect of the Purchased Assets.
- (b) The Purchase Price shall be adjusted on the Closing Date to account for any Inventory that is listed as a "Used Unit" or "New Unit" (as listed on Schedule "B" hereto) which is sold by the Vendor from the date of execution of this Agreement to the Closing Date, based on the "Bid" value enumerated for each such Used Unit or New Unit at Schedule "B".

## 2.4 Deposit and Payment of Purchase Price

The Purchaser shall pay the Purchase Price as follows:

- (a) [REDACTED] by way of deposit (the "**Deposit**") to be paid by the Purchaser to the Vendor's Lawyer in trust, within 2 business days of execution of this Agreement by all parties; and
- (b) the balance of the Purchase Price, to be paid on closing by certified cheque, bank draft or wire transfer of immediately available funds to or to the order of the Vendor.

## 2.5 Terms of Deposit

The Deposit shall be held in trust by the Vendor's Lawyers, in non-interest-bearing trust account. The Deposit shall be dealt with as follows:

- (a) on the Closing Date, the Deposit shall be credited on account of the Purchase Price;
- (b) if the Purchaser fails to complete the purchase of the Purchased Assets in accordance with this Agreement after all conditions to the Purchaser's obligation to complete have been satisfied or waived or if the Purchaser repudiates this Agreement, then at the Vendor's option the Deposit together with accrued interest thereon shall be forfeited to the Vendor as liquidated damages, but without prejudice to any other rights or remedies of the Vendor whether at law or in equity;

- (c) if the Mutual Condition is not satisfied or waived within the applicable time period, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor; or
- (d) if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Purchased Assets in accordance with this Agreement after all conditions to the Vendor's obligation to complete have been satisfied or waived or if the Vendor repudiates this Agreement, then the Deposit shall be refunded to the Purchaser upon demand by the Purchaser, as the sole remedy of the Purchaser against the Vendor.

## 2.6 Taxes

- (a) The Purchaser represents and warrants to the Vendor that it is and will be, as of the closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the "**ETA**") in accordance with the requirements of Subdivision D of Division V of the ETA and will assume responsibility to account for and report any goods and services tax and harmonized sales tax (collectively, the "**GST**") payable under the ETA in connection with the Transaction. The Purchase Price does not include GST and the Purchaser will pay any GST payable with respect to the acquisition of the Purchased Assets in accordance with the ETA. Subject to Section 2.6(c), on the Closing Date, the Purchaser will deliver to the Vendor a certificate (the "**GST Certificate**") of a senior officer of the Purchaser certifying, on behalf of the Purchaser and without personal liability (a) that the Purchaser is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Purchaser will account for, report and remit any GST payable in respect of the purchase of the Purchased Assets in accordance with the ETA. The Purchaser will indemnify and hold the Vendor and its directors, officers, employees, advisors and agents harmless from any liability under the ETA arising as a result of any breach of the ETA with respect to GST payable in respect of the Purchased Assets, this Section 2.6(a), the GST Certificate or any declaration made therein and such indemnity will survive Closing.
- (b) The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax ("**PST**") in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will report and remit as required by Applicable Law any such PST that is due directly to the applicable taxing authority, and otherwise will pay to the Vendor an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Receiver in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Receiver and their directors, officers, employees, advisors and agents harmless from any liability related to the Purchaser's or the Vendor's failure to account for, or report and remit such PST and such indemnity will survive Closing.
- (c) Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor. At the Closing, if available in respect of the Transaction, each of the Vendor and the Purchaser shall execute jointly an



election under subsection 167(1) of Part IX of the ETA, in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.

- (d) The Purchaser will be responsible for all property and other transfer taxes, fees and expenses in connection with the registration of the Approval and Vesting Order or transfer of the Purchased Assets and the Vendor will be responsible for income taxes or fees in respect of the disposition of the Purchased Assets.

## **2.7 Allocation of Purchase Price**

The Purchase Price shall be allocated between the Purchased Assets in accordance with SCHEDULE E.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Vendor hereby represents and warrants to the Purchaser that it is not a non-resident of Canada under the *Income Tax Act (Canada)*. The Vendor make no representations or warranties of any kind whatsoever, expressed or implied, with respect to the Purchased Assets.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER**

The Purchaser hereby represents and warrants to the Vendor as follows:

- (a) the Purchaser is a duly formed and registered corporation existing pursuant to the laws of the jurisdiction of its incorporation;
- (b) the Purchaser has the power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the documents contemplated hereby and the consummation of the transaction contemplated hereby and thereby have been duly authorized and approved by the Purchaser;
- (c) this Agreement, and if, as, and when executed, each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before the Closing, have been or will upon such execution and delivery be duly executed and delivered by, and constitute the valid and binding obligations of the Purchaser, in accordance with their terms;
- (d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable law, regulation or order; and
- (e) the Purchaser will be a registrant for purposes of Part IX of the Excise Tax Act (Canada) on the Closing Date and its registration number shall be provided as part of the Closing; or alternatively the Purchaser will remit to the Vendor all applicable GST.

- (f) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

## ARTICLE 5 ACKNOWLEDGEMENTS BY PURCHASER

### 5.1 "As Is, Where Is"

Except as expressly provided herein, the Purchaser acknowledges that the Purchased Assets are purchased on an "as is, where is" basis and without any representation or warranty by the Vendor of any kind and that the Purchaser has inspected the Purchased Assets and will not be obligated to accept the same unless on the Closing Date the Purchased Assets are in the same state, condition and location existing as of the date of this Agreement, reasonable wear and tear excepted.

### 5.2 Vendor's Capacity

The Purchaser acknowledges that the Vendor is entering into this Agreement solely in its capacity as the court-appointed receiver and manager of the Company and not in its personal or corporate capacity. The Purchaser acknowledges that the Vendor is selling the right, title, and interest of the Company in the Purchased Assets pursuant to the Receivership Order and the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title, and interest of the Company in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and any other agreements required to be delivered pursuant to the terms of this Agreement. The acceptance by the Vendor of this Agreement is expressly subject to Court Approval and all such other orders that the Court may make.

## ARTICLE 6 COVENANTS OR APPROVALS

### 6.1 Consents

The Purchaser shall take, or cause to be taken, and the Vendor shall as may be requested by the Purchaser take or cause to be taken, all commercially reasonable actions and as may be necessary, proper or advisable to permit and diligently pursue completion of the Transaction contemplated by this Agreement in accordance with the terms hereof, including obtaining the authorization, approval or consent of any Governmental Authority and shall co-operate with each other in connection therewith, including using all commercially reasonable efforts to obtain as soon as reasonably possible and in any event, prior to the Closing Date any consents required from any Governmental Authority having jurisdiction over the Purchased Assets, provided that the Purchaser will fully indemnify the Vendor against its reasonable costs and expenses incurred by the Vendor for services requested by the Purchaser in connection with obtaining the consents, if any, required under this Section 6.1.

### 6.2 Transfer of Purchased Assets

In connection with transfer and assignment of the Purchased Assets, the Vendor shall at the request and sole cost of the Purchaser take all such actions and do, or cause to be done, all such things at the request of the Purchaser as shall reasonably be necessary in order to transfer or assign the Purchased Assets, including but not limited to any licenses, permits, and Intellectual Property, to the Purchaser, but only to the extent the same are transferable.

## ARTICLE 7 COURT APPROVAL

### 7.1 Court Approval

The obligation of the Parties to complete the transactions contemplated by this Agreement will be subject to the following mutual condition (the "**Mutual Condition**"), for the benefit of both the Receiver and the Purchaser:

- (a) that on or before September 20, 2024, or such later date as the Vendor and Purchaser may agree to in writing (the "**Approval Date**"), the Vendor will have obtained the Approval and Vesting Order satisfactory to the Vendor and the Purchaser,

The Mutual Condition is for the mutual benefit of the Vendor and the Purchaser and may not be waived unilaterally by either party. Both Parties agree that they will use all reasonable commercial efforts to satisfy the Mutual Condition. If the Mutual Condition has not been satisfied by the Approval Date, then the Purchaser's and Vendor's obligation to complete the Transaction pursuant to this Agreement will be at an end.

### 7.2 Appeals

For greater certainty, expiration of the appeal period for the Approval and Vesting Order shall not be a pre-condition of the Purchaser's or Vendor's obligation to complete the within transaction. Vendor shall forthwith upon execution of this Agreement by all parties make application and diligently pursue obtaining Court Approval.

### 7.3 Bidding Procedures

The Purchaser acknowledges and agrees that, notwithstanding acceptance of this offer by the Vendor, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that if the Court vacates, sets aside or varies the Approval and Vesting order for any reason whatsoever, the Vendor will not be liable to the Purchaser or any other Person in any way whatsoever.

## ARTICLE 8 CLOSING MATTERS

### 8.1 Vendor's Closing Documents

On the Closing Date, the Vendor will deliver the following to the Purchaser's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 8.1

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Receiver's Certificate;
- (c) if applicable and available in respect of the Transaction, an election under section 167 of the ETA pursuant to Section 2.6;

- (a) the bill of sale duly executed by the Vendor, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transfer of the Purchased Assets;
- (d) all Records that are in the possession or control of the Receiver; and
- (e) such documents necessary or desirable in the parties' mutual opinion, acting reasonably, to effect the assignment, transfer and sale of the Purchased Assets as contemplated by this Agreement, to the extent not effected by the Approval and Vesting Order, in form and substance satisfactory to the Purchaser, acting reasonably.

## 8.2 The Purchaser's Closing Documents

On the Closing Date, the Purchaser will deliver the following to the Vendor's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 8.2:

- (a) payment of the balance of the Purchase Price pursuant to Section 2.4;
- (b) the GST Certificate or an election under section 167 of the ETA pursuant to Section 2.6;
- (c) such other documents as may be requested by the Vendor, acting reasonably.

## 8.3 Terms of Closing

None of the Closing Documents and monies will be dealt with before Closing until the deliveries contemplated by this ARTICLE 8 have been made, and the Mutual Condition has been fulfilled, except in accordance with Section 2.4 hereof.

## ARTICLE 9 PIPA PROVISIONS

### 9.1 Disclosure of Information

The Purchaser acknowledges and agrees that in the course of the Purchaser's due diligence in respect of the Purchased Assets, the Purchaser has requested and may hereafter request and the Vendor has disclosed and may hereafter disclose certain personnel records and other information related to Purchased Assets and/or the business of the Company that may include "personal information" (the "**Personal Information**") as defined in and subject to the British Columbia *Personal Information Protection Act* ("**PIPA**"). For the purposes of Section 20 of PIPA:

- (a) the Purchaser hereby confirms to the Vendor that the Personal Information that the Purchaser has requested or may hereafter request in the course of its due diligence is necessary in order for the Purchaser to determine whether to proceed with the proposed purchase of the Purchased Assets; and
- (b) the Purchaser hereby covenants and agrees that:
  - i. prior to Closing, any Personal Information that the Vendor discloses to the Purchaser shall be used by the Purchaser solely for purposes related to its due diligence and its proposed purchase of the Purchased Assets;

- ii. if the proposed purchase of the Purchased Assets does not proceed or is not completed, the Purchaser will destroy or return to the Vendor all of the Personal Information disclosed to the Purchaser by the Vendor in accordance with the Vendor's instructions; and
- iii. if the proposed purchase of the Purchased Assets is completed: (i) the Purchaser shall only use or disclose the Personal Information for the same purposes for which it was collected, used or disclosed by the Vendor, or as otherwise permitted by and in accordance with PIPA; and (ii) the Purchaser shall notify the individuals who are the subject of the Personal Information that the purchase of the Purchased Assets has taken place and that their Personal Information was disclosed to the Purchaser.

## **ARTICLE 10 TERMINATION**

### **10.1 Termination**

This Agreement may be terminated at any time prior to the Closing Date, as the case may be:

- (a) by mutual written consent of the Purchaser and the Vendor;
- (b) by the Purchaser or the Vendor if any court of competent jurisdiction or other Governmental Authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transaction contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed prior to the Closing Date; or
- (c) by either party if the Mutual Condition is not satisfied by the Approval Date.

## **ARTICLE 11 MISCELLANEOUS**

### **11.1 Risk of Loss**

Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor.

### **11.2 Notices**

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, sent by courier, or transmitted by electronic mail, as follows:

- (a) to the Purchaser:  
  
1494072 B.C. Ltd.  
4242 Paxton Valley Road  
Monte Lake, BC V0E 2N0  
Attention: Len Bourgeault  
Email: rev2redline@hotmail.com

with a copy to:

Fulton & Company LLP  
 300-350 Lansdowne Street  
 Kamloops, BC V1S 1Y1  
 Attention: Rick Heney  
 Email: [rheney@fultonco.com](mailto:rheney@fultonco.com)

(b) to the Vendor:

BDO Canada Limited  
 1100 – 1055 West Georgia St.  
 Vancouver, B.C. V6E 3P3  
 Attention: Martin Chan & Chris Bowra  
 Emails: [cbowra@bdo.ca](mailto:cbowra@bdo.ca)  
[mchan@bdo.ca](mailto:mchan@bdo.ca)

With a copy to:  
 Dentons Canada LLP  
 20<sup>th</sup> Floor, 250 Howe Street  
 Vancouver, British Columbia V6C 3R8  
 Attention: Jordan Schultz

Email: [jordan.schultz@dentons.com](mailto:jordan.schultz@dentons.com)

or to such other address or facsimile number as any party may from time to time notify to the other party in accordance with this Section 11.2. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and if made or given by facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the day of transmittal.

### **11.3 Further Assurances**

At any time and from time to time after the date hereof each of the parties hereto, at the reasonable request and expense of the other party hereto, will execute and deliver such other instruments of sale, transfer, conveyance, assignment, confirmation and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign to the Purchaser and to confirm the Purchaser's title to the Purchased Assets and to effectuate the transaction contemplated herein.

### **11.4 Legal Fees and Broker's Fees**

Each Party shall be responsible for and bear all of its own costs and expenses, including any broker's or finder's fees and the expenses of its legal and other representatives, incurred at any time in connection with pursuing and/or consummating the Transaction.

### **11.5 Entire Agreement**

This Agreement together with the Schedules hereto and the other documents executed in connection herewith or referred to herein (together, the "**Documents**") embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents

shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.

#### **11.6 Modifications and Amendments**

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto and, where same may be required, by order of the Court.

#### **11.7 Assignment**

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

#### **11.8 Parties in Interest**

This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Agreement.

#### **11.9 Governing Law**

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of British Columbia and the federal laws of Canada applicable therein.

#### **11.10 Headings and Captions**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

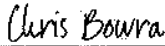
#### **11.11 Counterparts**

This Agreement may be executed in counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be made and evidenced by facsimile or other electronic means of transmission.

IN WITNESS WHEREOF, the Purchaser and the Vendor have executed this Agreement as of the day and year first written above.

BDO CANADA LIMITED in its capacity as Court-appointed Receiver of VERNON RECREATION PRODUCTS (VRP) SALES AND SERVICES LTD. AND 1390951 B.C. LTD., and not in its personal capacity. DocuSigned by:

Per:



Name: Christopher Bowra  
Title: Vice President

1494072 B.C. LTD.

Per:



Name: Leonard Vincent Bourgeault  
Title: Director

[Signature Page to Asset Purchase Agreement]



**SCHEDULE A**  
**EQUIPMENT**

Please see pages immediately following for Equipment List

# 1390951 BC Ltd./SOUTH THOMPSON RV

## Property, plant & equipment list

August 2024

### Signs

Original Street sign				
Digital Street sign purchased in 2016				
Portable LED scrolling sign				

### Vehicles

2005	OTHER	VAN		A57660	2005 FORD E250 VAN
n/a	Equip.	C.Loader		Campldr	Camper Loader
2000	Equip.	Misc.		10254	2000 Toyota 02-7FG35 Forklift
2009					Arctic Cat Quad & plow

### Computers

Business Office computer & monitor & speakers - purchased 2/23

Len's office computer & monitor & speakers

Sales staff - laptops x 3 (2 were purchased Dec 2022 after break in)

Parts computer & monitor & speakers

Service computer & monitor & speakers

Register computer & monitor

Accounting computer & monitor & speakers

Accounting laptop (Donna's to work remotely)

Warranty computer & monitor

Technician laptop

Security system computer & monitor

Server computer & monitor

Laptop for phone system

Sales staff printer - colour

Business Office printer/scanner - colour

Register printer - Lexmark

Accounting printer - Samsung

Parts desk table printer

Register till receipt printer

Register cash drawer

Register parts barcode scanner

Extra monitor x 2

Security cameras - exterior

### Equipment - Office

## Office Furniture

Sales area partitions x 4				
Sales area desks x 4				
Sales area staff chairs x 4				
Sales area customer chairs x 8				
Sales area filing cabinets x 4 - 1-3 drawer black metal (long)/1-4 drawer beige (upright)/2-2 drawer black metal (upright)				
Customer waiting area - couches x 2				
Customer waiting area - coffee table & end table				
Coffee station desk				
Parts area desk				
Parts area chair				
Service area desk				
Service area chair				
Service area filing cabinets x 3 - 1-3 drawer metal (upright)/2-3 drawer black metal (long)				
Service area bar fridge				
Warranty area desk				
Warranty area chair				
Warranty area wall mounted cabinet				
Register counter				
Register area filing cabinet x 1 - 1-3 drawer black metal (long)				
Accounting desk				
Accounting chair				
Accounting filing cabinets x 2 - 1-2 drawer black metal (upright) and 1-2 drawer black metal (long)				
Accounting office table				
Accounting office book shelf				
Business office desk				
Business office chair				
Business office counter/cabinets (desk ext)				
Business office customer chairs x 2				
Manager desk				
Manager chair				
Manager customers chairs x 2				
Manager book shelf				
Manager filing cabinet x 1 - 1-2 drawer black metal (long)				
Storage cabinet (washroom)				
Staff Room 6 person round table				
Staff Room chairs x 6				
Staff Room folding chairs x 6				
Counter/Cabinets				
credenza				
rolling desk for service/security computers				
Basement storage room filing cabinets x 3 - 4 drawer metal (upright)				
Shop filing cabinet - 3 x 2 metal (upright)				
Work Bench (Gord)				
Work Bench (Wayne)				
Work Bench (Calvin)				

## Tools/Equipment - Shop

Truck Pac Grey Battery Pack (ES6000)					
Battery tester					
Schumacher 6 amp battery charger					
200 Amp battery charger x 3					
Large Black Floor Fan x 2					
Industrial Vacuum cleaner w/ powerhead x 2					
small red vacuum					
Large yellow vacuum (GHIBLT)					
Parts Washer					
Bearing Packer					
Nitrogen Tire Inflator (N2-900)					
Hydraulic Press					
Magnetic rolling bar (for picking up metal)					
Compressor					
Portable Compressor					
Extractors x 2 (1 - 110v cold water & 1 - 220v hot water)					
Hand truck					
Jack Stands x 12 (mix small, medium, large)					
Black Propane Heater					
Creepers x 2					
Step ladder - white metal					
Step ladder - grey plastic x 2					
Buz Box 230Amp Welder					
Pressure washer - 3100PSI gas					
Arc Welder Lincoln SP-170T					
10 Gallon air tank					
Oxy Acetylene Welder					
6' Table Saw - General					
Floor Jack - heavy duty					
Floor Jack - very heavy duty					
Floor Jack x 2 - medium duty					
Jack All					
Ladders - 1 x 10', 2 x 8', 3 x 6'					
Floor roller x 2					
Hose reels w/ hoses x 5					
Air fan - Hi Output - blue					
Dewalt Mitre Saw DWS779					
Dewalt Chop Saw					
Drill Press					
Baldor Bench Grinder					
Trailer Valet					
Ozone Machine					
Spin Tool Set					
Brophy Jacks set					
Camper dolly x 2					
Scaffolding					
Misc. Air Tools					
Misc. Cordless Tools/chargers					
Sanders, drills, grinders, stanlone saws					

**SCHEDULE B**  
**INVENTORY**

Please see pages immediately following for Parts Inventory.

Please see pages immediately following for Used Unit Inventory.

Please see pages immediately following for New Unit Inventory.

<b>SOUTH THOMPSON RV</b>		
<b>PARTS INVENTORY Final BID AS OF AUG. 30, 2024</b>		
<b>Main Category Name</b>	<b>Financial Quantity</b>	<b>Financial Stk Value</b>
Awnings/Arms/Fabric/Toppers	223.00	\$ 8,644.27
Awning Hardware	188.00	\$ 11,217.73
Covers (Storage & Travel)	16.00	\$ 815.35
Tail Gates	17.00	\$ 2,843.87
Miscellaneous/Housewares/Tools	93.00	\$ 1,187.80
Levels/Thermometers/Compasses	20.00	\$ 184.18
Kitchen/Eating Accessories	28.00	\$ 212.57
Organizers & Space Saving Accesso	5.00	\$ 90.18
Folding & Electrical Step Access	11.00	\$ 1,655.72
Camping Accessories	34.00	\$ 386.97
Brush & Vacuum Accessories	2.00	\$ 93.54
Bathroom/Beauty Accessories	0.00	\$ 0.00
Chairs & Outdoor Leisure	11.00	\$ 282.60
Refridegerators & Accessories	188.50	\$ 8,932.77
Furnaces & Accessories	212.00	\$ 7,369.69
Water Heaters/Washers/Dryers & Ac	223.50	\$ 11,840.08
Air Conditioners & Accessories	82.50	\$ 9,654.27
Space Heaters/Fireplaces/ Accesso	2.50	\$ 17.38
Ranges/Microwaves & Accessories	193.00	\$ 3,586.59
Propane & Carbon Monoxide Detecto	51.00	\$ 2,902.58
Propane Cylinders & Racks	29.00	\$ 1,999.62
LP Accessories & Cylinder Tees	35.00	\$ 354.03
Regulators & Leak Detectors	56.00	\$ 1,853.49
Propane Hoses & Regulator Fitting	146.00	\$ 1,290.38
Monitors & Panels	4.00	\$ 502.47
Connectors/Coupling/Clamps	167.00	\$ 643.30
Propane Hardware	55.00	\$ 210.03
Wind Deflectors/Windows	12.00	\$ 266.37
Mirrors & Accessories	26.00	\$ 1,143.98
Antennas/Amplifiers/Accessories	12.00	\$ 405.39
Satellite & Cable Accessories	12.00	\$ 548.58
TV/Phone Outlets & Accessories	48.50	\$ 616.69
Rear View Observation System	21.00	\$ 2,258.84
TV's/CD Players/ & Entertainment	15.00	\$ 709.13
Roof Coatings/Repair/Lubricants	48.00	\$ 1,326.01
Sealants/Silicone/Caulking	618.00	\$ 5,406.79
Paint & Tape	77.00	\$ 823.88
Cleaners & Protectors	152.00	\$ 2,083.38
Brushes & Cleaning Tools	17.00	\$ 18.12
Adhesives/Foam	188.75	\$ 900.06
Vents & Accessories	116.00	\$ 1,580.96
Covers/Lids/Caps	161.00	\$ 2,899.55

Levers & Cranks	4.00	\$ 26.38	
Screens/Fans	13.50	\$ 1,113.43	
Trim/Skylights	29.00	\$ 2,252.40	
Plumbing & Refrigerator Vents	33.00	\$ 333.24	
Escape Hatches	5.00	\$ 680.38	
Water Pumps & Accessories	143.50	\$ 3,281.55	
Sewer Utility & Accessories	298.75	\$ 4,314.11	
Faucets/Sinks/Strainers/Drains	119.00	\$ 2,143.96	
Shower Heads & Hoses	54.00	\$ 944.03	
Holding Tank/Chemicals/Accessories	326.50	\$ 3,599.66	
Toilet Parts & Accessories	86.00	\$ 3,949.52	
Winterizing Accessories	63.00	\$ 707.87	
Vinyl Tubing/Fittings/Valves/Tools	1,072.00	\$ 3,527.35	
Water Filters & Pressure Accessory	72.00	\$ 1,402.53	
Ft. Water/Hatches/Tanks/Hose	161.00	\$ 3,353.00	
Sanitation Fittings & Seals	203.00	\$ 1,600.68	
Bathtubs & Accessories	17.00	\$ 141.22	
Locks/Keys/Handles	222.00	\$ 2,227.03	
Moulding/Vinyl Inserts/Screws	4,722.50	\$ 9,999.37	
Rings/Washers/Bolts	9.00	\$ 29.45	
Hose Clamps/Pins/Hooks	55.00	\$ 112.28	
Doors/Cupboards/Compartments/Catc	344.50	\$ 3,611.74	
Brackets/Mounts/Miscellaneous Har	622.50	\$ 4,428.67	
Window Hardware & Blinds	135.00	\$ 1,415.29	
Light Bulbs-Interior/Exterior	267.50	\$ 1,850.60	
Power Converters/Terminals	52.00	\$ 6,405.03	
Park Adapters & Power Cords	95.00	\$ 1,875.08	
Front & Rear Signal Covers	3.00	\$ 31.83	
Surge Protector & Cable Hatches	19.00	\$ 791.79	
Switch/Fuse/Breaker/& Misc	529.00	\$ 4,371.19	
Batteries & Accessories	93.50	\$ 4,415.50	
Connectors/Adapters/Receptacles	219.50	\$ 1,916.25	
Int-Ext Lights/Lenses/Accessories	194.50	\$ 1,416.28	
Clearance/Reflectors/Taillights	278.00	\$ 1,404.97	
Wiring Kits/Tubing & Accessories	549.50	\$ 2,135.37	
Solar Accessories	23.00	\$ 2,005.28	
Battery Levy Tax	0.00	\$ 0.00	
Bike Carriers	5.00	\$ 174.65	
Ladders & Roof Racks	25.00	\$ 940.80	
Tire Carriers & Turnbuckles	19.00	\$ 50.59	
Camper Tie Downs	60.00	\$ 6,889.48	
Circuit Breakers	0.00	\$ 0.00	
Scissor Jacks & Stabilizers	17.00	\$ 1,268.33	
Wheel Chocks & Power Jacks	41.00	\$ 1,133.18	
Motors/Generators & Accessories	5.00	\$ 332.05	
Hydraulic Camper Jacks	26.00	\$ 357.39	
Universal/Ball Screw Camper Jacks	2.00	\$ 278.50	

Jacks/Levelers & Accessories	77.00	\$ 1,833.61	
Couplers & Hitch Balls	5.00	\$ 115.43	
Locks & Skid Wheels	10.00	\$ 87.40	
Brake Controls & Harnesses	38.00	\$ 3,505.86	
Breakaway Kits/Transmission Coole	17.00	\$ 159.95	
Bearing Kits & Brake Parts	455.50	\$ 2,354.51	
Brake Replacement/Fuel Accessorie	74.00	\$ 2,524.01	
Wheel/ Covers/Tires/Fender Skirts	107.00	\$ 1,401.73	
Air Helper Springs/Air Accesories	5.00	\$ 63.39	
Tire Tax	0.00	\$ 0.00	
Hitch Balls & Covers	58.00	\$ 438.05	
Hitch Accessories & Locks	364.00	\$ 694.29	
Ball Mounts & Accessories	27.00	\$ 329.65	
Sway Controls & Accessories	22.00	\$ 852.82	
Equalizer Shanks,Hitches & Access	61.00	\$ 5,416.37	
Trunnion Hitches/Boxes & Accessor	0.00	\$ 0.00	
Hidden Hitch Class I-V	0.00	\$ 0.00	
Receivers, Bumpers, & Accessories	8.00	\$ 217.46	
Gooseneck Hitches	1.00	\$ 483.00	
Fifth Wheel Hitches	106.00	\$ 15,473.10	
Tow Dollies/Tow Bars & Accessorie	12.00	\$ 991.60	
General Labour	0.00	\$ 0.00	
Filon/Wallboard/Sheeting/Laminate	678.00	\$ 6,214.15	
Slideout & Accessories	9.00	\$ 537.21	
Tarps, Curtains/Covers	8.00	\$ 90.11	
Flooring & Accessories	0.00	\$ 0.00	
Interior Furniture & Accessories	68.00	\$ 382.09	
Countertops, Arborite, & Accessor	0.00	\$ 0.00	
<b>Grand Total</b>	<b>17,162.01</b>	<b>\$ 239,164.23</b>	



SOUTH THOMPSON RV						
USED UNIT BID AS OF AUGUST 30, 2024						
Year	Type	Subcategory	Location	Stock #	Description	SERIAL #
2023	UNIT	TT	6/24	V024153A	2023 RPOD RPT171 TRLR	5ZT2RPFC5P
2022	UNIT	TT	8/1/23	052084	2022 GULFSTREAM MATRIX 21QDB TRLR	1NL1G2220N
2022	UNIT	TT	8/17/23	4K0550	2022 JAYCO WHITEHAWK 27RB TRLR	1UJB0BR3N
2022	UNIT	TT	6/24	B030870A	2022 RPOD RPT153 TRLR	4X4TRP51XN
2022	UNIT	TT	7/27/23	RA0330	2022 SUNDOWNER TRAILBLAZER 1986TB CARGO	13SRB1923N
2019/20	UNIT	MH	6/20/23	C23797	2019/20 FORESTER 2651CD CL C M/H	1FDXE4FSXK
2018	UNIT	TT	7/18/24	141167A	2018 WILDWOOD T263BHXL TRLR	4X4TWDB2X
2017	UNIT	TT	8/1/23	140182B	2017 WILDWOOD T23RBS TRLR	4X4TWDY2X
2017	UNIT	TT	10/6/23	505822	2017 COUGAR 24SABWE TRLR	4YDT24S26H
2015	UNIT	TT	8/11/23	237018	2015 ALINER SOMERSET E3 TENT TRLR	1C9SS2113F
2015	UNIT	TT	8/2/23	910099	2015 KEYSTONE AEROLITE 218RBSL TRLR	4YDT21822FF
2015	UNIT	FW	24-Jul	490939	2015 SHASTA PHOENIX 33CK FW	5ZT3SPYB8F
2014	UNIT	TT	04/24	7R0381	2014 JAYCO SWIFT 267 TRLR	1UJB0BP9E7
2014	UNIT	TT	6/5/23	DU0056	2014 JAYCO EAGLE T284BHS TRLR	1UJB0BP9E
2013	UNIT	TT	05/24	137644A	2013 WILDWOOD T281BHXL TRLR	4X4TWDD27I
2012	UNIT	TT	2/11/23	137322A	2012 WILDWOOD T26RKXL TRLR	4X4CWBB2X
2012	UNIT	FW	8/31/22024	PK0187	2012 Jayco Eagle 30.5 BHLT	1UJCJ0BS3C
2012	UNIT	TT	6/24	545611	2012 LITTLE GUY TAB TRLR	1P9TT15SXB
2011	UNIT	FW	2/11/23	204415A	2011 SILVERBACK 29RL FW	4X4FCRE24B
2010	UNIT	CAMPER	6/24	015277B	2010 ADVENTURER 86SBS CAMPER	15277
2009	UNIT	TT	9/20/23	106199	2009 SALEM 27BH TRLR	4X4TSBC2X9
2009	UNIT	TT	5/25/23	203573	2009 DUTCHMEN SPORT 260-65 TRLR	47CTDSN269
2009	UNIT	FW	9/15/23	701004	2009 KEYSTONE MONTANA 2955RL FW	4YDF2952894
2009	UNIT	FW	24-Jul	670455	2007 WAVE 28BH FW	4XTFS29268C
2002	UNIT	TT	9/14/23	021023	2002 RUSTLER 23RB TRLR	2TTRT23012F
1999	UNIT	TT		095950	1999 FOURWINDS 24QBL TRLR	47CT10L26XA
2005	OTHER	VAN		A57660	2005 FORD E250 VAN	1FTNS24W25
n/a	Equip.	C.Loader		Campldr	Camper Loader	
2000	Equip.	Misc.		10254	2000 Toyota 02-7FG35 Forklift	10254
[32]				USED INVENTORY VALUE		

<b>SOUTH THOMPSON RV</b>				
<b>NEW UNITS BID - AUGUST 29, 2024</b>				
Year	Date Rec'd	Stock #	Brand	Description
2022	11/6/2023	005666	RIVERSIDE	2022 RIVERSIDE RETRO 211 TRLR
2022	11/7/2023	005668	RIVERSIDE	2022 RIVERSIDE RETRO 211 TRLR
2022	11/9/2023	005684	RIVERSIDE	2022 RIVERSIDE INTREPID 211 TRLR
2022	11/8/2023	005693	RIVERSIDE	2022 RIVERSIDE INTREPID 211 TRLR
2022	6/27/2023	E020030	SHASTA	2022 SHASTA OASIS 25RS TRLR
2022	6/28/2023	E020095	SHASTA	2022 SHASTA OASIS 20RE TRLR
2022	6/14/2023	E020142	SHASTA	2022 SHASTA OASIS 21CK TRLR
2023	1/11/2023	145245	Wildwood	2023 WILDWOOD T220BHL TRLR
2023	9/13/2022	145269	Wildwood	2023 WILDWOOD T161QK TRLR
2023	10/14/2022	145292	Wildwood	2023 WILDWOOD T211SSXL TOYHAULER TRLR
2023	1/12/2023	145313	Wildwood	2023 WILDWOOD T169RSK TRLR
2023	1/12/2023	145357	Wildwood	2023 WILDWOOD T169RSK TRLR
[50]		<b>NEW INVENTORY VALUE</b>		

**SCHEDULE C**  
**PERMITTED ENCUMBRANCES**

NIL

**SCHEDULE D**  
**Allocation of the Purchase Price**

Asset	Allocation of Purchase Price
STRV Assets	
Used Unit Inventory	
Parts Inventory	
New Unit Inventory	
<b><u>Total:</u></b>	